

FILED
June 21, 2018
INDIANA UTILITY
REGULATORY COMMISSION

VERIFIED REBUTTAL TESTIMONY
OF
JAMES L. CUTSHAW
ON BEHALF OF
INDIANAPOLIS POWER & LIGHT COMPANY

CAUSE NO. 45029

SPONSORING IPL WITNESS JLC ATTACHMENTS 1R THROUGH 2R

**VERIFIED REBUTTAL TESTIMONY OF JAMES L. CUTSHAW
ON BEHALF OF
INDIANAPOLIS POWER & LIGHT COMPANY**

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

2 A1. My name is James L. Cutshaw. I am employed by Indianapolis Power & Light Company
3 (“IPL” or “Company”), whose business address is One Monument Circle, Indianapolis,
4 Indiana 46204.

5 **Q2. What is your position with IPL?**

6 A2. I am Revenue Requirements Manager.

7 **Q3. Are you the same James L. Cutshaw who previously submitted direct testimony in**
8 **this Cause?**

9 A3. Yes.

10 **Q4. What is the purpose of your rebuttal testimony in this proceeding?**

11 A4. My rebuttal testimony responds to certain issues in the testimony of Michael P. Gorman
12 filed on behalf of the IPL Industrial Group (“IIG”), the testimony of Neal Townsend filed
13 on behalf of The Kroger Co. (“Kroger”) and the testimony of Michael P. Holstein filed
14 on behalf of Intervenor University of Indianapolis (“UIndy”). In addition, I am providing
15 a summary update of IPL’s requested rate relief which reflects the actual cost of the
16 Major Projects and certain adjustments to operating expense discussed in the rebuttal
17 testimony of other IPL witnesses, and I am sponsoring the tariffs which have been
18 updated to reflect the changes in IPL’s requested revenue requirement. I am also
19 providing an update to the monthly bill impact to the average residential customer.

1 **Q5. Are you sponsoring any attachments?**

2 A5. Yes.

3 **Q6. Were the attachments you are sponsoring prepared or assembled by you or under**
4 **your direction or supervision?**

5 A6. Yes.

6 **Q7. Did you submit any workpapers?**

7 A7. Yes

8 **Updated Revenue Requirement and Tariffs**

9 **Q8. In your direct testimony, you presented the calculation of the revenue increase**
10 **requested by IPL in this proceeding. Has the requested revenue increase changed**
11 **since the filing of IPL's supplemental filing on February 16, 2018?**

12 A8. Yes. Various matters addressed in IPL's rebuttal testimony result in a reduction in the
13 requested revenue increase.

14 **Q9. Turning to IPL Financial Exhibit IPL-REVREQ, Schedule REVREQ1-R, would**
15 **you identify changes to the proposed revenue increase compared to the increase**
16 **reflected in IPL's supplemental filing on February 16, 2018?**

17 A9. Yes. The proposed allowable electric operating income of \$237.811 million on Line 3
18 decreased by \$1.763 million due to a \$22.954 million decrease in the fair value rate base
19 on Line 1 reflected on IPL Financial Exhibit IPL-RB, Schedule RB-1 and a 0.01%
20 decrease in the rate of return on Line 2 supported by IPL Witness McKenzie. The
21 electric operating income pro forma at present rates on Line 4 increased by \$4.348
22 million to \$173.412 million based upon changes reflected in IPL Financial Exhibit IPL-

1 OPER, Schedule OPINC-R. This resulted in a decrease to the deficiency in electric
2 operating income on Line 5 of \$6.111 million down to \$64.399 million. After applying
3 the revenue conversion factor (which did not change), the resulting deficiency in electric
4 operating revenue on Line 7 is now \$88.348 million, a decrease of \$8.383 million from
5 the supplemental filing.

6 Updated rates were developed by IPL Witness Gaske which support the additional
7 electric operating revenue of \$88.348 million on Line 8 (which was obtained directly
8 from IPL Financial Exhibit IPL-OPER, Schedule OPINC-R, Column 5, Line 1).

9 Please see the rebuttal testimony of IPL Witness Forestal for a further discussion of the
10 changes to the individual components comprising the increase in electric operating
11 income pro forma at present rates mentioned above.

12 **Q10. Have IPL's Rates, Rules and Regulations for Electric Service included in the**
13 **supplemental filing on February 16, 2018 been changed to reflect the updated rates**
14 **developed by IPL Witness Gaske mentioned above?**

15 A10. Yes. A redline version of IPL's proposed Rates, Rules and Regulations for Electric
16 Service has been provided as IPL Witness JLC Attachment 1R, and a clean version as
17 IPL Witness JLC Attachment 2R.

18 Major Projects

19 **Q11. What testimony are you responding to regarding the update to rate base for the**
20 **Major Projects?**

21 A11. IPL has identified in its petition and its case-in-chief the following Major Projects
22 pursuant to the Minimum Standard Filing Requirements ("MSFRs"): (1) the 671 MW

1 Eagle Valley CCGT approved in Cause No. 44339; (2) the National Pollution Discharge
2 Elimination System (“NPDES”) Compliance Project authorized in Cause No. 44540; and
3 (3) the Coal Combustion Residuals (“CCR”) Compliance Project authorized in Cause No.
4 44794. Mr. Gorman, on behalf of the Industrial Group, proposes what looks more like a
5 general rate base update so as to also update all accumulated depreciation reserve.
6 (Gorman, pp. 39-40; Attachment MPG-7). Mr. Townsend, on behalf of Kroger, proposes
7 that the CCGT be included in rate base at a 13-month average investment during the
8 twelve-month period for pro forma adjustments. Both of their positions are inconsistent
9 with the MSFRs that have been promulgated by the Commission as rules. Further, Mr.
10 Gorman’s proposal has been explicitly rejected by the Commission in the past.

11 **Q12. What do the MSFRs provide with respect to the cutoff dates for rate base and major**
12 **projects?**

13 A12. 170 IAC 1-5-5 states:

- 14 (3) The general rate base cutoff shall be the end of the test year for used and
15 useful property.
- 16 (4) The cost of plant, to the extent not offset by:
17 (A) growth in the depreciation reserve;
18 (B) net contributions in aid of construction;
19 (C) net customer advances; or
20 (D) any combination of clauses (A) through (C);
21 may be updated to the plant cutoff date set by the presiding officer under
22 section 2.1(c)(2)(B) of this rule.
- 23 (5) The cutoff for a major project shall be based on the latest information
24 available at the time of the major project cutoff date set by the presiding
25 officer under section 2.1(c)(2)(C) of this rule so long as the following tests
26 are met:
- 27 (A) The major project is specifically identified in the utility's petition
28 for a general rate change and should include a complete description
29 of the project. A complete description of the project includes,
30 among other things, the scope and location of the project.
- 31 (B) An estimate of the investment to be made by the utility in a major
32 project is included in the utility's case-in-chief.

- 1 (C) The amount included in the utility's rate base with respect to the
2 major project does not exceed the amount of the estimate referred
3 to in clause (B).
4 (D) A monthly investment update is filed with the commission and
5 served on all parties following the filing of a utility's case-in-chief.
6 (E) The major project is declared by the electing utility to be used and
7 useful ten (10) business days before the final hearing.
8

9 In other words, the MSFRs provide that the cutoff date for rate base and major projects is
10 to be established at the prehearing conference pursuant to 170 IAC 1-5-2.1(c)(2).

11 **Q13. What does the prehearing conference order provide with respect to the plant cutoff**
12 **date and the major project update in this Cause?**

13 A13. Paragraph 3 states:

14 **3. Cutoff and Major Projects Updates.** The rate base cutoff shall reflect used and
15 useful property at the end of the test year. In addition, for major projects IPL will file
16 monthly investment updates and declare major projects used and useful in accordance
17 with 170 IAC 1-5-5.

18 **Q14. What does this mean with respect to the positions taken by Mr. Gorman and Mr.**
19 **Townsend?**

20 A14. A general rate base update to a date later than the end of the test year (such as that
21 suggested by Mr. Gorman) could have been permissible under the MSFRs, but that was
22 an item that needed to be resolved at the prehearing conference and addressed in the
23 prehearing conference order. That is not the case here. The prehearing conference order
24 provides that the general rate base cutoff is the close of the test year, and Mr. Gorman's
25 adjustment should be rejected as inconsistent with the MSFRs and the prehearing
26 conference order.

27 Regarding Mr. Townshend's proposal to use a 13-month average rate base for the CCGT
28 Major Project, he is asking the Commission not to apply its promulgated rule as written.

1 He is not basing the value of the Major Project on “the latest information available at the
2 time of the major project cutoff date”, but is instead using an average over a 13-month
3 period of time, and his proposal should also be rejected.

4 IPL has included in its rebuttal filing the actual cost of the Major Projects as of May 31,
5 2018, which matches Petitioner’s Sixth Monthly Investment Update and is the most
6 recent month-end prior to this rebuttal filing and at least 10 business days prior to the
7 final hearing. In addition, IPL has also included in its rebuttal filing the depreciation
8 reserve specifically related to the NPDES and CCR Major Projects through the same May
9 31, 2018 date as the utility plant. For the CCGT Major Project IPL did not include
10 accumulated depreciation because IPL has been granted authority to defer depreciation
11 on the CCGT until such project is included in rates. If IPL had reduced the CCGT rate
12 base value for accumulated depreciation, there would need to be an equal offsetting
13 increase to rate base for the regulatory asset for the deferred depreciation. Since such
14 things would offset with no impact to the revenue requirement, IPL kept it simple and
15 omitted both steps.

16 **Q15. Has the Commission previously rejected Mr. Gorman’s proposal to update**
17 **accumulated depreciation on general rate base beyond the general rate base cutoff?**

18 A15. Yes. In Cause No. 43839, Mr. Gorman testified that either post-test year additions
19 (which had been identified as major projects under the MSFRs) should be rejected or,
20 alternatively, an adjustment for accumulated depreciation during the same post-test year
21 time period should be recognized. *Re Southern Ind. Gas & Elec. Co.*, Cause No. 43839,
22 pp. 7-8 (IURC Apr. 27, 2011). The Commission rejected Mr. Gorman’s position. *Id.* at

1 9. Mr. Gorman’s testimony ignores this prior Commission precedent and his proposal
2 should again be rejected.

3 **Off System Sales (“OSS”) Margin Rider**

4 **Q16. What is UIndy Witness Holstein’s position regarding OSS margin sharing?**

5 A16. It is not completely clear. On the one hand, Mr. Holstein states (p. 10) that he
6 “appreciate[s] and support[s] IPL’s proposal to modify the OSS rider adjustment so that
7 customers receive 100% of OSS margins greater than \$0.” Yet, on page 11 of his
8 testimony, Mr. Holstein states the OSS margin adjustment “[a]t a minimum” “should be a
9 50/50 proposition, where fifty percent of the time IPL is at risk for under recovery and
10 fifty percent of the time IPL has the opportunity to over recover.” Mr. Dininger discusses
11 why continuing to embed \$6.324 million in OSS margins in basic rates is reasonable. I
12 respond to Mr. Holstein from a ratemaking perspective.

13 **Q17. On pages 10-11 of his testimony, UIndy Witness Holstein states “However, the
14 amount of OSS margins embedded in base rates remains important, particularly if
15 that level is too low, and there is a significant gap between the actual OSS margins
16 and the level embedded in rates, especially with regard to the regulatory lag in
17 customers benefitting from increased OSS.” Please respond.**

18 A17. Mr. Holstein expresses concern over “regulatory lag”, but does not quantify this concern
19 or demonstrate that it warrants changing either the embedded level of OSS margins or
20 IPL’s proposal to share 100% of OSS margins greater than \$0. IPL proposes to reflect
21 100% sharing of OSS margins greater than \$0 through IPL’s existing annual filings for

1 the Standard Contract Rider No. 25, Off-System Sales Margin Adjustment rider¹. These
2 filings are made by the end of February and seek approval of new rates commencing with
3 the June billing month, which coincides with the start of the MISO Planning Year. The
4 CAP/OSS rider filings utilize a forecast of OSS margins and Capacity sales for the period
5 the riders will be in effect so as to minimize regulatory lag to the greatest extent possible.
6 In addition, the filings include a reconciliation of prior forecasted information to actual so
7 I also disagree with Mr. Holstein's suggestion (at 11) that IPL's proposal "means IPL's
8 customers are being asked to subsidize IPL's shareholders" since customers will be
9 receiving 100% of OSS margins (and Capacity sales) above \$0 in as timely a manner as
10 possible.

11 **Q18. On page 11 of his testimony, Mr. Holstein makes repeated references to an "under"**
12 **or "over" recovery of costs and states "[a]t a minimum it should be a 50/50**
13 **proposition, where fifty percent of the time IPL is at risk for under recover and fifty**
14 **percent of the time IPL has the opportunity to over recover." Please respond.**

15 A18. Mr. Holstein's discussion appears to be based on a misunderstanding of IPL's OSS
16 margin sharing proposal. IPL proposes to share 100% of OSS margins above \$0 with
17 customers; IPL does not have an "opportunity" to "over recover". Indeed, IPL bears the
18 impact of any OSS margins less than zero. As explained above, there is no "risk" to
19 customers because they will receive 100% of the margins that are realized, regardless of
20 what level is embedded in basic rates. To the extent Mr. Holstein is proposing that the
21 embedded level of OSS margins be set at something other than the current embedded
22 level, Mr. Dininger explains why this should be rejected.

¹ These filing are made coincident with Standard Contract Rider No. 24, the Capacity Adjustment in Cause No. 44795 OSS-X and are together referred to as the "CAP/OSS rider".

1 **Q19. Can you explain why increasing the embedded level of OSS margins as Mr. Holstein**
2 **proposes will not change the customer’s total bill when IPL’s proposal to share**
3 **100% of the OSS margins above and below the benchmark is utilized?**

4 A19. Yes. If the OSS margin included in basic rates were increased as proposed by Mr.
5 Holstein, the forecasted amount of OSS margin for the CAP/OSS rider will then be
6 compared to the increased amount included in basic rates, thereby reducing the amount of
7 the credit for the CAP/OSS rider by an offsetting amount (and potentially resulting in a
8 charge if OSS margins are below the embedded amount). In other words, the amount of
9 OSS margin included in basic rates and the CAP/OSS rider work together to reflect 100%
10 of the OSS margins on the customer’s bill under IPL’s proposal. This change in the rider
11 will be included in the compliance filing for approval of the new basic rates and therefore
12 be effective on the same date of the new basic rates and charges. Under IPL’s proposal
13 the level of OSS margins in base rates has no impact on the total bill to the customer
14 (basic rates plus the CAP/OSS rider credit) and does not create an opportunity for IPL to
15 “over recover” these costs.

16 **Vegetation Management Reserve**

17 **Q20. On pages 13-14 of his testimony, UIndy witness Holstein discusses IPL’s proposed**
18 **vegetation management reserve. He states that “there are no guarantees that the**
19 **amount spent will equal the amount embedded in rates.” On page 14 of his**
20 **testimony, Mr. Holstein states that “allowing IPL to recover vegetation management**
21 **costs through a balancing account, the utility is assured recovery of its costs, and**
22 **has no incentive to control expenses.” Please respond.**

1 A20. As I explained in my direct testimony (at 22), the vegetation management reserve was
2 proposed by IPL to address any concerns about the ongoing level of vegetation
3 management expenses. However, in response to these concerns, and assuming the
4 vegetation management reserve is approved, the Company would be willing to establish a
5 cumulative cap related to annual expenditures for vegetation management costs on its
6 distribution facilities based on the \$12.260 million in annual vegetation management
7 expense, as described by IPL Witness Perry in his rebuttal testimony. That cap would
8 include the costs to establish additional overhang clearance discussed by Mr. Perry.

9 **Q21. Please explain how the cumulative cap would work.**

10 A21. Under this proposal, the accounting would be the similar to what was described in my
11 direct testimony (at. 22-24), however, the Company will ensure that a regulatory asset is
12 never recorded. To the extent that the existing regulatory liability cannot accommodate a
13 given month's excess of actual vegetation management costs over the monthly level
14 embedded in rates, the remainder will also be recorded to expense on the income
15 statement that month.

16 To address the cumulative nature of the cap, at each month end the Company will also
17 compare the cumulative actual vegetation management costs since the rate order to the
18 cumulative calculated amount embedded in rates to determine whether a cumulative
19 shortfall exists, and adjust the regulatory liability accordingly which could result in a
20 reduction to expense on the income statement that month.

21 At the time of the next general rate case, any balance in this regulatory liability will be
22 amortized into cost of service resulting in a credit to customers.

1 **Q22. On page 6 of his testimony, OUCC witness Hand objects to IPL’s proposed expenses**
2 **for overhang clearance work, stating that “[t]his one-time cost should not be an**
3 **adjustment to operating costs recovered through base rates since it is not a**
4 **recurring expense.” Do you agree?**

5 A22. No. As discussed by IPL Witness Perry, the additional work to establish the overhang
6 clearance will be conducted on an annual basis for six years, and following the six-year
7 program, IPL will continue to maintain this level of clearance. Therefore the overhang
8 clearance is not a one-time cost but instead a recurring expense and is appropriately
9 reflected in IPL’s revenue requirement.

10 **Monthly Bill Impact**

11 **Q23. What is the impact to the typical residential customer using 1,000 kWh per month**
12 **under the updated rates developed by IPL Witness Gaske you mentioned earlier?**

13 A23. The total overall bill using the updated rates would be \$123.62, which is an increase of
14 \$10.66 or 9.44%. Such a bill moves IPL from lowest to just barely third among the five
15 Indiana investor-owned electric utilities per the July 1, 2017 jurisdictional residential bill
16 survey prepared by the Commission Staff² referenced in my direct testimony and that of
17 Mr. Holstein.

18 **Q24. Are there additional proposals reflected in this filing which would reduce the**
19 **customer bill in the near future, and are not reflected in the above bill amount?**

20 A24. Yes. IPL Witness Salatto discusses the Company’s proposal to amortize the 2018 excess
21 Accumulated Deferred Income Taxes (“ADIT”) over a two-year period and to use the
22 ECR as the mechanism to provide that credit to customers. IPL Witness Jackson

² https://www.in.gov/iurc/files/2017%20Residential%20Bill%20Survey_Presentation.pdf

1 discusses the Company's proposal to provide \$25 million of the Liquidated Damages
2 ("LDs") collected to-date by IPL related to the CCGT Major Project over a two-year
3 period and to use the ECR as the mechanism to provide that credit to customers. Once a
4 final determination is made on the LDs, a true-up would occur which could result in
5 additional credits or a charge for any LDs which IPL is required to return to the other
6 party involved in the matter.

7 **Q25. Are IPL customers' bills currently impacted by the EV CCGT being in service, even**
8 **though it is not reflected in IPL's basic rates and charges?**

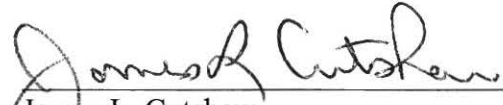
9 A25. Yes, customers are currently experiencing bill credits attributable to the new EV CCGT
10 through the OSS Margin and CAP riders approved in Cause No. 44795 OSS2 effective
11 June 2018. These bill credits are based upon the 50% sharing mechanism currently in
12 place for these riders. Assuming IPL's proposals to change the sharing mechanism in
13 these riders are approved, customers will further benefit by receiving 100% (rather than
14 50%) of OSS margins and Capacity sales above the benchmarks approved.

15 **Q26. Does this conclude your prepared verified rebuttal testimony?**

16 A26. Yes, at this time.

VERIFICATION

I, James L. Cutshaw, Revenue Requirements Manager, affirm under penalties of perjury that the foregoing representations are true and correct to the best of my knowledge, information and belief.


James L. Cutshaw

Dated: June 20, 2018

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-1~~87~~
Canceling All
Previous Tariffs

INDIANAPOLIS POWER & LIGHT COMPANY

Rates, Rules and Regulations

for

Electric Service

Applicable to Entire Service Territory

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 1

LOCATIONS WHERE ELECTRIC SERVICE IS AVAILABLE

Indiana Cities, Towns and Unincorporated Communities

Beech Grove
Clermont
Cumberland
Indianapolis

Lawrence
Meridian Hills
Mooreville

Southport
Speedway
Warren Park

Indiana Counties

Boone
Hamilton
Hancock

Hendricks
Johnson
Marion

Morgan
Owen
Putnam
Shelby

This sheet is filed for information purposes only. It is not fully descriptive of the territory in which the Company renders or has the right to render public utility service, nor is it intended either to limit or enlarge upon the territorial or other conditions upon which any particular service is held out to the public.

Indianapolis Power & Light Company I.U.R.C. No. E-187
 No. 2
 One Monument Circle
 Indianapolis, Indiana

~~1st Revised~~Original

~~Superseding~~
 Original No. 2

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Effective ~~April 20, 2016~~

Indianapolis Power & Light Company I.U.R.C. No. E-187 Original No. 2.1
One Monument Circle
Indianapolis, Indiana

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Effective ~~March 31, 2016~~

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 10

RATE RS
RESIDENTIAL SERVICE

AVAILABILITY:

Available, exclusively for residential purposes, including electric water heating, to individual private dwellings and individually metered apartments. Not available, however, to master-metered apartments, clubs, fraternities, boarding or rooming houses, or hotels/motels. The water heating and/or space heating billing provision shall not apply where the water heating and/or space heating equipment does not conform to the general requirements set forth in the sections captioned "WATER HEATING SPECIFICATIONS" and "SPACE HEATING SPECIFICATIONS."

The following will not be served under this rate: (1) Single phase motors having an individual capacity in excess of five horsepower, except where Company's system conditions permit, and upon approval of the Company; and (2) welding equipment and other apparatus that in the opinion of the Company may cause objectionable voltage fluctuations.

This rate is available for residential service only. Water heating service may be separately metered and separately billed in accordance with the Company's applicable rate schedule. When electric energy is used on the same premises for other than residential purposes, such energy shall be separately metered and billed in accordance with the Company's approved rate schedule applicable thereto, except as provided for in Rule 29.3.

CHARACTER OF SERVICE:

Standard Characteristics: Three wire, single phase, sixty cycle alternating current ordinarily supplied at 120/240 volts.

The Company may, however, furnish three phase, four wire service, 120/240 volts, 120/208 volts, or 277/480 volts, if in its judgment, which shall be final, it would be more advantageous to both the Customer and the Company due to engineering, safety or other practical reasons. Residential service at 120/208 volts single phase will be available in those multi-family projects or geographic locations where this is the standard voltage established. Where line extensions are required, such extensions will be provided under the Company's standard conditions for line extension.

RATE:

The sum of the Customer Charge and Energy Charge shown hereafter plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

Customer Charge

For bills of 0-325 KWH per month	\$11.25 16.00 per month
For bills over 325 KWH per month	\$17.00 27.00 per month

Energy Charge

KWH	Any part of the first 500 KWH per month	9.0886 10.4557¢ net per
	Over 500 KWH per month	6.99518 8.3622¢ net per KWH
	With electric heating and/or water heating over 1000 KWH per month	5.73487 7.1019¢ net per KWH

Effective ~~March 31, 2016~~

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 11

RATE RS (Continued)

MINIMUM CHARGE PER MONTH:

The Customer Charge which is payable for each month that service is connected for the Customer's use.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 7	Employee Billing	see Page 159
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No. 13	Air Conditioning Load Management	see Page 165
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No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Sharing Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

WATER HEATING SPECIFICATIONS:

All water heaters shall be non-inductive storage type heaters having a minimum tank capacity of forty (40) gallons, and may be either the single or twin unit electric heating element type. If the heater has two elements, each heating element shall be separately controlled by an adjustable thermostat, and the thermostats shall be wired so that only one unit shall be energized at a time. One heating element shall be located near the bottom of the tank and the upper unit shall be located approximately one-fourth the distance down from the top of the tank.

The heating elements in all water heaters shall be limited in size to a maximum of 5500 watts.

The general specifications relating to the design, element size and operating characteristics of all water heaters connected to the Company's lines and the necessary electrical protection of the circuit furnishing water heating service under this schedule shall be subject to approval by the Company. All installations shall comply with all applicable State, County and Municipal laws, ordinances, rules and regulations.

Subject to the written approval of the Company, in special cases, and only when the elements are a maximum of 4500 watts, the capacity of the storage tank may be less than forty (40) gallons.

SPACE HEATING SPECIFICATIONS:

All electric heating units shall be permanently installed, shall be designed and wired for 208 or 240 volt electric service and shall be controlled by an approved thermostatic device causing minimum radio interference. The maximum wattage of any resistance heating unit or the wattage of a group of such units controlled by any one device, all of which may be energized at the same time, as well as all other aspects of the installation, shall be subject to approval by the Company, and shall be in accordance with approved electric heating standards for the best electric heating results. Approved central or individual space heating units, including heat pump installations, will be served under this rate.

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

RATE RS (Continued)

SPACE HEATING SPECIFICATIONS: (Continued)

The Company may require inspection of any and all electric heating installations, by its representatives, to determine that the installations conform to these requirements.

Notwithstanding any provision for inspection and approval of any equipment by the Company contained herein, the Company does not thereby intend to warrant or guarantee, nor shall the Company be held responsible, either directly or indirectly, for the design, installation, operation, use or performance of any equipment used by the Customer.

MOTOR SPECIFICATIONS:

All electric motors used by the Customer shall conform to the Company's Standard Motor Specifications relating to rated voltage, starting current, power factor, etc.

TERM:

No definite term. However, all service is subject to the term of any contract for a line extension to the premises to be served.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 17

RATE UW
WATER HEATING -- UNCONTROLLED SERVICE

AVAILABILITY:

This Rate is closed and not available for service to new installations after the effective date of this tariff but remains in effect for current Customers. When new or upgraded facilities are required to maintain service to a Rate UW Customer, the Customer shall be removed from Rate UW and be required to take service under an appropriate general service tariff for which the Customer qualifies. Available for separately metered uncontrolled water heating service only, through a non-inductive heater, with resistance elements of either immersion or "wraparound" type, provided that the applicant is a user of the Company's electric service supplied under some other rate at the same location. Not available for seasonal or temporary service, resale, booster heaters or where the energy is to be used for space heating, either directly or indirectly through heat transfer or any combination of such systems.

CHARACTER OF SERVICE:

Single phase, sixty cycle alternating current, at a voltage of approximately 208 or 240 volts, or 208, 240, or 480 volts, three phase at the option of the Company.

SPECIFICATIONS AND CONDITIONS OF SERVICE:

All water heaters shall be non-inductive storage type heaters having a minimum capacity of forty (40) gallons, and shall be automatically controlled.

The maximum electrical capacity that shall be used at any one time shall not exceed 300 watts per gallon of heater tank capacity. All heating elements shall be controlled by adjustable thermostats, and, when service is furnished from the Company's general distribution system, the heating elements shall have such additional controls as may be required so that the energizing of the elements will be limited to steps not exceeding 20 kilowatts at any one time.

The general specifications relating to the design, element size and operating characteristics of all water heaters connected to the Company's lines and the necessary electrical protection of the circuits furnishing water heating service under this schedule shall be subject to approval by the Company.

If the Customer's water heating requirements necessitate two or more heaters, service will be furnished through a single metering installation under the provisions of this rate; provided that beyond the point of the service entrance equipment the circuit or circuits supplying the heaters shall not be contained in a conduit, cable or raceway with any other circuits.

Further, all installations shall comply with applicable State, County and Municipal laws, ordinances, rules and regulations.

RATE:

The sum of the Customer Charge and Energy Charge shown hereafter plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

Customer Charge \$27.0037.00 per month

Energy Charge 5.81396.7615¢ net per KWH

Effective ~~March 31, 2016~~

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 18

RATE UW (Continued)

MINIMUM CHARGE PER MONTH:

The Customer Charge which is payable each month the service is connected for the Customer's use.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 9	Net Metering	see Page 161
No. 13	Air Conditioning Load Management Adjustment	see Page 165
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin <u>Sharing Adjustment</u>	see Page
179.8		
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 19

RATE CW
WATER HEATING -- CONTROLLED SERVICE

AVAILABILITY:

This Rate is closed and not available for service to new installations after the effective date of this tariff but remains in effect for current Customers. When new or upgraded facilities are required to maintain service to a Rate CW Customer, the Customer shall be removed from Rate CW and be required to take service under an appropriate general service tariff for which the Customer qualifies. Available for separately metered domestic and other water heating service, through a non-inductive pressure type heater, with resistance elements of either immersion or "wrap-around" type; provided that the applicant is a user of the Company's electric service supplied under some other rate at the same location. Not available for booster heaters, or in any case if the energy is to be used for space heating, either directly or indirectly, or for any purpose other than water heating.

The Company shall have the right to install or place in operation time control equipment to regulate the operation of the water heater at any time demands on the Company's system or other conditions, in the judgment of the Company, require installation or operation of such devices. The off-service period or periods will not exceed an aggregate of six hours per day.

CHARACTER OF SERVICE:

Single phase, sixty cycle alternating current, at a voltage of approximately 208 or 240 volts, or 208, 240 or 480 volts three phase, at the option of the Company.

SPECIFICATIONS AND CONDITIONS OF SERVICE:

All water heaters shall be non-inductive storage type heaters having a minimum tank capacity of forty (40) gallons, and may be either the single or twin unit electric heating element type. If the heater has two elements, each heating element shall be separately controlled by an adjustable thermostat, and the thermostats shall be wired so that only one unit shall be energized at a time. One heating element shall be located near the bottom of the tank and the upper unit shall be located approximately one-fourth the distance down from the top of the tank.

The heating elements in all water heaters shall be limited in size to a maximum of 5500 watts each.

The general specifications relating to the design, element size and operating characteristics of all water heaters connected to the Company's lines and the necessary electrical protection of the circuit furnishing water heating service under this schedule shall be subject to approval by the Company. All installations shall comply with all applicable State, County and Municipal laws, ordinances, rules and regulations.

Subject to the written approval of the Company, in special cases, and only when the elements are a maximum of 4500 watts, the capacity of the storage tank may be less than forty (40) gallons.

The necessary time control equipment, if installed or placed in operation, will be owned, operated, maintained and sealed by the Company.

If the Customer's water heating requirements necessitate two heaters of the type described in this rate, service will be provided for the two heaters through a single metering installation under the provisions of this rate; provided that beyond the point of the service entrance, the circuit or circuits supplying the heaters shall not be contained in a conduit, cable or raceway with any other circuits. If the number of heaters required exceeds two, but the requirements of this rate are otherwise met, service will be furnished only upon special written approval of the Company.

Indianapolis Power & Light Company
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Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 20

RATE CW (Continued)

RATE:

The sum of the Customer Charge and Energy Charge shown hereafter plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

<u>Customer Charge</u>	\$ 7.10 18.50 per month
<u>Energy Charge</u>	6.43 65.8875¢ net per KWH

MINIMUM CHARGE PER MONTH:

The Customer Charge which is payable each month the service is connected for the Customer's use.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 9	Net Metering	see Page 161
No. 13	Air Conditioning Load Management Adjustment	see Page 165
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Sharing Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 31

RATE SS
SECONDARY SERVICE (SMALL)

AVAILABILITY:

Available for general service - lighting and/or power. Available only to the ultimate consumer of the energy; not for resale. Not available for stand-by or auxiliary service. Customers requiring in excess of 75 KW demand will be served only under special agreement, setting out the minimum monthly service charge.

CHARACTER OF SERVICE:

Sixty cycle alternating current measured and delivered at 120 volts single phase two wire, 120/240 volts single phase three wire, 120/240 volts three phase four wire, 120/208 volts single phase three wire, 120/208 volts three phase four wire or 277/480 volts three phase four wire; however, Company may deliver and measure energy three phase, at standard primary voltage, (4160 volts or 13,200 volts) if in its judgment, it is more advantageous to both the Customer and the Company from the standpoint of engineering or other practical considerations. If energy is delivered and metered at primary voltage, three and one-half percent (3.5½%) will be deducted from KWH consumed for billing purposes. No discount will be allowed where any part of the energy is utilized at primary voltage.

RATE:

The sum of the Customer Charge and Energy Charge shown hereafter plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

Customer Charge

For bills of 0-5000 KWH/mo.	\$30.00 40.00 per month
For bills over 5000 KWH/mo.	\$50.00 55.00 per month

Energy Charge

First 5000 KWH per month	9.509 10.4635¢ net per KWH
Over 5000 KWH per month	8.039 8.9935¢ net per KWH

MINIMUM CHARGE PER MONTH:

The Customer Charge which is payable for each month that service is connected for the Customer's use.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 4	Additional Charges for Transformers and Other Facilities Furnished By Company to Customer	see Page 154
No. 5	Short Term Service	see Page 156
No. 6	Fuel Cost Adjustment	see Page 157
No. 9	Net Metering	see Page 161
No. 13	Air Conditioning Load Management Adjustment	see Page 165
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3

Effective ~~March 31, 2016~~

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 32

RATE SS (Continued)

STANDARD CONTRACT RIDERS APPLICABLE: (Continued):

No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Sharing Adjustment	see Page
179.8		
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

TERM:

Standard three year term or short term or temporary service. However, all contracts are subject to the term of any contract for a line extension to the premises under consideration.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 33

RATE SH
SECONDARY SERVICE - ELECTRIC SPACE CONDITIONING
SEPARATELY METERED

AVAILABILITY:

Available in the entire area served for non-residential separately metered electric space heating or combined electric space heating, air cooling and/or water heating, subject to the conditions hereinafter set forth.

Permanently installed electric equipment to cool the same area served by the electric space heating equipment may be connected to the space heating circuit provided adequate controls are installed and in operation so that only the space heating equipment or the space cooling equipment operates at any one time; and, provided further, that the electric space heating load is equal to or greater than the space cooling load. Electric water heaters which conform to the applicable requirements set out in the Company's Rate CW and UW may also be connected to the space heating circuit and billed under this rate. Neither the lighting load nor any other equipment than that described above may be connected to the space heating circuit.

The electric space heating and cooling installation shall be for the sole purpose of contributing to the personal comfort or health of the occupants of the premises. In no case may energy supplied and billed under this rate be used for manufacturing or product processing purposes. The latter service and all other power and lighting service will be supplied directly to the Customer and will be separately metered and billed at the rate applicable; provided, however, that all electric service to Elementary Schools, Junior High Schools, and High Schools, otherwise meeting the conditions and requirements of this rate, may be single metered and billed under sub-paragraph (2) of the section below captioned "RATE."

This rate is not available for temporary, periodic or seasonal service, or where the heating installation does not conform to the general requirements set forth in the section hereof captioned "SPACE HEATING SPECIFICATIONS."

CHARACTER OF SERVICE:

Sixty cycle alternating current, measured and delivered at 120/240 volts single phase three wire, 120/240 volts three phase four wire, 120/208 volts single phase three wire, 120/208 volts three phase four wire, 277/480 volts three phase four wire; however, Company may deliver and measure energy three phase, at standard primary voltage (4160 volts or 13,200 volts) if in its judgment it is more advantageous to both the Customer and the Company from an engineering or other practical consideration. If energy is delivered and metered at primary voltage, three and one-half percent (3.5½%) will be deducted from KWH consumed for billing purposes. No discount will be allowed where any part of the energy is utilized at primary voltage.

RATE:

(1) As to any and all Customers qualifying under the "Availability" clause for separately metered space heating or combined space heating, air cooling and/or water heating, the following:

The sum of the Customer Charge and Energy Charge shown hereafter plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

Customer Charge \$30.0055.00 per month

Energy Charge 7.713410.0136¢ net per KWH

Effective ~~March 31, 2016~~

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 34

RATE SH (Continued)

RATE: (Continued)

(2) In the case only of Elementary Schools, Junior High Schools and High Schools qualifying under the "Availability" clause, but with the additional qualification that electricity is used to the exclusion of any other source of energy for space heating and air cooling in the structure or structures or addition to the structure or structures on the premises and where all of the electric energy requirements are single metered, except that electric water heating may be separately metered and billed on the rate applicable, thereto the following:

The sum of the Customer Charge and Energy Charge shown hereafter plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

Customer Charge \$~~30.00~~55.00 per month

Energy Charge

The KWH determined by multiplying the KW connected lighting load by an average burning time of 155 hours per month shall be billed as follows:

Any part of the first 5000 KWH per month	10.62 <u>12.06</u> ¢ net per KWH
All over 5000 KWH per month	9.15 <u>10.59</u> ¢ net per KWH
All KWH in excess of 155 times the connected KW lighting load	7.76 <u>9.20</u> ¢ net per KWH

MINIMUM CHARGE PER MONTH:

For bills computed under (1) above: The Customer Charge which is payable for each month that service is connected for the Customer's use.

For bills computed under (2) above: The minimum charge shall be the Customer Charge plus the Energy and Demand Charges for 155 hours use of the connected lighting load, except for the billing periods of July through September when the minimum charge shall be the Customer Charge.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 9	Net Metering	see Page 161
No. 13	Air Conditioning Load Management Adjustment	see Page 165
No. 15	Load Displacement	see Page 171
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Sharing Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

RATE SH (Continued)

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

SPACE HEATING SPECIFICATIONS:

All electric heating units shall be permanently installed, and shall be controlled by an approved thermostatic device causing minimum radio interference.

All heating installations shall be of a type acceptable to the Company, and should be in accordance with approved electric heating standards for the best electric heating results. Approved central or individual space heating units, including heat pump installations, will be served under this rate.

The Company may require inspection of any and all electric heating installations, by its representatives, to determine that the installations conform to these requirements.

Notwithstanding any provision for inspection and approval of any equipment by the Company contained herein, the Company does not thereby intend to warrant or guarantee, nor shall the Company be held responsible, either directly or indirectly, for the design, installation, operation, use or performance of any equipment used by the Customer.

MOTOR SPECIFICATIONS:

All electric motors used by the Customer shall conform to the Company's Standard Motor Specifications relating to rated voltage, starting current, power factor, etc.

TERM:

No definite term. However, all service is subject to the term of any contract for a line extension to the premises to be served.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

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Indianapolis, Indiana

I.U.R.C. No. E-187

RATE OES
OFF-PEAK ENERGY STORAGE
SEPARATELY METERED

AVAILABILITY:

Available for non-residential separately metered Electric Energy Storage Service, subject to the conditions hereinafter set forth.

Electric Energy Storage Service is defined as any electric equipment/process, the sole function of which is to consume electrical energy off-peak to be:

- 1) used for thermal (heating/cooling) conditioning Off-Peak; and/or,
- 2) stored for all uses On-Peak.

In no case may energy supplied and billed under this rate be used for off-peak manufacturing, product processing, lighting, or any non-thermal conditioning purposes.

This rate is intended for year-round application; seasonal disconnect is not permitted. This rate is not available for any equipment/process that has been a part of a Demand-Side Management or other Company program for which an incentive or other benefit has been received.

CHARACTER OF SERVICE:

Sixty cycle alternating current measured and delivered at 120 volts single phase two wire, 120/240 volts single phase three wire, 120/240 volts three phase four wire, 120/208 volts single phase three wire, 120/208 volts three phase four wire or 277/480 volts three phase four wire; however, Company may deliver and measure energy three phase, at standard primary voltage, (4160 volts or 13,200 volts) if in its judgment, it is more advantageous to both the Customer and the Company from the standpoint of engineering or other practical considerations. If energy is delivered and metered at primary voltage, three and one-half percent (3.5½%) will be deducted from KWH consumed for billing purposes. No discount will be allowed where any part of the energy is utilized at primary voltage.

RATE:

The sum of the Customer Charge and Energy Charge shown hereafter plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

<u>Customer Charge</u>		\$82.00 per month
<u>Energy Charge</u>	Off-Peak Period:	2.50¢ net per KWH
	On-Peak Period:	10.00¢ net per KWH

where, the Off-peak period is defined as all hours between 10 p.m. and 6 a.m. weekdays, and all hours on Saturday, Sunday and holidays. All other hours are considered to be On-peak.

MINIMUM CHARGE PER MONTH:

The Customer Charge which is payable for each month that service is connected for the Customer's use.

Effective ~~March 31, 2016~~

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Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 41

RATE OES (Continued)

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 4	Additional Charges for Transformers and Other Facilities Furnished by Company to Customer	see Page 154
No. 6	Fuel Cost Adjustment	see Page 157
No. 9	Net Metering	see Page 161
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Sharing Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

ENERGY STORAGE EQUIPMENT SPECIFICATIONS:

All energy storage installations shall be permanently installed, shall be of a type acceptable to the Company, and shall be in accordance with all applicable standards and codes.

The Company may inspect any and all energy storage installations to determine the installations conform to these requirements.

Notwithstanding any provision for inspection and approval of any equipment by the Company contained herein, the Company does not warrant or guarantee, nor shall the Company be held responsible, either directly or indirectly, for the design, installation, operation, use or performance of any equipment used by the Customer.

TERM:

Standard three year term.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Effective ~~March 31, 2016~~

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 50

RATE SL
SECONDARY SERVICE (LARGE)

AVAILABILITY:

Available to any alternating current Customer for lighting and/or power service who will contract for not less than fifty (50) kilowatts of demand.

CHARACTER OF SERVICE:

Sixty cycle alternating current energy, ordinarily delivered and measured at 120/240 volts single phase three wire, 120/240 volts three phase four wire, 120/208 volts three phase four wire or 277/480 volts three phase four wire, which voltage will be designated by the Company, and through a single metering installation. If the Company, at its option, measures all the energy at the primary side of the transformers (4,160 volts or 13,200 volts), the following deductions will be made in the meter readings: Two and one-half percent (2.5½%) will be deducted from the KW of demand established by the Customer during the month and two and one-half percent (2.5½%) will be deducted from the KWH consumed. No discount will be allowed where any part of energy is utilized at primary voltage.

TRANSFORMER OWNERSHIP:

All transformers and supplementary equipment will be owned, installed, operated and maintained by the Company. No discount will be allowed for Customer ownership of transformation facilities.

RATE:

The Customer Charge; plus the sum of the Demand Charge and the Energy Charge adjusted according to the "Power Factor" clause shown hereafter; plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

<u>Customer Charge</u>	\$120.00
<u>Demand Charge</u> All KW of billing demand per month @	\$17.10 <u>22.58</u> net per KW
<u>Energy Charge</u>	3.54 <u>23.7018</u> ¢ net per KWH

DETERMINATION OF BILLING DEMAND:

The billing demand shall be the average of the three (3) highest fifteen (15) minute interval demands, expressed in kilowatts, established by the Customer during the billing month under consideration, but not less than sixty percent (60%) of the highest billing demand that has been established in any of the immediately preceding eleven (11) months, and in no case upon less than fifty (50) kilowatts.

POWER FACTOR:

The Customer's bill will be adjusted by multiplying the sum of the demand and energy charges by the multiplier set out in the table below whenever the average monthly power factor of his operation varies from eighty-five percent (85%) lagging, as determined by suitable instruments connected at the point where the energy and the demand are measured for billing purposes. In determining the average power factor for the month, no credit will be given for leading power factor. Any equipment installed to control or to correct the power factor shall be of such design, and it shall be so controlled and operated at all times, that its use will not create any undesirable operating characteristics (including voltage rise) in the supply circuits, beyond the limits of good practice.

Effective ~~March 31, 2016~~

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I.U.R.C. No. E-187

Original No. 51

RATE SL (Continued)

~~such design, and it shall be so controlled and operated at all times, that its use will not create any undesirable operating characteristics (including voltage rise) in the supply circuits, beyond the limits of good practice.~~

POWER FACTOR: (Continued)

<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>
1.00	.951	.87	.9919	.74	1.0563	.61	1.1661
.99	.9535	.86	.9958	.73	1.0627	.60	1.1785
.98	.9562	.85	1.0000	.72	1.0694	.59	1.1897
.97	.9590	.84	1.0041	.71	1.0764	.58	1.2025
.96	.9618	.83	1.0085	.70	1.0835	.57	1.2159
.95	.965	.82	1.0131	.69	1.0913	.56	1.2300
.94	.9677	.81	1.0178	.68	1.0992	.55	1.2455
.93	.9709	.80	1.0230	.67	1.1075	.54	1.2607
.92	.9741	.79	1.0277	.66	1.1161	.53	1.2773
.91	.9774	.78	1.0330	.65	1.1255	.52	1.2950
.90	.981	.77	1.0386	.64	1.1347	.51	1.3136
.89	.9844	.76	1.0442	.63	1.1447	.50	1.3335
.88	.9881	.75	1.0500	.62	1.1551		

MINIMUM CHARGE PER MONTH:

The sum of the Customer Charge and Demand Charge, which is to be in no case for less than fifty (50) kilowatts.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 2	Stand-by Service	see Page 152
No. 4	Additional Charges for Transformers and Other Facilities Furnished by Company to Customer	see Page 154
No. 5	Short Term Service	see Page 156
No. 6	Fuel Cost Adjustment	see Page 157
No. 8	Off-Peak Service	see Page 160
No. 9	Net Metering	see Page 161
No. 13	Air Conditioning Load Management Adjustment	see Page 165
No. 15	Load Displacement	see Page 171
No. 17	Curtailement Energy	see Page 175
No. 18	Curtailement Energy II	see Page 178
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 23	Market Based Demand Response Rider	see Page 179.6
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin <u>Sharing Adjustment</u>	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-1~~87~~

RATE SL (Continued)

STANDARD TERM:

Three years.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Effective ~~March 31, 2016~~

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-1~~87~~

Original No. 53

RATE PL
PRIMARY SERVICE (LARGE)

AVAILABILITY:

Available for power and lighting delivered at primary distribution voltage. Minimum contract five hundred (500) kilowatts of demand. Not for resale.

CHARACTER OF SERVICE:

Standard Characteristics: Three phase, sixty cycle alternating current supplied from overhead lines through transformers and other substation equipment owned by the Company, delivered at one point on Customer's premises, and at primary distribution voltage, approximately 4,160 or 13,200 volts. All distribution transformers, lines and other equipment on the Customer's side of the point of delivery shall be installed, owned, operated and maintained by the Customer.

Non-Standard Characteristics: If the Customer desires service necessitating transformers (including circuit breakers, supporting structure and supplementary equipment) which do not conform to the standard of the Company as to design, voltage ratio or capacity; or if the Customer desires the exclusive use and/or control of the transformers of standard or non-standard characteristics, energy will be delivered in either case at the high tension side of such transformers, which, however, shall be installed, owned, operated and maintained by the Customer.

Demand and energy measurements may be made at either the high tension (input) or low tension (load) side of the transformers, but, if measured at the high tension side, will be adjusted before billing by the deduction of one-half percent (½%), so that they will be equivalent to measurement at a standard primary distribution voltage, approximately 4,160 or 13,200 volts. The Company, for engineering or other practical reasons, may at its option supply and measure service at sub-transmission voltage.

RATE:

The Customer Charge; plus the sum of the Demand Charge and the Energy Charge adjusted according to the "Power Factor" clause shown hereafter; plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

<u>Customer Charge</u>	\$120.00
<u>Demand Charge</u> All KW of billing demand per month @	\$18.20 <u>24.61</u> net per KW
<u>Energy Charge</u>	3.40473 <u>6.199</u> ¢ net per KWH

Effective ~~March 31, 2016~~

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 54

RATE PL (Continued)

DETERMINATION OF BILLING DEMAND:

The billing demand shall be determined as being the average of the three (3) highest fifteen (15) minute interval demands, expressed in kilowatts, established by the Customer during the billing month under consideration but with the further provision that the demand charge shall be based upon not less than sixty percent (60%) of the highest billing demand that has been established in any of the immediately preceding eleven (11) months, and in no case upon less than five hundred (500) kilowatts.

MINIMUM CHARGE PER MONTH:

The sum of the Customer Charge and Demand Charge, which is to be in no case for less than five hundred (500) kilowatts.

POWER FACTOR:

The Customer's bill will be adjusted by multiplying the sum of the demand and energy charges by the multiplier set out in the table below whenever the average monthly power factor of his operation varies from eighty-five percent (85%) lagging, as determined by suitable instruments connected at the point where the energy and the demand are measured for billing purposes. In determining the average power factor for the month, no credit will be given for leading power factor. Any equipment installed to control or to correct the power factor shall be of such design, and it shall be so controlled and operated at all times, that its use will not create any undesirable operating characteristics (including voltage rise) in the supply circuits, beyond the limits of good practice.

<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>
1.00	.951	.87	.9919	.74	1.0563	.61	1.1661
.99	.9535	.86	.9958	.73	1.0627	.60	1.1785
.98	.9562	.85	1.0000	.72	1.0694	.59	1.1897
.97	.9590	.84	1.0041	.71	1.0764	.58	1.2025
.96	.9618	.83	1.0085	.70	1.0835	.57	1.2159
.95	.965	.82	1.0131	.69	1.0913	.56	1.2300
.94	.9677	.81	1.0178	.68	1.0992	.55	1.2455
.93	.9709	.80	1.0230	.67	1.1075	.54	1.2607
.92	.9741	.79	1.0277	.66	1.1161	.53	1.2773
.91	.9774	.78	1.0330	.65	1.1255	.52	1.2950
.90	.981	.77	1.0386	.64	1.1347	.51	1.3136
.89	.9844	.76	1.0442	.63	1.1447	.50	1.3335
.88	.9881	.75	1.0500	.62	1.1551		

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 55

RATE PL (Continued)

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 2	Stand-by Service	see Page 152
No. 4	Additional Charges for Transformers and Other Facilities Furnished by Company to Customer	see Page 154
No. 5	Short Term Service	see Page 156
No. 6	Fuel Cost Adjustment	see Page 157
No. 8	Off-Peak Service	see Page 160
No. 9	Net Metering	see Page 161
No. 13	Air Conditioning Load Management Adjustment	see Page 165
No. 14	Interruptible Power	see Page 166
No. 15	Load Displacement	see Page 171
No. 17	Curtailed Energy	see Page 175
No. 18	Curtailed Energy II	see Page 178
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 23	Market Based Demand Response Rider	see Page 179.6
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin <u>Sharing Adjustment</u>	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

STANDARD TERM:

Three years.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 56

RATE PH
PROCESS HEATING

AVAILABILITY:

Available, subject to a minimum contract of one hundred (100) kilowatts of demand, for Process Heating when used for manufacturing purposes only and service is supplied from the overhead distribution system. All other lighting, space heating and power will be measured and billed separately under the rate appropriate for that service.

MEASUREMENT:

Energy will be delivered and measured in the form of three phase, sixty cycle alternating current at 120/240 volts, 120/208 volts or 277/480 volts and ordinarily at the primary side of any auxiliary transformers used in connection with the Customer's industrial heating equipment.

In case these quantities are measured at primary distribution voltage (4,160 or 13,200 volts) or at subtransmission voltage (34,500 volts), three and one-half percent (~~3.54~~%) will be deducted from the measured KWH and three percent (3%) will be deducted from the measured KW demand before billing. The service voltage will be specified by the Company.

RATE:

The Customer Charge; plus the Energy Charge adjusted according to the "Power Factor" clause shown hereafter; plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

<u>Customer Charge</u>		\$ 1,000.00 1,250.00
<u>Energy Charge</u>		
KWH	Any part of the first 250 hours use of the billing demand per month	@ 7.33 8.3540¢ net per
KWH	All additional energy	@ 5.83 6.8540¢ net per

DETERMINATION OF BILLING DEMAND:

The billing demand shall be the average of the three (3) highest fifteen (15) minute interval demands, expressed in kilowatts, occurring during the billing month under consideration and in no event less than sixty percent (60%) of the highest billing demand used in any of the preceding eleven (11) months, nor less than one hundred (100) kilowatts.

POWER FACTOR:

The Customer's bill will be adjusted by multiplying the energy charge by the multiplier set out in the table below whenever the average monthly power factor of his operation varies from eighty-five percent (85%) lagging, as determined by suitable instruments connected at the point where the energy and the demand are measured for billing purposes. In determining the average power factor for the month, no credit will be given for leading power factor. Any equipment installed to control or to correct the power factor shall be of such design, and it shall be so controlled and operated at all times, that its use will not create any undesirable operating characteristics (including voltage rise) in the supply circuits, beyond the limits of good practice.

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 57

RATE PH (Continued)

POWER FACTOR:- (Continued)

<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>
1.00	.951	.87	.9919	.74	1.0563	.61	1.1661
.99	.9535	.86	.9958	.73	1.0627	.60	1.1785
.98	.9562	.85	1.0000	.72	1.0694	.59	1.1897
.97	.9590	.84	1.0041	.71	1.0764	.58	1.2025
.96	.9618	.83	1.0085	.70	1.0835	.57	1.2159
.95	.965	.82	1.0131	.69	1.0913	.56	1.2300
.94	.9677	.81	1.0178	.68	1.0992	.55	1.2455
.93	.9709	.80	1.0230	.67	1.1075	.54	1.2607
.92	.9741	.79	1.0277	.66	1.1161	.53	1.2773
.91	.9774	.78	1.0330	.65	1.1255	.52	1.2950
.90	.981	.77	1.0386	.64	1.1347	.51	1.3136
.89	.9844	.76	1.0442	.63	1.1447	.50	1.3335
.88	.9881	.75	1.0500	.62	1.1551		

MINIMUM CHARGE PER MONTH:

The sum of the Customer Charge and the computed charge for 120 hours use of the billing demand.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 8	Off-Peak Service	see Page 160
No. 9	Net Metering	see Page 161
No. 13	Air Conditioning Load Management Adjustment	see Page 165
No. 17	Curtailement Energy	see Page 175
No. 18	Curtailement Energy II	see Page 178
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 23	Market Based Demand Response Rider	see Page 179.6
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin <u>Sharing Adjustment</u>	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

STANDARD TERM:

Three years.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Effective March 31, 2016

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 58

RATE HL

~~(HIGH LOAD FACTOR—~~

~~——PRIMARY DISTRIBUTION, SUB-TRANSMISSION AND TRANSMISSION VOLTAGES)~~

AVAILABILITY:

Available for power and lighting service at standard primary distribution, sub-transmission, or transmission line voltages. Delivery voltage to be determined by the Company. Minimum contract two thousand (2,000) kilowatts of demand. Not for resale.

CHARACTER OF SERVICE:

Standard Characteristics: Three phase, sixty cycle alternating current, delivered and metered at one point on Customer's premises, at primary distribution voltage (approximately 4,160 or 13,200 volts), sub-transmission voltage (approximately 34,500 volts), or transmission voltage (approximately 138,000 or 345,000 volts). All distribution transformers, lines and other equipment on the Customer's side of the point of delivery shall be installed, owned, operated and maintained by the Customer.

Non-Standard Characteristics: If the Customer desires service necessitating transformers (including circuit breakers, supporting structure and supplementary equipment) which do not conform to the standards of the Company as to design, voltage ratio or capacity, or if the Customer desires the exclusive use and/or control of the transformers (whether standard or non-standard), such transformers shall be installed, owned, operated and maintained by the Customer, and the point of delivery in either case shall be at the high voltage side of the transformers.

LOW-LOAD FACTOR SERVICE:

Any existing transmission voltage customer with an annual average billing load factor less than 15 percent during the preceding 12 months, will be charged the low-load factor transmission rate. The annual average billing load factor shall be calculated by dividing the preceding 12-month total billed KWH of usage by the number of hours in the preceding billing year, and then dividing that total by the highest monthly KW of billing demand for the preceding year.

RATE:

The Customer Charge; plus the sum of the Demand Charge and the Energy Charge adjusted according to the "Power Factor" clause shown hereafter; plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

Customer Charge

For service at primary distribution voltage	\$135.00
For service at sub-transmission voltage	\$140.00 215.00
For service at transmission voltage	\$180.00 500.00
For low-load factor service at transmission voltage	\$500.00

Demand Charge

For service at primary distribution voltage (4,160 or 13,200 volts) All KW of billing demand per month @	\$12.05 24.61 net per KW
For service at sub-transmission voltage (34,500 volts) All KW of billing demand per month @	\$11.50 22.82 net per KW
For service at transmission voltage (138,000 or 345,000 volts) All KW of billing demand per month @	\$11.07 22.27 net per KW

RATE HL (Continued)

Demand Charge (Continued)

For low-load factor service at transmission voltage (138,000 or 345,000 volts)
All KW of billing demand per month @ \$14.48 net per KW

Energy Charge

For service at primary distribution voltage	4.5502 <u>3.5880</u> ¢ net per KWH
For service at sub-transmission voltage	4.6626 <u>3.5702</u> ¢ net per KWH
For service at transmission voltage	4.4908 <u>3.5306</u> ¢ net per KWH
<u>For low-load factor service at transmission voltage</u>	<u>4.9474¢ net per KWH</u>

Effective March 31, 2016

~~Indianapolis Power & Light Company I.U.R.C. No. E 187 Original No. 59
 One Monument Circle
 Indianapolis, Indiana~~

RATE HL (Continued)

DETERMINATION OF BILLING DEMAND:

The billing demand shall be the average of the three (3) highest fifteen (15) minute interval demands, expressed in kilowatts, established by the Customer during the billing month under consideration, but not less than seventy-five percent (75%) of the highest billing demand that has been established in any of the immediately preceding eleven (11) months, and in no case less than two thousand (2,000) kilowatts.

POWER FACTOR:

The Customer's bill will be adjusted by multiplying the sum of the demand and energy charges by the multiplier set out in the table below whenever the average monthly power factor of his operation varies from eighty-five percent (85%) lagging, as determined by suitable instruments connected at the point where the energy and the demand are measured for billing purposes. In determining the average power factor for the month, no credit will be given for leading power factor. Any equipment installed to control or to correct the power factor shall be of such design, and it shall be so controlled and operated at all times, that its use will not create any undesirable operating characteristics (including voltage rise) in the supply circuits, beyond the limits of good practice.

<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>
.100	.951	.87	.9919	.74	1.0563	.61	1.1661
.99	.9535	.86	.9958	.73	1.0627	.60	1.1785
.98	.9562	.85	1.0000	.72	1.0694	.59	1.1897
.97	.9590	.84	1.0041	.71	1.0764	.58	1.2025
.96	.9618	.83	1.0085	.70	1.0835	.57	1.2159
.95	.965	.82	1.0131	.69	1.0913	.56	1.2300
.94	.9677	.81	1.0178	.68	1.0992	.55	1.2455
.93	.9709	.80	1.0230	.67	1.1075	.54	1.2607
.92	.9741	.79	1.0277	.66	1.1161	.53	1.2773
.91	.9774	.78	1.0330	.65	1.1255	.52	1.2950
.90	.981	.77	1.0386	.64	1.1347	.51	1.3136
.89	.9844	.76	1.0442	.63	1.1447	.50	1.3335
.88	.9881	.75	1.0500	.62	1.1551		

MINIMUM CHARGE PER MONTH:

~~The sum of the Customer Charge and Demand Charge, which is to be in no case for less than two thousand (2,000) kilowatts.~~

STANDARD CONTRACT RIDERS APPLICABLE:

- ~~No. 1 Customer Load Characteristics see Page 150~~
- ~~No. 4 Additional Charges for Transformers and Other Facilities
 Furnished by Company to Customer see Page 154~~
- ~~No. 6 Fuel Cost Adjustment see Page 157~~
- ~~No. 8 Off Peak Service see Page 160~~
- ~~No. 9 Net Metering see Page 161~~
- ~~No. 13 Air Conditioning Load Management Adjustment see Page 165~~
- ~~No. 14 Interruptible Power see Page 166~~
- ~~No. 15 Load Displacement see Page 171~~

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 60

RATE HL (Continued)

MINIMUM CHARGE PER MONTH:

The sum of the Customer Charge and Demand Charge, which is to be in no case for less than two thousand (2,000) kilowatts.

STANDARD CONTRACT RIDERS APPLICABLE: (Continued)

~~STANDARD CONTRACT RIDERS APPLICABLE:~~

No. 1	Customer Load Characteristics	see Page 150
No. 4	Additional Charges for Transformers and Other Facilities Furnished by Company to Customer	see Page 154
No. 6	Fuel Cost Adjustment	see Page 157
No. 8	Off-Peak Service	see Page 160
No. 9	Net Metering	see Page 161
No. 13	Air Conditioning Load Management Adjustment	see Page 165
No. 14	Interruptible Power	see Page 166
No. 15	Load Displacement	see Page 171
No. 17	Curtailement Energy	see Page 175
No. 18	Curtailement Energy II	see Page 178
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 23	Market Based Demand Response Rider	see Page 179.6
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Sharing Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

STANDARD TERM:

Five years.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Effective ~~March 31, 2016~~

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 61

RATE CSC
CUSTOMER SPECIFIC CONTRACTS

PURPOSE:

To provide an appropriate response to non-standard or specialized Customer requests for electric services and/or meet competitive forces in the energy services markets in a manner that satisfies the needs of participating Customers while balancing the interests of the participating Customer, the non-participating Customers, and the Company.

AVAILABILITY:

Any Customer with a minimum contract demand of 2000 kilowatts, not for resale, can be considered for a Rate CSC, Customer Specific Contract, upon written application to the Company if one or more of the following conditions is shown to exist:

- 1) The Customer desires non-standard electric service for new or existing load;
- 2) The Customer desires specialized electric service for new or existing load;
- 3) The Customer has potential new load which will not materialize at the Company's standard tariff rates; and/or
- 4) The Customer intends to utilize a source other than the Company for electric service for new or existing load absent service under this rate by showing:
 - (a) The Customer has a competitive alternative to the Company's standard tariff rates; and
 - (b) The comparative economics, including but not limited to availability of capital, environmental impacts, and assessment of risk, of the alternative over the Company's standard tariff rates are material; and
 - (c) The alternative is demonstrated to be technologically feasible and legally permissible; and
 - (d) The Customer has taken substantial steps to fairly evaluate the alternative sufficient to establish the Customer's actual ability to utilize the alternative within a reasonable period of time.

Upon receipt of the Customer's written application, and such further information as the Company may require, the Company and the applying Customer may, at the sole discretion of either party, commence negotiation of rates, terms, and conditions of service under this tariff. If the parties reach a mutually acceptable agreement, it shall be reduced to writing and submitted to the Engineering Department of the Commission for approval pursuant to I.C. 8-1-2-24; 25. Such submission shall include, but not be limited to:

- A) Full disclosure of all rates, terms and conditions of service and any and all agreements related thereto;
- B) Evidence received by the Company showing the Customer's satisfaction of the condition(s) set forth above as 1 through 4 (a-d); and

Effective ~~March 31, 2016~~

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 62

RATE CSC (Continued)

AVAILABILITY: (Continued):

- C) An analysis demonstrating that the compensation to be received under the contract during its term shall exceed the incremental cost to the Company from performance under the contract.

CHARACTER OF SERVICE:

Three phase, sixty cycle alternating current unless otherwise specified.

RATE:

All charges for service under this rate shall be the charges contained in the contract between the Company and the Customer.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 4	Additional Charges for Transformers and Other Facilities Furnished by Company to Customer	see Page 154
No. 6	Fuel Cost Adjustment	see Page 157
No. 8	Off-Peak Service	see Page 160
No. 9	Net Metering	see Page 161
No. 14	Interruptible Power	see Page 166
No. 15	Load Displacement	see Page 171
No. 17	Curtailment Energy	see Page 175
No. 18	Curtailment Energy II	see Page 178
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin <u>Sharing Adjustment</u>	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

CONTRACT TERMS:

The duration of the contract, and the terms and conditions of service shall be those contained in the contract between the Company and the Customer.

CONFIDENTIALITY:

Upon request of the Company or the Customer, upon good cause shown by affidavit, all terms and conditions of any contract under this tariff, and any information contained in the submission set forth above at A) through C), shall be protected from disclosure as confidential, proprietary trade secrets pursuant to I.C. 8-1-2-29 and I.C. 5-14-3.

Effective March 31, 2016

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-17E-18

Original No. 90

RATE MU-1 (VINTAGE)
MUNICIPAL LIGHTING AND OTHER DEVICES

APPLICABILITY:

For Street and Traffic Lighting of public streets, parkways, improved alleys, boulevards, drives, bridges, parking areas, or other public places by Cities or Towns ~~or by individuals, groups of individuals~~, associations and other than incorporated municipalities; and lighting of public parks, drives, bridges, parking areas or other public places by only Cities or Towns where there is a prospect that the capital expenditure is warranted. The capital expenditure will be warranted if the amount of revenue received in sixty (60) months exceeds the estimated cost of installation for the lights as calculated by the Company. If the 60-month revenue does not exceed the cost of installation, the Customer must pay two and one-half (2½) times the difference of the cost of installation and the 60-month revenue prior to installation of the lighting. The terms, prices and provisions of this rate schedule shall be applicable to a consolidated city of the first class only to the extent not inconsistent with the specifications, terms, prices and provisions in contracts which may be entered into by such city pursuant to I.C. § 36-9-9-1, et. seq.

This rate is also available to municipalities for other municipal devices used for public purposes.

Rate MU-1 Vintage is no longer available for new installations after ~~March 31, 2016~~ ~~the effective date of this tariff~~. Specific rates on the Rate MU-1 Vintage tariff marked with a double asterisk (**) remain in effect for existing installations until the Company can no longer repair or support maintenance requirements for that particular light. IPL will support these high intensity discharge (HID) lighting offerings for as long as the technology is available.

The National Energy Policy Act of 2005 requires that Mercury Vapor (MV) lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing MV lamp installations in accordance with this tariff.

The Energy Independence and Security Act of 2007 mandated pulse start ballasts; therefore standard ballast Metal Halide (MH) lamps are no longer offered for new construction. To the extent that the Company has the necessary materials, the Company will continue to maintain existing MH lamp installations in accordance with this tariff.

CHARACTER OF SERVICE:

- a) Flat Rate Street Lighting Service:
 - (1) Company to furnish, erect and maintain the necessary lamps, fixtures, poles, wiring, etc., and to operate them on a lighting schedule approximately ~~4100~~ 4000 hours per year.
 - (2) Company to operate Customer-owned equipment on a lighting schedule approximately ~~4100~~ 4000 hours per year.
- b) Flat Rate Service for Traffic Signals, Safety Lighting Fixtures and/or Other Municipal Devices:

Optional flat rate unmetered service for the supply of energy only, 24 hours per day or less at the option of the Customer, for traffic signals, safety lighting fixtures and/or Other Municipal Devices. All equipment including fixtures, supporting structures and electrical apparatus that is beyond the point of supply to be owned, operated and maintained by the Customer. This service will be delivered and measured at Company's secondary distribution voltage.
- c) Additional Facilities:

If the Customer and Company agree to installations requiring additional facilities that are not addressed in other sections of this tariff, these facilities will be subject to an additional facilities charge of 1.65% of the installed cost per month.

Effective ~~March 31, 2016~~

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-17E-18

Original No. 91

RATE MU-1 (VINTAGE) (Continued)

BILLING:

Bills will be rendered monthly for Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section, applying monthly KWH as shown in Lighting KWH table, plus one-twelfth (1/12) of the annual charges for flat rate service set out in Rate sections (a) and (b) which follow.

RATE:

Section (a) (1)

Prices in Section (a) (1) are for Company-owned equipment and include all maintenance costs associated with the equipment. Also included when an outage is due to failure of lamp, said lamp will be replaced within two (2) working days after such fact has been reported to or discovered by the Company. When failure or outage is due to reasons other than lamp failure, said repair will be completed within seven (7) working days after such fact has been reported to or discovered by the Company. Underground cable replacements will be completed within thirty (30) days of discovery by the Company. These time periods are barring natural disasters, acts of God, or the inability of the Company to gain access.

Section (a) (1) (a)

Lamps in enclosed fixtures, suspended from mast arms on ~~wood~~ poles and supplied from overhead circuits.

Billing Code(s) Description Prices for Flat Rate Street Lighting Services:

	<u>Flat Rate</u>	<u>Price Per Year Per Each Unit</u>	
<u>1</u>	1000-watt Mercury Vapor Lamp		\$258.48 <u>302.04</u> **
<u>4</u>	-400-watt Mercury Vapor Lamp		143.64 <u>164.88</u> **
<u>7</u>	-175-watt Mercury Vapor Lamp		102.12 <u>114.48</u> **
<u>12 & 13</u>	-400-watt High Pressure Sodium Lamp		171.00 <u>194.16</u>
<u>15 & 16</u>	-250-watt High Pressure Sodium Lamp		140.52 <u>157.68</u>
<u>18 & 19</u>	-150-watt High Pressure Sodium Lamp		111.72 <u>124.20</u>
<u>21 & 22</u>	-100-watt High Pressure Sodium Lamp		95.76 <u>105.60</u>
<u>100</u>	400 watt Metal Halide Lamp		171.00 **

Section (a) (1) (b)

Lamps in enclosed fixtures, mounted on metal or fiberglass columns and supplied from underground circuits.

Billing Code(s) Description Prices for Flat Rate Street Lighting Services:

	<u>Flat Rate</u>	<u>Price Per Year Per Each Unit</u>	
<u>3</u>	1000-watt Mercury Vapor Lamp		\$386.88 <u>440.04</u> **
<u>6</u>	-400-watt Mercury Vapor Lamp		203.64 <u>229.44</u> **
<u>9</u>	-175-watt Mercury Vapor Lamp		167.88 <u>185.16</u> **
<u>37</u>	-175-watt Mercury Vapor - Fiberglass		159.72 <u>176.28</u> **
<u>14</u>	-400-watt High Pressure Sodium Lamp		299.40 <u>332.16</u>
<u>41</u>	-400-watt High Pressure Sodium - Fiberglass		277.56 <u>308.64</u>
<u>65</u>	-400-watt High Pressure Sodium - Shoebox		247.56 <u>276.48</u>
<u>66</u>	-2-400-watt High Pressure Sodium - Shoebox		332.16 <u>377.76</u>
<u>17</u>	-250-watt High Pressure Sodium Lamp		201.72 <u>223.56</u>
<u>40</u>	-250-watt High Pressure Sodium - Fiberglass		193.56 <u>214.80</u>
<u>46</u>	-250-watt High Pressure Sodium - Shoebox		203.04 <u>224.88</u>
<u>48</u>	2 250 watt High Pressure Sodium - Shoebox		270.12

Effective ~~March 31, 2016~~

| 20 _____-150-watt High Pressure Sodium Lamp

| Effective ~~March 31, 2016~~

Indianapolis Power & Light Company
 Revised No. 92
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-17E-18

Original No. 921st

Superseding
Original No. 92

RATE MU-1 (VINTAGE) (Continued)

Section (a) (1) (b) (Continued)

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
<u>39</u>	<u>-150-watt High Pressure Sodium - Fiberglass</u>	<u>\$166.68183.24</u>
<u>23</u>	<u>-100-watt High Pressure Sodium Lamp</u>	<u>161.52176.28</u>
<u>38</u>	<u>100-watt high Pressure Sodium - Fiberglass</u>	<u>153.36167.52</u>
<u>33</u>	<u>-400-watt High Pressure Sodium MetalPainted Bronze Column</u>	<u>326.88361.68</u>
<u>34</u>	<u>-400-watt High Pressure Sodium Traffic Pole</u>	<u>175.56199.08</u>
<u>35</u>	<u>-250-watt High Pressure Sodium MetalPainted Bronze Column</u>	<u>229.20253.08</u>
<u>36</u>	<u>250-watt High Pressure Sodium Traffic Pole</u>	<u>144.84</u>
<u>42</u>	<u>-400-watt Metal Halide - Shoebox</u>	<u>253.56282.48**</u>
<u>43</u>	<u>-2-400-watt Metal Halide - Shoebox</u>	<u>344.04389.64**</u>
<u>101</u>	<u>-400-watt Metal Halide Metal Column</u>	<u>299.40331.80**</u>
<u>102</u>	<u>400-watt Metal Halide - Fiberglass</u>	<u>277.56**</u>

Section (a) (1) (c)

Lamps in enclosed post top type fixtures, mounted on metal or fiberglass ornamental columns and supplied from underground circuits.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Prices for Flat Rate Street Lighting Services:</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
<u>10</u>	<u>-175-watt Mercury Vapor Post Std.</u>	<u>\$163.44180.36**</u>	
<u>11</u>	<u>-175-watt Mercury Vapor Washington Post Std.</u>	<u>256.32280.20**</u>	
<u>27</u>	<u>-150-watt High Pressure Sodium Washington Post Std.</u>	<u>287.76313.44</u>	
<u>26</u>	<u>-150-watt High Pressure Sodium 18" Ball Globe Post Std.</u>	<u>193.56212.16</u>	
<u>24</u>	<u>-100-watt High Pressure Sodium Post Std.</u>	<u>160.80175.56</u>	
<u>25</u>	<u>-100-watt High Pressure Sodium Washington Post Std.</u>	<u>251.16272.64</u>	
<u>187</u>	<u>LED Twin Washington Post Top - 2 at 5,500-6,500 Lumens - 2 80-watt LED Washington Post Std.</u>	<u>686.64741.60</u>	
<u>186</u>	<u>80-watt LED Washington Post Std.</u>	<u>423.36</u>	
<u>28</u>	<u>3-150-watt High Pressure Sodium Single Column</u>	<u>514.56**</u>	
<u>29 & 30</u>	<u>3-150-watt High Pressure Sodium Twin Column</u>	<u>514.56**</u>	
<u>32</u>	<u>-1-150-watt High Pressure Sodium & -4-100-watt High Pressure Sodium Cluster</u>	<u>645.96709.32</u>	

"Std." means Ornamental Standard.

Section (a) (1) (d)

Prices below apply to lighting for the City of Indianapolis in the downtown area.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Prices for Flat Rate Street Lighting Service</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
<u>184</u>	<u>Excess Material for Circle Centre Mall</u>	<u>\$5,934.00</u>	
<u>185</u>	<u>-150-watt High Pressure Sodium Pedestrian Lamp</u>	<u>\$691.20745.68</u>	

Section (a) (1) (e)

<u>Billing Code(s)</u>	<u>Description</u>	<u>Prices for Flat Rate Street Lighting Services:</u>
		<u>Flat Rate Price Per Year Per Each Unit</u>
	Lamps in enclosed fixtures mounted to underpasses or tunnels.	
44	175-watt Mercury Vapor Lamp	\$143.64**
<u>45</u>	<u>-150-watt High Pressure Sodium Lamp</u>	<u>\$147.36</u> <u>162.48</u>

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-17E-18

Original No. 93

RATE MU-1 (VINTAGE) (Continued)

Section (a) (1) (e) (Continued)

Lamps operated approximately 8760 hours per year.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
<u>49</u>	<u>175-watt Mercury Vapor Lamp</u>	<u>177.48**</u>
<u>50</u>	<u>400-watt High Pressure Sodium Lamp</u>	<u>306.72</u> <u>352.68</u>
<u>51</u>	<u>150-watt High Pressure Sodium Lamp</u>	<u>187.68</u> <u>210.84</u>

Section (a) (2)

Lamps operated approximately ~~4100~~ 4000 hours per year

Section (a) (2) (a)

Prices below apply only to Customer-owned equipment which meets the Company's standards and upon inspection is acceptable to the Company and include only normal operating and minor maintenance costs which are: the replacement of the lamp, ballast, glassware, photocell, and fuses as required; and the repair, but not replacement, of the cable. Should parts become not readily available, the Customer shall be required to supply IPL with the minor maintenance material. In the event Customer does not supply necessary material, the light would go out of service. The Customer is to furnish all other maintenance and repairs.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Prices for Flat Rate Street Lighting Service</u>	<u>s:</u>
<u>53</u>	<u>1000-watt Mercury Vapor Lamp</u>	<u>\$202.68**</u>	
<u>54</u>	<u>400-watt Mercury Vapor Lamp</u>	<u>108.84**</u>	
<u>55</u>	<u>250-watt Mercury Vapor Lamp</u>	<u>127.68</u>	<u>144.00**</u>
<u>56</u>	<u>175-watt Mercury Vapor Lamp</u>	<u>79.92</u>	<u>90.60**</u>
<u>57</u>	<u>5-100-watt Mercury Vapor Cluster</u>	<u>235.44**</u>	
<u>58</u>	<u>100-watt Mercury Vapor Lamp</u>	<u>75.60**</u>	
<u>59</u>	<u>400-watt High Pressure Sodium Lamp</u>	<u>118.92</u>	<u>138.12</u>
<u>60</u>	<u>250-watt High Pressure Sodium Lamp</u>	<u>96.24</u>	<u>110.16</u>
<u>61</u>	<u>150-watt High Pressure Sodium Lamp</u>	<u>74.40</u>	<u>84.12</u>
<u>63</u>	<u>1000-watt High Pressure Sodium Lamp</u>	<u>243.12</u>	<u>285.72</u>
<u>64</u>	<u>175-watt Mercury Vapor 15' Ornamental Standard</u>	<u>125.04</u>	<u>139.08**</u>

Section (a) (2) (b)

Prices below apply only to Interstate Highway System lighting, which is owned by the State of Indiana, which equipment meets the Company's standards and upon inspection is acceptable to the Company. Available maintenance by the Company is: the replacement of the lamp, ballast, glassware, photocell, and fuses as required; and the repair, but not replacement, of the cable. The Customer is to furnish all other maintenance and repairs. No new installations will be served and no additions to present installations will be permitted.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Prices for Flat Rate Street Lighting Services:</u>	
		<u>Without Maintenance</u>	<u>With Maintenance</u>
<u>103, 53, 114</u>	<u>1000-watt Mercury Vapor Lamp</u>	<u>\$184.68**</u>	<u>\$202.68**</u>

Effective March 31, 2016

104, 54, 115	400-watt Mercury Vapor Lamp	90.84**	108.84**
105, 55 & 116	250-watt Mercury Vapor Lamp		109.68** <u>N/A</u>
	\$127.68 <u>144.00**</u>		
106, 56 & 117	175-watt Mercury Vapor Lamp		61.92** <u>N/A</u>
	79.92 <u>90.60**</u>		
107, 57 & 118	5 100-watt Mercury Vapor Cluster	217.44**	235.44**

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. ~~E-17E-18~~

Original No. 94

RATE MU-1 (VINTAGE) (Continued)

Section (a) (2) (b) (Continued)

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>	
		<u>Without Maintenance</u>	<u>With Maintenance</u>
108, 58 & 119	100-watt Mercury Vapor Lamp	57.48**	75.60**
109, 59 & 120	- 400-watt High Pressure Sodium Lamp	\$100.92	118.80
		\$118.92	138.12
110, 60 & 121	-- 250-watt High Pressure Sodium Lamp		78.24
		96.24	110.16
111, 61 & 122	- 150-watt High Pressure Sodium Lamp	56.40	64.68
		74.40	84.12
112, 63 & 123	- 1000-watt High Pressure Sodium Lamp	225.12	266.40
		243.12	285.72
113, 64 & 124	175-watt Mercury Vapor 15' Ornamental Standard		
		107.04**	N/A
		125.04	139.08**

Section (b)

Price for Flat Rate Traffic Signal, Safety Lighting Service and/or Other Municipal Devices

Prices for furnishing unmetrated electrical energy only, per each traffic signal, safety lighting fixture or other municipal device. All equipment, including the fixtures, their supporting structures and electrical apparatus that is beyond the point of supply to be owned, operated and maintained by the Customer.

Prices are per year per watt burning, based upon the average of the watts burning throughout the operating cycle of the fixture under consideration, but with the further condition, that for billing purposes no fixture or device will be considered as having a rating less than sixty (60) watts. New traffic signals, safety lighting fixtures, or other municipal lighting devices under Section (b) will no longer be installed under the Rate MU-1 Vintage tariff. At the discretion of the Company, a customer may make an addition to an existing circuit if the customer communicates the addition to the Company for billing purposes.

~~Price for Flat Rate Traffic Signal, Safety Lighting Service and/or Other Municipal Devices (Continued)~~

Minimum charge is per year per each fixture or device

Price per watt	\$ 0.55 <u>64</u>
Minimum per fixture or device	33.00 <u>38.40</u>

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Sharing <u>Adjustment</u>	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

Effective ~~March 31, 2016~~

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-17E-18

Original No. 95

RATE MU-1 (VINTAGE) (Continued)

TERM:

This service is available for a standard term of five (5) years, unless otherwise approved by the Company, and, if not terminated by at least a 60-day notice prior to the expiration of the initial five-year term, shall be continued on a monthly basis, terminable on a 15-day written notice prior to the end of any such monthly period. If the Customer fails to pay the bill for service in any month of the initial term when due, the Company may, at its option, declare the service charges for the remaining months of such term immediately due and payable and may remove its facilities if the bill for such remaining months of service is not paid within thirty (30) days after such bill is rendered. After the initial term, if a Customer's lighting account goes 30 days into arrears, the lighting facilities will be subject to disconnect. If the bill is still not paid 60 days from the initial due date, the Company may, at its discretion, remove its facilities. Customer remains obligated to pay all amounts due.

CONDITIONS OF SERVICE:

The final decision concerning the location and design of outdoor lighting equipment, including the selection by Customer of the IPL-owned equipment for installation on Customer's premises, is the sole responsibility of Customer. Customer is responsible for all design and layout work to achieve any specific design criteria, footcandle levels and/or uniformity standards, including but not limited to, location of pole(s) and any associated equipment, number of lights installed, and type and configuration of lights. Notwithstanding the foregoing, IPL retains the right to require modification to the Customer's decision concerning location and design of the outdoor lighting equipment based upon safety issues, IPL system operations or other reason(s) identified by IPL. Customer is solely responsible for compliance with all applicable regulations, ordinances, standards and/or industry practices associated with such design and layout and IPL has installed such facilities in accordance with the specifications provided by Customer. If required by a governing authority or if Customer elects, Customer shall retain a professional Lighting Designer or Engineer to ensure Customer's lighting system design and layout meets applicable Ordinances, Standards, Regulations and/or Industry Practices concerning design criteria, footcandle levels and/or uniformity standards and Customer shall bear all costs associated with the same, including costs to modify the lighting system design and layout. Customer shall release, indemnify and hold harmless IPL from and against all claims, liability, damages and/or expenses or the same that may be so alleged, including but not limited to court costs and attorneys 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 an act or omission associated with or resulting from the lighting design and/or layout of the outdoor lighting facilities.

A Customer shall render reasonable care in protecting Company lighting equipment installed within Customer's jurisdiction. Reasonable care may include, but not be limited to, the installation of protective posts and guard rails, or the locating of underground cable before digging. Should a lighting facility or its supporting infrastructure be damaged due to a lack of reasonable care by the Customer or those acting on the Customer's behalf, this may result in cancellation of service for that location or the Customer being billed the full cost (material, labor, engineering, and overhead) of all repairs, as well as, being charged the monthly lighting fee while the facilities were out of service (the company will make every reasonable effort to perform such repairs in a timely fashion). Furthermore, the full repair costs associated with vandalism damage to Company lighting equipment shall be passed on to the Customer and may result in the removal of those facilities if they cannot be protected from ongoing harm.

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. ~~E-17E-18~~

Original No. 96

RATE MU-1 (VINTAGE) (Continued)

ROADWAY IMPROVEMENT / CONSTRUCTION PROJECTS:

A streetlight shall be eligible for relocation if the majority of the supporting infrastructure (wiring, ducts, risers, and so forth) can remain in place and the street light pole/column is moved no more than 15 feet. Furthermore, light relocation work must be able to be completed prior to Customer construction. The Customer shall notify the Company a minimum of six weeks before the start of a scheduled construction project; for emergency work, the Company shall be notified as soon as practical. The Customer will be billed by the Company for the ~~actual-full~~ cost incurred: includes labor, materials, engineering and overhead. Also, the Customer will be billed ~~full~~actual costs for lights that are required to be removed from the field for a Customer project, during the initial five (5) year term; the Company may, at its option, declare the service charges for the remaining months of a term immediately due.

Lights that have been in the field for the full initial five (5) year term will be removed at no charge. Should the Customer want Company owned lights to be placed back into service, after ordering their removal, the installation shall be treated as new construction.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. ~~E-17E-18~~

Original No. 97

RATE MU-1 (VINTAGE) (Continued)

MONTHLY LIGHTING KWH TABLE

Lamp	Monthly KWh												Annual KWh
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
100-watt High Pressure Sodium	51	42	42	36	33	30	32	36	39	45	48	52	485
2 at 5,500-6,500 Lumen LED	56	47	47	40	36	33	35	39	43	50	53	57	536
150-watt High Pressure Sodium	76	64	64	54	50	45	48	54	59	68	73	78	733
175-watt Mercury Vapor	87	73	72	61	56	51	55	61	67	78	82	89	832
250-watt Metal Halide	121	101	101	86	79	71	76	85	93	108	115	124	1159
250-watt High Pressure Sodium	125	104	104	88	81	73	78	88	96	112	118	128	1194
250-watt Mercury Vapor	126	106	105	89	82	74	80	89	97	113	120	129	1210
150-watt High Pressure Sodium - 8760 hrs	170	142	141	120	110	100	107	119	131	152	161	174	1629
400-watt Metal Halide	185	155	154	131	120	109	117	130	143	166	176	189	1774
400-watt High Pressure Sodium	193	161	160	136	125	113	121	136	149	173	183	197	1848
400-watt Mercury Vapor	196	164	163	139	127	115	124	138	151	176	186	201	1880
2- 250-watt Metal Halide Cluster	242	202	201	171	157	142	152	170	186	216	229	248	2317
2- 250-watt High Pressure Sodium Cluster	249	208	207	176	162	147	157	175	192	223	236	255	2388
150-watt High Pressure Sodium and 4- 100-watt High Pressure Sodium Cluster	279	233	232	197	181	164	176	196	215	250	264	285	2672
2- 400-watt Metal Halide Cluster	370	310	308	262	240	218	233	260	285	331	351	379	3547
2- 400-watt High Pressure Sodium Cluster	386	323	321	273	250	227	243	271	297	345	366	395	3697
400-watt High Pressure Sodium - 8760 hrs	428	359	357	303	278	252	270	301	330	384	407	439	4108
1000-watt Mercury Vapor	450	377	374	319	292	265	284	316	347	403	427	461	4315
1000-watt High Pressure Sodium	454	380	378	322	295	267	286	319	350	407	431	465	4355

Effective ~~March 31, 2016~~

Lamp	Monthly KWh												Annual KWh
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
80-watt LED	41	34	34	29	27	24	26	29	32	37	39	42	394
100-watt High Pressure Sodium	51	42	42	36	33	30	32	36	39	45	48	52	485
150-watt High Pressure Sodium	76	64	64	54	50	45	48	54	59	68	73	78	733
150-watt High Pressure Sodium - 4100 hrs	80	67	66	56	52	47	50	56	61	71	75	81	763
2- 80-watt LED	82	69	68	58	53	48	52	58	63	74	78	84	788
175-watt Mercury Vapor	87	73	72	61	56	51	55	61	67	78	82	89	832
250-watt Metal Halide	121	101	101	86	79	71	76	85	93	108	115	124	1159
250-watt High Pressure Sodium	125	104	104	88	81	73	78	88	96	112	118	128	1194
250-watt Mercury Vapor	126	106	105	89	82	74	80	89	97	113	120	129	1210
150-watt High Pressure Sodium - 8760 hrs	170	142	141	120	110	100	107	119	131	152	161	174	1629
400-watt Metal Halide	185	155	154	131	120	109	117	130	143	166	176	189	1774
400-watt High Pressure Sodium	193	161	160	136	125	113	121	136	149	173	183	197	1848
400-watt Mercury Vapor	196	164	163	139	127	115	124	138	151	176	186	201	1880
2- 250-watt Metal Halide Cluster	242	202	201	171	157	142	152	170	186	216	229	248	2317
2- 250-watt High Pressure Sodium Cluster	249	208	207	176	162	147	157	175	192	223	236	255	2388
150-watt High Pressure Sodium and 4- 100-watt High Pressure Sodium Cluster	279	233	232	197	181	164	176	196	215	250	264	285	2672
2- 400-watt Metal Halide Cluster	370	310	308	262	240	218	233	260	285	331	351	379	3547
2- 400-watt High Pressure Sodium Cluster	386	323	321	273	250	227	243	271	297	345	366	395	3697
400-watt High Pressure Sodium - 8760 hrs	428	359	357	303	278	252	270	301	330	384	407	439	4108
1000-watt Mercury Vapor	450	377	374	319	292	265	284	316	347	403	427	461	4315
1000-watt High Pressure Sodium	454	380	378	322	295	267	286	319	350	407	431	465	4355

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-17E-18

Original No. 98

RATE MU-1 (NEW)
MUNICIPAL LIGHTING AND OTHER DEVICES

APPLICABILITY:

For Street and Traffic Lighting of public streets, parkways, improved alleys, boulevards, drives, bridges, parking areas, or other public places by Cities or Towns ~~or by individuals, groups of individuals~~, associations and other than incorporated municipalities; and lighting of public parks, drives, bridges, parking areas or other public places by only Cities or Towns where there is a prospect that the capital expenditure is warranted. The capital expenditure will be warranted if the amount of revenue received in sixty (60) months exceeds the estimated cost of installation for the lights as calculated by the Company. If the 60-month revenue does not exceed the cost of installation, the Customer must pay two and one-half (2½) times the difference of the cost of installation and the 60-month revenue prior to installation of the lighting. The terms, prices and provisions of this rate schedule shall be applicable to a consolidated city of the first class only to the extent not inconsistent with the specifications, terms, prices and provisions in contracts which may be entered into by such city pursuant to I.C. § 36-9-9-1, et. seq.

This rate is also available to municipalities for other municipal devices used for public purposes.

IPL will support these high intensity discharge (HID) lighting offerings for as long as the technology is available.

The National Energy Policy Act of 2005 requires that Mercury Vapor (MV) lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing MV lamp installations in accordance with this tariff.

The Energy Independence and Security Act of 2007 mandated pulse start ballasts; therefore standard ballast Metal Halide (MH) lamps are no longer offered for new construction. To the extent that the Company has the necessary materials, the Company will continue to maintain existing MH lamp installations in accordance with this tariff.

CHARACTER OF SERVICE:

a) Flat Rate Street Lighting Service:

- (1) Company to furnish, erect and maintain the necessary lamps, fixtures, poles, wiring, etc., and to operate them on a lighting schedule approximately ~~4100~~ 4000 hours per year.
- (2) Company to operate Customer-owned equipment on a lighting schedule approximately ~~4100~~ 4000 hours per year.

~~b) — Flat Rate Service for Traffic Signals, Safety Lighting Fixtures and/or Other Municipal Devices:~~

~~Optional flat rate unmetered service for the supply of energy only, 24 hours per day or less at the option of the Customer, for traffic signals, safety lighting fixtures and/or Other Municipal Devices. All equipment including fixtures, supporting structures and electrical apparatus that is beyond the point of supply to be owned, operated and maintained by the Customer. This service will be delivered and measured at Company's secondary distribution voltage.~~

b) Additional Facilities:

If the Customer and Company agree to installations requiring additional facilities that are not addressed in other sections of this tariff, these facilities will be subject to an additional facilities charge of 1.65% of the installed cost per month.

BILLING:

Bills will be rendered monthly for Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section, applying monthly KWH as shown in Lighting KWH table, plus one-twelfth (1/12) of the annual charges for flat rate service set out in Rate sections (a) ~~and (b)~~ which follow.

Effective ~~March 31, 2016~~

Indianapolis Power & Light Company
 No. 99
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. ~~E-17E-18~~

~~Original No. 991st-Revised~~

~~Superseding~~
~~Original No. 99~~

RATE MU-1 (NEW) (Continued)

RATE:

Section (a) (1)

Prices in Section (a) (1) are for Company-owned equipment and include all maintenance costs associated with the equipment. Also included when an outage is due to failure of lamp, said lamp will be replaced within two (2) working days after such fact has been reported to or discovered by the Company. When failure or outage is due to reasons other than lamp failure, said repair will be completed within seven (7) working days after such fact has been reported to or discovered by the Company. Underground cable replacements will be completed within thirty (30) days of discovery by the Company. These time periods are barring natural disasters, acts of God, or the inability of the Company to gain access.

Section (a) (1) (a)

Lamps in enclosed fixtures, suspended from mast arms on wood poles and supplied from overhead circuits.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Prices for Flat Rate Street Lighting Services:</u>	<u>F</u>
<u>212</u>	400-watt High Pressure Sodium Lamp	<u>\$379.68403.80</u>	
<u>215</u>	-250-watt High Pressure Sodium Lamp	<u>342.00351.72</u>	
<u>218</u>	150-watt High Pressure Sodium Lamp	<u>318.12316.92</u>	
<u>221</u>	-100-watt High Pressure Sodium Lamp	<u>296.64292.08</u>	
<u>213</u>	400-watt High Pressure Sodium Lamp - Traffic Column	<u>354.72365.04</u>	
<u>216</u>	250-watt High Pressure Sodium Lamp - Traffic Column	<u>317.04313.08</u>	
<u>219</u>	-150-watt High Pressure Sodium Lamp - Traffic Column	<u>293.16278.28</u>	
<u>222</u>	-100-watt High Pressure Sodium Lamp - Traffic Column	<u>271.68253.32</u>	

Section (a) (1) (b)

Lamps in enclosed fixtures, mounted on metal or fiberglass columns and supplied from underground circuits.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Prices for Flat Rate Street Lighting Services:</u>	<u>F</u>
<u>Flat Rate Price Per Year Per Each Unit</u>			
<u>214</u>	400-watt High Pressure Sodium Lamp	<u>\$561.84522.36</u>	
<u>241</u>	400-watt High Pressure Sodium - Fiberglass	<u>418.20447.12</u>	
<u>265</u>	400-watt High Pressure Sodium - Shoebox	<u>447.84443.88</u>	
<u>266</u>	-2-400-watt High Pressure Sodium - Shoebox	<u>571.92627.12</u>	
<u>217</u>	-250-watt High Pressure Sodium Lamp	<u>524.28470.40</u>	
<u>240</u>	-250-watt High Pressure Sodium - Fiberglass	<u>380.52395.04</u>	
<u>246</u>	250-watt High Pressure Sodium - Shoebox	<u>409.20391.20</u>	

Effective ~~March 31, 2016~~

<u>248</u>	_____	-2-250-watt High Pressure Sodium - Shoebox	<u>542.16521.88</u>
<u>220</u>	_____	150-watt High Pressure Sodium Lamp	<u>458.40435.60</u>
<u>239</u>	_____	-150-watt High Pressure Sodium - Fiberglass	<u>346.32360.24</u>
<u>223</u>	_____	-100-watt High Pressure Sodium Lamp	<u>447.12410.64</u>
<u>238</u>	_____	100-watt H high Pressure Sodium - Fiberglass	<u>335.16331.44</u>
<u>233</u>	_____	-400-watt High Pressure Sodium Painted Metal Bronze Column _____	
		<u>564.12546.36</u>	
<u>234</u>	_____	-400-watt High Pressure Sodium Traffic Pole	<u>264.60306.96</u>
<u>235</u>	_____	-250-watt High Pressure Sodium Painted Metal Bronze Column _____	
		<u>529.56503.40</u>	
<u>236</u>	_____	-250-watt High Pressure Sodium Traffic Pole	<u>230.04254.88</u>

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-17E-18

Original No. 100

RATE MU-1 (NEW) (Continued)

Section (a) (1) (c)

Lamps in enclosed post top type fixtures, mounted on metal or fiberglass ornamental columns and supplied from underground circuits.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Prices for Flat Rate Street Lighting Services:</u>	<u>F</u>
<u>227</u>	_____	150-watt High Pressure Sodium Washington Post Std. _____	<u>-\$445.44393.36</u>
<u>226</u>	_____	150-watt High Pressure Sodium 18" Ball Globe Post Std. _____	<u>342.36352.44</u>
<u>224</u>	_____	100-watt High Pressure Sodium Post Std. _____	<u>254.04280.08</u>
<u>225</u>	_____	-100-watt High Pressure Sodium Washington Post Std. _____	<u>385.56374.52</u>
		_____ <u>2</u> 80 watt LED Washington Post Std. _____	_____ <u>932.28</u>
		_____ 80 watt LED Washington Post Std. _____	_____ <u>622.44</u>
<u>232</u>	_____	1-150-watt High Pressure Sodium & _____	
		_____ -4-100-watt High Pressure Sodium Cluster	<u>972.72870.96</u>

"Std." means Ornamental Standard.

Section (a) (1) (d)

Prices below apply to lighting for the City of Indianapolis in the downtown area.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Prices for Flat Rate Street Lighting Service</u>	<u>F</u>
<u>385</u>	_____	150-watt High Pressure Sodium Pedestrian Lamp _____	<u>\$447.48410.88</u>

Section (a) (1) (e)

<u>Billing Code(s)</u>	<u>Description</u>	<u>Prices for Flat Rate Street Lighting Services:</u>	<u>F</u>
		<u>Flat Rate Price Per Year Per Each Unit</u>	
		Lamps in enclosed fixtures mounted to underpasses or tunnels.	
<u>245</u>	_____	-150-watt High Pressure Sodium Lamp _____	<u>\$239.88259.92</u>
		Lamps operated approximately 8760 hours per year.	
<u>250</u>	_____	-400-watt High Pressure Sodium Lamp _____	<u>406.80460.32</u>
<u>251</u>	_____	-150-watt High Pressure Sodium Lamp _____	<u>269.28291.96</u>

Section (a) (1) (f)

LED luminaires on existing facilities or paired with additional facilities:

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
200	LED Cobra Head - 5,000-6,000 Lumens	\$216.48
201	LED Cobra Head - 6,500-7,500 Lumens	221.88
202	LED Cobra Head - 12,500-13,500 Lumens	268.08
203	LED Cobra Head - 20,000-21,500 Lumens	308.28
204	LED Area Light - 11,500-16,500 Lumens	288.48
205	LED Area Light - 21,000-26,000 Lumens	319.20
206	LED Traditional Post Top - 6,000-7,500 Lumens	265.20
207	LED Twin Washington Post Top - 2 at 6,000-7,500 Lumens	639.24
208	LED Washington Post Top - 6,000-7,500 Lumens	354.36

Section (a) (2)

Lamps operated approximately 4100 hours per year

Section (a) (2) (a)

~~Prices below apply only to Customer owned equipment which meets the Company's standards and upon inspection is acceptable to the Company and include only normal operating and minor maintenance costs which are: the replacement of the lamp, ballast, glassware, photocell, and fuses as required; and the repair, but not replacement, of the cable. Should parts become not readily available, the Customer shall be required to supply IPL with the minor maintenance material. In the event Customer does not supply necessary material, the light would go out of service. The Customer is to furnish all other maintenance and repairs.~~

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-17E-18

Original No. 101

RATE MU-1 (NEW) (Continued)

Section (a) (1) (f) (Continued)

If needed, additional facilities to be paired with a luminaire:

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
396	Wood Pole Served Overhead	\$88.56
397	Wood Pole Served Underground	112.08
278	Fiberglass Column Served Underground	123.00
228	12' Fiberglass Traditional Column Served Underground	82.20
237	12' Fiberglass Fluted Column Without Base Served Underground	166.44
243	14' Fiberglass Fluted Column Served Underground	169.08
244	14' Fiberglass Smooth Round Column Served Underground	145.44
254	Metal Column With Base Served Underground	205.68
255	Metal Column Without Base Served Underground	114.60
242	14' Metal Fluted Column Without Base Served Underground	192.48
269	Metal Bronze Column With Base Served Underground	224.40
270	Metal Bronze Column Without Base Served Underground	133.32

Section (a) (2) (a) (continued)

<u>Prices for Flat Rate Street Lighting Services:</u>	<u>Price Per Year Per Each Unit</u>
400-watt High Pressure Sodium Lamp	\$186.24
250-watt High Pressure Sodium Lamp	150.24
150-watt High Pressure Sodium Lamp	124.92
1000-watt High Pressure Sodium Lamp	324.24

Section (a) (2) (b)

Prices below apply only to Interstate Highway System lighting, which is owned by the State of Indiana, which equipment meets the Company's standards and upon inspection is acceptable to the Company. Available maintenance by the Company is: the replacement of the lamp, ballast, glassware, photocell, and fuses as required; and the repair, but not replacement, of the cable. The Customer is to furnish all other maintenance and repairs.

<u>Prices for Flat Rate Street Lighting Services:</u>	<u>Price Per Year Per Each Unit</u>	
	<u>Without Maintenance</u>	<u>With Maintenance</u>
400-watt High Pressure Sodium Lamp	\$154.56	\$186.24
250-watt High Pressure Sodium Lamp	118.56	150.24
150-watt High Pressure Sodium Lamp	93.12	124.92
1000-watt High Pressure Sodium Lamp	292.44	324.24

Section (b)

Price for Flat Rate Traffic Signal, Safety Lighting Service and/or Other Municipal Devices

Prices for furnishing unmetered electrical energy only, per each traffic signal, safety lighting fixture or other municipal device. All equipment, including the fixtures, their supporting structures and electrical apparatus that is beyond the point of supply to be owned, operated and maintained by the Customer.

Prices are per year per watt burning, based upon the average of the watts burning throughout the operating cycle of the fixture under consideration, but with the further condition, that for billing purposes no fixture or device will be considered as having a rating less than sixty (60) watts.

Minimum charge is per year per each fixture or device

Effective ~~March 31, 2016~~

Price per watt	\$ 0.63
Minimum per fixture or device	37.80

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin <u>Sharing Adjustment</u>	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

TERM:

This service is available for a standard term of five (5) years, unless otherwise approved by the Company, and, if not terminated by at least a 60-day notice prior to the expiration of the initial five-year term, shall be continued on a monthly basis, terminable on a 15-day written notice prior to the end of any such monthly period. If the Customer fails to pay the bill for service in any month of the initial term when due, the Company may, at its option, declare the service charges for the remaining months of such term immediately due and payable and may remove its facilities if the bill for such remaining months of service is not paid within thirty (30) days after such bill is rendered. After the initial term, if a Customer's lighting account goes 30 days into arrears, the lighting facilities will be subject to disconnect. If the bill is still not paid 60 days from the initial due date, the Company may, at its discretion, remove its facilities. Customer remains obligated to pay all amounts due.

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-17E-18

Original No. 102

RATE MU-1 (NEW) (Continued)

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

TERM:

This service is available for a standard term of five (5) years, unless otherwise approved by the Company, and, if not terminated by at least a 60-day notice prior to the expiration of the initial five-year term, shall be continued on a monthly basis, terminable on a 15-day written notice prior to the end of any such monthly period. If the Customer fails to pay the bill for service in any month of the initial term when due, the Company may, at its option, declare the service charges for the remaining months of such term immediately due and payable and may

Effective March 31, 2016

~~remove its facilities if the bill for such remaining months of service is not paid within thirty (30) days after such bill is rendered. After the initial term, if a Customer's lighting account goes 30 days into arrears, the lighting facilities will be subject to disconnect. If the bill is still not paid 60 days from the initial due date, the Company may, at its discretion, remove its facilities. Customer remains obligated to pay all amounts due.~~

CONDITIONS OF SERVICE:

The final decision concerning the location and design of outdoor lighting equipment, including the selection by Customer of the IPL-owned equipment for installation on Customer's premises, is the sole responsibility of Customer. Customer is responsible for all design and layout work to achieve any specific design criteria, footcandle levels and/or uniformity standards, including but not limited to, location of pole(s) and any associated equipment, number of lights installed, and type and configuration of lights. Notwithstanding the foregoing, IPL retains the right to require modification to the Customer's decision concerning location and design of the outdoor lighting equipment based upon safety issues, IPL system operations or other reason(s) identified by IPL. Customer is solely responsible for compliance with all applicable regulations, ordinances, standards and/or industry practices associated with such design and layout and IPL has installed such facilities in accordance with the specifications provided by Customer. If required by a governing authority or if Customer elects, Customer shall retain a professional Lighting Designer or Engineer to ensure Customer's lighting system design and layout meets applicable Ordinances, Standards, Regulations and/or Industry Practices concerning design criteria, footcandle levels and/or uniformity standards and Customer shall bear all costs associated with the same, including costs to modify the lighting system design and layout. Customer shall release, indemnify and hold harmless IPL from and against all claims, liability, damages and/or expenses or the same that may be so alleged, including but not limited to court costs and attorneys 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 an act or omission associated with or resulting from the lighting design and/or layout of the outdoor lighting facilities.

A Customer shall render reasonable care in protecting Company lighting equipment installed within Customer's jurisdiction. Reasonable care may include, but not be limited to, the installation of protective posts and guard rails, or the locating of underground cable before digging. Should a lighting facility or its supporting infrastructure be damaged due to a lack of reasonable care by the Customer or those acting on the Customer's behalf, this may result in cancellation of service for that location or the Customer being billed the full cost (material, labor, engineering, and overhead) of all repairs, as well as, being charged the monthly lighting fee while the facilities were out of service (the company will make every reasonable effort to perform such repairs in a timely fashion). Furthermore, the full repair costs associated with vandalism damage to Company lighting equipment shall be passed on to the Customer and may result in the removal of those facilities if they cannot be protected from ongoing harm.

ROADWAY IMPROVEMENT / CONSTRUCTION PROJECTS:

A streetlight shall be eligible for relocation if the majority of the supporting infrastructure (wiring, ducts, risers, and so forth) can remain in place and the street light pole/column is moved no more than 15 feet. Furthermore, light relocation work must be able to be completed prior to Customer construction. The Customer shall notify the Company a minimum of six weeks before the start of a scheduled construction project; for emergency work, the Company shall be notified as soon as practical. The Customer will be billed by the Company for the full cost incurred: includes labor, materials, engineering and overhead. Also, the Customer will be billed full costs for lights that are required to be removed from the field for a Customer project, during the initial five (5) year term; the Company may, at its option, declare the service charges for the remaining months of a term immediately due. Lights that have been in the field for the full initial five (5) year term will be removed at no charge. Should the Customer want Company owned lights to be placed back into service, after ordering their removal, the installation shall be treated as new construction.

One Monument Circle
Indianapolis, Indiana

RATE MU-1 (NEW) (Continued)

~~ROADWAY IMPROVEMENT / CONSTRUCTION PROJECTS:~~

~~A streetlight shall be eligible for relocation if the majority of the supporting infrastructure (wiring, ducts, risers, and so forth) can remain in place and the street light pole/column is moved no more than 15 feet. Furthermore, light relocation work must be able to be completed prior to Customer construction. The Customer shall notify the Company a minimum of six weeks before the start of a scheduled construction project; for emergency work, the Company shall be notified as soon as practical. The Customer will be billed by the Company for the actual cost incurred: includes labor, materials, engineering and overhead. Also, the Customer will be billed actual costs for lights that are required to be removed from the field for a Customer project, during the initial five (5) year term; the Company may, at its option, declare the service charges for the remaining months of a term immediately due.~~

~~Lights that have been in the field for the full initial five (5) year term will be removed at no charge. Should the Customer want Company owned lights to be placed back into service, after ordering their removal, the installation shall be treated as new construction.~~

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. ~~E-17E-18~~

Original No. 104

RATE MU-1 (NEW) (Continued)

MONTHLY LIGHTING KWH TABLE

Effective ~~March 31, 2016~~

Lamp	Monthly KWh												Annual KWh
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
5,000-6,000 Lumen LED	20	16	16	14	12	12	12	13	15	17	19	19	185
6,500-7,500 Lumen LED	25	21	20	17	15	14	15	16	18	21	23	24	229
12,500-13,500 Lumen LED	45	38	39	33	29	28	29	31	35	40	44	46	437
100-watt High Pressure Sodium	51	42	42	36	33	30	32	36	39	45	48	52	485
2 at 5,500-6,500 Lumen LED	56	47	47	40	36	33	35	39	43	50	53	57	536
11,500-16,500 LED Area Light	55	47	47	41	36	34	36	38	43	50	54	55	536
150-watt High Pressure Sodium	76	64	64	54	50	45	48	54	59	68	73	78	733
20,000-21,500 Lumen LED	71	60	60	51	46	43	46	49	55	63	69	72	686
21,000-26,000 LED Area Light	90	76	76	66	58	55	58	62	69	80	87	90	867
250-watt Metal Halide	121	101	101	86	79	71	76	85	93	108	115	124	1159
250-watt High Pressure Sodium	125	104	104	88	81	73	78	88	96	112	118	128	1194
150-watt High Pressure Sodium - 8760 hrs	170	142	141	120	110	100	107	119	131	152	161	174	1629
400-watt High Pressure Sodium	193	161	160	136	125	113	121	136	149	173	183	197	1848
2- 250-watt Metal Halide Cluster	242	202	201	171	157	142	152	170	186	216	229	248	2317
2- 250-watt High Pressure Sodium Cluster	249	208	207	176	162	147	157	175	192	223	236	255	2388
150-watt High Pressure Sodium and 4- 100-watt High Pressure Sodium Cluster	279	233	232	197	181	164	176	196	215	250	264	285	2672
2- 400-watt High Pressure Sodium Cluster	386	323	321	273	250	227	243	271	297	345	366	395	3697
400-watt High Pressure Sodium - 8760 hrs	428	359	357	303	278	252	270	301	330	384	407	439	4108
1000-watt High Pressure Sodium	454	380	378	322	295	267	286	319	350	407	431	465	4355

Lamp	Monthly KWh												Annual KWh
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
80-watt LED	41	34	34	29	27	24	26	29	32	37	39	42	394
100-watt High Pressure Sodium	51	42	42	36	33	30	32	36	39	45	48	52	485
150-watt High Pressure Sodium	76	64	64	54	50	45	48	54	59	68	73	78	733
150-watt High Pressure Sodium - 4100 hrs	80	67	66	56	52	47	50	56	61	71	75	81	763
2- 80-watt LED	82	69	68	58	53	48	52	58	63	74	78	84	788
175-watt Mercury Vapor	87	73	72	61	56	51	55	61	67	78	82	89	832
250-watt Metal Halide	121	101	101	86	79	71	76	85	93	108	115	124	1159
250-watt High Pressure Sodium	125	104	104	88	81	73	78	88	96	112	118	128	1194
250-watt Mercury Vapor	126	106	105	89	82	74	80	89	97	113	120	129	1210
150-watt High Pressure Sodium - 8760 hrs	170	142	141	120	110	100	107	119	131	152	161	174	1629
400-watt Metal Halide	185	155	154	131	120	109	117	130	143	166	176	189	1774
400-watt High Pressure Sodium	193	161	160	136	125	113	121	136	149	173	183	197	1848
400-watt Mercury Vapor	196	164	163	139	127	115	124	138	151	176	186	201	1880
2- 250-watt Metal Halide Cluster	242	202	201	171	157	142	152	170	186	216	229	248	2317
2- 250-watt High Pressure Sodium Cluster	249	208	207	176	162	147	157	175	192	223	236	255	2388
150-watt High Pressure Sodium and 4- 100-watt High Pressure Sodium Cluster	279	233	232	197	181	164	176	196	215	250	264	285	2672
2- 400-watt Metal Halide Cluster	370	310	308	262	240	218	233	260	285	331	351	379	3547
2- 400-watt High Pressure Sodium Cluster	386	323	321	273	250	227	243	271	297	345	366	395	3697
400-watt High Pressure Sodium - 8760 hrs	428	359	357	303	278	252	270	301	330	384	407	439	4108
1000-watt Mercury Vapor	450	377	374	319	292	265	284	316	347	403	427	461	4315
1000-watt High Pressure Sodium	454	380	378	322	295	267	286	319	350	407	431	465	4355

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-17E-18

Original No. 106

RATE APL (VINTAGE)
AUTOMATIC PROTECTIVE LIGHTING SERVICE

AVAILABILITY:

Available to any Customer for outdoor area lighting, provided that: (1) adequate facilities are available to serve the premises or location; and (2) the capital expenditure for installation of such outdoor lighting facilities is warranted. The determination that such capital expenditure is warranted shall be established if the amount of revenue projected to be received from the Customer in the thirty-six (36) month-period following installation of the outdoor lighting facilities exceeds the estimated cost of installation for the lights, as calculated by the Company. If the projected thirty-six (36) month revenue does not exceed the estimated cost of installation, the Customer must pay two and one half (2½) times the difference of the estimated cost of installation and the projected thirty-six (36) month revenue prior to installation of the outdoor lighting facilities. Notwithstanding the foregoing, IPL reserves the right to refuse service under the provisions of this Rate APL, consistent with applicable laws, rules, and regulations.

Rate APL Vintage is no longer available for new installations after- ~~March 31, 2016~~~~the effective date of this tariff~~. Specific rates on the Rate APL Vintage tariff marked with a double asterisk (**) remain in effect for existing installations until the Company can no longer repair or support maintenance requirements for that particular light. IPL will support these high intensity discharge (HID) lighting offerings for as long as the technology is available.

The National Energy Policy Act of 2005 requires that Mercury Vapor (MV) lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing MV lamp installations in accordance with this tariff.

The Energy Independence and Security Act of 2007 mandated pulse start ballasts; therefore standard ballast Metal Halide (MH) lamps are no longer offered for new construction. To the extent that the Company has the necessary materials, the Company will continue to maintain existing MH lamp installations in accordance with this tariff.

CONDITIONS OF SERVICE:

Customer shall secure all permits, licenses and authority necessary for the installation and maintenance of facilities upon and over public property.

The final decision concerning the location and design of outdoor lighting equipment, including the selection by Customer of the IPL-owned equipment for installation on Customer's premises, is the sole responsibility of Customer. Customer is responsible for all design and layout work to achieve any specific design criteria, footcandle levels and/or uniformity standards, including but not limited to, location of pole(s) and any associated equipment, number of lights installed, and type and configuration of lights. Notwithstanding the foregoing, IPL retains the right to require modification to the Customer's decision concerning location and design of the outdoor lighting equipment based upon safety issues, IPL system operations or other reason(s) identified by IPL. Customer is solely responsible for compliance with all applicable regulations, ordinances, standards and/or industry practices associated with such design and layout and IPL has installed such facilities in accordance with the specifications provided by Customer.

If required by a governing authority or if Customer elects, Customer shall retain a professional Lighting Designer or Engineer to ensure Customer's lighting system design and layout meets applicable Ordinances, Standards, Regulations and/or Industry Practices concerning design criteria, footcandle levels and/or uniformity standards and Customer shall bear all costs associated with the same, including costs to modify the lighting system design and layout. Customer shall release, indemnify and hold harmless IPL from and against all claims,

Effective ~~March 31, 2016~~

~~liability, damages and/or expenses or the same that may be so alleged, including but not limited to court costs~~
Indianapolis Power & Light Company I.U.R.C. No. ~~E-17E-18~~ Original No. 107
One Monument Circle
Indianapolis, Indiana

RATE APL (VINTAGE) (Continued)

CONDITIONS OF SERVICE: (Continued):

~~liability, damages and/or expenses or the same that may be so alleged, including but not limited to court costs~~

and attorneys 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 an act or omission associated with or resulting from the lighting design and/or layout of the outdoor lighting facilities.

Customer shall render reasonable care in protecting Company lighting equipment installed within Customer's jurisdiction. Reasonable care may include, but not be limited to, the installation of protective posts and guard rails, or the locating of underground cable before digging. Should a lighting facility or its supporting infrastructure be damaged due to a lack of reasonable care by the Customer or those acting on Customer's behalf, this may result in cancellation of service for that location or the Customer being billed the full cost (material, labor, engineering, and overhead) of all repairs, as well as, being charged the monthly lighting fee while the facilities were out of service (the Company will make every reasonable effort to perform such repairs in a timely fashion). Furthermore, the full repair costs associated with vandalism damage to Company lighting equipment shall be passed on to the Customer and may result in the removal of those facilities if they cannot be protected from ongoing harm.

All lighting fixtures and other materials, including wiring must comply with the Company's specifications and will be subject to Company's approval.

A. Company installs, owns, and maintains unit or units.

Company shall own, operate, and maintain the lighting unit or units, including the fixtures, lamps, ballasts, photoelectric controls, mounting brackets and all necessary wiring. Company shall furnish all electric energy required for operation of the unit.

The units shall be lighted and extinguished by a photoelectric control furnished by the Company. The hours of burning shall be from approximately one-half (1/2) hour after sunset until one-half (1/2) hour before sunrise, every night or approximately 4,100 hours per annum.

The Company reserves the right to shield, re-angle, or relocate a light to prevent light projection on adjacent properties at the request of the adjacent property owner. If shielding, re-angling, or relocating the light does not resolve the light trespass complaint, the Company reserves the right to remove the offending light.

Barring circumstances beyond its control, the Company will replace burned out lamps within 48 hours after notification of Company by Customer.

B. Customer installs, owns and maintains unit or units.

The Customer may install, own and maintain the lighting unit or units, including all fixtures, lamps, standards or poles and mounting brackets, ballasts, cable and necessary wiring. The Customer's wiring, serving the lighting units contracted for under this Clause B must be brought by the Customer to an existing Company pole selected by the Company and upon which Company's 120 volt lines are presently attached. In the case of underground service installed by the Customer, the Customer shall install the wiring, conduit riser and weatherhead on a pole approved by the Company and terminating at a point designated by the Company. The units shall be direct connected by the Company to the Company's 120 volt lines and shall be lighted and extinguished by a

photoelectric control furnished by the Company. The hours of burning shall be from approximately one-half

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-17E-18

Original No. 108

RATE APL (VINTAGE) (Ceontinued)

CONDITIONS OF SERVICE: (Ceontinued)

(1/2) hour after sunset until one-half (1/2) hour before sunrise, every night or approximately ~~4100~~ 4000 hours per annum.

Burned out lamps will not be replaced by the Company under Clause B.

BILLING:

Bills will be rendered monthly for Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section, applying the monthly KWH as shown in Lighting KWH table, plus the flat rates set out in the Rate sections which follow.

RATE:

For service under Conditions of Service, Clause A above. The rates are monthly.

a) For bracket arm supported units on existing wood pole:		<u>Each</u>
Billing Code(s)	Description	<u>Flat Rate Price Per Each Unit</u>
<u>68</u>		<u>Luminaire</u>
	175-watt Mercury Vapor Lamp	<u>-\$ 7.438.57**</u>
<u>69</u>	400-watt Mercury Vapor Lamp	<u>13.8816.17**</u>
<u>70</u>	1000-watt Mercury Vapor Lamp	<u>24.0728.55**</u>
<u>71</u>	-100-watt High Pressure Sodium Lamp	<u>6.687.58</u>
<u>72</u>	-150-watt High Pressure Sodium Lamp	<u>14.2416.02</u>
<u>73</u>	-250-watt High Pressure Sodium Lamp	<u>18.8121.27</u>
<u>74</u>	-400-watt High Pressure Sodium Lamp	<u>21.5924.64</u>
<u>86</u>	-400-watt Mercury Vapor Flood	<u>13.9016.19**</u>
<u>87</u>	150-watt High Pressure Sodium Flood	<u>14.2916.07</u>
<u>88</u>	-250-watt High Pressure Sodium Flood	<u>18.8221.28</u>
<u>89</u>	-400-watt High Pressure Sodium Flood	<u>21.6024.65</u>
<u>90</u>	-400-watt Metal Halide Lamp	<u>21.6024.62**</u>
	For additional facilities when required:	
<u>96</u>	one wood pole (overhead only)	<u>3.804.18</u>
<u>97</u>	one wood or fiberglass pole (underground only)	<u>9.3910.33</u>

b) Lamps in enclosed fixtures, mounted on metal or fiberglass columns and supplied from underground circuits.

Billing Code(s)	Description	<u>Flat Rate Price Per Each Unit</u>
		-Each Additional _First - Luminaire on _Luminaire Same Column
<u>126 & 143</u>	1000 watt Mercury Vapor Lamp	<u>\$39.72**</u>
	<u>\$24.12**</u>	
<u>138, 127,</u>	400-watt Mercury Vapor Lamp	<u>\$20.8923.89**</u>
	<u>\$13.8816.17**</u>	
<u>144 & 155</u>		
<u>128 & 145</u>	175-watt Mercury Vapor Lamp	<u>17.2219.35**</u>
	<u>7.438.57**</u>	

Effective March 31, 2016

141, 129, 146 & 158	400-watt High Pressure Sodium Lamp	30.71 <u>34.68</u>	21.59 <u>24.64</u>
140, 130, 147 & 157	250-watt High Pressure Sodium Lamp	20.69 <u>23.34</u>	18.81 <u>21.27</u>
139, 131, 148 & 156	150-watt High Pressure Sodium Lamp	20.09	16.02

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Original No. 109

RATE APL (VINTAGE) (Ccontinued)

RATE, Clause A: (Ccontinued)

Billing Code(s)	Description	Flat Rate Price Per Each Unit	
		First Luminaire	Each Additional Luminaire on Same Column
150-watt High Pressure Sodium Lamp		17.94	14.24
132 & 149 6.68 <u>7.58</u>	-100-watt High Pressure Sodium Lamp		16.57 <u>18.47</u>
133 & 150 21.60	400-watt High Pressure Sodium Painted Bronze Column		33.48
134 & 151 18.84	250-watt High Pressure Sodium Painted Bronze Column		23.52
135 & 152 8.68 <u>10.43</u>	400-watt High Pressure Sodium - Shoebox		25.39 <u>28.82</u>
136 & 153 6.87 <u>8.13</u>	250-watt High Pressure Sodium - Shoebox		20.83 <u>23.49</u>
142, 137, 8.68 <u>10.40</u> **	400-watt Metal Halide - Shoebox	25.39 <u>28.79</u> **	
154 & 159			

c) For a post top fixture on a fiberglass, metal or ornamental column and containing one:

Billing Code(s)	Description	Flat Rate Price Per Each Unit
160	-175-watt Mercury Vapor Washington Post Std.	\$26.28 <u>29.32</u> **
161	-175-watt Mercury Vapor Post Std.	16.76 <u>18.84</u> **
162	-100-watt High Pressure Sodium Washington Post Std.	25.77 <u>28.59</u>
163	100-watt High Pressure Sodium Post Std.	16.49 <u>18.38</u>
164	-150-watt High Pressure Sodium Washington Post Std.	29.52 <u>32.83</u>
165	150-watt High Pressure Sodium Post Std.	20.24 <u>22.62</u>

"Std." means Ornamental Standard.

d) Charges in addition to Energy Charge as Registered through Customer's Meter For Units Containing One:

Billing Code(s)	Description	Flat Rate Price Per Each Unit
78		Each

Effective ~~March 31,~~ 2016

	<u>Luminaire</u>
<u>79 & 91</u> _____ 175-watt Mercury Vapor Lamp on Company's existing wood pole and connected to Customer's metered secondary	<u>\$ 5.646.21</u> **
<u>80</u> _____ 400-watt Mercury Vapor Lamp on Company's existing wood pole and connected to Customer's metered secondary	<u>10.9412.04</u> **
<u>81</u> _____ 1000-watt Mercury Vapor Lamp on Company's existing wood pole and connected to Customer's metered secondary	<u>16.9418.64</u> **
<u>82 & 92</u> _____ 100-watt High Pressure Sodium Lamp on Company's existing wood pole and connected to Customer's metered secondary	<u>5.846.43</u> **
<u>83 & 93</u> _____ 150-watt High Pressure Sodium Lamp on Company's existing wood pole and connected to Customer's metered secondary	<u>13.3714.71</u> **
<u>84 & 94</u> _____ 250-watt High Pressure Sodium Lamp on Company's existing wood pole and connected to Customer's metered secondary	<u>16.8918.59</u> **
<u>166 & 95</u> _____ 400-watt High Pressure Sodium Lamp on Company's existing wood pole and connected to Customer's metered secondary	<u>18.6320.50</u> **
<u>166 & 95</u> _____ 400-watt Metal Halide Lamp on Company's existing wood pole and connected to Customer's metered secondary	<u>18.6320.50</u> **

Indianapolis Power & Light Company I.U.R.C. No. E-17E-18 _____ Original No.
1101st Revised No. 110
 One Monument Circle Superseding
 Indianapolis, Indiana Original No. 110

RATE APL (VINTAGE) (Ceontinued)

RATE, Clause A: (Ceontinued)

e) Prices below apply to University of Indianapolis Lighting.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
<u>180</u>		<u>Each</u>
		<u>Luminaire</u>
<u>181</u>	_____ 250-watt Metal Halide 18' Direct Embedded	<u>48.4753.89</u>
<u>182</u>	_____ 250-watt Metal Halide 12' Anchor Based	<u>53.2259.12</u>
<u>183</u>	_____ 2-250-watt Metal Halide 18' Direct Embedded	<u>66.7474.51</u>
<u>183</u>	_____ 2-250-watt Metal Halide 12' Anchor Based	<u>71.4579.73</u>

Charges in addition to Energy Charge as registered through Customer's meter:

<u>188</u>	_____ 250-watt Metal Halide 18' Direct Embedded	<u>\$44.5248.99</u>
<u>189</u>	_____ 250-watt Metal Halide 12' Anchor Based	<u>49.2654.21</u>
<u>190</u>	_____ 2-250-watt Metal Halide 18' Direct Embedded	<u>59.3565.31</u>
<u>191</u>	_____ 2-250-watt Metal Halide 12' Anchor Based	<u>64.1070.54</u>

Effective March 31, 2016

For service under Conditions of Service, Clause B above. The rates are monthly.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
85	Up to and including 150-watt incandescent lamp or equivalent per month per lamp	\$3.30 3.63**

TERM:

This service is available for a standard term of three (3) years and, if not terminated by at least thirty (30) days' notice prior to the expiration of the initial 3-year term, shall be continued on a yearly basis, terminable on a thirty (30) days' notice prior to the end of any such one-year term. If the Customer fails to pay the bill for service in any month of the initial term when due, the Company may, at its option, declare the service charges for the remaining months of such term immediately due and payable and may remove its facilities if the bill for such remaining months of service is not paid within thirty (30) days after such bill is rendered. If, prior to expiration of the initial term, the service contracted for under this Rate is supplanted by municipal lighting service, the Company may remove its facilities and no charge will be made for the remaining months of such initial term.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Sharing Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

Charges under this Rate are net and will be a part of the Customer's regular service bill and subject to the same charges as any other item on the Customer's bill.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Effective

Indianapolis Power & Light Company — I.U.R.C. No. E 17 — Original No. 110.1
One Monument Circle
Indianapolis, Indiana

RATE APL (VINTAGE) (continued)

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Indianapolis Power & Light Company
 One Monument Circle
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I.U.R.C. No. E-17E-18

Original No. 111

RATE APL (VINTAGE) (Continued)

MONTHLY LIGHTING KWH TABLE

Lamp	Monthly KWh												Annual KWh
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
100-watt High Pressure Sodium	51	42	42	36	33	30	32	36	39	45	48	52	485
2 at 5,500-6,500 Lumen LED	56	47	47	40	36	33	35	39	43	50	53	57	536
150-watt High Pressure Sodium	76	64	64	54	50	45	48	54	59	68	73	78	733
175-watt Mercury Vapor	87	73	72	61	56	51	55	61	67	78	82	89	832
250-watt Metal Halide	121	101	101	86	79	71	76	85	93	108	115	124	1159
250-watt High Pressure Sodium	125	104	104	88	81	73	78	88	96	112	118	128	1194
250-watt Mercury Vapor	126	106	105	89	82	74	80	89	97	113	120	129	1210
150-watt High Pressure Sodium - 8760 hrs	170	142	141	120	110	100	107	119	131	152	161	174	1629
400-watt Metal Halide	185	155	154	131	120	109	117	130	143	166	176	189	1774
400-watt High Pressure Sodium	193	161	160	136	125	113	121	136	149	173	183	197	1848
400-watt Mercury Vapor	196	164	163	139	127	115	124	138	151	176	186	201	1880
2- 250-watt Metal Halide Cluster	242	202	201	171	157	142	152	170	186	216	229	248	2317
2- 250-watt High Pressure Sodium Cluster	249	208	207	176	162	147	157	175	192	223	236	255	2388
150-watt High Pressure Sodium and 4- 100-watt High Pressure Sodium Cluster	279	233	232	197	181	164	176	196	215	250	264	285	2672
2- 400-watt Metal Halide Cluster	370	310	308	262	240	218	233	260	285	331	351	379	3547
2- 400-watt High Pressure Sodium Cluster	386	323	321	273	250	227	243	271	297	345	366	395	3697
400-watt High Pressure Sodium - 8760 hrs	428	359	357	303	278	252	270	301	330	384	407	439	4108
1000-watt Mercury Vapor	450	377	374	319	292	265	284	316	347	403	427	461	4315
1000-watt High Pressure Sodium	454	380	378	322	295	267	286	319	350	407	431	465	4355

Effective March 31, 2016

Lamp	Monthly KWh												Annual KWh
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
80-watt LED	41	34	34	29	27	24	26	29	32	37	39	42	394
100-watt High Pressure Sodium	51	42	42	36	33	30	32	36	39	45	48	52	485
150-watt High Pressure Sodium	76	64	64	54	50	45	48	54	59	68	73	78	733
150-watt High Pressure Sodium - 4100 hrs	80	67	66	56	52	47	50	56	61	71	75	81	763
2- 80-watt LED	82	69	68	58	53	48	52	58	63	74	78	84	788
175-watt Mercury Vapor	87	73	72	61	56	51	55	61	67	78	82	89	832
250-watt Metal Halide	121	101	101	86	79	71	76	85	93	108	115	124	1159
250-watt High Pressure Sodium	125	104	104	88	81	73	78	88	96	112	118	128	1194
250-watt Mercury Vapor	126	106	105	89	82	74	80	89	97	113	120	129	1210
150-watt High Pressure Sodium - 8760 hrs	170	142	141	120	110	100	107	119	131	152	161	174	1629
400-watt Metal Halide	185	155	154	131	120	109	117	130	143	166	176	189	1774
400-watt High Pressure Sodium	193	161	160	136	125	113	121	136	149	173	183	197	1848
400-watt Mercury Vapor	196	164	163	139	127	115	124	138	151	176	186	201	1880
2- 250-watt Metal Halide Cluster	242	202	201	171	157	142	152	170	186	216	229	248	2317
2- 250-watt High Pressure Sodium Cluster	249	208	207	176	162	147	157	175	192	223	236	255	2388
150-watt High Pressure Sodium and 4- 100-watt High Pressure Sodium Cluster	279	233	232	197	181	164	176	196	215	250	264	285	2672
2- 400-watt Metal Halide Cluster	370	310	308	262	240	218	233	260	285	331	351	379	3547
2- 400-watt High Pressure Sodium Cluster	386	323	321	273	250	227	243	271	297	345	366	395	3697
400-watt High Pressure Sodium - 8760 hrs	428	359	357	303	278	252	270	301	330	384	407	439	4108
1000-watt Mercury Vapor	450	377	374	319	292	265	284	316	347	403	427	461	4315
1000-watt High Pressure Sodium	454	380	378	322	295	267	286	319	350	407	431	465	4355

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-17E-18

Original No. 112

RATE APL (NEW)
AUTOMATIC PROTECTIVE LIGHTING SERVICE

AVAILABILITY:

Available to any Customer for outdoor area lighting, provided that: (1) adequate facilities are available to serve the premises or location; and (2) the capital expenditure for installation of such outdoor lighting facilities is warranted. The determination that such capital expenditure is warranted shall be established if the amount of revenue projected to be received from the Customer in the thirty-six (36) month-period following installation of the outdoor lighting facilities exceeds the estimated cost of installation for the lights, as calculated by the Company. If the projected thirty-six (36) month revenue does not exceed the estimated cost of installation, the Customer must pay two and one half (2½) times the difference of the estimated cost of installation and the projected thirty-six (36) month revenue prior to installation of the outdoor lighting facilities. Notwithstanding the foregoing, IPL reserves the right to refuse service under the provisions of this Rate APL, consistent with applicable laws, rules, and regulations.

IPL will support these high intensity discharge (HID) lighting offerings for as long as the technology is available.

The National Energy Policy Act of 2005 requires that Mercury Vapor (MV) lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing MV lamp installations in accordance with this tariff.

The Energy Independence and Security Act of 2007 mandated pulse start ballasts; therefore standard ballast Metal Halide (MH) lamps are no longer offered for new construction. To the extent that the Company has the necessary materials, the Company will continue to maintain existing MH lamp installations in accordance with this tariff.

CONDITIONS OF SERVICE:

Customer shall secure all permits, licenses and authority necessary for the installation and maintenance of facilities upon and over public property.

The final decision concerning the location and design of outdoor lighting equipment, including the selection by Customer of the IPL-owned equipment for installation on Customer's premises, is the sole responsibility of Customer. Customer is responsible for all design and layout work to achieve any specific design criteria, footcandle levels and/or uniformity standards, including but not limited to, location of pole(s) and any associated equipment, number of lights installed, and type and configuration of lights. Notwithstanding the foregoing, IPL retains the right to require modification to the Customer's decision concerning location and design of the outdoor lighting equipment based upon safety issues, IPL system operations or other reason(s) identified by IPL. Customer is solely responsible for compliance with all applicable regulations, ordinances, standards and/or industry practices associated with such design and layout and IPL has installed such facilities in accordance with the specifications provided by Customer. If required by a governing authority or if Customer elects, Customer shall retain a professional Lighting Designer or Engineer to ensure Customer's lighting system design and layout meets applicable Ordinances, Standards, Regulations and/or Industry Practices concerning design criteria, footcandle levels and/or uniformity standards and Customer shall bear all costs associated with the same, including costs to modify the lighting system design and layout. Customer shall release, indemnify and hold harmless IPL from and against all claims, liability, damages and/or expenses or the same that may be so alleged, including but not limited to court costs and attorneys 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 an act or omission associated with or resulting from the lighting design and/or layout of the outdoor lighting facilities.~~

Effective March 31, 2016

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. ~~E-17E-18~~

Original No. 113

RATE APL (NEW) (Continued)

CONDITIONS OF SERVICE: (Continued)

resulting from, or connected with an act or omission associated with or resulting from the lighting design and/or layout of the outdoor lighting facilities.

Customer shall render reasonable care in protecting Company lighting equipment installed within Customer's jurisdiction. Reasonable care may include, but not be limited to, the installation of protective posts and guard rails, or the locating of underground cable before digging. Should a lighting facility or its supporting infrastructure be damaged due to a lack of reasonable care by the Customer or those acting on Customer's behalf, this may result in cancellation of service for that location or the Customer being billed the full cost (material, labor, engineering, and overhead) of all repairs, as well as, being charged the monthly lighting fee while the facilities were out of service (the Company will make every reasonable effort to perform such repairs in a timely fashion). Furthermore, the full repair costs associated with vandalism damage to Company lighting equipment shall be passed on to the Customer and may result in the removal of those facilities if they cannot be protected from ongoing harm.

All lighting fixtures and other materials, including wiring must comply with the Company's specifications and will be subject to Company's approval. Company shall own, operate, and maintain the lighting unit or units, including the fixtures, lamps, ballasts, photoelectric controls, mounting brackets and all necessary wiring. Company shall furnish all electric energy required for operation of the unit.

The units shall be lighted and extinguished by a photoelectric control furnished by the Company. The hours of burning shall be from approximately one-half (1/2) hour after sunset until one-half (1/2) hour before sunrise, every night or approximately 4,100 hours per annum. Barring circumstances beyond its control, the Company will replace burned out lamps within 48 hours after notification of Company by Customer.

The Company reserves the right to shield, re-angle, or relocate a light to prevent light projection on adjacent properties at the request of the adjacent property owner. If shielding, re-angling, or relocating the light does not resolve the light trespass complaint, the Company reserves the right to remove the offending light.

BILLING:

Bills will be rendered monthly for Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section, applying the monthly KWH as shown in Lighting KWH table, plus the flat rates set out in the Rate sections which follow.

RATE:

For service under Conditions of Service above. The rates are monthly.

a)	For bracket arm supported units on existing wood pole:	Each
<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
<u>271</u>		<u>Luminaire</u>
	100-watt High Pressure Sodium Lamp	\$18.61 15.40
<u>272</u>	150-watt High Pressure Sodium Lamp	20.25 17.48
<u>273</u>	250-watt High Pressure Sodium Lamp	22.11 20.87
<u>274</u>	400-watt High Pressure Sodium Lamp	25.08 25.28
<u>287</u>	150-watt High Pressure Sodium Flood	25.97 17.98

Effective ~~March 31, 2016~~

288	_____ 250-watt High Pressure Sodium Flood	23.39 <u>21.28</u>
289	_____ -400-watt High Pressure Sodium Flood	26.17 <u>25.60</u>
_____ For additional facilities when required:		
296	_____ one wood pole (overhead only)	_____ 19.82
297	_____ one wood or fiberglass pole (underground only)	_____ 24.12

Indianapolis Power & Light Company
 No. 114
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. ~~E-17E-18~~

~~Original No. 1141st - Revised~~

~~Superseding
 Original No. 114~~

RATE APL (NEW) (Continued)

RATE: (Continued)

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
_____ For additional facilities when required:		
296	_____ one wood pole (overhead only)	_____ \$7.04
297	_____ one wood pole (underground only)	_____ 8.92

b) Lamps in enclosed fixtures, mounted on metal or fiberglass columns and supplied from underground circuits.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
329 & 346	_____ -400-watt High Pressure Sodium Lamp	_____ \$41.90 <u>35.68</u>
_____	_____ \$26.91 <u>25.98</u>	
330 & 347	_____ -250-watt High Pressure Sodium Lamp	_____ 38.93 <u>31.27</u>
_____	_____ 23.94 <u>21.58</u>	
331 & 348	_____ -150-watt High Pressure Sodium Lamp	_____ 37.07 <u>28.31</u>
_____	_____ 22.08 <u>18.62</u>	
332 & 349	_____ -100-watt High Pressure Sodium Lamp	_____ 35.31 <u>25.92</u>
_____	_____ 20.32 <u>16.54</u>	
341 & 358	_____ -400-watt High Pressure Sodium Lamp - Flood	_____ 40.94 <u>35.15</u>
_____	_____ 28.44 <u>26.79</u>	
340 & 357	_____ -250-watt High Pressure Sodium Lamp - Flood	_____ 38.17 <u>30.83</u>
_____	_____ 25.66 <u>22.47</u>	
339 & 356	_____ -150-watt High Pressure Sodium Lamp - Flood	_____ 35.92 <u>27.54</u>
_____	_____ 23.41 <u>19.17</u>	
333 & 350	_____ -400-watt High Pressure Sodium Painted-Metal Bronze Column	_____ 41.90 <u>43.57</u>
_____	_____ 25.73 <u>25.25</u>	
334 & 351	_____ -250-watt High Pressure Sodium Painted-Metal Bronze Column	_____ 38.93 <u>39.89</u>
_____	_____ 23.04 <u>21.57</u>	

Effective ~~March 31, 2016~~

<u>335 & 352</u>	-400-watt High Pressure Sodium - Shoebox	<u>41.59</u> <u>35.43</u>
	<u>26.18</u> <u>25.47</u>	
<u>336 & 353</u>	-250-watt High Pressure Sodium - Shoebox	<u>38.53</u> <u>30.97</u>
	<u>23.42</u> <u>21.01</u>	

c) For a post top fixture on a fiberglass, metal or ornamental column and containing one:

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
<u>362</u>	<u>100-watt High Pressure Sodium Washington Post Std.</u>	<u>37.02</u> <u>29.34</u>
<u>363</u>	<u>-100-watt High Pressure Sodium Post Std.</u>	<u>25.34</u> <u>21.84</u>
<u>364</u>	<u>-150-watt High Pressure Sodium Washington Post Std.</u>	<u>42.11</u> <u>30.94</u>
<u>365</u>	<u>-150-watt High Pressure Sodium Post Std.</u>	<u>32.92</u> <u>27.69</u>

"Std." means Ornamental Standard.

d) ~~d)~~ Prices below apply to University of Indianapolis Lighting.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
<u>380</u>	<u>Each</u>	
	<u>Luminaire</u>	
	<u>250-watt Metal Halide 18' Direct Embedded</u>	
	<u>\$48.21</u> <u>36.71</u>	
<u>381</u>	<u>-250-watt Metal Halide 12' Anchor Based</u>	
	<u>50.78</u> <u>36.50</u>	
<u>382</u>	<u>-2-250-watt Metal Halide 18' Direct Embedded</u>	
	<u>66.79</u> <u>53.64</u>	
<u>383</u>	<u>2-250-watt Metal Halide 12' Anchor Based</u>	
	<u>69.30</u> <u>53.43</u>	

Charges in addition to Energy Charge as registered through Customer's meter:

<u>388</u>	<u>250-watt Metal Halide 18' Direct Embedded</u>	<u>\$43.21</u>
	<u>Indianapolis Power & Light Company</u>	<u>I.U.R.C. No. E-18</u>
	<u>One Monument Circle</u>	<u>Original No.</u>
	<u>Indianapolis, Indiana</u>	

RATE APL (NEW) (Continued)

d) (Continued)

Charges in addition to Energy Charge as registered through Customer's meter:

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
<u>388</u>	<u>250-watt Metal Halide 18' Direct Embedded</u>	<u>\$29.07</u>
<u>389</u>	<u>-250-watt Metal Halide 12' Anchor Based</u>	
	<u>45.77</u> <u>28.86</u>	
<u>390</u>	<u>-2-250-watt Metal Halide 18' Direct Embedded</u>	<u>56.78</u> <u>38.36</u>
<u>391</u>	<u>-2-250-watt Metal Halide 12' Anchor Based</u>	<u>59.29</u> <u>38.16</u>

e) For LED luminaires and additional facilities if needed.

LED luminaires on existing facilities or paired with additional facilities:

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
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300	LED Cobra Head - 5,000-6,000 Lumens	\$16.90
301	LED Cobra Head - 6,500-7,500 Lumens	17.35
302	LED Cobra Head - 12,500-13,500 Lumens	21.22
303	LED Cobra Head - 20,000-21,500 Lumens	24.60

Indianapolis Power & Light Company
 No. 115
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. ~~E-17E-18~~

Original No. 1151st-Revised

Superseding
Original No. 115

RATE APL (NEW) (Continued)

e) (Continued)

Billing Code(s)	Description	Flat Rate Price Per Each Unit
304	LED Area Light - 11,500-16,500 Lumens	
305	LED Area Light - 21,000-26,000 Lumens	25.78
306	LED Traditional Post Top - 6,000-7,500 Lumens	21.22
307	LED Twin Washington Post Top - 2 at 6,000-7,500 Lumens	52.41
308	LED Washington Post Top - 6,000-7,500 Lumens	28.64

If needed, additional facilities to be paired with a luminaire:

378	Fiberglass Column Served Underground	-\$9.78
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Effective April 20, 2016

328	12' Fiberglass Traditional Column Served Underground	6.54
337	12' Fiberglass Fluted Column Without Base Served Underground	13.23
343	14' Fiberglass Fluted Column Served Underground	13.44
344	14' Fiberglass Smooth Round Column Served Underground	11.56
354	Metal Column With Base Served Underground	16.36
355	Metal Column Without Base Served Underground	9.12
342	14' Metal Fluted Column Without Base Served Underground	15.30
369	Metal Bronze Column With Base Served Underground	17.84
370	Metal Bronze Column Without Base Served Underground	10.60

TERM:

This service is available for a standard term of three (3) years and, if not terminated by at least thirty (30) days' notice prior to the expiration of the initial 3-year term, shall be continued on a yearly basis, terminable on a thirty (30) days' notice prior to the end of any such one-year term. If the Customer fails to pay the bill for service in any month of the initial term when due, the Company may, at its option, declare the service charges for the remaining months of such term immediately due and payable and may remove its facilities if the bill for such remaining months of service is not paid within thirty (30) days after such bill is rendered. If, prior to expiration of the initial term, the service contracted for under this Rate is supplanted by municipal lighting service, the Company may remove its facilities and no charge will be made for the remaining months of such initial term.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Sharing Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

Charges under this Rate are net and will be a part of the Customer's regular service bill and subject to the same charges as any other item on the Customer's bill.

~~Indianapolis Power & Light Company~~ ~~I.U.R.C. No. E-18~~ ~~Original No. 116~~
~~One Monument Circle~~
~~Indianapolis, Indiana~~

RATE APL (NEW) (Continued)

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

~~Indianapolis Power & Light Company~~ ~~I.U.R.C. No. E 17E 18~~ ~~Original No. 116~~
~~One Monument Circle~~
~~Indianapolis, Indiana~~

Effective ~~April 20, 2016~~

RATE APL (NEW) (Continued)

MONTHLY LIGHTING KWH TABLE

Lamp	Monthly KWh												Annual KWh
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
5,000-6,000 Lumen LED	20	16	16	14	12	12	12	13	15	17	19	19	185
6,500-7,500 Lumen LED	25	21	20	17	15	14	15	16	18	21	23	24	229
12,500-13,500 Lumen LED	45	38	39	33	29	28	29	31	35	40	44	46	437
100-watt High Pressure Sodium	51	42	42	36	33	30	32	36	39	45	48	52	485
2 at 5,500-6,500 Lumen LED	56	47	47	40	36	33	35	39	43	50	53	57	536
11,500-16,500 LED Area Light	55	47	47	41	36	34	36	38	43	50	54	55	536
150-watt High Pressure Sodium	76	64	64	54	50	45	48	54	59	68	73	78	733
20,000-21,500 Lumen LED	71	60	60	51	46	43	46	49	55	63	69	72	686
21,000-26,000 LED Area Light	90	76	76	66	58	55	58	62	69	80	87	90	867
250-watt Metal Halide	121	101	101	86	79	71	76	85	93	108	115	124	1159
250-watt High Pressure Sodium	125	104	104	88	81	73	78	88	96	112	118	128	1194
150-watt High Pressure Sodium - 8760 hrs	170	142	141	120	110	100	107	119	131	152	161	174	1629
400-watt High Pressure Sodium	193	161	160	136	125	113	121	136	149	173	183	197	1848
2- 250-watt Metal Halide Cluster	242	202	201	171	157	142	152	170	186	216	229	248	2317
2- 250-watt High Pressure Sodium Cluster	249	208	207	176	162	147	157	175	192	223	236	255	2388
150-watt High Pressure Sodium and 4- 100-watt High Pressure Sodium Cluster	279	233	232	197	181	164	176	196	215	250	264	285	2672
2- 400-watt High Pressure Sodium Cluster	386	323	321	273	250	227	243	271	297	345	366	395	3697
400-watt High Pressure Sodium - 8760 hrs	428	359	357	303	278	252	270	301	330	384	407	439	4108
1000-watt High Pressure Sodium	454	380	378	322	295	267	286	319	350	407	431	465	4355

Lamp	Monthly KWh												Annual KWh
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
80-watt LED	41	34	34	29	27	24	26	29	32	37	39	42	394
100-watt High Pressure Sodium	51	42	42	36	33	30	32	36	39	45	48	52	485
150-watt High Pressure Sodium	76	64	64	54	50	45	48	54	59	68	73	78	733
150-watt High Pressure Sodium - 4100 hrs	80	67	66	56	52	47	50	56	61	71	75	81	763
2- 80-watt LED	82	69	68	58	53	48	52	58	63	74	78	84	788
175-watt Mercury Vapor	87	73	72	61	56	51	55	61	67	78	82	89	832
250-watt Metal Halide	121	101	101	86	79	71	76	85	93	108	115	124	1159
250-watt High Pressure Sodium	125	104	104	88	81	73	78	88	96	112	118	128	1194
250-watt Mercury Vapor	126	106	105	89	82	74	80	89	97	113	120	129	1210
150-watt High Pressure Sodium - 8760 hrs	170	142	141	120	110	100	107	119	131	152	161	174	1629
400-watt Metal Halide	185	155	154	131	120	109	117	130	143	166	176	189	1774
400-watt High Pressure Sodium	193	161	160	136	125	113	121	136	149	173	183	197	1848
400-watt Mercury Vapor	196	164	163	139	127	115	124	138	151	176	186	201	1880
2- 250-watt Metal Halide Cluster	242	202	201	171	157	142	152	170	186	216	229	248	2317
2- 250-watt High Pressure Sodium Cluster	249	208	207	176	162	147	157	175	192	223	236	255	2388
150-watt High Pressure Sodium and 4- 100-watt High Pressure Sodium Cluster	279	233	232	197	181	164	176	196	215	250	264	285	2672
2- 400-watt Metal Halide Cluster	370	310	308	262	240	218	233	260	285	331	351	379	3547
2- 400-watt High Pressure Sodium Cluster	386	323	321	273	250	227	243	271	297	345	366	395	3697
400-watt High Pressure Sodium - 8760 hrs	428	359	357	303	278	252	270	301	330	384	407	439	4108
1000-watt Mercury Vapor	450	377	374	319	292	265	284	316	347	403	427	461	4315
1000-watt High Pressure Sodium	454	380	378	322	295	267	286	319	350	407	431	465	4355

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-17E-18

Original No. 120

RATE CGS
COGENERATION & SMALL POWER PRODUCTION

AVAILABILITY:

Available to any Customer of Indianapolis Power & Light Company (the "Company") that operates within the Company's service territory a Qualifying Cogeneration Facility or a Qualifying Small Power Production Facility subject to the Company's rules and regulations and, any terms, conditions and restrictions imposed by any valid and applicable law or regulation. This tariff is submitted pursuant to the requirements of the Commission's regulations and shall cease to be effective if such regulations are set aside, withdrawn or for any reason cease to be applicable to the Company. An Existing Qualifying Facility is not subject to, or entitled to the benefits of this Rate CGS except as otherwise expressly provided by law.

DEFINITIONS:

- (a) Qualifying Facility is either a Cogeneration Facility or Small Power Production Facility, but does not include any facility substantial construction of which was not begun on or after November 9, 1978, or any facility not meeting applicable ownership requirements.
- (b) Existing Qualifying Facility means a Qualifying Facility which was in operation before July 1, 1983.
- (c) Cogeneration Facility means a facility that simultaneously generates electricity and useful thermal energy; and meets the energy efficiency standards established for cogeneration facilities by the FERC pursuant to 16 U.S.C. 824a-3.
- (d) Small Power Production Facility means an arrangement of equipment for the production of electricity with capacity no greater than eighty megawatts, all of which equipment is located within a site one mile in radius from the generating equipment or, for hydroelectric facilities, at the same impoundment of water, and which equipment must be powered at least seventy-five percent (75%) by biomass, waste, renewable resources, geothermal resources, or any combination thereof, and not more than twenty-five percent (25%) by oil, natural gas, and coal or any combination thereof.
- (e) Purchase means the purchase of electric energy or capacity or both from a Qualifying Facility by the Company.
- (f) Sale means the sale of electric energy or capacity or both by the Company to a Qualifying Facility.
- (g) Avoided Costs means the incremental costs to the Company of electric energy or capacity or both which, but for the purchase from a Qualifying Facility or Facilities, the Company would generate itself or purchase from another source.
- (h) Interconnection Costs means the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the Company directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a Qualifying Facility, to the extent such costs are in excess of the corresponding costs which the Company would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources. Interconnection Costs do not include any costs included in the calculation of Avoided Costs.
- (i) Supplementary Power means electric energy or capacity supplied by the Company, regularly used by a Qualifying Facility in addition to that which the facility generates itself.
- (j) Back-up Power means electric energy or capacity supplied by the Company to replace energy ordinarily generated by a facility's own generation equipment during an unscheduled outage of the facility.
- (k) Interruptible Power means electric energy or capacity supplied by the Company subject to interruption by the Company under specified conditions.
- (l) Maintenance Power means electric energy or capacity supplied by the Company during scheduled outages of the Qualifying Facility.

Effective ~~March 31, 2016~~

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-17E-18

Original No. 121

RATE CGS (Continued)

DEFINITIONS:- (Continued)

- (m) System Emergency means a condition on the Company's system which is liable to result in imminent significant disruption of service to Customers or in substantial deviation from normal service standards or which is imminently liable to endanger life or property.
- (n) Commission means the Indiana Utility Regulatory Commission.
- (o) FERC means the Federal Energy Regulatory Commission.
- (p) Peak Period means the time between 6 a.m. and 10 p.m. (April through September) or between 7 a.m. and 11 p.m. (October through March) on all days except Saturdays and Sundays, which daily time period will be subject to change from time to time at the Company's option. This change would occur after no less than ten (10) days notice has been given to all Customers who would be affected, and to the Commission.
- (q) Off Peak Period means the time not included in the Peak Period.

PURCHASE AND SALE:

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

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

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

INTERCONNECTION CONDITIONS AND COSTS:

- (a) The Company, subject to prior compliance by the Qualifying Facility with all applicable Federal and State laws and regulations, shall make parallel interconnection with the Qualifying Facility in such a way as to accomplish purchases and sales as described in Sections (b) through (f).
- (b) The Qualifying Facility shall comply with the National Electrical Safety Code, as supplemented, the applicable requirements of 170 IAC 4-4.3, and the Company's rules and regulations for electric service.
- (c) Interconnection Costs from the Qualifying Facility to the Company's distribution or transmission system, including those costs of (d) and (e) below, shall be borne by the Qualifying Facility. There shall be no obligation on the Company to finance such interconnection.
- (d) The Qualifying Facility shall install, operate, and maintain in good order such relays, locks and seals, breakers, automatic synchronizer, and other control and protective apparatus as shall be designated by the Company for operation parallel to its system. The Qualifying Facility shall bear full responsibility for the installation and safe operation of this equipment.
- (e) Breakers capable of isolating the Qualifying Facility from the Company shall at all times be immediately accessible to the Company. The Company may isolate the Qualifying Facility at its own discretion if the Company believes continued parallel operation with the Qualifying Facility creates or contributes to a System Emergency. System Emergencies causing discontinuance of parallel operation are subject to verification by the Commission.
- (f) To properly record numbers of kilowatthours for, respectively, purchase and sale, the following configurations shall be the basis for metering:

Indianapolis Power & Light Company
~~No. 122~~
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. ~~E-17E-18~~

Original No. 1224st-Revised

Superseding

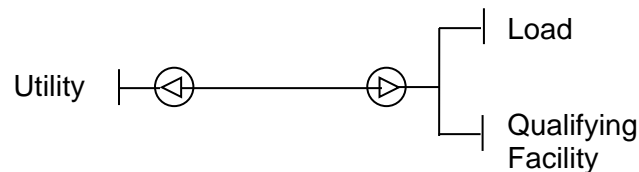
~~Original No. 122~~

RATE CGS (Continued)

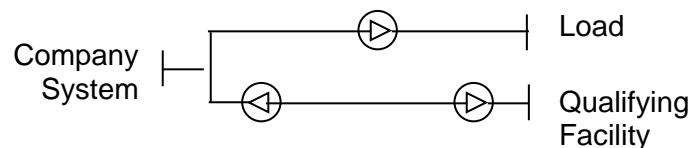
INTERCONNECTION CONDITIONS AND COSTS: (Continued)

(f) (Continued)

- (1) Where purchases are intended to be less than 1000 kilowatthours per month, and the Company and Qualifying Facility mutually agree, a single bidirectional meter may be placed between, at one side, the Company system and, on the other side, the Qualifying Facility and any load associated with it.
- (2) Where such measurement is appropriate for measurement of energy, the circuit shall include at minimum two monodirectional meters in a series arrangement between, at one side, the Company system and, on the other side, the Qualifying Facility and any load associated with it:



- (3) Where such is appropriate for measurement of energy, the circuit shall include a monodirectional meter between the on-site load and the Company and, in a series arrangement, two monodirectional meters between the Qualifying Facility and the Company system:



- (4) The meter measuring purchases by the Company shall be of a design to record time periods, and shall be capable of electronically transmitting instantaneous readings.
- (5) Other metering arrangements shall be the subject of negotiations between the Company and the Qualifying Facility.

RATE FOR PURCHASE:

The rate the Company will pay each Qualifying Facility for energy and capacity purchased will be established in advance by written contract with the Company as filed and approved by the Commission and will be based on the RATE FOR PURCHASE on file from time to time with the Commission, adjusted as outlined in the remaining parts of this section. Unless otherwise agreed the RATES FOR PURCHASE shall be:

- (1) Capacity \$6.43 per KW per month

- (2) Energy - Peak Period 3.08¢ per KWH
- Off Peak Period 2.54¢ per KWH

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-17E-18

Original No. 123

RATE CGS (Continued)

RATE FOR PURCHASE: (Continued)

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

The monthly capacity payment shall be adjusted by the following factor:

$$F = \frac{E_p}{(K) (T_p)}$$

Where: F = Capacity payment adjustment factor.
E_p = Kilowatt-hours delivered to the Company during the Peak Period.
K = Kilowatts of capacity the Qualifying Facility contracts to provide.
T_p = Number of hours in the peak period.

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

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

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

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

RATES FOR SALE BY COMPANY:

Back-up Power shall be provided under Standard Contract Rider No. 10. Maintenance Power shall be provided under Standard Contract Rider No. 11. Supplementary Power shall be provided under Standard Contract Rider No. 12. A Customer may not simultaneously qualify for Rate CGS, Rate REP Renewable Energy Production, Standard Contract Rider No. 9 Net Metering, and Standard Contract Rider No. 8 for off-peak service.

STANDARD CONTRACT RIDERS APPLICABLE:

Effective ~~April 20, 2016~~

|
No. -1 Customer Load Characteristics
No. 10 Back-up Power
No. 11 Maintenance Power
No. 12 Supplementary Power

see Page 150
see Page 162
see Page 163
see Page 164

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. ~~E-17~~E-18

Original No. 124

RATE REP
RENEWABLE ENERGY PRODUCTION

AVAILABILITY:

Available to any Customer of Indianapolis Power & Light Company (the “Company”) that operates within the Company’s service territory a Qualifying Renewable Energy Power Production Facility subject to the Company’s rules and regulations and, any terms, conditions and restrictions imposed by any valid and applicable law or regulation. This tariff is submitted pursuant to the requirements of the Commission’s regulations and shall cease to be effective if such regulations are set aside, withdrawn or for any reason cease to be applicable to the Company. An Existing Qualifying Renewable Energy Power Production Facility is eligible to the benefits of this Rate REP except as otherwise expressly forbidden by law.

DEFINITIONS:

- (a) Qualifying Renewable Energy Power Production Facility (the “Facility”) means an arrangement of equipment for the production of electricity with capacity no less than 50 kW (20 kW for solar) and no greater than 10 MW. The Facility shall be located at one site and is not the aggregation of more than one site each less than 50 kW (20 kW for solar) and which produces electric power through the use of 100% renewable resources or fuel. Such resources or fuels include:
 - a. Solar photovoltaic cells and panels
 - b. Wind
 - c. Dedicated crops grown for energy production
 - d. Organic waste biomass
 - e. Biomass will be consistent with the State’s definition in IC 8-1-8.8-10.
- (b) Purchase means the purchase of electric energy or capacity or both from the Facility by the Company and is also inclusive of all environmental attributes.
- (c) Sale means the sale of electric energy or capacity or both by the Facility to the Company and is also inclusive of all environmental attributes.
- (d) Environmental Attributes means Renewable Energy Credits (“REC”), carbon credits, greenhouse gas offsets or any other environmental credit, commodity or classification that may be associated with the production of renewable energy from the Facility.
- (e) Interconnection Costs means the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the Company directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a Facility, to the extent such costs are in excess of the corresponding costs which the Company would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources. Interconnection Costs do not include any costs included in the calculation of Avoided Costs.
- (f) System Emergency means a condition on the Company's system which is liable to result in imminent significant disruption of service to Customers or in substantial deviation from normal service standards or which is imminently liable to endanger life or property.
- (g) Commission means the Indiana Utility Regulatory Commission.
- (h) FERC means Federal Energy Regulatory Commission.
- (i) Peak Period means the time between 6 a.m. and 10 p.m. (April through September) or between 7 a.m. and 11 p.m. (October through March) on all days except Saturdays and Sundays, which daily time period will be subject to change from time to time at the Company's option. This change would occur after no less than ten (10) days notice has been given to all Customers who would be affected, and to the Commission.
- (j) Off Peak Period means the time not included in the Peak Period.

Effective ~~March 31, 2016~~

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. ~~E-17E-18~~

Original No. 124.1

RATE REP (Continued)

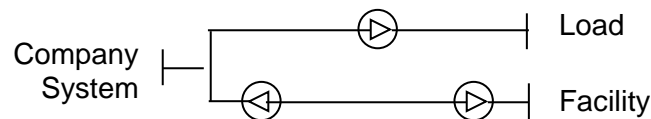
PURCHASE AND SALE:

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

- a. The Company shall not be obligated to purchase or sell at a time of System Emergency.
- b. The Customer shall sell the total production of the Facility to the Company.
- c. The Customer shall receive service for their load at the appropriate retail rate from the Company. The applicable rate is not impacted by the Customer's participation in Rate REP.
- d. The Company may limit total participation under this Rate REP to 1% of the Company's retail electric kWh sales from the prior calendar year.

INTERCONNECTION CONDITIONS AND COSTS:

- (a) The Company, subject to prior compliance by the Facility with all applicable Federal and State laws and regulations, shall make parallel interconnection with the Facility in such a way as to accomplish purchases and sales as described in Sections (b) through (f).
- (b) The Facility shall comply with the National Electrical Safety Code, as supplemented, the applicable requirements of 170 IAC 4-4.3, and the Company's rules and regulations for electric service.
- (c) Interconnection Costs from the Facility to the Company's distribution or transmission system, including those costs of (d) and (e) below, shall be borne by the Facility. There shall be no obligation on the Company to finance such interconnection.
- (d) The Facility shall install, operate, and maintain in good order such relays, locks and seals, breakers, automatic synchronizer, and other control and protective apparatus as shall be designated by the Company for operation parallel to its system. The Facility shall bear full responsibility for the installation and safe operation of this equipment.
- (e) Breakers capable of isolating the Facility from the Company shall at all times be immediately accessible to the Company. The Company may isolate the Facility at its own discretion if the Company believes continued parallel operation with the Facility creates or contributes to a System Emergency. System Emergencies causing discontinuance of parallel operation are subject to verification by the Commission.
- (f) To properly record numbers of kilowatthours for, respectively, purchase and sale, the following configurations shall be the basis for metering.
 - (1) Where such measurement is appropriate for measurement of energy, the circuit shall include at minimum one monodirectional meter between, at one side, the Company system and, on the other side, the load and a bidirectional meter between, at one side, the Company system and on the other side, the Facility and any load associated with it
 - (2) Where such measurement is appropriate for measurement of energy, the circuit shall include a monodirectional meter between the on-site load and the Company and, in a series arrangement, two monodirectional meters between the Facility and the Company system:



Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-17E-18

Original No. 124.2

RATE REP (Continued)

INTERCONNECTION CONDITIONS AND COSTS: (Continued)

- (3) The meter measuring purchases by the Company shall be of a design to record time periods, and shall be capable of electronically transmitting instantaneous readings.
- (4) Other metering arrangements shall be the subject of negotiations between the Company and the Customer.

RATE REP PURCHASE RATES:

The rate the Company will pay each Customer for energy and capacity purchased from their Facility will be established in advance by written contract with the Company as filed and approved by the Commission and will be based on the RATE REP PURCHASE RATES. the RATE REP PURCHASE RATES may be adjusted by the Company as circumstances warrant through the IURC's 30-day administrative filing process. Unless otherwise agreed, the RATE REP PURCHASE RATES shall be:

- (a) Solar
 - a. Capacity None
 - b. Energy
 - (a) For Facilities generating 20 kW to 100 kW: 24.0¢ per KWH
 - (b) For Facilities generating more than 100 kW: 20.0¢ per KWH
- (b) Wind
 - a. Capacity None
 - b. Energy
 - (a) For Facilities generating 50 kW to 100 kW: 14.0¢ per KWH
 - (b) For Facilities generating 100 kW to 1 MW: 10.5¢ per KWH
 - (c) For Facilities generating more than 1 MW: 7.5¢ per KWH
- (c) Biomass
 - a. Capacity \$6.18 per KW per month
 - b. Energy 8.5¢ per KWH

The Company and the Customer may negotiate terms and a rate for energy or capacity which differs from the filed rates by the Company. The length of any contract shall not exceed ten (10) years. The Company and the Customer may agree to increase or decrease the rate in recognition of the following factors:

- (1) The extent to which scheduled outages of the Facility can be usefully coordinated with scheduled outages of the Company's generation facilities;
- (2) The relationship of the availability of energy from the Facility to the ability of the Company to avoid costs, particularly as is evidenced by the Company's ability to dispatch the Facility;
- (3) The usefulness of the Facility during System Emergencies, including the ability of the Facility to separate its load from its generation;
- (4) The impact of tax credits, grants and other financial incentives that when combined with the rate would produce excessive profits for the Facility.
- (5) Rates and adjustments prescribed in the contract shall remain in effect notwithstanding changes made to the RATE REP PURCHASE RATES from time to time.

Effective ~~March 31, 2016~~

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Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. ~~E-17~~E-18

Original No. 124.3

RATE REP (Continued)

RATES FOR SALE BY COMPANY:

Back-up Power shall be provided under Standard Contract Rider No. 10. Maintenance Power shall be provided under Standard Contract Rider No. 11. Supplementary Power shall be provided under Standard Contract Rider No. 12. A Customer may not simultaneously qualify for Rate REP, Rate CGS Cogeneration and Small Power Production, Standard Contract Rider No. 9, Net Metering, and Standard Contract Rider No. 8 for off-peak service.

STANDARD CONTRACT RIDERS APPLICABLE:

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

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. ~~E-17E-18~~

Original No. 130

RATE EVX
TIME OF USE SERVICE
FOR ELECTRIC VEHICLE CHARGING ON CUSTOMER PREMISES

AVAILABILITY:

Available to Customers concurrently served under any of the following retail electric rates: Rate RS, Rate SS, Rate SH, or Rate SL, exclusively for charging of such Customers' licensed electric vehicles (EVs) using electricity provided by the Company at locations on such Customers' premises within the Company's assigned utility service area. Participation is voluntary. Energy consumption metered and billed under this tariff shall be used exclusively for charging electric vehicles.

The Company reserves the right to periodically interrupt service to test demand response strategies and system results. The Company does not anticipate receiving demand response revenues or providing monetary credits to Customers at this time.

EQUIPMENT-NEW CUSTOMERS:

Customers who receive service under this rate on or after January 1, 2013 are New Customers.

New Customers shall be responsible for procuring, paying for, installing, and owning the EV charging equipment, a meter base, a dedicated 40 amp circuit, and any additional necessary equipment. New Customer procured EV charging equipment must meet UL listing standards. Meter base must be installed outside of premise with 4 ft. of clearance and unrestricted access. Such installations must conform to current National Electric Code (NEC) specifications. Charging may only be accomplished using an SAE approved J1772 plug.

The Company will procure, pay for, install, own and maintain a meter.

EQUIPMENT-EXISTING CUSTOMERS:

Customers who received service under this rate prior to January 1, 2013 are Existing Customers.

The Company maintains ownership of EV charging equipment and separate metering equipment that the Company installed in Customer Premises for Existing Customers.

If, during the term of this rate, the Existing Customer requests removal and relocation of the charging equipment and meter within the Company's service territory, the Existing Customer shall pay all costs associated with removal and relocation of the charging equipment.

METERING AND BILLING:

EV charging service will be separately metered and identified on the bill in accordance with the Company's applicable rate schedule. Should interval gaps occur, consumption will be billed at the appropriate off-peak rate.

CHARACTER OF SERVICE:

Sixty cycle alternating current energy, ordinarily delivered and measured at 120/240 volts single phase three wire, 120/240 volts three phase four wire, or 120/208 volts three phase four wire, at the option of the Company.

RATE:

~~The Energy Charge shown hereafter plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section. The Energy Charge shown hereafter plus the Fuel Cost Adjustment, the Environment Compliance Cost Recovery Adjustment, and the Core and Core Plus Demand Side Management Adjustment calculated in accordance with Rider No. 6, Rider No. 20 and Rider No. 22, respectively.~~

Effective ~~March 31, 2016~~

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. ~~E-17E-18~~

Original No. 131

RATE EVX (Continued)

RATE: (Continued)

Energy Charge June through September (Summer Months)

For all Peak kWh	12.150¢ per kWh
For all Mid-Peak kWh	5.507¢ per kWh
For all Off-Peak kWh	2.331¢ per kWh

Summer Months

	Peak	Mid-Peak	Off-Peak
Non-Holiday Weekdays (Monday—Friday)	2 p.m. to 7 p.m.	10 a.m. to 2 p.m. 7 p.m. to 10 p.m.	Midnight to 10 a.m. 10 p.m. to Midnight
Weekends and Observed Holidays*	N/A	10 a.m. to 10 p.m.	Midnight to 10 a.m. 10 p.m. to Midnight

*Observed Holidays include: Independence Day and Labor Day

Energy Charge January through May & October through December (Non-Summer Months)

For all Peak kWh	6.910¢ per kWh
For all Off-Peak kWh	2.764¢ per kWh

Non-Summer Months

	Peak	Off-Peak
All Days	8 a.m. to 8 p.m.	Midnight to 8 a.m. 8 p.m. to Midnight

PARTICIPATING CUSTOMER OBLIGATIONS:

In addition to Customer obligations outlined in the Company's Rules and Regulations for Electric Service and in the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter, Customers taking service under this rate shall:

- (1) Supply the Company with suitable locations for installation of metering and other necessary equipment;
- (2) Provide sufficient access to their premises to install metering and other necessary equipment;
- (3) Be responsible for (and indemnify and hold the Company harmless with respect to) the adequacy, condition and operation of electrical wiring and electrical system on Customer premises, and ensure that such wiring and system meet, at a minimum, the provisions of the NEC, the governmental authorities having jurisdiction, and the reasonable requirements of the Company; and
- (4) Take responsibility for (and indemnify and hold the Company harmless with respect to) the adequacy, condition and operation of Customer-owned EV charging equipment.

Effective ~~March 31, 2016~~

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 7	Employee Billing	see Page 159
No. 9	Net Metering	see Page 161

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. ~~E-17E-18~~

Original No. 132

RATE EVX (Continued)

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 7	Employee Billing	see Page 159
No. 9	Net Metering	see Page 161
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Sharing Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess over Three Dollars (\$3.00).

TERM:

The anticipated term for this rate is two (2) years beginning with the date of approval by the Commission. Participating Customers shall be required to participate for a minimum term equal to the shorter of twelve (12) months, or through the end of the term.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Effective ~~March 31, 2016~~

Indianapolis Power & Light Company
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Indianapolis, Indiana

I.U.R.C. No. ~~E-17E-18~~

Original No. 140

RATE EVP
ELECTRIC VEHICLE CHARGING ON PUBLIC PREMISES

AVAILABILITY:

Available to Customers charging their electric vehicles (EVs) at certain public charging facilities located within the Company's assigned utility service area. Such public charging facilities may be located at hotels, museums, public parking facilities, etc. Participation is voluntary. Energy consumption billed under this rate shall be used exclusively for charging licensed electric vehicles.

EQUIPMENT:

The Company will own and operate the public charging equipment and will install, own and operate any necessary metering equipment subject to a lease agreement with the owners of the property on which public charging equipment is located. Customer's charging system in the electric vehicle must meet applicable standards. Further, Customers must take responsibility for (and indemnify and hold the Company harmless with respect to) the adequacy, condition and operation of the Customers' charging system in the electric vehicle.

METERING AND BILLING:

EV charging service will be billed and paid for at the point of service prior to charging by means of credit, debit, or pre-paid cards, as determined by the Company, at rates specified in this rate schedule. The charging service will be metered separately.

CHARACTER OF SERVICE:

Effective ~~March 31, 2016~~

Sixty cycle alternating current energy, ordinarily delivered and measured at 120/240 volts single phase three wire, 120/240 volts three phase four wire, or 120/208 volts three phase four wire, at the option of the Company. Service provided includes use of the charging equipment, electricity needed per session, and the convenience of charging in a public location.

RATE:

During the term of this rate, the initial service charge is a flat fee of \$2.50 per charging session. The Company may seek authority to change this rate, if approved by the Indiana Utility Regulatory Commission.

STANDARD CONTRACT RIDERS APPLICABLE:

NONE

PAYMENT:

This rate requires Customers to prepay for the voluntary service provided pursuant to this tariff by means of credit, debit, or pre-paid cards only, as determined by the Company. Payment must be made before charging service is rendered.

TERM:

The anticipated term for this rate is two (2) years beginning with the Commission approved effective date.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

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I.U.R.C. No. E-187

Original No. 150

STANDARD CONTRACT RIDER NO. 1
CUSTOMER LOAD CHARACTERISTICS
(Applicable to All Rates)

Where the Customer equipment installed may have intermittent, violently fluctuating or disruptive characteristics; for example, fire pumps, elevators, cranes, hoists, X-ray machines, welders, etc., the Customer shall, at his expense, install and operate such electrical and/or mechanical devices as are necessary to limit any and all fluctuation of voltage at the point of delivery not to exceed two percent (2%) above or below the impressed voltage at that point and/or to avoid damaging Company or other Customers facilities.

Where the Customer equipment installed may cause voltage or current wave distortion (harmonics); for example, rectifiers, inverters, adjustable speed drives, arc furnace facilities, etc; the Customer shall, at his expense, install and operate such electrical and/or mechanical devices as are necessary to limit total harmonic distortion of current on the Company's system to levels consistent with current industry standards, such as IEEE Std. 519-1992 and IEC 555-2 as they relate to Customer facilities.

If, because of the character of the Customer's load described above, the Company has to install additional capacity or facilities not deemed by the Company as necessary for normal service, the Company may install such facilities following notification to the Customer. The following Customer charges and conditions will prevail:

- A. There will be an additional monthly charge therefore of one and sixty-five hundredths percentum (1.65%) net of the cost, including installation cost, of the equipment used or ready to be used at the beginning of the monthly billing period, as shown on the inventory of the equipment attached hereto and revised when necessary to show additions to and removal of such equipment.
- B. Inventories of equipment will be revised whenever changes occur to reflect additions and removals and the current installed cost, as determined by the Company, at time of revision will be used to determine the monthly charge. All inventories will be reviewed whether or not additions or removals take place, at least every five (5) years, for the purpose of determining such current installed cost.
- C. The Company shall have the right to remove any such equipment when in its judgment it is no longer required by Customer's operation. The Customer shall pay the entire cost of removing the equipment to the Company's store room.
- D. The supply of said equipment shall be, in so far as possible, in complete units of lines and/or substations, to avoid the undesirable circumstances attendant with divided ownership and responsibility.
- E. Bills for the use of said transformers and/or supplementary equipment will be presented at the beginning of each month of such use and will be payable within fifteen days after presentation.

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I.U.R.C. No. E-187

Original No. 151

STANDARD CONTRACT RIDER NO. 1 (Continued)

- F. The Customer shall be responsible for the cost of replacing any of said facilities damaged or destroyed beyond repair; except, as the result of accidents beyond its control. The Customer shall also be responsible for the cost of all necessary repairs to said facilities other than usual replacements or repairs. The Customer hereby expressly covenants that it will save and hold harmless the Company, its successors or assigns, from all suits or claims for damage due to injury to persons or property which may be caused by or attributed in any way to the facilities covered by this agreement; except that the Company will be responsible for any injury to persons or property caused solely by its negligent or wrongful acts or omissions.

Where the Customer equipment installed may be sensitive to utility switching from reclosures, sectionalizers, disconnect switches, substation circuit breakers, etc. or natural phenomena; for example, faults, lightning, etc. that may result in a loss of service, transient, voltage sag, voltage swell, phase unbalance, etc. the Customer shall, at his expense, install and operate electrical and/or mechanical devices as are necessary to mitigate these effects.

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Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 152

STANDARD CONTRACT RIDER NO. 2
STAND-BY SERVICE
(Applicable to Rates PL & SL)

Stand-by service is service which is available for use in place of another source of power supply, but which is not actually used except in emergency. A contract for such service for a term not less than one (1) year will be made with any Customer desiring stand-by service provided the Company has sufficient capacity in all of its necessary facilities to supply such service at the location requested and under the following conditions:

- A. Company will maintain facilities in readiness at all times to serve Customer's contract requirements, except in circumstances beyond Company's control.
- B. Customer at his expense will install and maintain all necessary facilities including throw-over switching devices.
- C. Customer will contract for sufficient capacity to meet his minimum requirements in increments of 100 KW but in no case for less than 500 KW.
- D. The contract capacity will be billed monthly under the provisions of Rate PL if service is delivered at primary voltage and Rate SL if service is delivered at secondary voltage. Capacity and energy used will be determined by a suitable Company-owned and maintained metering installation.
- E. The Company shall not be required to supply power in excess of the contract demand. If, however, the contract demand is exceeded in any billing period such higher billing demand shall be used for all of the remaining billing periods for the current term of the contract unless superseded by a higher demand. The billing demand for any contract term may never be less than the greater of the highest actual demand or the contract demand. Demands will be determined in accordance with the provisions of the applicable rate schedule.
- F. Arrangement for reduction of the capacity being billed may be made at any time, at the Customer's request, provided the new capacity requested to be reserved for the Customer is not less than the average of the three greatest demands occurring in any one of the immediately preceding twelve months, nor less than the original quantity contracted for.

Indianapolis Power & Light Company
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Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 154

STANDARD CONTRACT RIDER NO. 4
ADDITIONAL CHARGE FOR TRANSFORMERS AND OTHER FACILITIES
FURNISHED BY COMPANY TO CUSTOMER
(Applicable to Rates SS, OES, SL, PL, CSC, and HL)

If, because of the character of the Customer's load, Customer's desire for duplicate service facilities, legal or engineering requirements or other good reason, the Customer requests the Company to install facilities not deemed by the Company as necessary for normal service, the Company will install such facilities providing the Company has no engineering, legal, or safety reason for not making such installation; or if the Customer desires the Company to own, operate and maintain equipment such as transformers, supplementary equipment, lines and other facilities on the Customer's side of the point of delivery of energy (i.e. Company's disconnect switches) Company, if it has such equipment, and if it is willing to do so, may furnish, operate and maintain said equipment for the Customer.

In either case the following conditions will prevail:

- A. There will be an additional monthly charge therefore of one and sixty-five hundredths percentum (1.65%) net of the cost, including installation cost, of the equipment used or ready to be used at the beginning of the monthly billing period, as shown on the inventory of the equipment attached hereto and revised when necessary to show additions to and removal of such equipment.
- B. Inventories of equipment will be revised whenever changes occur in the field to reflect installs and removals based on the current installed cost of all additions and original installed cost of the items being removed as determined by the Company. These changes will result in a revision to the monthly charge. All inventories will be reviewed for unbilled additions or removals at least every five (5) years, for the purpose of assuring the billing inventories are current.
- C. The term of this Contract shall begin at the time the service is installed and metered under the Customer's name and assigned rate classification and extend for a period of five (5) years. The Effective Date will appear on the estimated Billing Inventory. This agreement will be automatically renewed for successive like terms. This agreement may be cancelled by either party after fulfillment of the initial five-year term upon notice to that effect given to the other party at least sixty (60) days in advance.
- D. If, in the judgment of the Company, the Customer may not be expected at the time of installation to use such equipment for the term of this contract the Customer shall pay the entire cost of installation, removal, less the salvage value of the equipment in advance.
- E. The Company shall have the right to remove any such equipment when in its judgment it is no longer required by Customer's operation, or when in the Company's judgment the Customer's use of the equipment threatens to injure any of it.
- F. The supply of said equipment shall be, in so far as possible, in complete units of lines and/or substations, to avoid the undesirable circumstances attendant with divided ownership and responsibility.
- G. Bills for the use of said transformers and/or supplementary equipment will be presented at the beginning of each month of such use and will be payable within fifteen days after presentation.

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Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 155

STANDARD CONTRACT RIDER NO. 4 (Continued)

The Customer shall be responsible for the cost of replacing any of said facilities damaged or destroyed beyond repair; except, as the result of accidents beyond its control. The Customer shall also be responsible for the cost of all necessary repairs to said facilities other than usual replacements or repairs. The Customer hereby expressly covenants that it will save and hold harmless the Company, its successors or assigns, from all suits or claims for damage due to injury to persons or property which may be caused by or attributed in any way to the facilities covered by this agreement; except that the Company will be responsible for any injury to persons or property caused solely by its negligent or wrongful acts or omissions.

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I.U.R.C. No. E-1~~87~~

Original No. 156

STANDARD CONTRACT RIDER NO. 5
SHORT TERM SERVICE
(Applicable to Rates SS, SL, and PL)

In consideration of the term during which electrical energy is to be supplied hereunder being less than the standard three (3) year term, such electrical energy will be delivered and paid for under the following conditions:

- A. The Contract is for continuous service during a term less than the standard three year term. It is not for intermittent periods of use.
- B. The use of the service shall conform to the availability clause of Rates SS, SL or PL, whichever is selected by the Customer.
- C. Contracts shall be for a specified capacity, stated in equivalent kilowatts at eighty percent (80%) lagging power factor or better.
- D. The demand charge and the minimum bill in any month of the contract term shall be calculated from the average of the three highest fifteen minute interval demands which occurred in the billing month under consideration, but not less than the highest demand billed in any of the preceding eleven months, nor less than seventy-five percent (75%) of the kilowatts of capacity contracted for.
- E. All other rate provisions shall be as stated in the applicable rate selected by the Customer.
- F. If a line extension is necessary it will be provided under Rule 12.1 or 12.2 of the Company's Rules & Regulations.

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One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-~~1718~~

~~7th Revised Original~~ No. 157
~~Superseding~~
~~6th Revised No. 157~~

STANDARD CONTRACT RIDER NO. 6
FUEL COST ADJUSTMENT

(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, MU-1, APL, and EVX)

In addition to the rates and charges set forth in the above mentioned Rates, a fuel cost adjustment applicable for approximately three (3) months or until superseded by a subsequent factor shall be made in accordance with the following provisions:

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

$$\text{Adjustment Factor} = \frac{F}{S} - \underline{\$0.0315200.032938}$$

where:

1. "F" is the estimated expense of fuel based on a three-month average cost beginning with the month of December 2017 and consisting of the following costs:
 - (a) The average cost of fossil and nuclear fuel consumed in the Company's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants including, as to fossil fuel, only those items listed in Account 151 and as to nuclear fuel only those items listed in Account 518 (except any expense for fossil fuel included in Account 151) of the Federal Energy Regulatory Commission's Uniform System of Accounts for Public Utilities and Licensees;
 - (b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in (c) below;
 - (c) The net energy cost, exclusive of capacity or demand charges, of energy purchased on an economic dispatch basis, and energy purchased as a result of a scheduled outage, when the costs thereof are less than the Company's fuel cost of replacement net generation from its own system at that time; less
 - (d) The cost of fossil and nuclear fuel recovered through intersystem sales including fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.
2. "S" is the estimated kilowatt-hour sales for the same estimated period set forth in "F", consisting of the net sum in kilowatt-hours of:
 - (a) Net Generation,
 - (b) Purchases and
 - (c) Interchange-in, less
 - (d) Inter-system Sales,
 - (e) Energy Losses and Company Use.

Indianapolis Power & Light Company
~~157158~~
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-~~1718~~

~~7th Revised~~Original No.

Superseding
~~6th Revised No. 157~~

STANDARD CONTRACT RIDER NO. 6 (Continued)

- B. The Adjustment Factor as computed above shall be further modified to allow the recovery of Utility Receipts taxes and other similar revenue-based tax charges occasioned by the fuel adjustment revenues.
- C. The Adjustment Factor may be further modified to reflect the difference between incremental fuel cost billed and the incremental fuel cost actually experienced during the months of ~~May 2017 through July 2017~~.
- D. The Adjustment Factor to be effective for all bills for electric service beginning with the first billing cycles for ~~December 2017~~ (Regular Billing District 41 and Special Billing Route 01) will be \$~~0.001006~~ X.XXXXXX per KWH.

Indianapolis Power & Light Company
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Indianapolis, Indiana

I.U.R.C. No. E-1~~87~~

STANDARD CONTRACT RIDER NO. 7
EMPLOYEE BILLING
(Applicable to Rates RS and EVX)

AVAILABILITY:

Available, upon application, to employees of Indianapolis Power & Light Company, who have been employed continuously not less than twelve (12) consecutive months immediately prior to the date of application. An application must be made for each change of legal residence.

Electric water heating may be separately metered and separately billed in accordance with the Company's applicable rate schedule. When electric energy is used on the same premises for other than residential purposes, such energy shall be separately metered and billed in accordance with the Company's approved rate schedule applicable thereto, except as specifically allowed in Rule 29.3.

By acceptance of this rate the employee agrees that the Company may, at its option, deduct from the wages and salary of the employee charges for service which are due and payable under this rate.

The sum of the Customer and Energy Charges will be subject to a discount of ten percent (10%) or ~~sixteen~~~~eleven~~ dollars ~~and twenty five cents~~ (\$~~11.25~~~~16.00~~), whichever is greater. All employees qualifying for this provision will be billed on Rate RS and Rate EVX, if applicable, and all of their terms and conditions shall apply.

Indianapolis Power & Light Company
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Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 160

STANDARD CONTRACT RIDER NO. 8
OFF-PEAK SERVICE
(Applicable to Rates SL, PL, PH, CSC, and HL)

It is further understood and agreed, the Customer having applied specifically for this service, that if the Customer will restrict his demand upon the facilities of the Company during certain "On-Peak" hours (which are defined below), the demand charge for the monthly billing will be computed as follows:

- A. One hundred percent (100%) of the demand charge for the billing demand established during the restricted On-Peak hours, plus
- B. Fifty percent (50%) of the demand charge for the difference between (1) the billing demand established during the "Off-Peak" hours, and (2) the billing demand established during the restricted "On-Peak" hours.

Billing demands for both the "Off-Peak" and "On-Peak" time periods will be the average of the three highest fifteen minute integrated demands established during the billing period for each respective time period.

The restricted "On-Peak" hours are defined as the time between 6 a.m. and 10 p.m. on all days except Saturdays and Sundays, which daily time period will be subject to change from time to time, due to changes in the Company's operating conditions. This change would occur only after no less than ten (10) days' notice has been given to all Customers who would be affected, and to the Indiana Utility Regulatory Commission.

For purposes of determining energy charges and demand ratchets to be applied in future months, the Billing Demand will be the average of the three highest fifteen minute integrated peaks, irrespective of time of occurrence.

Suitable instruments must be installed so that a definite record can be had of the Customer's demand.

All other provisions of the appropriate rate apply and are unchanged by this rider.

Indianapolis Power & Light Company
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I.U.R.C. No. E-187

Original No. 161

STANDARD CONTRACT RIDER NO. 9
NET METERING FOR CUSTOMERS WITH RENEWABLE ENERGY RESOURCES
(RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, EVX, and CSC)

AVAILABILITY:

Available to all Customers in good standing who have installed eligible net metering energy resources or other emerging renewable energy technologies the commission determines appropriate with Approved Electrical Connection. Total capacity on this Rider will be limited to one percent of the company's most recent summer peak load with forty percent (40%) of the capacity reserved solely for the participation of residential customers. Customer installations applicable to this Rider are limited to 1 MW or less. Facility capacity will be defined as the full load continuous rating of the generator under specified conditions designated by the manufacturer. For an inverter based generator, facility capacity will be defined as the lower value of the inverter, or aggregate output of all inverters' nameplate capacity in the facility.

It is the Customer's responsibility to request and provide relevant information to the Company for application of this Rider.

APPROVED ELECTRICAL CONNECTION:

Installation of the system will conform to the most current Indiana Electrical Code, and IEEE Std 1547. The net metering facility shall comply with the applicable requirements of 170 IAC 4-4.3. Inverter based systems listed by Underwriters Laboratories (UL) to UL Standard 1741, published May 7, 1999, as most recently revised, are acceptable as the testing basis for certification to IEEE Std 1547 requirements.

Conformance with the codes and standards does not convey any liability to the Company for damages or injuries arising from the installation or operation of the system.

METERING:

For customers served at single phase:

The Company will install one of the metering options below:

- 1) One main watt-hour meter capable of measuring net KWH.
- 2) One main watt-hour meter measuring KWH to the Customer, and one watt-hour meter measuring KWH to the Company. The reading of the second meter will be subtracted from the reading of the main meter to obtain net KWH for billing.

For Customers served at multi-phase:

The Company will not initially install special metering. The Company will, however, install metering capable of net metering, at the Customer's request and expense. Installation and use of the system in accordance with this Rider does not violate the exclusion provision under the qualifications for Rate SH.

In addition to the metering for billing, described above, the Company reserves the right to install, at its expense, a meter to measure the output of the system. The customer's responsibility includes all other wiring, raceways and connections associated with the system.

BILLING:

The bill will be calculated in accordance with all provisions of the appropriate tariffs. For purposes of billing, negative net KWH will be considered to be zero KWH. Negative net KWH will be carried forward to the next billing month. The credited KWH shall be carried forward indefinitely except that when the net metering customer elects to no longer participate in this Rider, all unused credits shall revert to the Company. Negative net KWH is not transferable to another account or service.

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-1~~87~~

STANDARD CONTRACT RIDER NO. 9 (Continued)

LIABILITY INSURANCE AND INDEMNITY:

A net metering Customer operating a net metering facility shall maintain homeowners, commercial, or other insurance providing a minimum of one hundred thousand dollars (\$100,000) for the liability of the insured against loss arising out of the use of a net metering facility.

Indianapolis Power & Light Company
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I.U.R.C. No. E-187

STANDARD CONTRACT RIDER NO. 10
BACK-UP POWER
(Applicable to Rates CGS and REP)

Back-up power means electric energy or capacity furnished by the Company to a Customer served on Rate CGS or Rate REP to replace energy, ordinarily generated by the Customer's own generation equipment, during an unscheduled outage of the Customer's generation equipment.

Where the energy is used exclusively for residential purposes, billing will be calculated on the rate provisions of Rate RS provided the Customer meets the availability, character of service, and specifications of Rate RS.

Where the energy is not used exclusively for residential purposes, billing will be calculated on the rate provisions of Rate SL, Rate PL, or Rate HL. Where the Customer has existing service on Rate SL, Rate PL, or Rate HL at the point of delivery of back-up power, the back-up power rate will be calculated at the same rate as the existing service. Where the Customer has only back-up power or maintenance power from the Company, a Customer served at the secondary voltage level will be billed on the rate provisions of Rate SL and a Customer served at the primary voltage level or above will be billed on the rate provisions of Rate PL or Rate HL.

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STANDARD CONTRACT RIDER NO. 11
MAINTENANCE POWER
(Applicable to Rates CGS and REP)

Maintenance power means electric energy or capacity furnished by the Company to a Customer served on Rate CGS or Rate REP during scheduled outages of the qualifying facility.

Where the energy is used exclusively for residential purposes, billing will be calculated on the rate provisions of Rate RS provided the Customer meets the availability, character of service, and specifications of Rate RS.

Where the energy is not used exclusively for residential purposes, billing will be calculated on the rate provisions of Rate SL, Rate PL, or Rate HL. Where the Customer has existing service on Rate SL, Rate PL, or Rate HL at the point of delivery of maintenance power, the maintenance power rate will be calculated at the same rate as the existing service. Where the Customer has only maintenance power or back-up power from the Company, a Customer served at the secondary voltage level will be billed on the rate provisions of Rate SL and a Customer served at the primary voltage level or above will be billed on the rate provisions of Rate PL or Rate HL.

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STANDARD CONTRACT RIDER NO. 12
SUPPLEMENTARY POWER
(Applicable to Rates CGS and REP)

Supplementary power means electric energy or capacity furnished by the Company to a Customer served on Rate CGS or Rate REP used regularly by the qualifying facility in addition to that which the facility generates itself.

Where the energy is used exclusively for residential purposes, billing will be calculated on the rate provisions of Rate RS provided the Customer meets the availability, character of service, and specifications of Rate RS.

Where the energy is not used exclusively for residential purposes, billing will be calculated on the rate provisions of Rate SL if the Customer is served at the secondary voltage level and Rate PL or Rate HL if the Customer is served at the primary voltage level or higher.

Indianapolis Power & Light Company
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I.U.R.C. No. E-187

STANDARD CONTRACT RIDER NO. 13
AIR CONDITIONING LOAD MANAGEMENT ADJUSTMENT
(Applicable to Rates RS, CW (with associated Rate RS service),
SS, SH, UW, CW (with associated Rate SS service), SL, PL, PH and HL)

In addition to the rates and charges set forth in the above-mentioned Rates, an Air Conditioning Load Management Adjustment (ACLM Adjustment) applicable for the summer months of June through September shall be made in accordance with the following provisions:

- A. Eligible Customers, with central air conditioning having an electric motor driven compressor, who establish a new electric service, subsequent to approval of this rider, and subsequent to the initiation of a non-participant surcharge (see paragraph C), have the option to participate in the Air Conditioning Load Management program. At the time the service is established, the Customer must elect to become a participant or non-participant. At any time thereafter, but limited to one change per year, a Customer may elect to change his status from participant to non-participant, or from non-participant to participant. Eligible Customers, not establishing or changing service, may also volunteer to participate in the program and will at that time be considered a participant. Notification of the Customer's election will be made in accordance with the Company's procedures. The Company, at its sole discretion, will determine which Customers will be considered to be eligible Customers.
 1. If the Customer becomes a participant, the Company, or its contractors, will install an air conditioning load management device at a time that is consistent with the orderly and efficient deployment of this program. After the device is installed, the device will be activated at the next record date, and the customer will receive a credit on each bill issued in the summer months following the record date, as further described below.
 2. If the Customer becomes a non-participant, an additional charge may be added to each summer month bill, as further described below.
- B. Air conditioning cycling, using the air conditioning load management device, may occur between May 1 and September 30. Record dates to determine participant status will be May 15, June 15, July 15, and August 15. If no non-participant surcharges are to be collected (per paragraph C), then the record dates will be based on the date the customer signs up. In either case, credits or charges will be added to bills issued in June, July, August, and September.
- C. An ACLM Adjustment charge of \$5.00 may be added to each Rate RS and CW (with associated RS service) non-participant's bill for each summer month that the Customer is determined to be a non-participant at the record date in the preceding month. This determination will be made no more than once per year. Initially, there will be no surcharge.
- D. An ACLM Adjustment credit of \$5.00 will be deducted from each Rate RS and CW (with associated RS service) participant's bill for each summer month that the Customer is determined to be a participant at the record date in the preceding month. In addition, participants may choose the half-cycle service option. The air conditioners of the half cycle participants will be cycled at no more than half the prescribed cycling rate of the full participants, unless an emergency exists. An ACLM Adjustment credit of \$3.00 will be deducted from each Rate RS and CW (with associated RS service) half cycle participant's bill for each summer month that the Customer is determined to be a participant at the record date in the preceding month.
- E. An ACLM Adjustment credit of \$5.00 per ton of cooling capacity will be deducted from each Rate SS, SH, UW, CW (with associated Rate SS service), SL, PL, PH and HL participant's bill for each summer month that the Customer is determined to be a participant at the record date in the preceding month.

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Original No. 166

STANDARD CONTRACT RIDER NO. 14
INTERRUPTIBLE POWER
(Applicable to Rates CSC, HL and PL)

AVAILABILITY:

Available to Rate HL and PL Customers who enter into a written contract for interruptible power for a term of 5 years. Total interruptible capacity to be made available under this rider is limited to 100 megawatts. This rider will only be available to Customers with an interruptible demand of at least 1,500 KW.

DEFINITIONS:

Interruptible Credit (IC): The amount credited to a Customer's monthly bill for contracting for interruptible power.

Capacity Credit (CC): The capacity credit is the monthly credit, before adjustments, the Customer receives for each KW of Period Interruptible Demand.

Peak Period Hours (PPH): All hours between 11 a.m. and 10 p.m., May through October and between 8 a.m. and 10 p.m., November through April for all days except Saturday, Sunday and holidays.

Notification Adjustment (NA): This factor is dependent on the notification period the Customer agrees to as follows:
1.0 for ten (10) minute notification period.
0.9 for one (1) hour notification period.
0.8 for two (2) hour notification period.

Period Interruptible Demand (PID): The Billing Demand less the Firm Power Level.

Firm Power Level (FPL): The specified level of demand in KW that the Customer agrees not to exceed during each Interruption Period.

Interruption Period (IP): A particular period chosen by the Customer during which the Customer, after proper notification, is required to ensure that its metered KW load will not exceed its FPL. The Interruption Period does not include any period of interruption caused by Force Majeure as defined in the contract.

Billing Demand (BD): Customer's Billing Demand as determined under the Company's rate schedule covering its firm electric service to the customer.

Peak Period Load Factor Adjustment (PPLFA):

The decimal, calculated monthly, rounded up to four places, derived from the formula:

$$\frac{(\text{Customer KWH consumption during PPH} - (\text{FPL} \times \text{PPH}))}{((\text{BD} - \text{FPL}) \times \text{PPH})}$$

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Indianapolis, Indiana

I.U.R.C. No. E-187

STANDARD CONTRACT RIDER NO. 14 (Continued)

CAPACITY CREDIT SCHEDULE:

Capacity Credit: \$ 6.00 per KW

INTERRUPTIBLE CREDIT CALCULATION:

The Interruptible Credit (IC) for a particular monthly bill shall be the product of the Capacity Credit (CC), the Peak Period Load Factor Adjustment (PPLFA), the Notification Adjustment (NA), and the Period Interruptible Demand (PID).

$$IC = CC \times PPLFA \times NA \times PID$$

MAXIMUM HOURS OF INTERRUPTION:

The Customer shall not be required by the Company to reduce the load to the Firm Power Level more than a total of 200 hours during any calendar year. Each request for an interruption shall be counted as the greater of eight (8) hours or the number of hours that the Company's electric service to the Customer was actually interrupted during the Interruption Period.

CONTRACT RENEWAL:

If the Customer wishes to extend the contract for an additional 5 years at the end of a contract period, the Customer must provide the Company with a notification of that intent at least two (2) years prior to the end of the contract. This renewal option is contingent on the continued availability of this rider, or a successor interruptible rate tariff or rider.

FIRM POWER LEVEL MODIFICATION:

After completion of the Customer's first year under an interruptible contract, the Customer may elect to modify its FPL by written notification to the Company. Modifications will be allowed provided that the Company determines that the amount of interruptible demand shall not thereby be reduced.

METHOD OF INTERRUPTION:

Notification of an interruption will be provided by telephone to the Customer by the Company. The Customer shall designate in writing a number for a dedicated telephone where someone will be available during all hours the Customer operates above the Firm Power Level. The individual who answers the telephone must be authorized to respond to the request for interruption. This does not preclude the Company and the Customer from establishing a written, mutually agreed upon alternative form of notification.

NOTIFICATION OF INTERRUPTION:

The Customer shall select the notification option which shall be effective for the duration of the contract.

- Option 1: The Company shall provide ten (10) minutes of advance notice for the Customer to reach the Firm Power Level.
- Option 2: The Company shall provide one (1) hour of advance notice for the Customer to reach the Firm Power Level.
- Option 3: The Company shall provide two (2) hours of advance notice for the Customer to reach the Firm Power Level.

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I.U.R.C. No. E-187

Original No. 168

STANDARD CONTRACT RIDER NO. 14 (Continued)

REQUESTS TO INTERRUPT LOAD:

The Customer shall be interrupted when the Company finds it necessary to maintain system integrity, including instances when called by MISO in the event of a system emergency. The Company's determination that an interruption is necessary to maintain system integrity shall be final and binding on all parties to the contract. The Company maintains the right to discontinue the supply of electric energy to the Customer, if insufficient capacity resources are available to the Company, and if the Customer fails to reduce load to the Firm Power Level.

The Company maintains the right to call for an interruption to test and verify the Customer's ability to interrupt. Such test will be limited to one time per calendar year; provided, however, that each and every failure of the Customer to comply with a request to interrupt load will entitle the Company to call for one additional test. Further, the Company agrees to notify the Customer as to the month the test will take place, and will consider avoiding tests on days which may cause a unique hardship to the Customer's overall operation.

PENALTY FOR REFUSAL TO INTERRUPT LOAD:

If the Customer does not reduce the load to the Firm Power Level within the selected advance notice period, then the Customer will not receive an Interruptible Credit for that month. In addition, the Customer will pay a penalty for the demand for each KW above the Firm Power Level during the interruption period in the amount of two times the Capacity Credit per KW or MISO penalty, whichever is greater. This penalty is imposed each time the interruption is refused.

DISPATCHABLE CURTAILMENT:

In addition to interruptions for system integrity, the Company may call, at its discretion, for a limited number of curtailments when the market price of power is at or above \$100/MWh ("Dispatchable Curtailment"). Those requests will be at a minimum of sixty (60) minutes of notification, a maximum of two (2) calls per week, a maximum of five (5) calls per month, a maximum of eighty (80) hours per year, a minimum curtailment of four (4) hours per call, and a maximum curtailment of eight (8) hours per call. The Customer may select, if the Company approves, a different firm power level ("Dispatchable Firm Power Level") for purposes of Dispatchable Curtailment events. The Customer has the option during a call by the Company for a Dispatchable Curtailment to avoid such curtailment by agreeing to pay the product of the actual hourly market price of the energy and the actual energy used by the Customer above its Dispatchable Firm power Level. Any energy consumed above the Dispatchable Firm Power Level during a Dispatchable Curtailment event will be billed at the actual hourly market price of the energy. The Customer may audit the Company's representation of the hourly market price of energy.

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I.U.R.C. No. E-187

STANDARD CONTRACT RIDER NO. 15
LOAD DISPLACEMENT
(Applicable to Rates CSC, HL, PL, SH & SL)

AVAILABILITY:

Available to the Rate HL, PL, SH, and SL Customer who has at least 250 KW generating capability and who enters into a written contract to provide the generating capability upon request to displace a portion of the Customer's load. The Company will, from time to time, inform interested Customers of the terms for Load Displacement. This rider is not applicable to any Customer's service that is otherwise curtailable or interruptible. Total capacity to be made available under this rider will be limited to an amount to be determined by the Company each time an offer is made.

DEFINITIONS:

- Contract Term: Calendar months that the Company offers to purchase Load Displacement.
- Capacity Credit: The capacity credit the Customer receives for each KW of load displacement generation capacity that the Customer provides the Company.
- Energy Credit: The energy credit the Customer receives for each KWH of load displacement generation that the Customer provides the Company.
- Generator Output Factor: The average generator output calculated monthly and rounded to the nearest KW, derived from the following formula:
- $$\frac{\text{Sum of Generator Output (in KWH) during Requested Operation}}{\text{Hours of Requested Operation}}$$
- Prior to a Company request for a Customer to operate load displacement generation the Generator Output Factor will be established by test.
- Monthly Capacity Credit: An amount credited to a Customer's monthly bill for contracting to provide load displacement generation capacity.
- Monthly Energy Credit: An amount credited to a Customer's monthly bill for energy provided by the Customer during Load Displacement Periods.
- Load Displacement Period: The period the Company requests a Customer to operate load displacement generation. The Company will notify the Customer of the start-time and the conclusion of the Load Displacement Period.

ADJUSTMENTS TO MONTHLY BILLING DEMAND AND ENERGY:

Load displacement generation output will be added to the Customer's metered demand and energy during each load displacement period. The resulting fifteen minute interval demands will be considered in the determination of the Customer's monthly billing demand. Credits will be calculated for a calendar month and included in the next bill issued to the Customer.

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Indianapolis, Indiana

I.U.R.C. No. E-187

Original No. 171.1

STANDARD CONTRACT RIDER NO. 15 (Continued)

CALCULATION OF MONTHLY CAPACITY CREDIT:

The Monthly Capacity Credit for a particular bill shall be the product of the Capacity Credit, as specified on the offer sheet, and the Generator Output Factor as follows:

$$\text{Monthly Capacity Credit} = \text{Capacity Credit} \times \text{Generator Output Factor less administrative fee if applicable}$$

The Generator Output Factor to be used in the computation of the Monthly Capacity Credit will be based on all hours of requested load displacement operation during the calendar month. If there are no Load Displacement Periods during the month, the credit will be calculated using the previous month G.O.F.

CALCULATION OF MONTHLY ENERGY CREDIT:

The Monthly Energy Credit the Customer receives shall be the product of the Customer's metered output (in KWH) during the Load Displacement Periods that occur during the calendar month and the Energy Credit as specified on the offer sheet, as follows:

$$\text{Monthly Energy Credit} = \text{Energy Credit} \times \text{metered output during Load Displacement Period}$$

REQUEST FOR CUSTOMER TO OPERATE LOAD DISPLACEMENT GENERATION:

Requests for a Customer to operate the load displacement generation will be provided by the Company to the Customer by telephone. The Customer shall designate in writing a number for the Company to provide notification of load displacement periods. This does not preclude the Company and the Customer from agreeing to alternative means for the Company to request the Customer operate load displacement generation.

PENALTY FOR FAILURE TO DISPLACE:

If Customer fails to displace load in accordance with the agreement, Customer may be removed from the program at the Company's discretion.

OPERATION AND MAINTENANCE:

Customers will operate and maintain load displacement generation equipment in accordance with the recommendations of the equipment manufacturer as well as local, state, and federal governing agencies.

METERING:

The Company shall own, furnish and install the necessary electric meters, test-switches and recorders. The Customer will provide space and install the metering cabinets, conduit, wire, potential transformers, current transformers and mounting boards consistent with Company specifications. Each metered bus shall be connected to load displacement totaling at least 250 KW of generating capability. The Company shall, at all times have the right to obtain meter readings and inspect and test the meters. If, at the Customer's request, the Company removes a meter installed for this rider, and subsequently the Customer contracts under this rider, or any other rider requiring a meter, the Customer will pay the full installed cost of the meter. Meter base must be installed outside of premise with four (4) feet of clearance and unrestricted access (new construction and/or altered electrical service installations).

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STANDARD CONTRACT RIDER NO. 15 (Continued)

TESTING:

The Company reserves the right to test and verify the Customer's ability to displace. Such test will be limited to one time per calendar year; with the understanding that each and every failure of the Customer to comply with a request to displace load will entitle the Company to call for one additional test.

PARALLEL OPERATION:

Customers who desire to operate load displacement generating equipment in parallel with the Company's system shall provide to the Company a detailed electrical plan of the Customer's facilities and receive written approval to so operate. The equipment must be designed, installed, operated and maintained in a manner that is acceptable to the Company.

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I.U.R.C. No. E-187

Original No. 175

STANDARD CONTRACT RIDER NO. 17
CURTAILMENT ENERGY
(Applicable to Rates CSC, HL, PL, SL, & PH)

AVAILABILITY:

Available to the Rate HL, PL, SL, and PH Customer who enters into a written contract to curtail a portion of Customer's electric load upon request. The Company will, from time to time, inform interested Customers of the terms for Curtailment Energy. This rider is not available to any Customer who is otherwise interruptible or curtailable. Company does not warrant uninterrupted delivery of energy and a Customer choosing this Rider remains subject to periods of reduced energy supply due to disruptions of transmission or distribution facilities or any failure of supply regardless of cause.

DEFINITIONS:

- Contract Term: Calendar months that the Company offers to purchase Curtailment Energy (generally, but not exclusively, quarterly).
- Firm Power Level (FPL): The demand in KW that Customer agrees not to exceed during each Curtailment Period.
- Curtailment Period: A period of time chosen by the Company in its sole discretion during which the Customer, after proper notification, should reduce its metered KW load to the FPL. The Curtailment Period does not include any period of reduced electric supply applicable due to disruption to transmission or distribution facilities, failure of supply or caused by Force Majeure as defined in the contract.
- Energy Credit Rate: The energy credit the Customer receives for each KWH of Curtailment Energy Customer provides the Company. The energy credit will be specified by the Company at the time a Contract Term is defined.
- Capacity Credit Rate: The capacity credit the Customer receives for each KW of Curtailment capacity the Customer provides the Company.
- Noncompliance Energy Rate: The charge for each KWH of Noncompliance Energy that the Customer consumes during a Curtailment Period. The charge will be equal to twice the Energy Credit.
- Proforma Load: The Company's estimate of the Customer's load during a Curtailment Period that would have occurred but for the Company's request to curtail.
- Available Curtailment Energy: The KWH energy obtained by subtracting the FPL from the Proforma Load for each hour of the Curtailment Period.

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I.U.R.C. No. E-187

Original No. 176

STANDARD CONTRACT RIDER NO. 17 (Continued)

DEFINITIONS: (Continued)

Curtailment Energy: The KWH energy obtained by subtracting the Customer's actual metered consumption from the Proforma Load for each hour of the Curtailment Period.

Noncompliance Energy: The result of subtracting Curtailment Energy from Available Curtailment Energy. Negative values will not be used in billing.

Curtailment Capacity: The difference between the Customer's billing demand and the FPL.

ADJUSTMENTS TO MONTHLY BILLING:

Curtailment Energy will be added to the Customer's metered energy during each Curtailment Period. The Company can specify a recovery period following a Curtailment Period. During the recovery period, the Customer's demand will not be used in determining the billing demand; however, the Customer must still limit his consumption to the capacity of the existing service. The availability and timing of a recovery period will be set for each Contract Term. All credits and charges will be calculated for a calendar month and reflected on a subsequent bill issued to the Customer.

NOTIFICATION OF CURTAILMENTS:

The Company will provide at least 10 hours' notice prior to the beginning of a Curtailment Period. Notification procedures will be specified in the contract.

MAXIMUM HOURS CUSTOMER REQUESTED TO CURTAIL LOAD:

The Company in its sole discretion will set the maximum hours for curtailment at the time a contract offer is made. The hours will be limited for the Contract Term and for each month of the Contract Term. The Curtailment Period will not be more than 8 hours in any one day, and does not include any period of reduced electric supply applicable due to disruption to transmission or distribution facilities, failure of supply or caused by Force Majeure as defined in the contract.

MINIMUM CURTAILMENT CAPACITY:

Customer will provide at least 500 kW Curtailment Capacity. School systems with multiple services can have services with less than 500 kW of Curtailment Capacity, but the total Curtailment Capacity of all services must be greater than 2000 kW and there will be one notification per school system.

CALCULATION OF MONTHLY ENERGY CREDIT:

Customers will receive a credit that is the product of the Energy Credit Rate and the Curtailment Energy.

CALCULATION OF MONTHLY CAPACITY CREDITS:

Customers will receive a credit that is the product of the Curtailment Capacity and the Capacity Credit Rate. The credit will be reduced by an administrative fee, which will be set for each Contract Term.

CALCULATION OF MONTHLY NONCOMPLIANCE ENERGY CHARGE:

Customers will receive an additional charge that is the product of the Noncompliance Energy Rate and Noncompliance Energy or applicable MISO penalty, whichever is greater.

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STANDARD CONTRACT RIDER NO. 17 (Continued)

NONCOMPLIANCE:

If in any month the Curtailment Energy as a percent of the available Curtailment Energy is less than 95%, the Customer may, at the Company's discretion, lose the Capacity Credit for that month. If in any month the Curtailment Energy as a percent of the available Curtailment Energy is less than 90%, the Customer may, at the Company's discretion, lose the Capacity Credit for that month and pay the Company an amount equal to the lost Capacity Credit. Continued non-compliance may also result in the Customer's removal from the program at the Company's discretion.

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STANDARD CONTRACT RIDER NO. 18
CURTAILMENT ENERGY II
(Applicable to Rates CSC, HL, PL, SL, & PH)

AVAILABILITY:

Available to the Rate HL, PL, SL, and PH Customer who enters into a written contract to curtail a portion of Customer's electric load upon request at a specified service. Customers desiring this rider for multiple services will be required to have a contract for each service desired. The Company will, from time to time, inform interested customers of the terms for curtailment energy. It is the Company's sole discretion as to the amount and timing of curtailment energy. This rider is not available to any Customer who is otherwise interruptible or curtailable.

DEFINITIONS:

Contract Term:	Calendar months that the Company offers to purchase curtailment energy (generally, but not exclusively, quarterly).
Firm Power Level(FPL):	The demand in KW that Customer agrees not to exceed during each Curtailment Period.
Curtailment Period:	A period of time chosen by the Company in its sole discretion during which the Customer, after proper notification, should reduce its metered KW load to the FPL. The Curtailment Period does not include any period of reduced electric supply applicable due to disruption to transmission or distribution facilities, failure of supply or caused by Force Majeure as defined in the contract.
Curtailment Energy Rate:	The energy credit the Customer receives for each KWH of Curtailment Energy Customer provides the Company. The energy rate will be specified by the Customer in response to a Company offer to purchase Curtailment Energy.
Excess Energy Rate:	The energy credit the customer receives for each KWH of Excess Energy Customer provides the Company.
Noncompliance Energy Rate:	The energy charge for each KWH of Noncompliance Energy that the Customer consumes during a Curtailment Period. This rate will be equal to twice the Curtailment Energy Rate, as specified on the offer sheet or the applicable MISO penalty, whichever is greater.
Proforma Load:	The Company's estimate of the Customer's load during a Curtailment Period that would have occurred but for the Company's request to curtail.
Curtailment Energy:	The KWH energy obtained by subtracting the greater of the FPL or the actual metered consumption from the Proforma Load for each hour of the Curtailment Period that the Proforma load exceeds the FPL.
Excess Energy:	The KWH energy obtained by subtracting the Customer's actual metered consumption from the FPL for each hour of the Curtailment Period that the Proforma load exceeds the FPL.

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STANDARD CONTRACT RIDER NO. 18 (Continued)

DEFINITIONS: (Continued)

Noncompliance Energy: The KWH energy obtained by subtracting the FPL from the Customer's actual metered consumption for each hour of the Curtailment Period.

Curtailment Capacity: The difference between the Customer's billing demand and the FPL.

ADJUSTMENTS TO MONTHLY BILLING:

Curtailment Energy will be added to the Customer's metered energy during each Curtailment Period. The Company can specify a recovery period following a Curtailment Period. During the recovery period, the Customer's demand will not be used in determining the billing demand; however, the Customer must still limit his consumption to the capacity of the existing service. The availability and timing of a recovery period will be set for each Contract Term. All credits and charges will be calculated for the Curtailment Periods that have occurred up to the end of the billing period. If a calculation for Curtailment Energy, Excess Energy, or Noncompliance Energy results in a negative hourly value, the value will be zero.

NOTIFICATION OF CURTAILMENTS:

The Company will provide at least one hour notice prior to the beginning of a Curtailment Period and the length of the Curtailment Period. The Company and Customer may mutually agree to extend the Curtailment Period. Notification procedures will be specified in the contract.

MAXIMUM HOURS CUSTOMER REQUESTED TO CURTAIL LOAD:

The allowable hours of curtailment will be set for each contract term.

MINIMUM CURTAILMENT CAPACITY:

Customer will provide at least 1,000 KW Curtailment Capacity.

CALCULATION OF MONTHLY ENERGY CREDIT:

Customers will receive a credit that is the product of the Curtailment Energy Rate and the Curtailment Energy plus the product of the Excess Energy Rate and the Excess Energy.

CALCULATION OF MONTHLY NONCOMPLIANCE ENERGY CHARGE:

Customers will receive an additional charge that is the product of the Noncompliance Energy Rate and Noncompliance Energy.

MINIMUM ENERGY CREDIT:

The Company will calculate a minimum energy credit equal to the total curtailment capacity provided during the contract term and a minimum energy credit factor, which will be specified at the time of an offer. If, at the end of the contract term, the total curtailment and excess energy credits paid during the contract term are not equal to or greater than the minimum energy credit calculation, the Company will provide an additional credit.

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STANDARD CONTRACT RIDER NO. 20
ENVIRONMENTAL COMPLIANCE COST RECOVERY ADJUSTMENT
(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, CSC, MU-1, APL, and EVX)

In addition to the rates and charges set forth in the above mentioned Rates, an Environmental Compliance Cost Recovery Adjustment (ECCRA), applicable until superseded by a subsequent factor, shall be made in accordance with the following provisions:

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

$$\text{ECCRA} = \frac{\text{EC}}{\text{S}} \quad (\text{For each rate class})$$

where:

1. "EC" is the calculated revenue requirement calculated for the six month period beginning September 2017 as follows:
 - (a) The revenue requirement for environmental compliance investment; plus
 - (b) Operation and Maintenance Expenses on in-service environmental compliance property; plus
 - (c) Depreciation Expense on in-service environmental compliance property; plus
 - (d) Costs for NOx Emission Allowances
 2. "S" is the estimated kilowatt-hour sales for the same estimated period set forth in "EC," consisting of the net sum in kilowatt-hours of:
 - (a) Net generation,
 - (b) Purchases and
 - (c) Interchange-in, less
 - (d) Inter-system Sales,
 - (e) Energy Losses and Company Use
- B. The ECCRA as computed above for each rate class shall be further modified to allow the recovery of gross receipts taxes and other similar revenue-based tax charges occasioned by the ECCRA revenues.
- C. The Adjustment Factor to be effective for all bills beginning with the first billing cycle of ~~September 2017~~ for electric services in Regular Billing District 41 and Special Billing District 01 will be:
- ~~_____~~ ~~\$0.007778X.XXXXXX~~ per KWH for Rates RS, CW, and EVX (with associated Rate RS service)
- ~~_____~~ ~~\$0.007152X.XXXXXX~~ per KWH for Rates SS, SH, OES, UW, CW, and EVX (with associated Rate SS service)

Effective ~~August 30, 2017~~

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~~————— \$0.007394 per KWH for Rate PL~~

~~————— \$0.006195X.XXXXXX per KWH for Rate HL, PL~~

~~————— \$0.006567X.XXXXXX per KWH for Rates SL, PH, and EVX (with associated Rate SL service)~~

~~————— \$0.001869X.XXXXXX per KWH for Rates MU-1, APL~~

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~~2nd Revised Original~~ No.

Superseding
~~1st Revised No. 179.3~~

STANDARD CONTRACT RIDER NO. 21
GREEN POWER INITIATIVE

(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, CSC, and EVX)

AVAILABILITY:

Available to eligible customers who wish to purchase “Green Power” from the Company-sponsored “Green Power Initiative” 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 Wood 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:

Customers may voluntarily purchase a fixed percentage (25%, 50% or 100%) of their electricity from a renewable energy source. Commercial and Industrial Customers may also choose to purchase 10% of their electricity from a renewable energy source. For all Green Power kWh purchased per month, a rate of ~~\$0.0019000~~X.XXXXXX per kWh will be assessed.

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 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 fixed percentage of Green Power kWh billed at the applicable Green Power Rate.

TERMS AND CONDITIONS

1. The customer may enroll as a Green Power participant by written agreement, by telephone or through the internet and shall specify the fixed percentage of Green Power kWh. In the event no percentage is specified by the customer, 100% of the monthly kWh usage will be enrolled. If the

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STANDARD CONTRACT RIDER NO. 21 (continued)

TERMS AND CONDITIONS SECTION 1 (continued)

Customer requests to terminate participation, after Notice to the Company, the Customer's participation will terminate at the end of the current billing cycle.

2. 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 marketing and administrative costs of the Green Power Program.
3. 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.
4. Company may transfer RECs at the prevailing market price to any third party.
5. Company reserves the right to terminate the Rider after giving thirty (30) days notice to participating customers.
6. Company reserves the right to periodically revise the rate of the Rider, subject to approval of the Indiana Utility Regulatory Commission, based upon the price and availability of RECs and administrative and marketing costs.

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

In addition to the rates and charges set forth in the above mentioned Rates, a Demand-Side Management (DSM) Adjustment applicable for approximately six (6) months or until superseded by a subsequent factor shall be made in accordance with the following provisions:

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

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

where:

1. "P" is the estimate of DSM program operating costs and any financial incentives and other DSM costs approved for recovery by the Commission for the period from ~~July 2017 through December 2017~~ for the DSM programs described and approved in ~~the orders in Cause Nos. 44328, 44497 and 44792 and proposed in Cause No. 44945.~~
 2. "LR" is the estimate of lost revenues for the same estimated period set forth in "P", calculated as follows:
 - (a) The participants for each program eligible for lost revenues recovery estimated for each of the six months; times
 - (b) The reduction in energy and demand for each program to obtain the total reduction in energy and demand for all DSM programs summed by rate. This total times
 - (c) The lost contribution to fixed costs for each rate, that is, the average marginal price by rate less the base cost of fuel and variable Operation & Maintenance expenses and/or the demand rate, to obtain the lost revenues by rate summed by rate class.
 3. "S" is the estimated kilowatt-hour sales, for the same estimated period set forth in "P", consisting of the net sum in kilowatt-hours of:
 - (a) Net generation,
 - (b) Purchases and
 - (c) Interchange-in, less
 - (d) Inter-system Sales,
 - (e) Energy Losses and Company Use
- B. The DSM Adjustment Factor as computed above for each rate class shall be further modified to allow the recovery of utility receipts taxes and other similar revenue-based tax charges occasioned by the DSM adjustment revenues.
- C. The DSM Adjustment Factor may be further modified to reflect the difference between the actual and estimated ~~program costs~~ DSM Adjustment amounts and Customer participation levels.

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STANDARD CONTRACT RIDER NO. 22 (Continued)

D. The DSM Adjustment Factor to be effective for all bills rendered for electric service beginning with the first billing cycles for ~~July 2017~~ after approval will be:

Tariff Class	Non-Opt Out Customers \$/kWh	<u>Opt-Out 2018 Customers</u> \$/kWh	Opt-Out 2017 Customers \$/kWh	Opt-Out 2016 Customers \$/kWh
Rates RS, CW, <u>and EVX</u> (with associated Rate RS service)	0.003862 <u>X.XXXXXX</u>	=	--	--
Rates SS, SH, OES, UW, CW, <u>and EVX</u> (with associated Rate SS service)	0.005164 <u>X.XXXXXX</u>	<u>X.XXXXXX</u>	0.003017 <u>X.XXXXXX</u>	0.001237 <u>X.XXXXXX</u>
Rates PL, PH, HL, SL, <u>and EVX</u> (with associated SL service) customers	0.004932 <u>X.XXXXXX</u>	<u>X.XXXXXX</u>	0.002870 <u>X.XXXXXX</u>	0.000843 <u>X.XXXXXX</u>
Rates MU-1 and APL	0.001326 <u>X.XXXXXX</u>	<u>X.XXXXXX</u>	0.001015 <u>X.XXXXXX</u>	0.000193 <u>X.XXXXXX</u>

Note that customers who have elected to opt out effective January 1, 2015 or earlier (Opt-Out 2015 and Opt-Out 2014 Customers) will have a factor of zero under Standard Contract Rider No. 22.

E. Opt Out Procedures

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

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

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STANDARD CONTRACT RIDER NO. 22 (Continued)

2. The opt out will only apply to a single site, and all (non-residential) services at such site will be subject to the opt out (with the Customer having the obligation to identify all such accounts and services to the Company). If a Customer has a Single Site with Qualifying Load, it shall opt out all non-residential accounts (services) receiving service at that Single Site. Such accounts will be opted out provided the Customer identifies the accounts in the Customer's notice to the Company of its election to opt out.
3. The customer must notify the Company of its decision to opt out prior to June 1, 2014 (for 2014 opt out), or prior to November 15 for opt out effective the following January.
4. 2014 opt outs shall be effective as of the first billing cycle following the customer's notice to the Company. 2015 and subsequent year opt outs shall be effective as of the January billing cycle following the customer's notice to the Company.
5. New customers of greater than one (1) megawatt via at least one (1) meter on a single (contiguous property) site may complete the form to opt out of the program immediately. New customers will need to have and demonstrate at least one (1) megawatt of demand as measured by a single demand meter, at a single (contiguous property) site before opt out will be approved and implemented.
6. The customer must provide written notice to the Company of its decision to opt out. Such notice must utilize a form provided by the Company. To the extent a Qualifying Customer notified Indianapolis Power & Light Company of its desire to opt out of EE Programs prior to June 1, 2014, Indianapolis Power & Light Company will still require the Qualifying Customer to complete the Opt Out form, with the date of initial notification preserved. All customer opt out notices are subject to Company verification of customer's eligibility to opt out.
7. The written notice must be received by Indianapolis Power & Light Company on or before the following dates for the opt out to take effect on the following effective dates:

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

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STANDARD CONTRACT RIDER NO. 22 (Continued)

8. Customers that opt out will remain liable for energy efficiency program costs that accrued or were incurred, or relate to energy efficiency investments made, before the date on which the opt out is effective, regardless of the date on which rates reflecting such costs are actually charged. Such costs may include costs related to evaluation, measurement and verification (“EM&V”) required to be conducted after a customer opts out on projects completed under an energy efficiency program while the customer was a participant. In addition, such costs may include costs required by contracts executed prior to April 1, 2014 but incurred after the date of the Qualifying Customer’s opt out. However, these costs shall be limited to fixed, administrative costs, including costs related to EM&V. A Qualifying Customer shall not be responsible for any program operating costs such as the payment of energy efficiency rebates or incentives, incurred following the effective date of its opt out, with exception of incentives or rebates that are paid on applications that have not closed out at the effective date of its opt out. If the Company makes subsequent changes to the allocation of ~~Energy energy Efficiency efficiency Program program Costs costs~~, Qualifying Customers that opted out of participation will continue to pay those costs based on the allocation in effect at the time of the notice of opt out. Any reconciliation of ~~Energy energy Efficiency efficiency Program program Costs costs~~ will likewise be allocated in the same manner in effect at the time of the Qualifying Customer’s notice of opt out.
9. A Qualifying Customer may opt back in effective January 1 of any year by providing notice by November 15 of the previous year. In order to opt back in, the Qualifying Customer must complete a form provided by the Company, or provide written notice to the Company in substantially the same format as the form provided by the Company that: (1) unequivocally indicates its desire to opt back in to the Company’s energy efficiency program, (2) lists all sites (and all services at such sites) which the customer intends to opt in, (3) contains a statement that the customer understands that by opting in, it is required to participate in the program for at least three (3) years and pay related costs including lost revenues and incentives, and (4) confirms that the signatory has authority to make that decision for the customer. Only the qualifying accounts/sites identified in the letter will be opted back into the energy efficiency program, and a customer opting back in must opt back in for all accounts at a single site.
10. Once a customer opts back in, that customer must participate for at least three (3) years, and may only opt out effective January 1 of the year following the third year of participation. If the customer elects to opt out again before the end of the three (3) year period, it may do so, but remains liable for and must continue to pay rates that include energy efficiency program costs for the remainder of the three (3) year period. If a customer elects to opt back out after the three (3) year period, that customer shall be responsible for energy efficiency program costs as outlined for other customers who have opted out of the energy efficiency program.

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STANDARD CONTRACT RIDER NO. 22 (Continued)

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

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Original No. 179.6

STANDARD CONTRACT RIDER NO. 23
MARKET BASED DEMAND RESPONSE RIDER
(Applicable to Rates HL, PL, PH, and SL)

AVAILABILITY:

Available to the Rate HL, PL, PH, and SL Customers who enter into a written contract, fulfill the load requirement and can demonstrate the ability to reduce energy in accordance with the MISO requirements. ARCs may also aggregate Customers in accordance with a Standard Agreement and participate under this Rider. Customers and ARCs are hereafter referred to as "Participants." The term of such Standard Agreement shall have an initial period of one (1) year. The Company reserves the right to deny any application on a non-discriminatory basis based on the criteria identified in this Rider and the Standard Agreement with Participants. This Rider is not available to any Customer's service (either directly or through an ARC) that is otherwise participating in the Company's other interruptible or curtailment riders, including Riders 15, -17 or 18. Customers participating in Rider 14 may not make EDR offers. The Company reserves the right to limit megawatt ("MW") participation in this Rider as set forth in the applicable MISO BPM.

DEFINITIONS:

MISO: Midcontinentwest Independent Transmission System Operator, Inc.

EDR: Emergency Demand Response, a type of demand response resource as defined by MISO.

BPM: MISO Business Practices Manual

DRR: Demand Response Resource as defined in the BPM

ARC: Aggregator of Retail Customers

Curtailment Energy: The amount of load the Participant is capable of reducing from its Consumption Baseline.

Curtailment Period: A period of time chosen by the Participant and included in its offer parameters during which the Participant makes available its load for curtailment under this Rider.

Consumption Baseline: The Participant's actual usage as defined or accepted by MISO from time-to-time.

Firm Power Level: The demand in kilowatt ("KW") that Participant agrees not to exceed during each Curtailment Period.

Retail Rate: The Energy Charge set forth in the rate the Customer is served under plus any applicable Contract Rider assessed on an energy basis multiplied by the Curtailment Energy. In the event the rate a Customer is served under includes multiple blocks of Energy Charges, the Retail Rate shall be based on the Energy Charge for the last block of energy set forth in the tariff.

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STANDARD CONTRACT RIDER NO. 23 (Continued)

PROGRAM DESCRIPTION:

Participation in this Rider is voluntary and offers Participant the opportunity to authorize the Company to market their Curtailment Energy in the MISO market and to share in any MISO revenues generated. The Participant's Curtailment Energy is not eligible for enrollment in any other demand response program either directly or through a curtailment service provider. Company will enter into a Standard Agreement under this Rider which will specify the terms and conditions under which Participant agrees to reduce usage.

Programs to be offered upon commencement of this Rider include:

1. EDR Program which offers Customers the opportunity to reduce their electric costs and to help preserve reliable electric service by managing their electric usage during MISO declared emergency events.
2. DRR Type 1 Program which offers Customers the opportunity to be compensated for energy use reductions by authorizing the Company to offer such reductions into the MISO market on an economic basis.

Participation will be permitted on any particular day. Participants will be included in the daily offers to MISO unless they specify a desire not to participate on a particular day by the deadline established in the Standard Agreement. Company must be notified pursuant to the Standard Agreement on any day Participant desires to suspend participation.

Company may agree to provide additional programs beyond EDR and DRR Type 1 permitted in the MISO market through a Standard Agreement under this Rider. The availability of any Standard Agreement for a type of demand response program not specifically described in this Rider shall be subject to receipt of approval from the Indiana Utility Regulatory Commission ("Commission"). Program participation requirements will be detailed in the Standard Agreement including the ability to specify certain offer parameters.

CURTAILMENT ENERGY:

Participant must offer at least the minimum MW participation in this Rider as set forth in the applicable BPM for the type of resource offered. Participant will provide at least 100 KW Curtailment Energy for each participating location for the EDR Program and at least 1 MW Curtailment Energy for the DRR Type 1 Program. Each Participant electing service under this Rider shall contract for a definite amount of DRR, not to exceed the Customer's or aggregated Customers' normal demand capable of being curtailed.

Participant shall elect to participate in this Rider by choosing to:

1. Curtail to the Firm Power Level; or
2. Provide a specific level of demand reduction not to exceed the Participant's normal demand capable of being curtailed.

METERING REQUIREMENTS:

The Company will specify a communication plan in the Standard Agreement, which may include software, to be used to provide the Company with specified offer parameters and participation elections.

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STANDARD CONTRACT RIDER NO. 23 (Continued)

METERING REQUIREMENTS: (Continued)

Participant will be responsible for providing its own internet access if needed. Participant may purchase from either Company or other third-party suppliers any other necessary software, metering or other equipment to facilitate participation in this Rider. It is Participant's responsibility to ensure the compatibility of third-party supplier equipment or software packages with any Company-owned equipment or software packages. It is the Participant's responsibility to provide a telephone line dedicated for the meter or for the meter to be remotely accessed outside the enclosed area.

DRR TYPE 1 OFFERS:

When first registered, a default DRR Type 1 offer for economic energy will be established which will remain valid until updated or declared unavailable. All offers are applicable to every day noted in the DRR Type 1 offer. Default offers can only be made after the resource has been certified in compliance with MISO requirements. The initial registration fee shown below must be paid to the Company with submittal of the registration information.

EDR OFFERS:

When first registered, a default EDR offer will be established which will remain valid until updated or declared unavailable. All offers are applicable to every day noted in the EDR offer. Default offers can only be made after the resource has been certified in compliance with MISO requirements. The initial registration fee shown below must be paid to the Company with submittal of the registration information. If the resource is a Behind the Meter Generator ("BTMG"), the Customer must affirm in writing that: (1) it holds all necessary permits; (2) it possesses the necessary rights to operate the unit; (3) the BTMG is not a Network Resource (pursuant to MISO's FERC-approved tariff); and (4) if the resource is historically operated during non-emergency conditions, that the energy available for participation under this Rider is the increase in output that produces the demand reduction.

DAY AHEAD BID PROCESS:

The Participant shall submit the required information in the prescribed electronic format to the Company designee no later than the time stated in the Standard Agreement. The Participant's bid may be aggregated with other Participants' bids for submission to MISO.

MISO PERFORMANCE REQUIREMENTS:

Performance requirements are stated in the current BPM and Schedule 30 for EDR of the MISO Open Access Transmission Tariff which may be amended from time to time. It is the Participant's responsibility to comply with all of the minimum performance criteria specified by MISO. Participants must be able to accept dispatch instructions via an electronic interface.

PROCEDURES:

Registration requirements, notifications, performance, metering requirements and other operating procedures are contained in the Standard Agreement.

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STANDARD CONTRACT RIDER NO. 23 (Continued)

PENALTY FOR FAILURE TO PERFORM:

If the Participant does not reduce load by the bid amount within the prescribed notice time for the prescribed duration and other MISO parameters, the Company will incur penalties and other charges. Such penalties and other charges will be imposed on the Participant plus a \$500 fee for the Company's administrative costs incurred to determine and pay the penalty to MISO. If the Participant fails to comply with the provisions of curtailment under this Rider, the Company and the Participant will discuss methods to comply during future events. The Company may suspend Participant from participation in this Rider if any penalty remains unpaid after becoming due. The Company may terminate the Participant's participation in this Rider if MISO precludes the Participant's load from being offered into the MISO market, Participant refuses to cooperate in registering the Participant's Load with MISO, or if Participant's failure to reduce load adversely impacts reliability.

SETTLEMENTS:

The Company will remit to Participant the net proceeds (the "MISO Proceeds") from participating in this Rider as a credit on the Participant's monthly bill within thirty (30) days after the initial settlement and payment by MISO to the Company for Participant's participation in the MISO market unless specifically provided otherwise in the Standard Agreement. The initial bill credit will reflect settlements between the Company and MISO through the most recent weekly net settlement invoice prior to the regular monthly bill. A true-up shall take place on the bill following any additional settlement from MISO. The Company will deduct the Retail Rate for the energy not consumed by the Customer pursuant to this Rider and any applicable administrative fees set forth below from the MISO Proceeds which shall be applied as a billing credit.

AGGREGATORS OF RETAIL CUSTOMERS:

A third-party may aggregate Customers to facilitate participation by Customers in this Rider subject to (a) measurement and verification of customer response in a manner satisfactory to the Company sufficient to allow the Company to comply with any and all MISO requirements and (b) satisfaction of reasonable and appropriate qualifications for any participating ARC. Each individual Customer in such an aggregation of Customers must be identified by the ARC and all information needed for and the requirements for MISO participation and registration must be provided by the ARC. Each individual Customer must be capable of the meeting the minimum Curtailment Energy requirements. The ARC will be subject to the same requirements set forth for Customers as set forth in this Rider and may be subject to additional requirements as specified in 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.

TERMS AND CONDITIONS

Any interruptions or reductions in electric service caused by outages of Company's facilities, other than as provided under this Rider, will not be deemed a Curtailment Period under this Rider unless MISO reimburses the Company for Curtailment Energy. A Standard Agreement under this Rider 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 Participant's responsibility to monitor and control their demand and energy usage before, during and after notice period under this Rider.

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STANDARD CONTRACT RIDER NO. 23 (Continued)

FEES:

Annual Registration with Company	\$1,000.00
Modification to Registration	\$ 100.00
Additional day-ahead bid entry (per entry)	\$ 50.00

For bids cleared by MISO: ~~—~~Ten percent (10%) of the MISO Proceeds less any previously collected registration, modification, or additional day-ahead Bid Entry Fees not previously credited back to the Participant.

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I.U.R.C. No. E-~~17182nd~~ ~~Revised~~Original No. 179.7

~~Superseding~~
~~1st Revised No. 179.7~~

STANDARD CONTRACT RIDER NO. 24
 CAPACITY ADJUSTMENT

(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, EVX, CSC, MU-1, and APL)

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

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

$$\text{CAP} = \frac{\text{Customer Share}}{S} \quad (\text{For each rate class})$$

where:

1. “CAP” is the annual adjustment factor beginning with the month of June 2017 and consisting of the following costs:
2. “C” is the estimated total net Capacity revenue (or expense) ~~(or revenue)~~ consisting of:
 - (a) Purchases or sales in a centralized capacity auction,
 - (b) Bilateral purchases or sales,
 - (c) Settlements from financial transactions related to capacity, or
 - (d) Other capacity related expenses or revenue.

3. “Customer Share” of estimated capacity revenue (or expense) ~~(or revenue)~~ for the year shall be determined according to the table below:

Capacity <u>revenue (or expense)</u> (revenue)	Jurisdictional Customer Share	Customer Share Results In
Less than \$0	50% of amount less than \$0	Credit
Up to Below \$Base	100% of (C – \$Base)	Credit Charge
Over \$Base	100% of (C – \$Base)	Charge Credit

4. “Base” represents the ~~\$1,800,000~~11,288,000 of net Capacity Costs ~~revenues~~ included in the determination of basic charges for service in Cause No. ~~44576/44602~~.
5. “S” is the estimated kilowatt-hour sales for the same estimated period set forth in “CAP”, consisting of the net sum in kilowatt-hours of:
 - (a) Net Generation,
 - (b) Purchases and
 - (c) Interchange-in, less
 - (d) Inter-system Sales,
 - (e) Energy Losses and Company Use.

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STANDARD CONTRACT RIDER NO. 24 (continuedContinued)

- B. The Adjustment Factor as computed above shall be further modified to allow the recovery of Utility Receipts taxes and other similar revenue-based tax charges occasioned by the capacity adjustment revenues.
- C. The Adjustment Factor may be further modified to reflect the difference between incremental capacity cost billed and the incremental capacity cost actually experienced during the nine-month period ended ~~December 31, 2016~~.
- D. The Adjustment Factor to be effective for all bills rendered for electric service beginning with the first billing cycles for ~~June 2017~~ (Regular Billing District 41 and Special Billing Route 01) will be:

_____ \$~~0.000562~~X.XXXXXX per KWH for Rates RS, CW, and EVX (with associated Rate RS service)
~~, and EVX~~

_____ \$~~0.000489~~X.XXXXXX per KWH for Rates SS, SH, OES, UW, CW, and EVX (with associated Rate SS service)

_____ \$~~0.000398~~X.XXXXXX per KWH for Rate HL and PL

_____ \$~~0.000444~~X.XXXXXX per KWH for Rates SL, ~~PL, and PH,~~ and EVX (with associated Rate SL service)

_____ \$~~0.000144~~X.XXXXXX per KWH for Rates MU-1 and APL

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I.U.R.C. No. E-~~1718~~ ^{2nd} ~~Revised~~ Original No. 179.8

~~Superseding~~
~~1st Revised No. 179.8~~

STANDARD CONTRACT RIDER NO. 25
OFF-SYSTEM SALES MARGIN ~~SHARING~~ ADJUSTMENT
(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, EVX, CSC, MU-1, and APL)

In addition to the rates and charges set forth in the above mentioned Rates, an Off-System Sales (“OSS”) Margin ~~Sharing-Adjustment~~ rider applicable for approximately twelve (12) months or until superseded by a subsequent factor shall be made in accordance with the following provisions:

- A. The Off-System Sales Margin ~~Sharing~~-Adjustment shall be calculated by multiplying the KWH billed by an Adjustment Factor per KWH established according to the following formula:

$$\text{OSS} = \frac{\text{Customer Share}}{S} \quad (\text{For each rate class})$$

where:

1. “OSS” is the annual adjustment factor beginning with the month of June 2017 and consisting of the following:
2. “Customer Share” of estimated off-system sales margins for the year shall be determined according to the table below:

Off-System Sales Margin	Jurisdictional Customer Share	Customer Share Results In
Less than \$0	50 100% of (\$0-\$Base)	Charge
Up to \$Base	50 100% of (OSS Margin – \$Base)	Charge
Over \$Base	50 100% of (OSS Margin – \$Base)	Credit

3. Base represents the \$6,324,000 of off-system sales margins included in the determination of basic charges for service in Cause No. ~~44576/44602~~.
4. “S” is the estimated kilowatt-hour sales for the same estimated period set forth in “OSS”, consisting of the net sum in kilowatt-hours of:
 - (a) Net Generation,
 - (b) Purchases and
 - (c) Interchange-in, less
 - (d) Inter-system Sales,
 - (e) Energy Losses and Company Use.

- B. The OSS Margin Adjustment Factor as computed above shall be further modified to allow the recovery of Utility Receipts taxes and other similar revenue-based tax charges occasioned by the off-system sales margin adjustment revenues.

- C. The OSS Margin Adjustment Factor may be further modified to reflect the difference between incremental off-system sales margin ~~sharing~~-revenue credited and the incremental off-system sales margin revenue actually experienced during the nine-month period ended ~~December 31, 2016~~.

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~~1st Revised No. 179.81~~
~~Superseding~~

STANDARD CONTRACT RIDER NO. 25 (continued)

D. The OSS Margin Adjustment Factor as calculated above will be applied to all billed KWH for those tariff rates listed above.

E. The OSS Margin Adjustment Factor to be effective for all bills rendered for electric service beginning with the first billing cycles for ~~June 2017~~ (Regular Billing District 41 and Special Billing Route 01) will be:

~~_____~~ ~~\$0.000235~~ ~~X.XXXXXXX~~ per KWH for Rates RS, CW, and EVX -(with associated Rate RS service), ~~and EVX~~

~~_____~~ ~~\$0.000204~~ ~~X.XXXXXXX~~ per KWH for Rates SS, SH, OES, UW, CW, and EVX (with associated Rate SS service)

~~_____~~ ~~\$0.000165~~ ~~X.XXXXXXX~~ per KWH for Rate HL and PL

~~_____~~ ~~\$0.000184~~ ~~X.XXXXXXX~~ per KWH for Rates SL, ~~PL, and PH~~, and EVX (with associated Rate SL service)

~~_____~~ ~~\$0.000064~~ ~~X.XXXXXXX~~ per KWH for Rates MU-1 and APL

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STANDARD CONTRACT RIDER NO. 26
REGIONAL TRANSMISSION ORGANIZATION ADJUSTMENT
(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, MU-1, APL, CSC, and EVX)

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

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

$$\text{RTO} = \frac{\text{NFC} - (\$A - \$B)}{S} \quad (\text{For each rate class})$$

where:

1. "NFC" is the estimate of the net Non-Fuel Costs billed by the Midcontinent Independent System Operator ("MISO") for the annual period beginning ~~October 2017~~ including but not limited to the following charge types:
 - (a) Schedule 10 – ISO Cost Recovery Adder and Schedule 10-FERC – FERC Annual Charges Recovery, or any successor provisions, of the Open Access Transmission and Energy Markets Tariff for the MISO ("MISO TEMT) or any successor tariff;
 - (b) Schedule 16 – Financial Transmission Rights Administrative Service Cost Recovery Adder, or successor provision, of the MISO TEMT or any successor tariff;
 - (c) Schedule 17 – Energy and Operating Reserve Markets Market Support Administrative Cost Recovery Adder, or successor provision, of the MISO TEMT or any successor tariff;
 - (d) Schedule 24 – Control Area Operator Cost Recovery, or successor provision, of the MISO TEMT or any successor tariff;
 - (e) Schedule 26 –Network Upgrade Charge from MISO Transmission Expansion Plan; or any successor tariff;
 - (f) Schedule 26-A –Real Time MVP Distribution Amount; or any successor tariff;
 - (g) Costs that are not otherwise recovered by MISO through other charges and are socialized for recovery from all market participants including Company ("uplift costs"), including the Real Time Revenue Neutrality Uplift Amount, and Real Time Miscellaneous Amount billed by MISO.
2. "A" is the ~~\$19,358,000~~\$35,424,000 of MISO Non-Fuel Costs included in the determination of basic charges for service in Cause No. ~~44576/44602~~.
3. "B" is the ~~\$5,130,000~~\$4,645,000 of MISO transmission revenues included in the determination of basic charges for service in Cause No. ~~44576/44602~~.
4. "S" is the estimated kilowatt-hour sales, for the same estimated period set forth in "NFC" consisting of the net sum in kilowatt-hours of:

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~~1st Revised Original~~ No. 179.91
~~Superseding~~
~~Original No. 179.91~~

STANDARD CONTRACT RIDER NO. 26 (continued)

- (a) Net generation,
 - (b) Purchases and
 - (c) Interchange-in, less
 - (d) Inter-system Sales,
 - (e) Energy Losses and Company Use
- B. The RTO Adjustment Factor as computed above for each rate class shall be further modified to allow the recovery of utility receipts taxes and other similar revenue-based tax charges occasioned by the RTO Adjustment revenues.
- C. The RTO Adjustment Factor may be further modified to reflect the difference between the actual and estimated Non-Fuel costs and RTO Adjustment revenues during the period ~~May 2016 through April 2017~~.
- D. The RTO Adjustment Factor to be effective for all bills rendered for electric service beginning with the first billing cycles for ~~October 2017~~ after approval will be:
- ~~_____~~ ~~\$0.001638~~~~X.XXXXXXX~~ per KWH for Rates RS, CW, and EVX (with associated Rate RS service), ~~and EVX~~
 - ~~_____~~ ~~\$0.001423~~~~X.XXXXXXX~~ per KWH for Rates SS, SH, OES, UW, CW, and EVX (with associated Rate SS service)
 - ~~_____~~ ~~\$0.001185~~~~X.XXXXXXX~~ per KWH for Rate HL and PL
 - ~~_____~~ ~~\$0.001348~~~~X.XXXXXXX~~ per KWH for Rates SL, ~~PL, and PH,~~ and EVX (with associated Rate SL service)
 - ~~_____~~ ~~\$0.000413~~~~X.XXXXXXX~~ per KWH for Rates MU-1 and APL

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Original No. 180

DEFINITIONS

- Apparent Power - The product of the current and voltage of the circuit.
- Billing Demand - That demand, stated in kilowatts, upon which the demand charge in the bill is determined in any given month.
- Budget Billing - The policy and practice referenced in Commission Rule 13(f)(1) [170 IAC 4-1-13(f)(1)].
- Character of Service - Refers to energy characteristics; (phase, frequency, voltage, alternating current, and the like).
- Classification of Service - Refers to the use made by the Customer of the energy, (i.e., residential use or such non-residential uses as commercial, industrial, municipal, and the like).
- Commission Rules - Rules and regulations for electric utilities promulgated by the Indiana Utility Regulatory Commission, codified in Title 170 of the Indiana Administrative Code (IAC), Article 4.
- Company - Indianapolis Power & Light Company.
- Company Rules - Rules and Regulations for Electric Service, as filed with and approved by the Indiana Utility Regulatory Commission.
- Customer - Any person, corporation, municipality or other government agency which has agreed, orally or otherwise, to pay for electric service from the Company.
- Delinquent Bill - A bill that has remained unpaid for the period set forth in Commission Rule 13(c)(1) [170 IAC 4-1-13(c)(1)].
- Demand - The rate at which energy is taken by the Customer from the Company's system in any given interval of time. It is usually stated in kilowatts.
- Horsepower (HP) - A unit of power.
[One (1) Horsepower is equivalent to .746 kilowatts]
[One (1) Kilowatt is equivalent to 1.34 horsepower]
- Kilovolt-Ampere (KVA) - The equivalent of one (1) kilowatt when the Power Factor is one hundred percent (100%), or is at unity.
- Kilowatt (KW) - One thousand (1,000) watts; the standard used for the rating of any electrical equipment.
- Kilowatt-hours (KWH) - The energy consumed by the use of one (1) kilowatt steadily for one (1) hour.

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DEFINITIONS (Continued)

Midcontinent Independent System Operator, Inc. (MISO)	-	An Independent System Operator (ISO) and the Regional Transmission Organization (RTO) that provides open-access transmission service and monitors the high voltage transmission system throughout the Midwest United States and Manitoba, Canada. MISO operates one of the world's largest real-time energy markets and has 65,250 miles of transmission lines under its direction. IPL is a member of MISO.
Maximum Demand	-	As applied in the Company's rate, it is the greatest amount of energy taken by the Customer from the Company's system in any given interval of time. (Usually stated as the Maximum Demand in any fifteen (15) minute interval in a given month or in the year).
Month	-	One-twelfth (1/12) of a year, or the period between two (2) consecutive readings of the Company's meters, as nearly every thirty (30) days as practicable.
Power Factor	-	The ratio of real power to apparent power in an alternating current circuit, usually expressed as a percentage.
Real Power	-	The capacity of the circuit for performing work in a particular time.
Single Phase	-	A circuit energized by a single, alternating electromotive force.
Three Phase	-	A combination of three circuits energized by alternating electromotive forces that differ in phase by 120 degrees.
Volt	-	The electromotive force applied to a circuit with a resistance of one ohm that will produce a current of one ampere.
Watt	-	The unit of electric power represented by a current of one ampere under the pressure of one volt in a circuit of unity power factor.
Year	-	The calendar year from January 1 through December 31 of any year, unless some other twelve month period is specified.

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Original No. 182

RULES AND REGULATIONS
FOR
ELECTRIC SERVICE

These Rules and Regulations have been filed with and approved by the Indiana Utility Regulatory Commission, to provide a uniform and equitable basis upon which the transactions between the Company and its Customers are conducted.

| Effective ~~March 31, 2016~~

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I.U.R.C. No. ~~E-17E-18~~

Original No. 183

1. Rates, Rules and Regulations.

- 1.1 A copy of all Rates, Rules and Regulations under which electric service will be supplied is on file with the Indiana Utility Regulatory Commission and may be inspected by the public on the Company's website or in the principal office of the Company, One Monument Circle, Indianapolis, Indiana.
- 1.2 All of the electric service furnished by the Company shall be subject to said Rates, Rules and Regulations, which are by reference made a part of all standard contracts (both oral and written) for service, (except when modified by special contract approved by the Indiana Utility Regulatory Commission), and are at all times subject to revision, change, modification or cancellation by the Company, subject to the approval of the Indiana Utility Regulatory Commission. The failure of the Company to enforce any of the terms of these Rules and Regulations shall not be deemed a waiver of its right to do so.
- 1.3 The Company shall supply, free of charge, a copy of the rate schedules applicable to the types of service available to new applicants for, and existing Customers of, residential service, upon request by the applicant or Customer. Where more than one rate is applicable to the service taken, the Customer shall designate which rate is desired.
- 1.4 Where applicable, the Customer, upon written application, may change from one rate to another once during the first contract year, effective retroactively to the date of connection, and once at the end of each twelve (12) month period thereafter, but not effective retroactively.

2. Written Application or Contract May Be Required.

- 2.1 A written application or contract properly executed may be required before the Company is obligated to supply service. Application for residential service, including residential water heating service, or commercial service for loads of 50 KW or less, need not be in writing unless a written line extension agreement is required under these rules. The Company may reject any application, whether written or otherwise, on account of unpaid charges or any other valid reason authorized by Commission or Company Rules.
- 2.2 Contracts for residential service, and for commercial service under Rate SS with less than five (5) kilowatts of connected load, shall be for no definite term, other than that which is called for in the rate, unless a line extension agreement is also involved. Contracts for all other Customers shall be categorized as follows: Standard Term [not less than thirty (30) months], Short Term [less than thirty (30) months], or Special Contract.
- 2.3 An exception to the immediately preceding paragraph will be made for those agencies of government that, ordinarily, have prospect of using electric service at the premises for thirty (30) months or more, but are limited by statute or by appropriation of funds to making regularly recurring short term contracts, as, for example, for not more than one (1) year. Where the authority of such agencies is so limited, contracts may be made for such period less than thirty (30) months as the agency's authority may require with provision for renewal of successive like terms. Where, however, there is no prospect that an agency of government will use electric service at the premises thirty (30) months or more, contracts will only be made under the conditions of a Short Term Contract or a Special Contract.

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3. Standard Term Contract.

- 3.1 The initial term shall begin when the Company first supplies electricity under the contract, unless some other beginning date is stated specifically in the contract. At the expiration of the initial term, the contract shall be renewed automatically for successive like terms unless either party shall have given the other written notice of its desire to terminate the agreement at least sixty (60) days prior to the expiration of the initial term or of any renewal thereof.
- 3.2 Rate changes may be elected by the Customer from time to time, during the life of such contract, as provided in subsection 1.4 above.

4. Short Term Contract.

- 4.1 Service for a term less than thirty (30) months will be supplied under the conditions of a Short Term Contract, which are:
- a. That the Company has adequate generation, transmission and distribution facilities available.
 - b. The Customer shall pay the "Actual Cost" for the line extensions required in accordance with the provisions of subsection 12.2.
 - c. Service bills and the conditions for any such supply will be according to Rate SS or to either Rates SL or PL.

5. Special Contract.

- 5.1 A special contract may be made in case of unusual capacity requirements or load characteristics, unusual investment required or other abnormal condition. Such contract term shall be commensurate with the conditions and shall be subject to the approval of the Indiana Utility Regulatory Commission.
- 5.2 Contracts for Budget Billing shall be available only to residential and small commercial and industrial (Rates SS, SH, SE, CB, UW) customers and shall be renewed automatically unless previously canceled by either the Company or the Customer.

6. Change of Contract Term: Change of Line Extension Contract.

- 6.1 In the event the Customer's use of energy changes from the use contemplated at the time of making the contract, so that it is in the interest of both the Customer and the Company to do so, either or both the term of the service contract and the line extension contract (if any) may be changed to another term conforming to the Company's Rules and Regulations, provided all the conditions of initial service and/or line extension contract have been fulfilled to date of such change. The effective date of the contract change shall be the date it is executed, unless some other date is stated.

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7. Modification of Contract.

7.1 No promise, agreement or representation of any agent of the Company, made either before or after the signing of the contract, shall be binding upon the Company, unless the same shall have been incorporated in the contract in writing before the contract is signed and accepted by the proper Officers of the Company.

8. Deposit to Ensure Payment of Bills.

8.1 Residential.

- a. A new applicant for residential service may be required to make a cash deposit as a condition of obtaining service unless applicant's creditworthiness is established in accordance with Commission Rule 15(B)(1)(a) and (b) [170 IAC 4-1-15(B)(1)(a) and (b)]. A "new applicant" is an individual who has not previously been a Customer of the Company.
- b. The Company may require a cash deposit from an existing Customer when such Customer has been mailed two (2) consecutive disconnect notices or three (3) non-consecutive disconnect notices within the preceding twelve (12) months, or when service has been disconnected for nonpayment. Deposits shall not exceed an amount equal to one-sixth (1/6) of the estimated annual billings for the Customer at the address where service is rendered. If a deposit exceeds seventy dollars (\$70), a Customer may request to pay such deposit in equal installments over a period of two monthly billing cycles. Deposits shall earn interest as follows:
 1. For deposits held less than six (6) months as of March 10, 1976:
 - (i) Where refund is made within twelve (12) months from date of deposit, no interest is payable;
 - (ii) Where refund is made after twelve (12) months from date of deposit, interest is payable at the rate of three percent (3%) per annum to March 9 and interest at the rate of six percent (6%) per annum is payable from March 10, 1976, to the date of refund;
 2. For deposits held six (6) months or more as of March 10, 1976, but less than twelve (12) months from date of deposit, interest is payable at the rate of three percent (3%) per annum from the date of deposit through March 9, 1976, but no interest is payable after that date;
 3. For deposits held twelve (12) months or more as of March 10, 1976, interest at the rate of three percent (3%) per annum is payable from the date of deposit through March 9, 1976, and interest at the rate of six percent (6%) per annum is payable from March 10, 1976, to the date of refund;
 4. For purposes of computing the twelve (12) month and six (6) month periods set forth herein, the actual date the deposit was fully paid to the Company will be used as the beginning date; and

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8. Deposit to Ensure Payment of Bills. (Continued)

8.1 Residential. (Continued)

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5. For deposits received on and after March 10, 1976, Commission Rule 15(D) [170 IAC 4-1-15(D)] shall apply.
- c. The term "refunded" as used in Commission Rule 15 (E)(1) [170 IAC 4-1-15(E)(1)], shall include the application of deposits, plus interest, if any, to amounts then due and payable by the Customer to the Company and such application shall constitute a lawful disposition of such deposits. Any sum remaining after the application of any such deposits shall, at the option of the Company, either be shown as a credit on the Customer's account or paid by check, mailed or delivered to the Customer.
- d. Deposits held on March 10, 1976, shall be retained until the Customer qualifies under one of the following criteria:
 1. Such Customer has not had a delinquent bill out of the last nine (9) consecutive bills; or
 2. Such Customer has not had two (2) delinquent bills out of the last twelve (12) consecutive bills; or
 3. Such Customer demonstrates his creditworthiness in accordance with Commission Rule 15(B)(1)(a) [170 IAC 4-1-15(B)(1)(a)].
- e. Deposits acquired after March 10, 1976, shall be retained until the Customer qualifies for a refund under Commission Rule 15(E) [170 IAC 4-1-15(E)]; provided, that the periods set forth in such rule shall run from the date of deposit.
- f. Although a Customer may qualify for a refund of a deposit under Commission Rule 15(E) [170 IAC 4-1-15(E)], such deposit, nevertheless, shall be retained, if the Company is entitled also to take a deposit from such Customer under Commission Rule 15(C) [170 IAC 4-1-15(C)].

8.2 Non-Residential.

The Company shall determine the creditworthiness of all non-residential Customers in an equitable and non-discriminatory manner:

- a. without regard to the economic character of the area wherein the non-residential service is to be located; and
- b. solely upon the credit risk of the non-residential Customer without regard to the collective credit reputation of the area in which the non-residential service will be located.

Each new applicant for non-residential utility service shall be deemed creditworthy and not be required to make a cash deposit as a condition of receiving service if the applicant satisfies the following criteria:

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8. Deposit to Ensure Payment of Bills. (Continued)

8.2 Non-Residential. (Continued)

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- a. owes no outstanding bills for service rendered within the past four (4) years by any other utility;
- b. during the last twenty-four (24) months that service was provided:
 1. did not have any bills that were delinquent to the utility or, have service disconnected by a utility for non-payment of a bill for services rendered by that utility; and
 2. did not file a voluntary petition, or have an involuntary petition filed against it, under any bankruptcy or insolvency law.

For purposes of this determination, a contested bill shall not be considered delinquent.

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

The Company may require a deposit from an existing non-residential Customer when:

- a. the Customer has been mailed disconnect notices for two (2) consecutive months;
- b. the Customer has been mailed disconnect notices for any three (3) months within the preceding twelve (12) month period; or
- c. the service to the Customer has been disconnected for non-payment within the past four (4) years

With respect to existing non-residential customers, deposits can, and will, only be demanded on accounts which are delinquent and; that in the case of an existing customer, only a change in ownership, and not a change in name or corporate structure, will render the customer "new" within the meaning of this rule.

Any deposit or accrued interest shall be promptly refunded to the Customer without the Customer's request when the Customer:

- a. submits satisfactory payment for a period of either:
 1. twenty-four (24) successive months; or
 2. thirty (30) out of any thirty-six (36) successive months without late payment in two (2) consecutive months; or
- b. demonstrates its creditworthiness by any other means.

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8. Deposit to Ensure Payment of Bills. (Continued)

8.2 Non-Residential. (Continued)

Such deposit may be required as a condition for obtaining or continuing service. Deposits taken after the effective date of the Company Rules, shall not exceed one-sixth (1/6) the estimated annual billings for service to the Customer at the address at which service is rendered. Deposits shall earn interest as follows:

- a. For purposes of computing the twelve (12) month and six (6) month periods set forth in this section, the actual date the deposit was fully paid to the Company will be used as the beginning date.
- b. For deposits held less than six (6) months as of March 10, 1976:
 1. Where refund is made within twelve (12) months from date of deposit, no interest is payable; and
 2. Where refund is made after twelve (12) months from date of deposit, interest is payable at the rate of three percent (3%) per annum to March 9 and interest at the rate of six percent (6%) per annum is payable from March 10, 1976, to the date of refund.
- c. For deposits held six (6) months or more as of March 10, 1976, but less than twelve (12) months from date of deposit, interest is payable at the rate of three percent (3%) per annum from the date of deposit through March 9, 1976, but no interest is payable after that date.
- d. For deposits held twelve (12) months or more as of March 10, 1976, interest at the rate of three percent (3%) per annum is payable from the date of deposit through March 9, 1976, and interest at the rate of six percent (6%) per annum is payable from March 10, 1976, to the date of refund.
- e. For deposits received on and after March 10, 1976, interest shall be payable at the rate of six percent (6%) per annum on only those deposits held twelve (12) months or more.
- f. In making a refund of a deposit, the Company may at its option, pay the full amount thereof to the Customer or apply such deposit to amounts then due and payable by such Customer to the Company and any deposit balance remaining after such application may be either paid to the Customer or shown as a credit balance on the Customer's account. Deposits shall not earn interest after the date payment in full has been made to the Customer by mail or personal delivery, or after the date the amount thereof initially has been applied to the Customer's account.

9. Changes of Address, Discontinuance, etc.

- 9.1 Customers must make application to the office of the Company before they commence using electric energy from the Company's system. A Customer will be subject to disconnection without notice if service is used without application.

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9. Changes of Address, Discontinuance, etc. (Continued)

- 9.2 A Customer shall notify the Company at least three (3) days prior to the date such Customer desires service to be disconnected and the Company shall have three (3) working days thereafter to make such disconnection. A Customer after so notifying the Company, shall not be responsible for any service rendered after such three (3) working days, except that any Customer who fails to request disconnection of service as provided herein shall be responsible for the payment for all service rendered by the Company while the account remains in such Customer's name.
- 9.3 Should a business being served be suspended or discontinued, due to fire or other causes beyond the control of the Customer, the service contract, upon written request by the Customer, shall become inoperative until business is resumed, except for unbilled amounts due the Company for service theretofore rendered by it thereunder, at which time the contract and all of its conditions shall again become operative for the remainder of the term of the contract.
- 9.4 When a Customer requests that service be disconnected at a given location the Company may, at its election, discontinue service by either making a physical disconnection of the service at such location, or obtaining an actual meter reading and leaving the service connected with the account in the name of another Customer.

10. Assignment of Contract.

- 10.1 The benefits and obligations of any service contract (except budgeting contracts) shall begin when the Company commences to supply electrical service thereunder, and shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the original parties thereto; provided, that no assignment shall be made by the Customer without first obtaining the Company's written consent.

11. Resale of Energy.

- 11.1 The electrical energy furnished under any service contract is for the sole use of the Customer. Excepting energy delivered to other public utilities for resale in territory not served by the Company, no energy shall be resold by the Customer except in cases of a temporary nature where it is impractical or inexpedient for the Company to render service to the ultimate consumer, and then only upon written permission obtained from the Company stating the specific use and period of use covered in each request.

12. Overhead Line Extensions.

Where there is a reasonable prospect that the capital expenditure is warranted, the Company will extend its overhead lines and service facilities upon the conditions outlined below, subject to such municipal approval as may be required.

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12. Overhead Line Extensions. (Continued)

Definitions.

- a. "Overhead Line Extension" will be construed to include any or all of the following changes of facilities, other than those made by the Company at its initiative and at its expense in the normal growth of its business, for example: an increase of the length or current carrying capacity of an existing single phase or three phase line, a change from a single to a three phase line or an increase of the number or capacity of transformers.
- b. "Developer" means one or more natural or artificial entities that own, improve or remodel real estate.
- c. "Revenue" means the sum of the net billing for thirty (30) consecutive monthly periods (i.e., 2-½ years) resulting from the application of the Company's applicable rate for electric service to the total number of kilowatt-hours consumed by the Developer's Project for such periods.
- d. "Cost of Installation" means the estimated expenditure the Company will incur for labor, materials, overhead and supervision in the installation of Electric Lines and associated facilities that are required to serve the Developer's Project.

12.1 Plan A - Overhead Extension of Single Phase and Three Phase Line of Any Capacity, Applicable with Standard Term Contracts Only.

- a. An extension of the Company's service facilities, including changes from single phase to three phase, will be made at the Company's expense if, in the judgment of the Company, the Revenue as computed by the Company exceeds the Cost of Installation as computed by the Company. If the Cost of Installation above exceeds the Revenue above, the Developer must pay the difference to the Company.
- b. Subject to the approval of the Company, one or more Customers of a group may assume more than the average share of the minimum monthly extension guarantee, if it will be more equitable to do so.

12.2 Plan B - Overhead Extension of Single Phase or Three Phase Line of Any Capacity. Applicable with all Short Term Contracts.

- a. There shall be a determination made of the Estimated Cost of the line extension. The Developer shall pay the amount of the Estimated Cost to the Company prior to the commencement of the work.

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12. Overhead Line Extensions. (Continued)

12.2 Plan B. (Continued)

- b. A special contract may be required by the Company before it will make extensions involving transformers in excess of 100 KVA single phase (or 300 KVA total) or where unusually large or expensive switching or control equipment will be required.

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12.3a Service Connection-Secondary.

The Company will designate the point at which the overhead service connection will be brought to the Customer's building. The point of service contact on the building shall be readily accessible and shall be at the closest point to the Company's pole from which service wires are to be run. The Customer's service entrance conductors shall, if possible, terminate so that the service drops will not cross adjacent property, and will not require the use of an extra pole or poles. Service conductors protruding from the service head for connection to the Company service drop should be at least twenty-four (24) inches for sizes up to No. 4. Larger sizes should extend a minimum of thirty-six (36) inches.

12.3b Service Connection-Substation.

IPL industrial connection requirements—"IPL End User Connection Requirements" document includes the requirements for service from a substation. These requirements meet the "NERC Reliability Standards FAC 001-0". The document is available upon request.

12.4 Service to Additional Customers for an Existing Line Extension.

Each overhead line extension shall be considered as a unit in determining the monthly minimum guarantee and the basis for advances and refunds. Additional Customers may be connected to an overhead line extension already built at the time the additional Customers are connected, provided the inclusion of the new Customers will not increase the cost to the existing Customers. Otherwise, an extension to serve such additional Customers will be treated as a new separate extension. When additional Customers are connected within six (6) years of the completion of such overhead line extension, initial applicants for said extension may be entitled to a refund, in proportion to their respective contributions toward the cost of such extension, an amount equal to two and one-half (2 ½) times the estimated annual revenue from such additional Customers, less the cost to serve such additional Customers; provided, that the total of all refunds to such applicant shall not exceed such applicant's total contribution.

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12. Overhead Line Extensions. (Continued)

12.5 Right-of-Way-Tree Trimming.

The above plans for overhead line extensions are contingent upon assistance by the applicant for the service in securing the necessary right-of-way and tree trimming permits or other necessary permits. The Company shall be under no obligation to start construction in the event such rights-of-way or permits cannot be so obtained.

12.6 Title to Line Extensions.

Notwithstanding any payments made by the Customer to the Company covering the cost of an overhead line extension under either of the above plans, the title to the facilities and equipment making up such line extension, shall be and remain in the Company. The Customer shall not be entitled to interest on any amount advanced to assist in financing such extensions.

13. Installation of Underground Lines.

13.1 Underground distribution lines will be installed only where, in the opinion of the Company, such installation is necessary or where it is required by the Commission Rules. The decision whether such lines shall be installed "underground" or "overhead" shall be made by the Company where the matter rests in the Company's discretion. Underground line installations will be made in accordance with the Underground Practices and Procedures (hereinafter referred to as the UPP) set forth below or by special contract approved by the Indiana Utility Regulatory Commission; provided, however, that the UPP shall not be construed as requiring the Company to make any underground installation that in the judgment of the Company, cannot be technologically or economically justified.

13.2 UPP Definitions.

As used in the UPP, the term:

- a. "Developer" means one or more natural or artificial entities that own, improve or remodel real estate.
- b. "Electric Lines" means primary, secondary or service wires exclusively used or intended for the distribution of electric energy within a Residential Development or Commercial Complex at nominal voltages of not more than 15,000 volts, but excluding, without limitation, (i) main feeder lines used or intended for the distribution of electric energy beyond a Residential Development or Commercial Complex at any nominal voltage, and (ii) such other wires as are necessarily or customarily located at or above ground level in an underground system.

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13. Installation of Underground Lines. (Continued)

13.2 UPP Definitions. (Continued)

- c. "Residential Development" means (i) five (5) or more contiguous single-family, two-family or mobile home dwellings, either proposed or existing, (ii) eighteen (18) contiguous units for multi-family use, either proposed or existing, or (iii) a combination of (i) or (ii), which may be treated by the Company as a unit for all purposes incident to the underground installation of Electric Lines within the Developer's Project.
- d. "Commercial Complex" means any proposed or existing non-residential development in which one or more businesses are conducted of the type falling within Standard Industrial Classifications 501 through 999 as set forth in the current edition of the Standard Industrial Classification Manual prepared by the Office of Management and Budget of the Executive Office of the President of the United States.
- e. "Developer's Project" means the specific Residential Development or Commercial Complex for which the Developer has made application to the Company for the installation of underground Electric Lines.
- f. "Cost of Installation" means the total expenditure the Company will incur for labor, materials, overhead and supervision in the installation of Electric Lines and associated facilities that are required to serve the Developer's Project.
- g. "Revenue" means the sum of the net billing for thirty (30) consecutive monthly periods (i.e., 2 ½ years) resulting from the application of the Company's applicable rate for electric service to the total number of kilowatt-hours consumed by the Developer's Project for such periods.
- h. "Net Loss" means the cost of removal, plus the reproduction cost new depreciated, less the salvage value of Electric Lines, including associated facilities.

13.3 Terms and Conditions of UPP. (Hereinafter called "Terms and Conditions")

- a. Application Required - The Developer shall make application to the Company for the type underground installation desired designating the location of the Developer's Project affected. Such application shall be reviewed by the Company to determine if the underground installation contemplated is consistent with these Terms and Conditions; the Company shall require the Developer to execute an agreement as to any or all of the matters set forth herein if the Developer is required to participate in the cost of such underground installation.
- b. Payment Required in Advance of Construction - Any payments required to be made to the Company by the Developer pursuant to these Terms and Conditions shall be made in advance of any construction work required by these Terms and Conditions to be performed by the Company.

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13. Installation of Underground Lines. (Continued)

13.3 Terms and Conditions of UPP. (Continued)

- c. New Projects - Where the Developer's application involves installation of underground Electric Lines in a Developer's Project not having had electric utility service previously, the Developer shall pay to the Company the amount, if any, by which the estimated Cost of Installation as computed by the Company exceeds estimated Revenue of such project as computed by the Company.
- d. Conversion of Existing Projects - Where the Developer's application involves the replacement of overhead Electric Lines with underground Electric Lines of like electrical capacity rating, the Developer shall pay the estimated Net Loss of the overhead Electric Lines so replaced; in addition, the Developer shall pay to the Company the amount, if any, by which the estimated Cost of Installation as computed by the Company exceeds estimated Revenue of such project as computed by the Company; the Developer also shall assume the responsibility for, and pay the cost of, the trenching and backfilling necessary to the installation of the underground Electric Lines; provided, that the extent to which such overhead Electric Lines may be replaced with underground Electric Lines shall be within the sole discretion of the Company to determine, consistent with sound engineering and economic principles.
- e. Upgrading of Existing Projects - Where the Developer's application involves the replacement of overhead Electric Lines with underground Electric Lines having a greater electrical capacity rating, the Developer shall pay to the Company the amount, if any, by which the estimated Cost of Installation as computed by the Company exceeds estimated revenue of such project as computed by the Company; in addition, the Developer shall assume responsibility for, and pay the cost of, the trenching and backfilling necessary to install the underground Electric Lines; the Developer also shall pay the estimated Net Loss of only those overhead Electric Lines which are replaced with underground Electric Lines of a like electrical capacity rating; provided, that the extent to which overhead Electric Lines may be replaced with underground Electric Lines shall be within the sole discretion of the Company to determine, consistent with sound engineering and economic principles.
- f. Data Required of Developer - The Developer shall furnish the Company with building plans, site plans, building layouts, electrical load information, street addresses and other such data sufficiently in advance for the Company to meet service requirements, and in sufficient detail to enable the Company to determine the type, capacity and extent of the Electric Lines to be installed.
- g. Functions Comprising Company Work - The work to be performed by the Company in the underground installation of Electric Lines may include, without limitations, all or any part of the following functions: planning, engineering, scheduling, material purchasing, construction, metering and connection.

Should the developer make any changes in the plans or other data to be filed with the Company pursuant to subsection 13.3 f. which necessitate revisions in any or all such functions, the Developer shall pay all costs incurred by the Company as a result thereof.

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13. Installation of Underground Lines. (Continued)

13.3 Terms and Conditions of UPP. (Continued)

- h. Developer to Furnish Easements - The Developer shall furnish, at no cost to the Company, all easements and rights-of-way in, on, over and through private real estate for the installation of the Electric Lines to serve the Developer's Project. The Company reserves the right to specify the routes, locations and conditions of such easements and rights-of-way.
- i. Developer to Furnish Conduit - The Developer shall furnish and install all conduit for those Electric Lines running from the meter facility or junction box away from the permanent structure either to the point where all paved patios, sidewalks, driveways and other paved areas are cleared by at least two (2) feet, or to such other point as the Company may designate in writing to the Developer; the Developer shall be responsible for, and pay the cost of, all trenching and backfilling that is required to install such conduit, irrespective of the type of Developer's Project involved, and the cost of such trenching and backfilling as originally estimated by the Company shall be deducted¹ from the estimated Cost of Installation; provided, that in the event there are no such paved areas to be cleared, the Developer shall install all conduit from the meter facility or junction box down the outside surface of the permanent structures to a depth of eighteen (18) inches below grade level.
- j. Developer's Responsibility as to Trench Routes - With respect to the trench routes which the Company is required by these Terms and Conditions to trench and backfill, the Developer shall (i) stake all property corners, permanent structures and all underground facilities which are the Developer's responsibility to locate within the Developer's Project, (ii) grade such trench routes to within four (4) inches of final grade, (iii) clear therefrom all surface and subsurface obstructions, which prevent the use of standard trenching equipment, to a depth of forty-two (42) inches below final grade, and (iv) be responsible for maintaining the grade and clearance of such trench routes during and subsequent to the Company's work in installing the Electric Lines underground. Any damage to persons or property resulting from the failure of the Developer, or the successors or assigns thereof, to maintain said clearance or to establish a grade that will provide a depth for the Company's Electric Lines of at least forty-two (42) inches below the surface of the ground, shall be assumed and paid for by the Developer, or the successors or assigns thereof responsible for such failure. Provided, nothing in this subsection 13.3j. shall preclude the Developer from doing all the trenching and backfilling required for the installation of Electric Lines underground at his own cost and expense, and the cost of such trenching and

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¹ Such deduction shall be made only to the extent that such trenching and backfilling costs were included in the Cost of Installation.

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13. Installation of Underground Lines. (Continued)

13.3 j. Terms and Conditions of UPP. (Continued)

backfilling as originally estimated by the Company shall be deducted from the estimated Cost of Installation. If the Company, at the request of the Developer, employs nonstandard methods or equipment not contemplated in this subsection 13.3j., the Developer shall pay the difference in cost between the standard method as estimated by the Company and such nonstandard method. The Company reserves the right at any time, to postpone any part of the work of installing Electric Lines underground due to excess moisture, frozen ground or any other condition beyond its control. When the revenue for an Individual Single Dwelling Unit exceeds the Cost of Installation, the Company may elect to allow the Developer to install the trench and the Company may reimburse the Developer the cost of the trench at an amount to be determined by the Company. Any damage to persons or property resulting from said trenching shall be assumed and paid for by the Developer or the successors or assigns thereof.

k. Developer to Protect Landscaping - The Developer assumes all responsibility for the protection of landscaping during the Company's underground installation of Electric Lines and for any replanting or reseeded of the trench routes that may be required as a result of such installation.

l. Developer's Work Subject to Company Standards - Any work required by these Terms and Conditions to be performed by the Developer shall be done in accordance with the most recent issue of the Company's "Electric Service and Meter Manual" ~~and "Construction Standards".~~ A copy of the "Electric Service and Meter Manual" is available at the Company's main office and on its website (iplpower.com). copies of which are on file with the Indiana Utility Regulatory Commission and are available for examination at the Company's main office. The timely completion of such work by the Developer shall be a prerequisite to the Company's obligation to perform the work required of it hereunder and to render electric utility service to the Developer's Project.

m. Company's Work Limited to Its Standards - The utilization of voltages and configurations for underground installation of Electric Lines is limited to those set forth in the most recent issue of the Company's "Electric Service and Meter Manual". ~~The Electric Lines and other equipment installed by the Company and the manner in which they are installed, shall be in accordance with the most recent issue of the Company's "Construction Standards".~~ Deviations from such "Electric Service and Meter Manual" ~~and such "Construction Standards"~~ may be permitted; provided, the Developer agrees, in advance, to pay the cost thereof and the Company has given its prior written consent. Any provision of the "Electric Service and Meter Manual" ~~or of the "Construction Standards"~~ of the Company which is in conflict with these Terms and Conditions shall be deemed amended to conform to these Terms and Conditions.

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13. Installation of Underground Lines. (Continued)

13.3 Terms and Conditions of UPP. (Continued)

- n. Connection Points Determined by Company - The Company shall install the underground Electric Lines for the Developer's Project from the nearest point of connection with the Company's existing and unaltered primary or secondary service lines to each of the meter facilities or junction boxes located outside on the permanent structures comprising the Developer's Project. The Company reserves the right to determine the location of all connection points, including, without limitation, termination and metering points.
- o. Indianapolis Secondary Network Excluded - Notwithstanding anything herein to the contrary, these Terms and Conditions shall not apply to any underground secondary network that is now or may be hereafter established by the Company in areas of high load density located within the Company's service area.
- p. Underground Installation to Less than Five Dwelling Units - Notwithstanding anything herein to the contrary, the Company may install underground Electric Lines:
 - 1. To less than five (5) existing single-family, two-family or mobile home dwelling units in areas predominantly served with overhead Electric Lines, upon agreement that the Developer thereof shall (i) do all trenching and backfilling required for such installation; (ii) install a conduit, together with fittings, conforming to Company specifications, running from the meter facility away from the permanent structure either to the point where all paved patios, sidewalks and driveways and other paved areas are cleared at least two (2) feet or to such other point as the Company may designate in writing to the Developer; and (iii) comply with any other provisions of these Terms and Conditions not inconsistent with this subsection.
 - 2. To less than five (5) new or proposed single-family, two-family or mobile home dwelling units in accordance with subsection 13.3c. and all other applicable provisions of these Terms and Conditions.

- 13.4 Underground Extensions in Underground Network Districts - In the district in which electrical energy is supplied from underground secondary network, the Company will, when necessary for its convenience, extend its underground service wires to the outside walls of the Customer's basement at a point adjacent to Company's existing manhole. All other expenses will be paid for by the Customer.

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14. Description of Equipment to be Served.

14.1 The Customer shall, upon request of the Company, present in writing to the Company a list of the devices which are to be served by the Company's lines and the location of the premises to be served; and the Company will then inform the Customer as to the voltage and other characteristics of the service it will furnish.

15. Right-of-Way-Permits.

15.1 The Customer shall obtain and provide, on forms provided by the Company, all necessary right-of-way in, on, over or through private property for the installation and maintenance of all poles, wires, transformers, conduits or other equipment necessary or convenient for supply of service to such Customer and other Customers in the area.

15.2 The Company shall have the right to install, construct and maintain such poles, wires, fixtures and other equipment (overhead and underground) on Customer's property or on easements or public right-of-way adjacent to Customer's property and shall have the right to maintain such poles, wires, fixtures and other equipment.

15.3 The properly authorized agents of the Company shall have the right, at all reasonable times, to enter upon the premises of the Customer for the purpose of installing, meter reading, inspecting, repairing or replacing appliances used in connection with the supply of service to the Customer and others and, upon termination of the service contract, for the purpose of obtaining a meter reading prior to physical disconnection and for removal of the Company's property.

15.4 Failure of any Customer to comply with subsections 15.1, 15.2 and 15.3 hereof, shall be sufficient cause for the Company to refuse, withhold or disconnect service to such Customer until compliance therewith has been obtained.

16. Space for Company's Meters, Transformers and Appliances.

16.1 When the character of service requires it, the Customer shall provide, free of expense to the Company, and near the service entrance, a suitable and dry space or room for the necessary meter, any and all auxiliary apparatus, distribution transformers or other appliances which may be furnished by the Company. Such spaces or rooms shall be kept easily accessible at all times, shall not be used for storage purposes and shall be kept free of foreign materials of any nature. Meter base must be installed outside of premise with four (4) feet of clearance and unrestricted access (new construction and/or altered electrical service installations).

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17. Customers' Wiring.

- 17.1 The Applicant for electrical service shall provide and install the necessary wiring and service entrance equipment at his own expense. All such wiring and equipment shall be constructed and maintained entirely in accordance with the current Meter Service Rules of the Company and shall be subject to the approval of any inspectors authorized by law. All subsequent installations or changes shall also be inspected and approved before connection to the Company's system.
- 17.2 The Company reserves the right to seal and/or lock all meters, metering equipment and fused or unfused switches, together with any enclosures, gutters or raceways containing unmetered circuits, whether any of such equipment has been furnished by the Customer or the Company; and to keep all of the foregoing sealed to the exclusion of all other parties.
- 17.3 No radio, wireless telegraph, wireless telephone or any other equipment may be connected to the Company's lines, poles, crossarms or structures, except in accordance with the requirements of the Company and upon written permission obtained from the Company for each installation.
- 17.4 When, in its judgment, it is expedient to do so, the Company shall have the right to install at its expense outdoor type "Inverted Sequence" meters upon the premises of the Customer.
- 17.5 All neon, fluorescent or other types of lighting or luminous display equipment installed after September 25, 1944, shall include, if necessary, auxiliary power factor corrective devices, as a part of or in connection with it, so that each unit of such equipment, or each group of such equipment that is controlled as a unit, will operate with a power factor of ninety percent (90%) (lagging) or higher. Such power factor corrective auxiliaries shall be so installed as to be de-energized when the equipment it corrects is not in operation.

Any such equipment installed prior to the above date will be considered as a new installation and be subject to the above regulation in case it is rearranged, replaced or removed to a new location subsequent to that date.

- 17.6 In multiple tenancy buildings where each tenant is to be separately served as a Customer of the Company, the wiring in such buildings shall be arranged and provision shall be made for the setting of the Company's meters so that the consumption of electric energy by one (1) Customer will not register on the meter of another and disconnection of service to one (1) Customer will, in no way, interfere with service to another. No Customer on such premises may interfere with or interrupt service to another Customer. The Company may withhold service from any such multiple tenancy building until this rule is complied with, and for violations of this rule, the Company shall have the right to discontinue service to all Customers on the premises, after fourteen (14) days written notice, without liability to any of them.

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18. Motor Installations, Etc.

- 18.1 The Customer shall install only motors or other apparatus or appliances that have the approval of the Company as being suitable for operation with the character of service designated and supplied by the Company, and the electrical energy must not be used in any manner to cause unreasonable voltage fluctuations in the Company's distribution system, or in the premises of other Customers. The Company may require the Customer to make such changes in his equipment, or of his use of the equipment, or to install such corrective equipment as may be necessary to eliminate fluctuating or unbalanced loads.
- 18.2 All apparatus used by the Customer shall be of such a type as to secure the highest practicable commercial efficiency and power factor and the proper balancing of phases. With three wire, single phase systems, the load must be balanced so that the current flowing in the neutral wire shall not at any time exceed the current flowing in either outer wire by more than four percent (4%). With three phase systems, the energy flow must be balanced so the variations between any two phases shall not at any time exceed twenty percent (20%).
- 18.3 Motors started frequently or motors arranged for automatic control must be of a type to give maximum starting torque with minimum current and, together with their controlling equipment, must be subject to the approval of the Company.
- 18.4 Elevator installations, cranes, hoists or other equipment subject to damage because of phase failure or reversal should be equipped with reverse phase relays or other devices for automatically locking the circuits open in case of such contingencies.
- 18.5 The Customer shall pay the cost of any special installation necessary to meet his requirements for service at other than standard voltages, phase or frequency, or for the supply of closer voltage regulation than is required by standard practice.

19. Notice to the Company Before Increasing Load.

- 19.1 The service connections, transformers, meters and appliances supplied by the Company have a definite capacity which must not be exceeded, and no substantial increase of the Customer's equipment or its electrical requirements will be permitted except upon written request to and consent by the Company. The Company reserves the right to disconnect service, upon fourteen (14) days written notice, to any Customer upon violation of this rule.

20. Meters to be Installed by the Company.

- 20.1 All electrical energy, unless specified otherwise, shall be measured by a meter or meters (which includes all auxiliary and supplemental measuring instruments) of standard manufacture, installed by the Company upon the Customer's premises in accordance with Commission Rule 5 [170 IAC 4-1-5] and the Meter Service Rules of the Company in force at the time of installation. If said meters or other appliances belonging to the Company are willfully tampered with, damaged or destroyed due to negligence or misuse by the Customer, or any member of his family, or by any officer, agent or employee of the Customer, then the cost of the necessary repair or replacement shall be paid by the Customer.

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Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

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20. Meters to be Installed by the Company. (Continued)

- 20.2 The Company will furnish one main watt-hour meter (including such auxiliary meters and instruments that may be required to supplement it) to enable the measurement of and billing for all energy of like character supplied to the Customer for each service classification on the same premises. A separate bill will be rendered for the energy passing through and measured by each separate metering installation. An exception to the above may be made where three phase four wire supply is available. In such case, three phase and single phase energy will be measured and billed through one meter, whenever practicable.
- 20.3 When the Customer requires, for his own use and convenience, more than one main watt-hour meter (as described in the preceding paragraph) for each supply of like character on the same premises, any and all expense of installation and operation of the added equipment shall be borne entirely by the Customer.
- 20.4 When, in the judgment of the Company, it is necessary to furnish more than one meter for each supply of like character on the same premises, because of practical conditions of measurement, engineering, safety, legal or other reasons, the Company will furnish such additional equipment that it considers necessary, and will render the bills for such service as if the energy were supplied through a single meter.
- 20.5 When the convenience of the Company requires more than one watt-hour meter to be installed in one building or more than one building, on the same premises for one Customer under one contract, the KWH readings of said meters shall be taken collectively in determining the rate to which the Customer is entitled. Under no other condition shall the KWH meter readings be taken collectively.

21. Incorrect Registration of Meter.

- 21.1 Whenever it is discovered that a meter is not registering correctly, adjustments covering such inaccuracy shall be made in accordance with Commission Rule 14(A) [170 IAC 4-1-14(A)].
- 21.2 Any other determinable billing error, including incorrect rate application, shall be adjusted to the known dates of error, date of connection of current Customer, or one (1) year, whichever is shorter.

22. Transformers.

- 22.1 The Company will own, install and maintain the necessary distribution transformers unless otherwise expressly provided for.

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23. Continuity of Supply.

- 23.1 The Company will use reasonable diligence in providing a regular and uninterrupted supply of energy; but, if the supply should be interrupted or fail by reason of accidents, strikes, acts of God, legal process or procedure, Federal, State or Municipal action or interference, or extraordinary repair, the Company shall not be held liable for damage, and such interruptions or failures shall not invalidate any of the covenants of the contract.
- 23.2 The Company shall have no duty to provide advance warning of interruption of supply. If the Customer is installing sensitive electronic equipment which requires a continuous power supply, it is his responsibility to provide for this need. In any case of deficiency of supply or any trouble with the electric service, notice shall be given promptly to the office of the Company.

24. Release of Company from Liability.

- 24.1 The Company shall not be liable for any interruption of service caused by defective wiring or Customer's appliances on the Customer's premises.
- 24.2 The Company shall not be liable for damages resulting to the Customer, or to third persons, from the use of electricity, interruption of service or supply, or the presence of the Company's property on the Customer's premises, unless due to willful default or neglect on the part of the Company.

25. Company Reserves the Right to Discontinue Supply.

- 25.1 The Company shall have the right, subject to any provision of Commission Rule 16 [170 IAC 4-1-16] to the contrary, to discontinue service without notice and remove any of its property from the Customer's premises without legal process, for any of the following reasons:
- a. To facilitate emergency repairs;
 - b. For want of supply of electric energy;
 - c. Where tampering or the fraudulent or unauthorized use of electricity is detected, or where the Company's regulating or measuring equipment or other facilities have been tampered with and the Company has reasonable grounds to believe the affected Customer is responsible for such use or tampering;
 - d. Where a condition dangerous or hazardous to life, physical safety or property exists; or
 - e. By order of any court, the Indiana Utility Regulatory Commission, or other duly authorized public authority.

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25. Company Reserves the Right to Discontinue Supply. (Continued)

- 25.2 The Company may discontinue service after fourteen (14) days prior written notice to a Customer for any of the following reasons:
- a. For nonpayment of a delinquent bill;
 - b. For violation of any Company Rule or an unsafe condition;
 - c. For breach of the service contract or line extension contract; or
 - d. For misrepresentation of facts upon which the Company was induced to render service.
- 25.3 If, for any reason, the Company has issued a notice of disconnection of service, but because of a medical postponement or bill payment extension agreement such service was not disconnected pursuant to such notice, the Company may disconnect such service without further notice, upon the expiration of such postponement or any breach of such extension agreement.
- 25.4 Such discontinuance, provided for in subsections 25.1, 25.2 or 25.3 above, shall not, however, invalidate any of the covenants of the contract or Company Rules; and the Company shall have the right to enforce any contract notwithstanding such discontinuance.

26. Bills, Payment of Bills.

26.1 Bill Due Dates:

- a. Electric service bills, including budget bills, are issued each month as net bills. The net amount, as indicated on the bill, is due and payable upon receipt. If payment of the net amount is not received by the Company or a duly authorized collection agent within seventeen (17) days after the bill is sent to the Customer, the bill is delinquent. The net amount plus the late payment charge then becomes due. If the bill remains unpaid at the next billing date, a bill with a disconnect notice will be sent to the Customer, requiring payment of the delinquent amount within fourteen (14) days of the date the notice was sent. If such payment is not received by the expiration of such fourteen (14) day period, service is thereafter subject to disconnection. Partial payments and payments on bills with disconnect notices will not be accepted by duly authorized collection agents. When the due date falls on Saturday, Sunday or any legal holiday, the first business day thereafter shall be the due date. Failure to receive a bill shall not entitle the Customer to the net bill if he fails to make payment within the said seventeen (17) day period, nor shall it affect the right of the Company to discontinue service as provided above.
- b. The Due Date Deferral Plan will be available to any Customer who meets the following conditions:

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26. Bills, Payment of Bills. (Continued)

26.1 Bill Due Dates. (Continued)

1. Who either receives a social agency, Social Security or pension check and who is not engaged in any full-time employment, including self-employment; and
2. Whose normal due date occurs either during the period from and including the 21st day of a particular calendar month through and including the 4th day of the following calendar month; and
3. Whose bill is in the Customer's own name and is served under a single-family residential rate. The service must be for the Customer's primary residence and of which residence the Customer is the head of the household.

If an eligible Customer's due date occurs as follows: (i) during the period from and including the 21st day of a particular calendar month through and including the last day of such calendar month, then Customer's due date may be extended to the 5th day of the next following calendar month, or (ii) during the period from and including the 1st day of a particular calendar month through and including the 4th day of such calendar month, then Customer's due date may be extended to the 5th day of the same calendar month. If such Customer fails to make payment of a net bill for any service covered by the Due Date Deferral Plan, the late payment charge shall be imposed. If such a Customer fails to make payment by the Deferred Due Date more than twice in a twelve (12) consecutive calendar month period, then such Customer shall not be eligible for the Due Date Deferral Plan for the following twelve (12) consecutive calendar month period.

26.2 If the Company is justified in discontinuing service to a Customer at one location, the Company shall have the right, subject to any provision of Commission Rule 16 [170 IAC 4-1-16] to the contrary, to transfer unpaid charges to the same Customer at any other location at which the Company is rendering service to such Customer, notwithstanding separate service contracts may be in effect for each location. Furthermore, the Company, upon fourteen (14) days advance written notice, shall have the right, subject to any provision of Commission Rule 16 [170 IAC 4-1-16] to the contrary, to discontinue its service to a Customer at any location to which the charges have been transferred because of such Customer's failure to pay such charges within the time prescribed in subsection 26.1 above.

26.3 All bill payments must be received in the office of the Company or by a bank duly authorized as a collection agent on or before the stated due dates to avoid late payment charges and interruption of service.

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26. Bills, Payment of Bills. (Continued)

- 26.4 When service is disconnected for nonpayment of a bill, or whenever for any reason beyond the control of the Company, except acts of God, a reconnection of service is required by any Customer, a minimum charge of forty-four dollars (\$44.00) will be made by the Company to cover the cost of reconnection of the service. If the service reconnect is at the pole or transformer, a minimum charge of seventy dollars (\$70.00) will be made to cover the cost of the reconnection of the service. If the Customer requests service reconnection after hours or Saturday, the charge will be sixty-four dollars (\$64.00). If the Customer requests service reconnection on Sundays, the charge will be sixty-three dollars (\$63.00). If the Customer requests service reconnection on Holidays, the charge will be one hundred and eighteen dollars (\$118.00). This charge together with any arrears due the Company, the disconnection charge and any service deposit required by the Company must be paid before the service is reconnected.
- 26.5 When a trip to the Customer's premises is necessary regarding an unpaid bill, either:
- a. A charge of seventeen dollars (\$17.00) will be made if the service is not disconnected and Customer is advised to contact the business office; or
 - b. A charge of twenty-two dollars (\$22.00) will be made if the service is disconnected at the meter. A charge of sixty-nine dollars (\$69.00) will be made if the service is disconnected at the pole or transformer.
- 26.51 When a trip to the Customer's premises is necessary regarding an unpaid Rate MU-1 or Rate APL bill:
- a. A minimum charge of twenty-two dollars (\$22.00) will be made for each control point disconnected. A control point may turn off a single light or series of lights; however, the Company will charge only for each control point disconnected to remove the affected light(s) from service.
 - b. A charge of forty-four dollars (\$44.00) will be made for each control point visited to reconnect lighting services that were disconnected for nonpayment of a bill.
- 26.6 When a Customer issues a check payment to the Company which is not honored by the bank, a charge of twenty dollars (\$20.00) will be billed to the Customer for each such dishonored check payment.
- 26.7 All bills involving a consideration of the Customer's demand shall show the demand and energy used, and any other modifying conditions, necessary in their calculation.

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26. Bills, Payment of Bills. (Continued)

26.8 When the Company detects fraudulent or unauthorized use of electricity, or the Company's regulation, measuring equipment or other service facilities have been tampered with, the Company may reasonably assume that the Customer or other user has benefited by such fraudulent or unauthorized use or such tampering and, therefore, is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and for the cost of field calls and the cost of effecting repairs necessitated by such use and/or tampering; provided, that the Company may make a minimum charge of sixty-four dollars (\$64.00) for the first and second occurrence for such field calls and repairs. On the third tampering occurrence, the Company may make a minimum charge of one hundred sixty-four dollars (\$164.00). Under such circumstances the Company may, subject to any provision of Commission Rule 16 [170 IAC 4-1-16] to the contrary, disconnect service without notice and the Company is not required to reconnect the service until a deposit and all the above enumerated charges are paid in full.

26.9 The Company may charge one dollar (\$1.00) when the Customer has submitted payment without the appropriate bill stub(s) for any three (3) or more months within the preceding twelve (12) months.

27. Estimated Bills.

27.1 An estimated bill may be issued when an actual meter reading cannot be obtained for any reasons permitted under Commission Rule 13(d) [170 IAC 4-1-13(d)]. Any difference between the estimated bill and the Customer's actual usage will be adjusted in accordance with the next meter reading.

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27. Estimated Bills. (Continued)

27.2 If a meter is tampered with or found not to register accurately for any period, the Company shall estimate the charges for service used by averaging the amounts registered on the meter over similar periods, preceding or subsequent thereto, or over corresponding periods in previous years.

28. Disconnection of Meter After Continued Non-Reading.

28.1 When the Company's agents are unable to have safe and reasonable access during the Company's normal business hours to any meter, for a continuous period of three (3) months, the Company may disconnect after fourteen (14) days written notice, until suitable arrangements can be made for the regular monthly reading of such meter.

29. Residential Service.

29.1 The term "Residential Service" includes service to:

- a. The separate dwelling units in an apartment house, but not the halls, basement or other portions of such building common to more than one such unit;
- b. The premises occupied as the living-quarters of five persons or less who unite to establish a common dwelling-place for their own personal comfort and convenience on a cost-sharing basis;
- c. The premises owned by a church, and primarily designated or set aside for, and actually occupied and used as, the dwelling-place of a priest, rabbi, pastor, rector, nun or other functioning Church Divine; or
- d. Private dwellings in which space is occasionally used for the conduct of business by a person residing therein.

29.2 The term does NOT include service to:

- a. Premises institutional in character including Master-Metered Apartments, Clubs, Fraternities, Orphanages or Homes;
- b. Premises defined as a rooming or boarding house in the Indianapolis Municipal Code, or hotels/motels; or
- c. The space in an apartment or other residential building primarily devoted to a professional or other office, studio or other gainful pursuit.

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29. Residential Service. (Continued)

29.3 In borderline cases, in which the principal use of energy will be for residential purposes, but it is desired to utilize a small amount of energy for non-residential purposes, such non-residential use will be permitted only when the equipment for such use is within the capacity of one 120 volt, 30 ampere branch circuit (or is less than 3000 watts capacity) and the non-residential consumption is less than the residential use on the premises. When the non-residential equipment exceeds the above stated maximum limit, the entire non-residential wiring must be separated from the residential wiring, so that it may be metered separately, and the non-residential load will be billed under the appropriate general service rate.

30. Service to Multiple Living Quarters.

30.1 Where electrical energy is supplied through one meter and billed to one Customer and serving two but not more than five separate living quarters, and when the entire use of the service is for residential purposes, the Customer shall, by written application to the Company, elect whether:

- a. The service will be classed as residential, in which case, for billing purposes, the blocks of the residential rate shall be multiplied by the number of living quarters served through the meter; or
- b. The service shall be classed as commercial, in which case, for billing purposes, the commercial rate shall be applied on the basis of a single Customer.

The election made by the Customer shall continue for a period of twelve (12) months and thereafter until the Customer shall notify the Company, in writing, of his election to have the selected classification of such service changed. Each such election subsequent to the initial election shall continue for a twelve (12) month period and thereafter until the Customer again notifies the Company, in writing, of his election to change his selection of the classification of such service.

This rule has no application to rooming houses, which will be served only under the general service rate.

31. Exclusive Supply of Installation Connected.

31.1 No other source of electric light or power supply shall be used by the Customer on the same installation in conjunction with the Company's supply. Exceptions to the above may be made for auxiliary power supply covered under special contract or for emergency generating units to be used only in the event of failure of Company's power supply and only through suitable switches to insure that the Customer's emergency generation is isolated from the Company's lines at all times.

32. Three Phase Service - Minimum Installation.

32.1 Three phase service will be supplied only where the Company has the lines available, but no connection will be made for less than five (5) horsepower, nor will the bill be based upon less than four (4) kilowatts.

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33. Determination of Customer's Demand.

- 33.1 The Customer's demand upon the Company's facilities will be determined by permanently installed meters of suitable design. Any demand resulting from unusual conditions, not conducive to practical or accurate metering, will be estimated and added, for billing purposes, to the measured demand.
- 33.2 When more than one demand meter is used to determine the Customer's demand upon the Company's facilities the kilowatts of demand that are used in computing the bill shall be based upon:
- a. The sum of the maximum demands of the several meters, without any consideration of their time of occurrence in the month, when the use of more than one meter is required by the Customer; or
 - b. The sum of the simultaneous demands of the several meters, as near as can be determined practically, when the use of more than one meter is required by the Company.
- 33.3 The Billing Demand applicable for all Customers using Firm Service shall be determined as is stated in the rate available for that service.
- 33.4 The Billing Demand applicable for Reserve, Auxiliary or Stand-by Service shall be determined as is stated in the rate available for that service.

34. Extension of Customer's Lines Beyond the Point of Supply.

- 34.1 All cost of extending the Customer's lines beyond the point of supply on his premises shall be at the expense of the Customer. Service will not be supplied to the Customer if any part of such extension is along or across any public highway, street or alley or across the property of any other person or corporation.
- 34.2 It is recognized that in some instances an industrial, commercial or institutional establishment operating as an integrated unit, extends to both sides of a street or streets and would comprise a single area were it not for the intervening street. In such case, the rule above (with respect to an extension along or across a public street) shall not apply, provided the Customer shall have made written request for and the Company shall have agreed in writing to supply such premises as an integrated unit. This exception is not to be construed to permit the extension of a line between two or more integrated but separate premises, or an extension of a Customer's line across or along a public street to supply two or more residential, commercial or other non-industrial premises.

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34. Extension of Customer's Lines Beyond the Point of Supply. (Continued)

34.3 In no case will the Company be responsible for the maintenance or safety of service lines extended beyond the point of supply regardless of the fact that they may be located on a public thoroughfare, nor will the Company assume any responsibility with respect to obtaining consent of Municipal, County or State authorities for the construction and location of such lines.

35. Voltage of Measurement and Billing.

35.1 All measurements will be done at the voltage stated in the rate, unless it is necessary and practical that the Company measure at some other voltage. All bills will be computed at the voltage stated in the rate.

36. Service Lines Installed by Customer.

36.1 Service lines (conductors and equipment for delivering energy, not to exceed 600 volts, from the electric supply system to the wiring system of the premises served) may be installed by a Customer subject to Company specifications and inspections. Customer must either submit a satisfactory design or plan to the Company or reimburse the Company for its design or plan before proceeding with any work. The Company may refuse to energize such line unless the same is adequately inspected by the Company. The Company has no responsibility or liability for any service lines installed by a Customer with respect to any property damage or personal injury directly or indirectly resulting from such line, notwithstanding an inspection thereof by the Company.

37. Cancellation of Prior Rules and Regulations.

37.1 These Company Rules are intended to and do supersede and cancel all former Rules and Regulations now on file with respect to the matters included herein.

Effective ~~March 31, 2016~~

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18
Canceling All
Previous Tariffs

INDIANAPOLIS POWER & LIGHT COMPANY

Rates, Rules and Regulations

for

Electric Service

Applicable to Entire Service Territory

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 1

LOCATIONS WHERE ELECTRIC SERVICE IS AVAILABLE

Indiana Cities, Towns and Unincorporated Communities

Beech Grove
Clermont
Cumberland
Indianapolis

Lawrence
Meridian Hills
Mooreville

Southport
Speedway
Warren Park

Indiana Counties

Boone
Hamilton
Hancock

Hendricks
Johnson
Marion

Morgan
Owen
Putnam
Shelby

This sheet is filed for information purposes only. It is not fully descriptive of the territory in which the Company renders or has the right to render public utility service, nor is it intended either to limit or enlarge upon the territorial or other conditions upon which any particular service is held out to the public.

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Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-18

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Original No. 10

RATE RS
RESIDENTIAL SERVICE

AVAILABILITY:

Available, exclusively for residential purposes, including electric water heating, to individual private dwellings and individually metered apartments. Not available, however, to master-metered apartments, clubs, fraternities, boarding or rooming houses, or hotels/motels. The water heating and/or space heating billing provision shall not apply where the water heating and/or space heating equipment does not conform to the general requirements set forth in the sections captioned "WATER HEATING SPECIFICATIONS" and "SPACE HEATING SPECIFICATIONS."

The following will not be served under this rate: (1) Single phase motors having an individual capacity in excess of five horsepower, except where Company's system conditions permit, and upon approval of the Company; and (2) welding equipment and other apparatus that in the opinion of the Company may cause objectionable voltage fluctuations.

This rate is available for residential service only. Water heating service may be separately metered and separately billed in accordance with the Company's applicable rate schedule. When electric energy is used on the same premises for other than residential purposes, such energy shall be separately metered and billed in accordance with the Company's approved rate schedule applicable thereto, except as provided for in Rule 29.3.

CHARACTER OF SERVICE:

Standard Characteristics: Three wire, single phase, sixty cycle alternating current ordinarily supplied at 120/240 volts.

The Company may, however, furnish three phase, four wire service, 120/240 volts, 120/208 volts, or 277/480 volts, if in its judgment, which shall be final, it would be more advantageous to both the Customer and the Company due to engineering, safety or other practical reasons. Residential service at 120/208 volts single phase will be available in those multi-family projects or geographic locations where this is the standard voltage established. Where line extensions are required, such extensions will be provided under the Company's standard conditions for line extension.

RATE:

The sum of the Customer Charge and Energy Charge shown hereafter plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

Customer Charge

For bills of 0-325 KWH per month	\$16.00 per month
For bills over 325 KWH per month	\$27.00 per month

Energy Charge

Any part of the first 500 KWH per month	10.4557¢ net per KWH
Over 500 KWH per month	8.3622¢ net per KWH
With electric heating and/or water heating over 1000 KWH per month	7.1019¢ net per KWH

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 11

RATE RS (Continued)

MINIMUM CHARGE PER MONTH:

The Customer Charge which is payable for each month that service is connected for the Customer's use.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 7	Employee Billing	see Page 159
No. 9	Net Metering	see Page 161
No. 13	Air Conditioning Load Management	see Page 165
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

WATER HEATING SPECIFICATIONS:

All water heaters shall be non-inductive storage type heaters having a minimum tank capacity of forty (40) gallons, and may be either the single or twin unit electric heating element type. If the heater has two elements, each heating element shall be separately controlled by an adjustable thermostat, and the thermostats shall be wired so that only one unit shall be energized at a time. One heating element shall be located near the bottom of the tank and the upper unit shall be located approximately one-fourth the distance down from the top of the tank.

The heating elements in all water heaters shall be limited in size to a maximum of 5500 watts.

The general specifications relating to the design, element size and operating characteristics of all water heaters connected to the Company's lines and the necessary electrical protection of the circuit furnishing water heating service under this schedule shall be subject to approval by the Company. All installations shall comply with all applicable State, County and Municipal laws, ordinances, rules and regulations.

Subject to the written approval of the Company, in special cases, and only when the elements are a maximum of 4500 watts, the capacity of the storage tank may be less than forty (40) gallons.

SPACE HEATING SPECIFICATIONS:

All electric heating units shall be permanently installed, shall be designed and wired for 208 or 240 volt electric service and shall be controlled by an approved thermostatic device causing minimum radio interference. The maximum wattage of any resistance heating unit or the wattage of a group of such units controlled by any one device, all of which may be energized at the same time, as well as all other aspects of the installation, shall be subject to approval by the Company, and shall be in accordance with approved electric heating standards for the best electric heating results. Approved central or individual space heating units, including heat pump installations, will be served under this rate.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

RATE RS (Continued)

SPACE HEATING SPECIFICATIONS: (Continued)

The Company may require inspection of any and all electric heating installations, by its representatives, to determine that the installations conform to these requirements.

Notwithstanding any provision for inspection and approval of any equipment by the Company contained herein, the Company does not thereby intend to warrant or guarantee, nor shall the Company be held responsible, either directly or indirectly, for the design, installation, operation, use or performance of any equipment used by the Customer.

MOTOR SPECIFICATIONS:

All electric motors used by the Customer shall conform to the Company's Standard Motor Specifications relating to rated voltage, starting current, power factor, etc.

TERM:

No definite term. However, all service is subject to the term of any contract for a line extension to the premises to be served.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 17

RATE UW
WATER HEATING -- UNCONTROLLED SERVICE

AVAILABILITY:

This Rate is closed and not available for service to new installations after the effective date of this tariff but remains in effect for current Customers. When new or upgraded facilities are required to maintain service to a Rate UW Customer, the Customer shall be removed from Rate UW and be required to take service under an appropriate general service tariff for which the Customer qualifies. Available for separately metered uncontrolled water heating service only, through a non-inductive heater, with resistance elements of either immersion or "wraparound" type, provided that the applicant is a user of the Company's electric service supplied under some other rate at the same location. Not available for seasonal or temporary service, resale, booster heaters or where the energy is to be used for space heating, either directly or indirectly through heat transfer or any combination of such systems.

CHARACTER OF SERVICE:

Single phase, sixty cycle alternating current, at a voltage of approximately 208 or 240 volts, or 208, 240, or 480 volts, three phase at the option of the Company.

SPECIFICATIONS AND CONDITIONS OF SERVICE:

All water heaters shall be non-inductive storage type heaters having a minimum capacity of forty (40) gallons, and shall be automatically controlled.

The maximum electrical capacity that shall be used at any one time shall not exceed 300 watts per gallon of heater tank capacity. All heating elements shall be controlled by adjustable thermostats, and, when service is furnished from the Company's general distribution system, the heating elements shall have such additional controls as may be required so that the energizing of the elements will be limited to steps not exceeding 20 kilowatts at any one time.

The general specifications relating to the design, element size and operating characteristics of all water heaters connected to the Company's lines and the necessary electrical protection of the circuits furnishing water heating service under this schedule shall be subject to approval by the Company.

If the Customer's water heating requirements necessitate two or more heaters, service will be furnished through a single metering installation under the provisions of this rate; provided that beyond the point of the service entrance equipment the circuit or circuits supplying the heaters shall not be contained in a conduit, cable or raceway with any other circuits.

Further, all installations shall comply with applicable State, County and Municipal laws, ordinances, rules and regulations.

RATE:

The sum of the Customer Charge and Energy Charge shown hereafter plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

<u>Customer Charge</u>	\$37.00 per month
<u>Energy Charge</u>	6.7615¢ net per KWH

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

RATE UW (Continued)

MINIMUM CHARGE PER MONTH:

The Customer Charge which is payable each month the service is connected for the Customer's use.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 9	Net Metering	see Page 161
No. 13	Air Conditioning Load Management Adjustment	see Page 165
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

RATE CW
WATER HEATING -- CONTROLLED SERVICE

AVAILABILITY:

This Rate is closed and not available for service to new installations after the effective date of this tariff but remains in effect for current Customers. When new or upgraded facilities are required to maintain service to a Rate CW Customer, the Customer shall be removed from Rate CW and be required to take service under an appropriate general service tariff for which the Customer qualifies. Available for separately metered domestic and other water heating service, through a non-inductive pressure type heater, with resistance elements of either immersion or "wrap-around" type; provided that the applicant is a user of the Company's electric service supplied under some other rate at the same location. Not available for booster heaters, or in any case if the energy is to be used for space heating, either directly or indirectly, or for any purpose other than water heating.

The Company shall have the right to install or place in operation time control equipment to regulate the operation of the water heater at any time demands on the Company's system or other conditions, in the judgment of the Company, require installation or operation of such devices. The off-service period or periods will not exceed an aggregate of six hours per day.

CHARACTER OF SERVICE:

Single phase, sixty cycle alternating current, at a voltage of approximately 208 or 240 volts, or 208, 240 or 480 volts three phase, at the option of the Company.

SPECIFICATIONS AND CONDITIONS OF SERVICE:

All water heaters shall be non-inductive storage type heaters having a minimum tank capacity of forty (40) gallons, and may be either the single or twin unit electric heating element type. If the heater has two elements, each heating element shall be separately controlled by an adjustable thermostat, and the thermostats shall be wired so that only one unit shall be energized at a time. One heating element shall be located near the bottom of the tank and the upper unit shall be located approximately one-fourth the distance down from the top of the tank.

The heating elements in all water heaters shall be limited in size to a maximum of 5500 watts each.

The general specifications relating to the design, element size and operating characteristics of all water heaters connected to the Company's lines and the necessary electrical protection of the circuit furnishing water heating service under this schedule shall be subject to approval by the Company. All installations shall comply with all applicable State, County and Municipal laws, ordinances, rules and regulations.

Subject to the written approval of the Company, in special cases, and only when the elements are a maximum of 4500 watts, the capacity of the storage tank may be less than forty (40) gallons.

The necessary time control equipment, if installed or placed in operation, will be owned, operated, maintained and sealed by the Company.

If the Customer's water heating requirements necessitate two heaters of the type described in this rate, service will be provided for the two heaters through a single metering installation under the provisions of this rate; provided that beyond the point of the service entrance, the circuit or circuits supplying the heaters shall not be contained in a conduit, cable or raceway with any other circuits. If the number of heaters required exceeds two, but the requirements of this rate are otherwise met, service will be furnished only upon special written approval of the Company.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

RATE CW (Continued)

RATE:

The sum of the Customer Charge and Energy Charge shown hereafter plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

<u>Customer Charge</u>	\$18.50 per month
<u>Energy Charge</u>	5.8875¢ net per KWH

MINIMUM CHARGE PER MONTH:

The Customer Charge which is payable each month the service is connected for the Customer's use.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 9	Net Metering	see Page 161
No. 13	Air Conditioning Load Management Adjustment	see Page 165
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 31

RATE SS
SECONDARY SERVICE (SMALL)

AVAILABILITY:

Available for general service - lighting and/or power. Available only to the ultimate consumer of the energy; not for resale. Not available for stand-by or auxiliary service. Customers requiring in excess of 75 KW demand will be served only under special agreement, setting out the minimum monthly service charge.

CHARACTER OF SERVICE:

Sixty cycle alternating current measured and delivered at 120 volts single phase two wire, 120/240 volts single phase three wire, 120/240 volts three phase four wire, 120/208 volts single phase three wire, 120/208 volts three phase four wire or 277/480 volts three phase four wire; however, Company may deliver and measure energy three phase, at standard primary voltage, (4160 volts or 13,200 volts) if in its judgment, it is more advantageous to both the Customer and the Company from the standpoint of engineering or other practical considerations. If energy is delivered and metered at primary voltage, three and one-half percent (3.5%) will be deducted from KWH consumed for billing purposes. No discount will be allowed where any part of the energy is utilized at primary voltage.

RATE:

The sum of the Customer Charge and Energy Charge shown hereafter plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

Customer Charge

For bills of 0-5000 KWH/mo.	\$40.00 per month
For bills over 5000 KWH/mo.	\$55.00 per month

Energy Charge

First 5000 KWH per month	10.4635¢ net per KWH
Over 5000 KWH per month	8.9935¢ net per KWH

MINIMUM CHARGE PER MONTH:

The Customer Charge which is payable for each month that service is connected for the Customer's use.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 4	Additional Charges for Transformers and Other Facilities Furnished By Company to Customer	see Page 154
No. 5	Short Term Service	see Page 156
No. 6	Fuel Cost Adjustment	see Page 157
No. 9	Net Metering	see Page 161
No. 13	Air Conditioning Load Management Adjustment	see Page 165
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 32

RATE SS (Continued)

STANDARD CONTRACT RIDERS APPLICABLE: (Continued)

No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

TERM:

Standard three year term or short term or temporary service. However, all contracts are subject to the term of any contract for a line extension to the premises under consideration.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 33

RATE SH
SECONDARY SERVICE - ELECTRIC SPACE CONDITIONING
SEPARATELY METERED

AVAILABILITY:

Available in the entire area served for non-residential separately metered electric space heating or combined electric space heating, air cooling and/or water heating, subject to the conditions hereinafter set forth.

Permanently installed electric equipment to cool the same area served by the electric space heating equipment may be connected to the space heating circuit provided adequate controls are installed and in operation so that only the space heating equipment or the space cooling equipment operates at any one time; and, provided further, that the electric space heating load is equal to or greater than the space cooling load. Electric water heaters which conform to the applicable requirements set out in the Company's Rate CW and UW may also be connected to the space heating circuit and billed under this rate. Neither the lighting load nor any other equipment than that described above may be connected to the space heating circuit.

The electric space heating and cooling installation shall be for the sole purpose of contributing to the personal comfort or health of the occupants of the premises. In no case may energy supplied and billed under this rate be used for manufacturing or product processing purposes. The latter service and all other power and lighting service will be supplied directly to the Customer and will be separately metered and billed at the rate applicable; provided, however, that all electric service to Elementary Schools, Junior High Schools, and High Schools, otherwise meeting the conditions and requirements of this rate, may be single metered and billed under sub-paragraph (2) of the section below captioned "RATE."

This rate is not available for temporary, periodic or seasonal service, or where the heating installation does not conform to the general requirements set forth in the section hereof captioned "SPACE HEATING SPECIFICATIONS."

CHARACTER OF SERVICE:

Sixty cycle alternating current, measured and delivered at 120/240 volts single phase three wire, 120/240 volts three phase four wire, 120/208 volts single phase three wire, 120/208 volts three phase four wire, 277/480 volts three phase four wire; however, Company may deliver and measure energy three phase, at standard primary voltage (4160 volts or 13,200 volts) if in its judgment it is more advantageous to both the Customer and the Company from an engineering or other practical consideration. If energy is delivered and metered at primary voltage, three and one-half percent (3.5%) will be deducted from KWH consumed for billing purposes. No discount will be allowed where any part of the energy is utilized at primary voltage.

RATE:

(1) As to any and all Customers qualifying under the "Availability" clause for separately metered space heating or combined space heating, air cooling and/or water heating, the following:

The sum of the Customer Charge and Energy Charge shown hereafter plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

<u>Customer Charge</u>	\$55.00 per month
<u>Energy Charge</u>	10.0136¢ net per KWH

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 34

RATE SH (Continued)

RATE: (Continued)

- (2) In the case only of Elementary Schools, Junior High Schools and High Schools qualifying under the "Availability" clause, but with the additional qualification that electricity is used to the exclusion of any other source of energy for space heating and air cooling in the structure or structures or addition to the structure or structures on the premises and where all of the electric energy requirements are single metered, except that electric water heating may be separately metered and billed on the rate applicable, thereto the following:

The sum of the Customer Charge and Energy Charge shown hereafter plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

Customer Charge \$55.00 per month

Energy Charge

The KWH determined by multiplying the KW connected lighting load by an average burning time of 155 hours per month shall be billed as follows:

Any part of the first 5000 KWH per month	12.0607¢ net per KWH
All over 5000 KWH per month	10.5907¢ net per KWH
All KWH in excess of 155 times the connected KW lighting load	9.2007¢ net per KWH

MINIMUM CHARGE PER MONTH:

For bills computed under (1) above: The Customer Charge which is payable for each month that service is connected for the Customer's use.

For bills computed under (2) above: The minimum charge shall be the Customer Charge plus the Energy and Demand Charges for 155 hours use of the connected lighting load, except for the billing periods of July through September when the minimum charge shall be the Customer Charge.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 9	Net Metering	see Page 161
No. 13	Air Conditioning Load Management Adjustment	see Page 165
No. 15	Load Displacement	see Page 171
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

RATE SH (Continued)

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

SPACE HEATING SPECIFICATIONS:

All electric heating units shall be permanently installed, and shall be controlled by an approved thermostatic device causing minimum radio interference.

All heating installations shall be of a type acceptable to the Company, and should be in accordance with approved electric heating standards for the best electric heating results. Approved central or individual space heating units, including heat pump installations, will be served under this rate.

The Company may require inspection of any and all electric heating installations, by its representatives, to determine that the installations conform to these requirements.

Notwithstanding any provision for inspection and approval of any equipment by the Company contained herein, the Company does not thereby intend to warrant or guarantee, nor shall the Company be held responsible, either directly or indirectly, for the design, installation, operation, use or performance of any equipment used by the Customer.

MOTOR SPECIFICATIONS:

All electric motors used by the Customer shall conform to the Company's Standard Motor Specifications relating to rated voltage, starting current, power factor, etc.

TERM:

No definite term. However, all service is subject to the term of any contract for a line extension to the premises to be served.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

RATE OES
OFF-PEAK ENERGY STORAGE
SEPARATELY METERED

AVAILABILITY:

Available for non-residential separately metered Electric Energy Storage Service, subject to the conditions hereinafter set forth.

Electric Energy Storage Service is defined as any electric equipment/process, the sole function of which is to consume electrical energy off-peak to be:

- 1) used for thermal (heating/cooling) conditioning Off-Peak; and/or,
- 2) stored for all uses On-Peak.

In no case may energy supplied and billed under this rate be used for off-peak manufacturing, product processing, lighting, or any non-thermal conditioning purposes.

This rate is intended for year-round application; seasonal disconnect is not permitted. This rate is not available for any equipment/process that has been a part of a Demand-Side Management or other Company program for which an incentive or other benefit has been received.

CHARACTER OF SERVICE:

Sixty cycle alternating current measured and delivered at 120 volts single phase two wire, 120/240 volts single phase three wire, 120/240 volts three phase four wire, 120/208 volts single phase three wire, 120/208 volts three phase four wire or 277/480 volts three phase four wire; however, Company may deliver and measure energy three phase, at standard primary voltage, (4160 volts or 13,200 volts) if in its judgment, it is more advantageous to both the Customer and the Company from the standpoint of engineering or other practical considerations. If energy is delivered and metered at primary voltage, three and one-half percent (3.5%) will be deducted from KWH consumed for billing purposes. No discount will be allowed where any part of the energy is utilized at primary voltage.

RATE:

The sum of the Customer Charge and Energy Charge shown hereafter plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

<u>Customer Charge</u>		\$82.00 per month
<u>Energy Charge</u>	Off-Peak Period:	2.50¢ net per KWH
	On-Peak Period:	10.00¢ net per KWH

where, the Off-peak period is defined as all hours between 10 p.m. and 6 a.m. weekdays, and all hours on Saturday, Sunday and holidays. All other hours are considered to be On-peak.

MINIMUM CHARGE PER MONTH:

The Customer Charge which is payable for each month that service is connected for the Customer's use.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 41

RATE OES (Continued)

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 4	Additional Charges for Transformers and Other Facilities Furnished by Company to Customer	see Page 154
No. 6	Fuel Cost Adjustment	see Page 157
No. 9	Net Metering	see Page 161
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

ENERGY STORAGE EQUIPMENT SPECIFICATIONS:

All energy storage installations shall be permanently installed, shall be of a type acceptable to the Company, and shall be in accordance with all applicable standards and codes.

The Company may inspect any and all energy storage installations to determine the installations conform to these requirements.

Notwithstanding any provision for inspection and approval of any equipment by the Company contained herein, the Company does not warrant or guarantee, nor shall the Company be held responsible, either directly or indirectly, for the design, installation, operation, use or performance of any equipment used by the Customer.

TERM:

Standard three year term.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

RATE SL
SECONDARY SERVICE (LARGE)

AVAILABILITY:

Available to any alternating current Customer for lighting and/or power service who will contract for not less than fifty (50) kilowatts of demand.

CHARACTER OF SERVICE:

Sixty cycle alternating current energy, ordinarily delivered and measured at 120/240 volts single phase three wire, 120/240 volts three phase four wire, 120/208 volts three phase four wire or 277/480 volts three phase four wire, which voltage will be designated by the Company, and through a single metering installation. If the Company, at its option, measures all the energy at the primary side of the transformers (4,160 volts or 13,200 volts), the following deductions will be made in the meter readings: Two and one-half percent (2.5%) will be deducted from the KW of demand established by the Customer during the month and two and one-half percent (2.5%) will be deducted from the KWH consumed. No discount will be allowed where any part of energy is utilized at primary voltage.

TRANSFORMER OWNERSHIP:

All transformers and supplementary equipment will be owned, installed, operated and maintained by the Company. No discount will be allowed for Customer ownership of transformation facilities.

RATE:

The Customer Charge; plus the sum of the Demand Charge and the Energy Charge adjusted according to the "Power Factor" clause shown hereafter; plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

<u>Customer Charge</u>	\$120.00
<u>Demand Charge</u> All KW of billing demand per month @	\$22.58 net per KW
<u>Energy Charge</u>	3.7018¢ net per KWH

DETERMINATION OF BILLING DEMAND:

The billing demand shall be the average of the three (3) highest fifteen (15) minute interval demands, expressed in kilowatts, established by the Customer during the billing month under consideration, but not less than sixty percent (60%) of the highest billing demand that has been established in any of the immediately preceding eleven (11) months, and in no case upon less than fifty (50) kilowatts.

POWER FACTOR:

The Customer's bill will be adjusted by multiplying the sum of the demand and energy charges by the multiplier set out in the table below whenever the average monthly power factor of his operation varies from eighty-five percent (85%) lagging, as determined by suitable instruments connected at the point where the energy and the demand are measured for billing purposes. In determining the average power factor for the month, no credit will be given for leading power factor. Any equipment installed to control or to correct the power factor shall be of such design, and it shall be so controlled and operated at all times, that its use will not create any undesirable operating characteristics (including voltage rise) in the supply circuits, beyond the limits of good practice.

Effective

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 51

RATE SL (Continued)

POWER FACTOR: (Continued)

<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>
1.00	.951	.87	.9919	.74	1.0563	.61	1.1661
.99	.9535	.86	.9958	.73	1.0627	.60	1.1785
.98	.9562	.85	1.0000	.72	1.0694	.59	1.1897
.97	.9590	.84	1.0041	.71	1.0764	.58	1.2025
.96	.9618	.83	1.0085	.70	1.0835	.57	1.2159
.95	.965	.82	1.0131	.69	1.0913	.56	1.2300
.94	.9677	.81	1.0178	.68	1.0992	.55	1.2455
.93	.9709	.80	1.0230	.67	1.1075	.54	1.2607
.92	.9741	.79	1.0277	.66	1.1161	.53	1.2773
.91	.9774	.78	1.0330	.65	1.1255	.52	1.2950
.90	.981	.77	1.0386	.64	1.1347	.51	1.3136
.89	.9844	.76	1.0442	.63	1.1447	.50	1.3335
.88	.9881	.75	1.0500	.62	1.1551		

MINIMUM CHARGE PER MONTH:

The sum of the Customer Charge and Demand Charge, which is to be in no case for less than fifty (50) kilowatts.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 2	Stand-by Service	see Page 152
No. 4	Additional Charges for Transformers and Other Facilities Furnished by Company to Customer	see Page 154
No. 5	Short Term Service	see Page 156
No. 6	Fuel Cost Adjustment	see Page 157
No. 8	Off-Peak Service	see Page 160
No. 9	Net Metering	see Page 161
No. 13	Air Conditioning Load Management Adjustment	see Page 165
No. 15	Load Displacement	see Page 171
No. 17	Curtailement Energy	see Page 175
No. 18	Curtailement Energy II	see Page 178
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 23	Market Based Demand Response Rider	see Page 179.6
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

RATE SL (Continued)

STANDARD TERM:

Three years.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

RATE PL
PRIMARY SERVICE (LARGE)

AVAILABILITY:

Available for power and lighting delivered at primary distribution voltage. Minimum contract five hundred (500) kilowatts of demand. Not for resale.

CHARACTER OF SERVICE:

Standard Characteristics: Three phase, sixty cycle alternating current supplied from overhead lines through transformers and other substation equipment owned by the Company, delivered at one point on Customer's premises, and at primary distribution voltage, approximately 4,160 or 13,200 volts. All distribution transformers, lines and other equipment on the Customer's side of the point of delivery shall be installed, owned, operated and maintained by the Customer.

Non-Standard Characteristics: If the Customer desires service necessitating transformers (including circuit breakers, supporting structure and supplementary equipment) which do not conform to the standard of the Company as to design, voltage ratio or capacity; or if the Customer desires the exclusive use and/or control of the transformers of standard or non-standard characteristics, energy will be delivered in either case at the high tension side of such transformers, which, however, shall be installed, owned, operated and maintained by the Customer.

Demand and energy measurements may be made at either the high tension (input) or low tension (load) side of the transformers, but, if measured at the high tension side, will be adjusted before billing by the deduction of one-half percent (½%), so that they will be equivalent to measurement at a standard primary distribution voltage, approximately 4,160 or 13,200 volts. The Company, for engineering or other practical reasons, may at its option supply and measure service at sub-transmission voltage.

RATE:

The Customer Charge; plus the sum of the Demand Charge and the Energy Charge adjusted according to the "Power Factor" clause shown hereafter; plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

<u>Customer Charge</u>	\$120.00
<u>Demand Charge</u> All KW of billing demand per month @	\$24.61 net per KW
<u>Energy Charge</u>	3.6199¢ net per KWH

Effective

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-18

RATE PL (Continued)

DETERMINATION OF BILLING DEMAND:

The billing demand shall be determined as being the average of the three (3) highest fifteen (15) minute interval demands, expressed in kilowatts, established by the Customer during the billing month under consideration but with the further provision that the demand charge shall be based upon not less than sixty percent (60%) of the highest billing demand that has been established in any of the immediately preceding eleven (11) months, and in no case upon less than five hundred (500) kilowatts.

MINIMUM CHARGE PER MONTH:

The sum of the Customer Charge and Demand Charge, which is to be in no case for less than five hundred (500) kilowatts.

POWER FACTOR:

The Customer's bill will be adjusted by multiplying the sum of the demand and energy charges by the multiplier set out in the table below whenever the average monthly power factor of his operation varies from eighty-five percent (85%) lagging, as determined by suitable instruments connected at the point where the energy and the demand are measured for billing purposes. In determining the average power factor for the month, no credit will be given for leading power factor. Any equipment installed to control or to correct the power factor shall be of such design, and it shall be so controlled and operated at all times, that its use will not create any undesirable operating characteristics (including voltage rise) in the supply circuits, beyond the limits of good practice.

<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>
1.00	.951	.87	.9919	.74	1.0563	.61	1.1661
.99	.9535	.86	.9958	.73	1.0627	.60	1.1785
.98	.9562	.85	1.0000	.72	1.0694	.59	1.1897
.97	.9590	.84	1.0041	.71	1.0764	.58	1.2025
.96	.9618	.83	1.0085	.70	1.0835	.57	1.2159
.95	.965	.82	1.0131	.69	1.0913	.56	1.2300
.94	.9677	.81	1.0178	.68	1.0992	.55	1.2455
.93	.9709	.80	1.0230	.67	1.1075	.54	1.2607
.92	.9741	.79	1.0277	.66	1.1161	.53	1.2773
.91	.9774	.78	1.0330	.65	1.1255	.52	1.2950
.90	.981	.77	1.0386	.64	1.1347	.51	1.3136
.89	.9844	.76	1.0442	.63	1.1447	.50	1.3335
.88	.9881	.75	1.0500	.62	1.1551		

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

RATE PL (Continued)

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 2	Stand-by Service	see Page 152
No. 4	Additional Charges for Transformers and Other Facilities Furnished by Company to Customer	see Page 154
No. 5	Short Term Service	see Page 156
No. 6	Fuel Cost Adjustment	see Page 157
No. 8	Off-Peak Service	see Page 160
No. 9	Net Metering	see Page 161
No. 13	Air Conditioning Load Management Adjustment	see Page 165
No. 14	Interruptible Power	see Page 166
No. 15	Load Displacement	see Page 171
No. 17	Curtailed Energy	see Page 175
No. 18	Curtailed Energy II	see Page 178
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 23	Market Based Demand Response Rider	see Page 179.6
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

STANDARD TERM:

Three years.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

RATE PH
PROCESS HEATING

AVAILABILITY:

Available, subject to a minimum contract of one hundred (100) kilowatts of demand, for Process Heating when used for manufacturing purposes only and service is supplied from the overhead distribution system. All other lighting, space heating and power will be measured and billed separately under the rate appropriate for that service.

MEASUREMENT:

Energy will be delivered and measured in the form of three phase, sixty cycle alternating current at 120/240 volts, 120/208 volts or 277/480 volts and ordinarily at the primary side of any auxiliary transformers used in connection with the Customer's industrial heating equipment.

In case these quantities are measured at primary distribution voltage (4,160 or 13,200 volts) or at subtransmission voltage (34,500 volts), three and one-half percent (3.5%) will be deducted from the measured KWH and three percent (3%) will be deducted from the measured KW demand before billing. The service voltage will be specified by the Company.

RATE:

The Customer Charge; plus the Energy Charge adjusted according to the "Power Factor" clause shown hereafter; plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

<u>Customer Charge</u>	\$1,250.00
<u>Energy Charge</u>	
Any part of the first 250 hours use of the billing demand per month	@ 8.3540¢ net per KWH
All additional energy	@ 6.8540¢ net per KWH

DETERMINATION OF BILLING DEMAND:

The billing demand shall be the average of the three (3) highest fifteen (15) minute interval demands, expressed in kilowatts, occurring during the billing month under consideration and in no event less than sixty percent (60%) of the highest billing demand used in any of the preceding eleven (11) months, nor less than one hundred (100) kilowatts.

POWER FACTOR:

The Customer's bill will be adjusted by multiplying the energy charge by the multiplier set out in the table below whenever the average monthly power factor of his operation varies from eighty-five percent (85%) lagging, as determined by suitable instruments connected at the point where the energy and the demand are measured for billing purposes. In determining the average power factor for the month, no credit will be given for leading power factor. Any equipment installed to control or to correct the power factor shall be of such design, and it shall be so controlled and operated at all times, that its use will not create any undesirable operating characteristics (including voltage rise) in the supply circuits, beyond the limits of good practice.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 57

RATE PH (Continued)

POWER FACTOR: (Continued)

<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>
1.00	.951	.87	.9919	.74	1.0563	.61	1.1661
.99	.9535	.86	.9958	.73	1.0627	.60	1.1785
.98	.9562	.85	1.0000	.72	1.0694	.59	1.1897
.97	.9590	.84	1.0041	.71	1.0764	.58	1.2025
.96	.9618	.83	1.0085	.70	1.0835	.57	1.2159
.95	.965	.82	1.0131	.69	1.0913	.56	1.2300
.94	.9677	.81	1.0178	.68	1.0992	.55	1.2455
.93	.9709	.80	1.0230	.67	1.1075	.54	1.2607
.92	.9741	.79	1.0277	.66	1.1161	.53	1.2773
.91	.9774	.78	1.0330	.65	1.1255	.52	1.2950
.90	.981	.77	1.0386	.64	1.1347	.51	1.3136
.89	.9844	.76	1.0442	.63	1.1447	.50	1.3335
.88	.9881	.75	1.0500	.62	1.1551		

MINIMUM CHARGE PER MONTH:

The sum of the Customer Charge and the computed charge for 120 hours use of the billing demand.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 8	Off-Peak Service	see Page 160
No. 9	Net Metering	see Page 161
No. 13	Air Conditioning Load Management Adjustment	see Page 165
No. 17	Curtailement Energy	see Page 175
No. 18	Curtailement Energy II	see Page 178
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 23	Market Based Demand Response Rider	see Page 179.6
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

STANDARD TERM:

Three years.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

RATE HL
PRIMARY DISTRIBUTION, SUB-TRANSMISSION AND TRANSMISSION VOLTAGES

AVAILABILITY:

Available for power and lighting service at standard primary distribution, sub-transmission, or transmission line voltages. Delivery voltage to be determined by the Company. Minimum contract two thousand (2,000) kilowatts of demand. Not for resale.

CHARACTER OF SERVICE:

Standard Characteristics: Three phase, sixty cycle alternating current, delivered and metered at one point on Customer's premises, at primary distribution voltage (approximately 4,160 or 13,200 volts), sub-transmission voltage (approximately 34,500 volts), or transmission voltage (approximately 138,000 or 345,000 volts). All distribution transformers, lines and other equipment on the Customer's side of the point of delivery shall be installed, owned, operated and maintained by the Customer.

Non-Standard Characteristics: If the Customer desires service necessitating transformers (including circuit breakers, supporting structure and supplementary equipment) which do not conform to the standards of the Company as to design, voltage ratio or capacity, or if the Customer desires the exclusive use and/or control of the transformers (whether standard or non-standard), such transformers shall be installed, owned, operated and maintained by the Customer, and the point of delivery in either case shall be at the high voltage side of the transformers.

LOW-LOAD FACTOR SERVICE:

Any existing transmission voltage customer with an annual average billing load factor less than 15 percent during the preceding 12 months, will be charged the low-load factor transmission rate. The annual average billing load factor shall be calculated by dividing the preceding 12-month total billed KWH of usage by the number of hours in the preceding billing year, and then dividing that total by the highest monthly KW of billing demand for the preceding year.

RATE:

The Customer Charge; plus the sum of the Demand Charge and the Energy Charge adjusted according to the "Power Factor" clause shown hereafter; plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

Customer Charge

For service at primary distribution voltage	\$135.00
For service at sub-transmission voltage	\$215.00
For service at transmission voltage	\$500.00
For low-load factor service at transmission voltage	\$500.00

Demand Charge

For service at primary distribution voltage (4,160 or 13,200 volts) All KW of billing demand per month @	\$24.61 net per KW
For service at sub-transmission voltage (34,500 volts) All KW of billing demand per month @	\$22.82 net per KW
For service at transmission voltage (138,000 or 345,000 volts) All KW of billing demand per month @	\$22.27 net per KW

Demand Charge (Continued)

For low-load factor service at transmission voltage (138,000 or 345,000 volts)
 All KW of billing demand per month @ \$14.48 net per KW

Energy Charge

For service at primary distribution voltage	3.5880¢ net per KWH
For service at sub-transmission voltage	3.5702¢ net per KWH
For service at transmission voltage	3.5306¢ net per KWH
For low-load factor service at transmission voltage	4.9474¢ net per KWH

DETERMINATION OF BILLING DEMAND:

The billing demand shall be the average of the three (3) highest fifteen (15) minute interval demands, expressed in kilowatts, established by the Customer during the billing month under consideration, but not less than seventy-five percent (75%) of the highest billing demand that has been established in any of the immediately preceding eleven (11) months, and in no case less than two thousand (2,000) kilowatts.

POWER FACTOR:

The Customer's bill will be adjusted by multiplying the sum of the demand and energy charges by the multiplier set out in the table below whenever the average monthly power factor of his operation varies from eighty-five percent (85%) lagging, as determined by suitable instruments connected at the point where the energy and the demand are measured for billing purposes. In determining the average power factor for the month, no credit will be given for leading power factor. Any equipment installed to control or to correct the power factor shall be of such design, and it shall be so controlled and operated at all times, that its use will not create any undesirable operating characteristics (including voltage rise) in the supply circuits, beyond the limits of good practice.

<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>	<u>POWER FACTOR</u>	<u>MULTI-PLIER</u>
1.00	.951	.87	.9919	.74	1.0563	.61	1.1661
.99	.9535	.86	.9958	.73	1.0627	.60	1.1785
.98	.9562	.85	1.0000	.72	1.0694	.59	1.1897
.97	.9590	.84	1.0041	.71	1.0764	.58	1.2025
.96	.9618	.83	1.0085	.70	1.0835	.57	1.2159
.95	.965	.82	1.0131	.69	1.0913	.56	1.2300
.94	.9677	.81	1.0178	.68	1.0992	.55	1.2455
.93	.9709	.80	1.0230	.67	1.1075	.54	1.2607
.92	.9741	.79	1.0277	.66	1.1161	.53	1.2773
.91	.9774	.78	1.0330	.65	1.1255	.52	1.2950
.90	.981	.77	1.0386	.64	1.1347	.51	1.3136
.89	.9844	.76	1.0442	.63	1.1447	.50	1.3335
.88	.9881	.75	1.0500	.62	1.1551		

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

RATE HL (Continued)

MINIMUM CHARGE PER MONTH:

The sum of the Customer Charge and Demand Charge, which is to be in no case for less than two thousand (2,000) kilowatts.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 4	Additional Charges for Transformers and Other Facilities Furnished by Company to Customer	see Page 154
No. 6	Fuel Cost Adjustment	see Page 157
No. 8	Off-Peak Service	see Page 160
No. 9	Net Metering	see Page 161
No. 13	Air Conditioning Load Management Adjustment	see Page 165
No. 14	Interruptible Power	see Page 166
No. 15	Load Displacement	see Page 171
No. 17	Curtailed Energy	see Page 175
No. 18	Curtailed Energy II	see Page 178
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 23	Market Based Demand Response Rider	see Page 179.6
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

STANDARD TERM:

Five years.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 61

RATE CSC
CUSTOMER SPECIFIC CONTRACTS

PURPOSE:

To provide an appropriate response to non-standard or specialized Customer requests for electric services and/or meet competitive forces in the energy services markets in a manner that satisfies the needs of participating Customers while balancing the interests of the participating Customer, the non-participating Customers, and the Company.

AVAILABILITY:

Any Customer with a minimum contract demand of 2000 kilowatts, not for resale, can be considered for a Rate CSC, Customer Specific Contract, upon written application to the Company if one or more of the following conditions is shown to exist:

- 1) The Customer desires non-standard electric service for new or existing load;
- 2) The Customer desires specialized electric service for new or existing load;
- 3) The Customer has potential new load which will not materialize at the Company's standard tariff rates; and/or
- 4) The Customer intends to utilize a source other than the Company for electric service for new or existing load absent service under this rate by showing:
 - (a) The Customer has a competitive alternative to the Company's standard tariff rates; and
 - (b) The comparative economics, including but not limited to availability of capital, environmental impacts, and assessment of risk, of the alternative over the Company's standard tariff rates are material; and
 - (c) The alternative is demonstrated to be technologically feasible and legally permissible; and
 - (d) The Customer has taken substantial steps to fairly evaluate the alternative sufficient to establish the Customer's actual ability to utilize the alternative within a reasonable period of time.

Upon receipt of the Customer's written application, and such further information as the Company may require, the Company and the applying Customer may, at the sole discretion of either party, commence negotiation of rates, terms, and conditions of service under this tariff. If the parties reach a mutually acceptable agreement, it shall be reduced to writing and submitted to the Engineering Department of the Commission for approval pursuant to I.C. 8-1-2-24; 25. Such submission shall include, but not be limited to:

- A) Full disclosure of all rates, terms and conditions of service and any and all agreements related thereto;
- B) Evidence received by the Company showing the Customer's satisfaction of the condition(s) set forth above as 1 through 4 (a-d); and

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 62

RATE CSC (Continued)

AVAILABILITY: (Continued):

- C) An analysis demonstrating that the compensation to be received under the contract during its term shall exceed the incremental cost to the Company from performance under the contract.

CHARACTER OF SERVICE:

Three phase, sixty cycle alternating current unless otherwise specified.

RATE:

All charges for service under this rate shall be the charges contained in the contract between the Company and the Customer.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 4	Additional Charges for Transformers and Other Facilities Furnished by Company to Customer	see Page 154
No. 6	Fuel Cost Adjustment	see Page 157
No. 8	Off-Peak Service	see Page 160
No. 9	Net Metering	see Page 161
No. 14	Interruptible Power	see Page 166
No. 15	Load Displacement	see Page 171
No. 17	Curtailed Energy	see Page 175
No. 18	Curtailed Energy II	see Page 178
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

CONTRACT TERMS:

The duration of the contract, and the terms and conditions of service shall be those contained in the contract between the Company and the Customer.

CONFIDENTIALITY:

Upon request of the Company or the Customer, upon good cause shown by affidavit, all terms and conditions of any contract under this tariff, and any information contained in the submission set forth above at A) through C), shall be protected from disclosure as confidential, proprietary trade secrets pursuant to I.C. 8-1-2-29 and I.C. 5-14-3.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 90

RATE MU-1 (VINTAGE)
MUNICIPAL LIGHTING AND OTHER DEVICES

APPLICABILITY:

For Street and Traffic Lighting of public streets, parkways, improved alleys, boulevards, drives, bridges, parking areas, or other public places by Cities or Towns, associations and other than incorporated municipalities; and lighting of public parks, drives, bridges, parking areas or other public places by only Cities or Towns where there is a prospect that the capital expenditure is warranted. The capital expenditure will be warranted if the amount of revenue received in sixty (60) months exceeds the estimated cost of installation for the lights as calculated by the Company. If the 60-month revenue does not exceed the cost of installation, the Customer must pay two and one-half (2½) times the difference of the cost of installation and the 60-month revenue prior to installation of the lighting. The terms, prices and provisions of this rate schedule shall be applicable to a consolidated city of the first class only to the extent not inconsistent with the specifications, terms, prices and provisions in contracts which may be entered into by such city pursuant to I.C. § 36-9-9-1, et. seq.

This rate is also available to municipalities for other municipal devices used for public purposes.

Rate MU-1 Vintage is no longer available for new installations after March 31, 2016. Specific rates on the Rate MU-1 Vintage tariff marked with a double asterisk (**) remain in effect for existing installations until the Company can no longer repair or support maintenance requirements for that particular light. IPL will support these high intensity discharge (HID) lighting offerings for as long as the technology is available.

The National Energy Policy Act of 2005 requires that Mercury Vapor (MV) lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing MV lamp installations in accordance with this tariff.

The Energy Independence and Security Act of 2007 mandated pulse start ballasts; therefore standard ballast Metal Halide (MH) lamps are no longer offered for new construction. To the extent that the Company has the necessary materials, the Company will continue to maintain existing MH lamp installations in accordance with this tariff.

CHARACTER OF SERVICE:

- a) Flat Rate Street Lighting Service:
 - (1) Company to furnish, erect and maintain the necessary lamps, fixtures, poles, wiring, etc., and to operate them on a lighting schedule approximately 4000 hours per year.
 - (2) Company to operate Customer-owned equipment on a lighting schedule approximately 4000 hours per year.
- b) Flat Rate Service for Traffic Signals, Safety Lighting Fixtures and/or Other Municipal Devices:

Optional flat rate unmetered service for the supply of energy only, 24 hours per day or less at the option of the Customer, for traffic signals, safety lighting fixtures and/or Other Municipal Devices. All equipment including fixtures, supporting structures and electrical apparatus that is beyond the point of supply to be owned, operated and maintained by the Customer. This service will be delivered and measured at Company's secondary distribution voltage.
- c) Additional Facilities:

If the Customer and Company agree to installations requiring additional facilities that are not addressed in other sections of this tariff, these facilities will be subject to an additional facilities charge of 1.65% of the installed cost per month.

Effective

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 91

RATE MU-1 (VINTAGE) (Continued)

BILLING:

Bills will be rendered monthly for Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section, applying monthly KWH as shown in Lighting KWH table, plus one-twelfth (1/12) of the annual charges for flat rate service set out in Rate sections (a) and (b) which follow.

RATE:

Section (a) (1)

Prices in Section (a) (1) are for Company-owned equipment and include all maintenance costs associated with the equipment. Also included when an outage is due to failure of lamp, said lamp will be replaced within two (2) working days after such fact has been reported to or discovered by the Company. When failure or outage is due to reasons other than lamp failure, said repair will be completed within seven (7) working days after such fact has been reported to or discovered by the Company. Underground cable replacements will be completed within thirty (30) days of discovery by the Company. These time periods are barring natural disasters, acts of God, or the inability of the Company to gain access.

Section (a) (1) (a)

Lamps in enclosed fixtures, suspended from mast arms on poles and supplied from overhead circuits.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
1	1000-watt Mercury Vapor Lamp	\$302.04**
4	400-watt Mercury Vapor Lamp	164.88**
7	175-watt Mercury Vapor Lamp	114.48**
12 & 13	400-watt High Pressure Sodium Lamp	194.16
15 & 16	250-watt High Pressure Sodium Lamp	157.68
18 & 19	150-watt High Pressure Sodium Lamp	124.20
21 & 22	100-watt High Pressure Sodium Lamp	105.60

Section (a) (1) (b)

Lamps in enclosed fixtures, mounted on metal or fiberglass columns and supplied from underground circuits.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
3	1000-watt Mercury Vapor Lamp	\$440.04**
6	400-watt Mercury Vapor Lamp	229.44**
9	175-watt Mercury Vapor Lamp	185.16**
37	175-watt Mercury Vapor - Fiberglass	176.28**
14	400-watt High Pressure Sodium Lamp	332.16
41	400-watt High Pressure Sodium - Fiberglass	308.64
65	400-watt High Pressure Sodium - Shoebox	276.48
66	2-400-watt High Pressure Sodium - Shoebox	377.76
17	250-watt High Pressure Sodium Lamp	223.56
40	250-watt High Pressure Sodium - Fiberglass	214.80
46	250-watt High Pressure Sodium - Shoebox	224.88
20	150-watt High Pressure Sodium Lamp	192.12

Effective

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-18

RATE MU-1 (VINTAGE) (Continued)

Section (a) (1) (b) (Continued)

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
39	150-watt High Pressure Sodium - Fiberglass	\$183.24
23	100-watt High Pressure Sodium Lamp	176.28
38	100-watt high Pressure Sodium - Fiberglass	167.52
33	400-watt High Pressure Sodium Metal Bronze Column	361.68
34	400-watt High Pressure Sodium Traffic Pole	199.08
35	250-watt High Pressure Sodium Metal Bronze Column	253.08
42	400-watt Metal Halide - Shoebox	282.48**
43	2-400-watt Metal Halide - Shoebox	389.64**
101	400-watt Metal Halide Metal Column	331.80**

Section (a) (1) (c)

Lamps in enclosed post top type fixtures, mounted on metal or fiberglass ornamental columns and supplied from underground circuits.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
10	175-watt Mercury Vapor Post Std.	\$180.36**
11	175-watt Mercury Vapor Washington Post Std.	280.20**
27	150-watt High Pressure Sodium Washington Post Std.	313.44
26	150-watt High Pressure Sodium 18" Ball Globe Post Std.	212.16
24	100-watt High Pressure Sodium Post Std.	175.56
25	100-watt High Pressure Sodium Washington Post Std.	272.64
187	LED Twin Washington Post Top - 2 at 5,500-6,500 Lumens	741.60
32	1-150-watt High Pressure Sodium & 4-100-watt High Pressure Sodium Cluster	709.32

"Std." means Ornamental Standard.

Section (a) (1) (d)

Prices below apply to lighting for the City of Indianapolis in the downtown area.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
184	Excess Material for Circle Centre Mall	\$5,934.00
185	150-watt High Pressure Sodium Pedestrian Lamp	745.68

Section (a) (1) (e)

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
	Lamps in enclosed fixtures mounted to underpasses or tunnels.	
45	150-watt High Pressure Sodium Lamp	\$162.48

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Effective

One Monument Circle
 Indianapolis, Indiana

RATE MU-1 (VINTAGE) (Continued)

Section (a) (1) (e) (Continued)

Lamps operated approximately 8760 hours per year.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
50	400-watt High Pressure Sodium Lamp	\$352.68
51	150-watt High Pressure Sodium Lamp	210.84

Section (a) (2)

Lamps operated approximately 4000 hours per year

Section (a) (2) (a)

Prices below apply only to Customer-owned equipment which meets the Company's standards and upon inspection is acceptable to the Company and include only normal operating and minor maintenance costs which are: the replacement of the lamp, ballast, glassware, photocell, and fuses as required; and the repair, but not replacement, of the cable. Should parts become not readily available, the Customer shall be required to supply IPL with the minor maintenance material. In the event Customer does not supply necessary material, the light would go out of service. The Customer is to furnish all other maintenance and repairs.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
55	250-watt Mercury Vapor Lamp	\$144.00**
56	175-watt Mercury Vapor Lamp	90.60**
59	400-watt High Pressure Sodium Lamp	138.12
60	250-watt High Pressure Sodium Lamp	110.16
61	150-watt High Pressure Sodium Lamp	84.12
63	1000-watt High Pressure Sodium Lamp	285.72
64	175-watt Mercury Vapor 15' Ornamental Standard	139.08**

Section (a) (2) (b)

Prices below apply only to Interstate Highway System lighting, which is owned by the State of Indiana, which equipment meets the Company's standards and upon inspection is acceptable to the Company. Available maintenance by the Company is: the replacement of the lamp, ballast, glassware, photocell, and fuses as required; and the repair, but not replacement, of the cable. The Customer is to furnish all other maintenance and repairs. No new installations will be served and no additions to present installations will be permitted.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>	
		<u>Without Maintenance</u>	<u>With Maintenance</u>
55	250-watt Mercury Vapor Lamp	N/A	\$144.00**
56	175-watt Mercury Vapor Lamp	N/A	90.60**

Effective

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 94

RATE MU-1 (VINTAGE) (Continued)

Section (a) (2) (b) (Continued)

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>	
		<u>Without Maintenance</u>	<u>With Maintenance</u>
109, 59 & 120	400-watt High Pressure Sodium Lamp	\$118.80	\$138.12
60	250-watt High Pressure Sodium Lamp	N/A	110.16
111, 61	150-watt High Pressure Sodium Lamp	64.68	84.12
112, 63	1000-watt High Pressure Sodium Lamp	266.40	285.72
64	175-watt Mercury Vapor 15' Ornamental Standard	N/A	139.08**

Section (b)

Price for Flat Rate Traffic Signal, Safety Lighting Service and/or Other Municipal Devices

Prices for furnishing unmetered electrical energy only, per each traffic signal, safety lighting fixture or other municipal device. All equipment, including the fixtures, their supporting structures and electrical apparatus that is beyond the point of supply to be owned, operated and maintained by the Customer.

Prices are per year per watt burning, based upon the average of the watts burning throughout the operating cycle of the fixture under consideration, but with the further condition, that for billing purposes no fixture or device will be considered as having a rating less than sixty (60) watts. New traffic signals, safety lighting fixtures, or other municipal lighting devices under Section (b) will no longer be installed under the Rate MU-1 Vintage tariff. At the discretion of the Company, a customer may make an addition to an existing circuit if the customer communicates the addition to the Company for billing purposes.

Minimum charge is per year per each fixture or device

Price per watt	\$ 0.64
Minimum per fixture or device	38.40

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 95

RATE MU-1 (VINTAGE) (Continued)

TERM:

This service is available for a standard term of five (5) years, unless otherwise approved by the Company, and, if not terminated by at least a 60-day notice prior to the expiration of the initial five-year term, shall be continued on a monthly basis, terminable on a 15-day written notice prior to the end of any such monthly period. If the Customer fails to pay the bill for service in any month of the initial term when due, the Company may, at its option, declare the service charges for the remaining months of such term immediately due and payable and may remove its facilities if the bill for such remaining months of service is not paid within thirty (30) days after such bill is rendered. After the initial term, if a Customer's lighting account goes 30 days into arrears, the lighting facilities will be subject to disconnect. If the bill is still not paid 60 days from the initial due date, the Company may, at its discretion, remove its facilities. Customer remains obligated to pay all amounts due.

CONDITIONS OF SERVICE:

The final decision concerning the location and design of outdoor lighting equipment, including the selection by Customer of the IPL-owned equipment for installation on Customer's premises, is the sole responsibility of Customer. Customer is responsible for all design and layout work to achieve any specific design criteria, footcandle levels and/or uniformity standards, including but not limited to, location of pole(s) and any associated equipment, number of lights installed, and type and configuration of lights. Notwithstanding the foregoing, IPL retains the right to require modification to the Customer's decision concerning location and design of the outdoor lighting equipment based upon safety issues, IPL system operations or other reason(s) identified by IPL. Customer is solely responsible for compliance with all applicable regulations, ordinances, standards and/or industry practices associated with such design and layout and IPL has installed such facilities in accordance with the specifications provided by Customer. If required by a governing authority or if Customer elects, Customer shall retain a professional Lighting Designer or Engineer to ensure Customer's lighting system design and layout meets applicable Ordinances, Standards, Regulations and/or Industry Practices concerning design criteria, footcandle levels and/or uniformity standards and Customer shall bear all costs associated with the same, including costs to modify the lighting system design and layout. Customer shall release, indemnify and hold harmless IPL from and against all claims, liability, damages and/or expenses or the same that may be so alleged, including but not limited to court costs and attorneys 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 an act or omission associated with or resulting from the lighting design and/or layout of the outdoor lighting facilities.

A Customer shall render reasonable care in protecting Company lighting equipment installed within Customer's jurisdiction. Reasonable care may include, but not be limited to, the installation of protective posts and guard rails, or the locating of underground cable before digging. Should a lighting facility or its supporting infrastructure be damaged due to a lack of reasonable care by the Customer or those acting on the Customer's behalf, this may result in cancellation of service for that location or the Customer being billed the full cost (material, labor, engineering, and overhead) of all repairs, as well as, being charged the monthly lighting fee while the facilities were out of service (the company will make every reasonable effort to perform such repairs in a timely fashion). Furthermore, the full repair costs associated with vandalism damage to Company lighting equipment shall be passed on to the Customer and may result in the removal of those facilities if they cannot be protected from ongoing harm.

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Effective

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RATE MU-1 (VINTAGE) (Continued)

ROADWAY IMPROVEMENT / CONSTRUCTION PROJECTS:

A streetlight shall be eligible for relocation if the majority of the supporting infrastructure (wiring, ducts, risers, and so forth) can remain in place and the street light pole/column is moved no more than 15 feet. Furthermore, light relocation work must be able to be completed prior to Customer construction. The Customer shall notify the Company a minimum of six weeks before the start of a scheduled construction project; for emergency work, the Company shall be notified as soon as practical. The Customer will be billed by the Company for the full cost incurred: includes labor, materials, engineering and overhead. Also, the Customer will be billed full costs for lights that are required to be removed from the field for a Customer project, during the initial five (5) year term; the Company may, at its option, declare the service charges for the remaining months of a term immediately due. Lights that have been in the field for the full initial five (5) year term will be removed at no charge. Should the Customer want Company owned lights to be placed back into service, after ordering their removal, the installation shall be treated as new construction.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Indianapolis, Indiana

RATE MU-1 (VINTAGE) (Continued)

MONTHLY LIGHTING KWH TABLE

Lamp	Monthly KWh												Annual KWh
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
100-watt High Pressure Sodium	51	42	42	36	33	30	32	36	39	45	48	52	485
2 at 5,500-6,500 Lumen LED	56	47	47	40	36	33	35	39	43	50	53	57	536
150-watt High Pressure Sodium	76	64	64	54	50	45	48	54	59	68	73	78	733
175-watt Mercury Vapor	87	73	72	61	56	51	55	61	67	78	82	89	832
250-watt Metal Halide	121	101	101	86	79	71	76	85	93	108	115	124	1159
250-watt High Pressure Sodium	125	104	104	88	81	73	78	88	96	112	118	128	1194
250-watt Mercury Vapor	126	106	105	89	82	74	80	89	97	113	120	129	1210
150-watt High Pressure Sodium - 8760 hrs	170	142	141	120	110	100	107	119	131	152	161	174	1629
400-watt Metal Halide	185	155	154	131	120	109	117	130	143	166	176	189	1774
400-watt High Pressure Sodium	193	161	160	136	125	113	121	136	149	173	183	197	1848
400-watt Mercury Vapor	196	164	163	139	127	115	124	138	151	176	186	201	1880
2- 250-watt Metal Halide Cluster	242	202	201	171	157	142	152	170	186	216	229	248	2317
2- 250-watt High Pressure Sodium Cluster	249	208	207	176	162	147	157	175	192	223	236	255	2388
150-watt High Pressure Sodium and 4- 100-watt High Pressure Sodium Cluster	279	233	232	197	181	164	176	196	215	250	264	285	2672
2- 400-watt Metal Halide Cluster	370	310	308	262	240	218	233	260	285	331	351	379	3547
2- 400-watt High Pressure Sodium Cluster	386	323	321	273	250	227	243	271	297	345	366	395	3697
400-watt High Pressure Sodium - 8760 hrs	428	359	357	303	278	252	270	301	330	384	407	439	4108
1000-watt Mercury Vapor	450	377	374	319	292	265	284	316	347	403	427	461	4315
1000-watt High Pressure Sodium	454	380	378	322	295	267	286	319	350	407	431	465	4355

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 98

RATE MU-1 (NEW)
MUNICIPAL LIGHTING AND OTHER DEVICES

APPLICABILITY:

For Street and Traffic Lighting of public streets, parkways, improved alleys, boulevards, drives, bridges, parking areas, or other public places by Cities or Towns, associations and other than incorporated municipalities; and lighting of public parks, drives, bridges, parking areas or other public places by only Cities or Towns where there is a prospect that the capital expenditure is warranted. The capital expenditure will be warranted if the amount of revenue received in sixty (60) months exceeds the estimated cost of installation for the lights as calculated by the Company. If the 60-month revenue does not exceed the cost of installation, the Customer must pay two and one-half (2½) times the difference of the cost of installation and the 60-month revenue prior to installation of the lighting. The terms, prices and provisions of this rate schedule shall be applicable to a consolidated city of the first class only to the extent not inconsistent with the specifications, terms, prices and provisions in contracts which may be entered into by such city pursuant to I.C. § 36-9-9-1, et. seq.

This rate is also available to municipalities for other municipal devices used for public purposes.

IPL will support these high intensity discharge (HID) lighting offerings for as long as the technology is available.

The National Energy Policy Act of 2005 requires that Mercury Vapor (MV) lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing MV lamp installations in accordance with this tariff.

The Energy Independence and Security Act of 2007 mandated pulse start ballasts; therefore standard ballast Metal Halide (MH) lamps are no longer offered for new construction. To the extent that the Company has the necessary materials, the Company will continue to maintain existing MH lamp installations in accordance with this tariff.

CHARACTER OF SERVICE:

a) Flat Rate Street Lighting Service:

- (1) Company to furnish, erect and maintain the necessary lamps, fixtures, poles, wiring, etc., and to operate them on a lighting schedule approximately 4000 hours per year.
- (2) Company to operate Customer-owned equipment on a lighting schedule approximately 4000 hours per year.

b) Additional Facilities:

If the Customer and Company agree to installations requiring additional facilities that are not addressed in other sections of this tariff, these facilities will be subject to an additional facilities charge of 1.65% of the installed cost per month.

BILLING:

Bills will be rendered monthly for Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section, applying monthly KWH as shown in Lighting KWH table, plus one-twelfth (1/12) of the annual charges for flat rate service set out in Rate section (a) which follow.

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Effective

One Monument Circle
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RATE MU-1 (NEW) (Continued)

RATE:

Section (a) (1)

Prices in Section (a) (1) are for Company-owned equipment and include all maintenance costs associated with the equipment. Also included when an outage is due to failure of lamp, said lamp will be replaced within two (2) working days after such fact has been reported to or discovered by the Company. When failure or outage is due to reasons other than lamp failure, said repair will be completed within seven (7) working days after such fact has been reported to or discovered by the Company. Underground cable replacements will be completed within thirty (30) days of discovery by the Company. These time periods are barring natural disasters, acts of God, or the inability of the Company to gain access.

Section (a) (1) (a)

Lamps in enclosed fixtures, suspended from mast arms on wood poles and supplied from overhead circuits.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
212	400-watt High Pressure Sodium Lamp	\$403.80
215	250-watt High Pressure Sodium Lamp	351.72
218	150-watt High Pressure Sodium Lamp	316.92
221	100-watt High Pressure Sodium Lamp	292.08
213	400-watt High Pressure Sodium Lamp - Traffic Column	365.04
216	250-watt High Pressure Sodium Lamp - Traffic Column	313.08
219	150-watt High Pressure Sodium Lamp - Traffic Column	278.28
222	100-watt High Pressure Sodium Lamp - Traffic Column	253.32

Section (a) (1) (b)

Lamps in enclosed fixtures, mounted on metal or fiberglass columns and supplied from underground circuits.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
214	400-watt High Pressure Sodium Lamp	\$522.36
241	400-watt High Pressure Sodium - Fiberglass	447.12
265	400-watt High Pressure Sodium - Shoebox	443.88
266	2-400-watt High Pressure Sodium - Shoebox	627.12
217	250-watt High Pressure Sodium Lamp	470.40
240	250-watt High Pressure Sodium - Fiberglass	395.04
246	250-watt High Pressure Sodium - Shoebox	391.20
248	2-250-watt High Pressure Sodium - Shoebox	521.88
220	150-watt High Pressure Sodium Lamp	435.60
239	150-watt High Pressure Sodium - Fiberglass	360.24
223	100-watt High Pressure Sodium Lamp	410.64
238	100-watt High Pressure Sodium - Fiberglass	331.44
233	400-watt High Pressure Sodium Metal Bronze Column	546.36
234	400-watt High Pressure Sodium Traffic Pole	306.96
235	250-watt High Pressure Sodium Metal Bronze Column	503.40
236	250-watt High Pressure Sodium Traffic Pole	254.88

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Original No. 100

Effective

RATE MU-1 (NEW) (Continued)

Section (a) (1) (c)

Lamps in enclosed post top type fixtures, mounted on metal or fiberglass ornamental columns and supplied from underground circuits.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
227	150-watt High Pressure Sodium Washington Post Std.	\$393.36
226	150-watt High Pressure Sodium 18" Ball Globe Post Std.	352.44
224	100-watt High Pressure Sodium Post Std.	280.08
225	100-watt High Pressure Sodium Washington Post Std.	374.52
232	1-150-watt High Pressure Sodium & 4-100-watt High Pressure Sodium Cluster	870.96

"Std." means Ornamental Standard.

Section (a) (1) (d)

Prices below apply to lighting for the City of Indianapolis in the downtown area.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
385	150-watt High Pressure Sodium Pedestrian Lamp	\$410.88

Section (a) (1) (e)

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
	Lamps in enclosed fixtures mounted to underpasses or tunnels.	
245	150-watt High Pressure Sodium Lamp	\$259.92
	Lamps operated approximately 8760 hours per year.	
250	400-watt High Pressure Sodium Lamp	460.32
251	150-watt High Pressure Sodium Lamp	291.96

Section (a) (1) (f)

LED luminaires on existing facilities or paired with additional facilities:

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
200	LED Cobra Head - 5,000-6,000 Lumens	\$216.48
201	LED Cobra Head - 6,500-7,500 Lumens	221.88
202	LED Cobra Head - 12,500-13,500 Lumens	268.08
203	LED Cobra Head - 20,000-21,500 Lumens	308.28
204	LED Area Light - 11,500-16,500 Lumens	288.48
205	LED Area Light - 21,000-26,000 Lumens	319.20
206	LED Traditional Post Top - 6,000-7,500 Lumens	265.20
207	LED Twin Washington Post Top - 2 at 6,000-7,500 Lumens	639.24
208	LED Washington Post Top - 6,000-7,500 Lumens	354.36

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 101

RATE MU-1 (NEW) (Continued)

Section (a) (1) (f) (Continued)

If needed, additional facilities to be paired with a luminaire:

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Year Per Each Unit</u>
396	Wood Pole Served Overhead	\$88.56
397	Wood Pole Served Underground	112.08
278	Fiberglass Column Served Underground	123.00
228	12' Fiberglass Traditional Column Served Underground	82.20
237	12' Fiberglass Fluted Column Without Base Served Underground	166.44
243	14' Fiberglass Fluted Column Served Underground	169.08
244	14' Fiberglass Smooth Round Column Served Underground	145.44
254	Metal Column With Base Served Underground	205.68
255	Metal Column Without Base Served Underground	114.60
242	14' Metal Fluted Column Without Base Served Underground	192.48
269	Metal Bronze Column With Base Served Underground	224.40
270	Metal Bronze Column Without Base Served Underground	133.32

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess of Three Dollars (\$3.00).

TERM:

This service is available for a standard term of five (5) years, unless otherwise approved by the Company, and, if not terminated by at least a 60-day notice prior to the expiration of the initial five-year term, shall be continued on a monthly basis, terminable on a 15-day written notice prior to the end of any such monthly period. If the Customer fails to pay the bill for service in any month of the initial term when due, the Company may, at its option, declare the service charges for the remaining months of such term immediately due and payable and may remove its facilities if the bill for such remaining months of service is not paid within thirty (30) days after such bill is rendered. After the initial term, if a Customer's lighting account goes 30 days into arrears, the lighting facilities will be subject to disconnect. If the bill is still not paid 60 days from the initial due date, the Company may, at its discretion, remove its facilities. Customer remains obligated to pay all amounts due.

Indianapolis Power & Light Company

I.U.R.C. No. E-18

Original No. 102

Effective

One Monument Circle
Indianapolis, Indiana

RATE MU-1 (NEW) (Continued)

CONDITIONS OF SERVICE:

The final decision concerning the location and design of outdoor lighting equipment, including the selection by Customer of the IPL-owned equipment for installation on Customer's premises, is the sole responsibility of Customer. Customer is responsible for all design and layout work to achieve any specific design criteria, footcandle levels and/or uniformity standards, including but not limited to, location of pole(s) and any associated equipment, number of lights installed, and type and configuration of lights. Notwithstanding the foregoing, IPL retains the right to require modification to the Customer's decision concerning location and design of the outdoor lighting equipment based upon safety issues, IPL system operations or other reason(s) identified by IPL. Customer is solely responsible for compliance with all applicable regulations, ordinances, standards and/or industry practices associated with such design and layout and IPL has installed such facilities in accordance with the specifications provided by Customer. If required by a governing authority or if Customer elects, Customer shall retain a professional Lighting Designer or Engineer to ensure Customer's lighting system design and layout meets applicable Ordinances, Standards, Regulations and/or Industry Practices concerning design criteria, footcandle levels and/or uniformity standards and Customer shall bear all costs associated with the same, including costs to modify the lighting system design and layout. Customer shall release, indemnify and hold harmless IPL from and against all claims, liability, damages and/or expenses or the same that may be so alleged, including but not limited to court costs and attorneys 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 an act or omission associated with or resulting from the lighting design and/or layout of the outdoor lighting facilities.

A Customer shall render reasonable care in protecting Company lighting equipment installed within Customer's jurisdiction. Reasonable care may include, but not be limited to, the installation of protective posts and guard rails, or the locating of underground cable before digging. Should a lighting facility or its supporting infrastructure be damaged due to a lack of reasonable care by the Customer or those acting on the Customer's behalf, this may result in cancellation of service for that location or the Customer being billed the full cost (material, labor, engineering, and overhead) of all repairs, as well as, being charged the monthly lighting fee while the facilities were out of service (the company will make every reasonable effort to perform such repairs in a timely fashion). Furthermore, the full repair costs associated with vandalism damage to Company lighting equipment shall be passed on to the Customer and may result in the removal of those facilities if they cannot be protected from ongoing harm.

ROADWAY IMPROVEMENT / CONSTRUCTION PROJECTS:

A streetlight shall be eligible for relocation if the majority of the supporting infrastructure (wiring, ducts, risers, and so forth) can remain in place and the street light pole/column is moved no more than 15 feet. Furthermore, light relocation work must be able to be completed prior to Customer construction. The Customer shall notify the Company a minimum of six weeks before the start of a scheduled construction project; for emergency work, the Company shall be notified as soon as practical. The Customer will be billed by the Company for the full cost incurred: includes labor, materials, engineering and overhead. Also, the Customer will be billed full costs for lights that are required to be removed from the field for a Customer project, during the initial five (5) year term; the Company may, at its option, declare the service charges for the remaining months of a term immediately due. Lights that have been in the field for the full initial five (5) year term will be removed at no charge. Should the Customer want Company owned lights to be placed back into service, after ordering their removal, the installation shall be treated as new construction.

Indianapolis, Indiana

RATE MU-1 (NEW) (Continued)

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 104

Effective

RATE MU-1 (NEW) (Continued)

MONTHLY LIGHTING KWH TABLE

Lamp	Monthly KWh												Annual KWh
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
5,000-6,000 Lumen LED	20	16	16	14	12	12	12	13	15	17	19	19	185
6,500-7,500 Lumen LED	25	21	20	17	15	14	15	16	18	21	23	24	229
12,500-13,500 Lumen LED	45	38	39	33	29	28	29	31	35	40	44	46	437
100-watt High Pressure Sodium	51	42	42	36	33	30	32	36	39	45	48	52	485
2 at 5,500-6,500 Lumen LED	56	47	47	40	36	33	35	39	43	50	53	57	536
11,500-16,500 LED Area Light	55	47	47	41	36	34	36	38	43	50	54	55	536
150-watt High Pressure Sodium	76	64	64	54	50	45	48	54	59	68	73	78	733
20,000-21,500 Lumen LED	71	60	60	51	46	43	46	49	55	63	69	72	686
21,000-26,000 LED Area Light	90	76	76	66	58	55	58	62	69	80	87	90	867
250-watt Metal Halide	121	101	101	86	79	71	76	85	93	108	115	124	1159
250-watt High Pressure Sodium	125	104	104	88	81	73	78	88	96	112	118	128	1194
150-watt High Pressure Sodium - 8760 hrs	170	142	141	120	110	100	107	119	131	152	161	174	1629
400-watt High Pressure Sodium	193	161	160	136	125	113	121	136	149	173	183	197	1848
2- 250-watt Metal Halide Cluster	242	202	201	171	157	142	152	170	186	216	229	248	2317
2- 250-watt High Pressure Sodium Cluster	249	208	207	176	162	147	157	175	192	223	236	255	2388
150-watt High Pressure Sodium and 4- 100-watt High Pressure Sodium Cluster	279	233	232	197	181	164	176	196	215	250	264	285	2672
2- 400-watt High Pressure Sodium Cluster	386	323	321	273	250	227	243	271	297	345	366	395	3697
400-watt High Pressure Sodium - 8760 hrs	428	359	357	303	278	252	270	301	330	384	407	439	4108
1000-watt High Pressure Sodium	454	380	378	322	295	267	286	319	350	407	431	465	4355

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 106

RATE APL (VINTAGE)
AUTOMATIC PROTECTIVE LIGHTING SERVICE

AVAILABILITY:

Available to any Customer for outdoor area lighting, provided that: (1) adequate facilities are available to serve the premises or location; and (2) the capital expenditure for installation of such outdoor lighting facilities is warranted. The determination that such capital expenditure is warranted shall be established if the amount of revenue projected to be received from the Customer in the thirty-six (36) month-period following installation of the outdoor lighting facilities exceeds the estimated cost of installation for the lights, as calculated by the Company. If the projected thirty-six (36) month revenue does not exceed the estimated cost of installation, the Customer must pay two and one half (2½) times the difference of the estimated cost of installation and the projected thirty-six (36) month revenue prior to installation of the outdoor lighting facilities. Notwithstanding the foregoing, IPL reserves the right to refuse service under the provisions of this Rate APL, consistent with applicable laws, rules, and regulations.

Rate APL Vintage is no longer available for new installations after March 31, 2016. Specific rates on the Rate APL Vintage tariff marked with a double asterisk (**) remain in effect for existing installations until the Company can no longer repair or support maintenance requirements for that particular light. IPL will support these high intensity discharge (HID) lighting offerings for as long as the technology is available.

The National Energy Policy Act of 2005 requires that Mercury Vapor (MV) lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing MV lamp installations in accordance with this tariff.

The Energy Independence and Security Act of 2007 mandated pulse start ballasts; therefore standard ballast Metal Halide (MH) lamps are no longer offered for new construction. To the extent that the Company has the necessary materials, the Company will continue to maintain existing MH lamp installations in accordance with this tariff.

CONDITIONS OF SERVICE:

Customer shall secure all permits, licenses and authority necessary for the installation and maintenance of facilities upon and over public property.

The final decision concerning the location and design of outdoor lighting equipment, including the selection by Customer of the IPL-owned equipment for installation on Customer's premises, is the sole responsibility of Customer. Customer is responsible for all design and layout work to achieve any specific design criteria, footcandle levels and/or uniformity standards, including but not limited to, location of pole(s) and any associated equipment, number of lights installed, and type and configuration of lights. Notwithstanding the foregoing, IPL retains the right to require modification to the Customer's decision concerning location and design of the outdoor lighting equipment based upon safety issues, IPL system operations or other reason(s) identified by IPL. Customer is solely responsible for compliance with all applicable regulations, ordinances, standards and/or industry practices associated with such design and layout and IPL has installed such facilities in accordance with the specifications provided by Customer.

If required by a governing authority or if Customer elects, Customer shall retain a professional Lighting Designer or Engineer to ensure Customer's lighting system design and layout meets applicable Ordinances, Standards, Regulations and/or Industry Practices concerning design criteria, footcandle levels and/or uniformity standards and Customer shall bear all costs associated with the same, including costs to modify the lighting system design and layout. Customer shall release, indemnify and hold harmless IPL from and against all claims,

Indianapolis Power & Light Company

I.U.R.C. No. E-18

Original No. 107

Effective

One Monument Circle
Indianapolis, Indiana

RATE APL (VINTAGE) (Continued)

CONDITIONS OF SERVICE: (Continued)

liability, damages and/or expenses or the same that may be so alleged, including but not limited to court costs and attorneys 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 an act or omission associated with or resulting from the lighting design and/or layout of the outdoor lighting facilities.

Customer shall render reasonable care in protecting Company lighting equipment installed within Customer's jurisdiction. Reasonable care may include, but not be limited to, the installation of protective posts and guard rails, or the locating of underground cable before digging. Should a lighting facility or its supporting infrastructure be damaged due to a lack of reasonable care by the Customer or those acting on Customer's behalf, this may result in cancellation of service for that location or the Customer being billed the full cost (material, labor, engineering, and overhead) of all repairs, as well as, being charged the monthly lighting fee while the facilities were out of service (the Company will make every reasonable effort to perform such repairs in a timely fashion). Furthermore, the full repair costs associated with vandalism damage to Company lighting equipment shall be passed on to the Customer and may result in the removal of those facilities if they cannot be protected from ongoing harm.

All lighting fixtures and other materials, including wiring must comply with the Company's specifications and will be subject to Company's approval.

A. Company installs, owns, and maintains unit or units.

Company shall own, operate, and maintain the lighting unit or units, including the fixtures, lamps, ballasts, photoelectric controls, mounting brackets and all necessary wiring. Company shall furnish all electric energy required for operation of the unit.

The units shall be lighted and extinguished by a photoelectric control furnished by the Company. The hours of burning shall be from approximately one-half (1/2) hour after sunset until one-half (1/2) hour before sunrise, every night or approximately 4,100 hours per annum.

The Company reserves the right to shield, re-angle, or relocate a light to prevent light projection on adjacent properties at the request of the adjacent property owner. If shielding, re-angling, or relocating the light does not resolve the light trespass complaint, the Company reserves the right to remove the offending light.

Barring circumstances beyond its control, the Company will replace burned out lamps within 48 hours after notification of Company by Customer.

B. Customer installs, owns and maintains unit or units.

The Customer may install, own and maintain the lighting unit or units, including all fixtures, lamps, standards or poles and mounting brackets, ballasts, cable and necessary wiring. The Customer's wiring, serving the lighting units contracted for under this Clause B must be brought by the Customer to an existing Company pole selected by the Company and upon which Company's 120 volt lines are presently attached. In the case of underground service installed by the Customer, the Customer shall install the wiring, conduit riser and weatherhead on a pole approved by the Company and terminating at a point designated by the Company. The units shall be direct connected by the Company to the Company's 120 volt lines and shall be lighted and extinguished by a photoelectric control furnished by the Company. The hours of burning shall be from approximately one-half

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Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 108

RATE APL (VINTAGE) (Continued)

CONDITIONS OF SERVICE: (Continued)

(½) hour after sunset until one-half (½) hour before sunrise, every night or approximately 4000 hours per annum.

Burned out lamps will not be replaced by the Company under Clause B.

BILLING:

Bills will be rendered monthly for Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section, applying the monthly KWH as shown in Lighting KWH table, plus the flat rates set out in the Rate sections which follow.

RATE:

For service under Conditions of Service, Clause A above. The rates are monthly.

a) For bracket arm supported units on existing wood pole:

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>	
68	175-watt Mercury Vapor Lamp	\$ 8.57**	
69	400-watt Mercury Vapor Lamp	16.17**	
70	1000-watt Mercury Vapor Lamp	28.55**	
71	100-watt High Pressure Sodium Lamp	7.58	
72	150-watt High Pressure Sodium Lamp	16.02	
73	250-watt High Pressure Sodium Lamp	21.27	
74	400-watt High Pressure Sodium Lamp	24.64	
86	400-watt Mercury Vapor Flood	16.19**	
87	150-watt High Pressure Sodium Flood	16.07	
88	250-watt High Pressure Sodium Flood	21.28	
89	400-watt High Pressure Sodium Flood	24.65	
90	400-watt Metal Halide Lamp	24.62**	
For additional facilities when required:			
96	one wood pole (overhead only)	4.18	
97	one wood or fiberglass pole (underground only)	10.33	

b) Lamps in enclosed fixtures, mounted on metal or fiberglass columns and supplied from underground circuits.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>	
		<u>First Luminaire</u>	<u>Each Additional Luminaire on Same Column</u>
138, 127, 144 & 155	400-watt Mercury Vapor Lamp	\$23.89**	\$16.17**
128 & 145	175-watt Mercury Vapor Lamp	19.35**	8.57**
141, 129, 146 & 158	400-watt High Pressure Sodium Lamp	34.68	24.64
140, 130, 147 & 157	250-watt High Pressure Sodium Lamp	23.34	21.27
139, 131, 148 & 156	150-watt High Pressure Sodium Lamp	20.09	16.02

Indianapolis Power & Light Company

I.U.R.C. No. E-18

Original No. 109

Effective

One Monument Circle
 Indianapolis, Indiana

RATE APL (VINTAGE) (Continued)

RATE, Clause A: (Continued)

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>	
		<u>First Luminaire</u>	<u>Each Additional Luminaire on Same Column</u>
132 & 149	100-watt High Pressure Sodium Lamp	\$18.47	\$7.58
135 & 152	400-watt High Pressure Sodium - Shoebox	28.82	10.43
136 & 153	250-watt High Pressure Sodium - Shoebox	23.49	8.13
142, 137, 154 & 159	400-watt Metal Halide - Shoebox	28.79**	10.40**

c) For a post top fixture on a fiberglass, metal or ornamental column and containing one:

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
160	175-watt Mercury Vapor Washington Post Std.	\$29.32**
161	175-watt Mercury Vapor Post Std.	18.84**
162	100-watt High Pressure Sodium Washington Post Std.	28.59
163	100-watt High Pressure Sodium Post Std.	18.38
164	150-watt High Pressure Sodium Washington Post Std.	32.83
165	150-watt High Pressure Sodium Post Std.	22.62

"Std." means Ornamental Standard.

d) Charges in addition to Energy Charge as Registered through Customer's Meter For Units Containing One:

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
78	175-watt Mercury Vapor Lamp on Company's existing wood pole and connected to Customer's metered secondary	\$ 6.21**
79 & 91	400-watt Mercury Vapor Lamp on Company's existing wood pole and connected to Customer's metered secondary	12.04**
80	1000-watt Mercury Vapor Lamp on Company's existing wood pole and connected to Customer's metered secondary	18.64**
81	100-watt High Pressure Sodium Lamp on Company's existing wood pole and connected to Customer's metered secondary	6.43**
82 & 92	150-watt High Pressure Sodium Lamp on Company's existing wood pole and connected to Customer's metered secondary	14.71**
83 & 93	250-watt High Pressure Sodium Lamp on Company's existing wood pole and connected to Customer's metered secondary	18.59**
84 & 94	400-watt High Pressure Sodium Lamp on Company's existing wood pole and connected to Customer's metered secondary	20.50**
95	400-watt Metal Halide Lamp on Company's existing wood pole and connected to Customer's metered secondary	20.50**

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 110

Effective

RATE APL (VINTAGE) (Continued)

RATE, Clause A: (Continued)

e) Prices below apply to University of Indianapolis Lighting.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
180	250-watt Metal Halide 18' Direct Embedded	\$53.89
181	250-watt Metal Halide 12' Anchor Based	59.12
182	2-250-watt Metal Halide 18' Direct Embedded	74.51
183	2-250-watt Metal Halide 12' Anchor Based	79.73
Charges in addition to Energy Charge as registered through Customer's meter:		
188	250-watt Metal Halide 18' Direct Embedded	\$48.99
189	250-watt Metal Halide 12' Anchor Based	54.21
190	2-250-watt Metal Halide 18' Direct Embedded	65.31
191	2-250-watt Metal Halide 12' Anchor Based	70.54

For service under Conditions of Service, Clause B above. The rates are monthly.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
85	Up to and including 150-watt incandescent lamp or equivalent per month per lamp	\$3.63**

TERM:

This service is available for a standard term of three (3) years and, if not terminated by at least thirty (30) days' notice prior to the expiration of the initial 3-year term, shall be continued on a yearly basis, terminable on a thirty (30) days' notice prior to the end of any such one-year term. If the Customer fails to pay the bill for service in any month of the initial term when due, the Company may, at its option, declare the service charges for the remaining months of such term immediately due and payable and may remove its facilities if the bill for such remaining months of service is not paid within thirty (30) days after such bill is rendered. If, prior to expiration of the initial term, the service contracted for under this Rate is supplanted by municipal lighting service, the Company may remove its facilities and no charge will be made for the remaining months of such initial term.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

Charges under this Rate are net and will be a part of the Customer's regular service bill and subject to the same charges as any other item on the Customer's bill.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Effective

Indianapolis Power & Light Company
 One Monument Circle
 Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 111

RATE APL (VINTAGE) (Continued)

MONTHLY LIGHTING KWH TABLE

Lamp	Monthly KWh												Annual KWh
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
100-watt High Pressure Sodium	51	42	42	36	33	30	32	36	39	45	48	52	485
2 at 5,500-6,500 Lumen LED	56	47	47	40	36	33	35	39	43	50	53	57	536
150-watt High Pressure Sodium	76	64	64	54	50	45	48	54	59	68	73	78	733
175-watt Mercury Vapor	87	73	72	61	56	51	55	61	67	78	82	89	832
250-watt Metal Halide	121	101	101	86	79	71	76	85	93	108	115	124	1159
250-watt High Pressure Sodium	125	104	104	88	81	73	78	88	96	112	118	128	1194
250-watt Mercury Vapor	126	106	105	89	82	74	80	89	97	113	120	129	1210
150-watt High Pressure Sodium - 8760 hrs	170	142	141	120	110	100	107	119	131	152	161	174	1629
400-watt Metal Halide	185	155	154	131	120	109	117	130	143	166	176	189	1774
400-watt High Pressure Sodium	193	161	160	136	125	113	121	136	149	173	183	197	1848
400-watt Mercury Vapor	196	164	163	139	127	115	124	138	151	176	186	201	1880
2- 250-watt Metal Halide Cluster	242	202	201	171	157	142	152	170	186	216	229	248	2317
2- 250-watt High Pressure Sodium Cluster	249	208	207	176	162	147	157	175	192	223	236	255	2388
150-watt High Pressure Sodium and 4- 100-watt High Pressure Sodium Cluster	279	233	232	197	181	164	176	196	215	250	264	285	2672
2- 400-watt Metal Halide Cluster	370	310	308	262	240	218	233	260	285	331	351	379	3547
2- 400-watt High Pressure Sodium Cluster	386	323	321	273	250	227	243	271	297	345	366	395	3697
400-watt High Pressure Sodium - 8760 hrs	428	359	357	303	278	252	270	301	330	384	407	439	4108
1000-watt Mercury Vapor	450	377	374	319	292	265	284	316	347	403	427	461	4315
1000-watt High Pressure Sodium	454	380	378	322	295	267	286	319	350	407	431	465	4355

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 112

RATE APL (NEW)
AUTOMATIC PROTECTIVE LIGHTING SERVICE

AVAILABILITY:

Available to any Customer for outdoor area lighting, provided that: (1) adequate facilities are available to serve the premises or location; and (2) the capital expenditure for installation of such outdoor lighting facilities is warranted. The determination that such capital expenditure is warranted shall be established if the amount of revenue projected to be received from the Customer in the thirty-six (36) month-period following installation of the outdoor lighting facilities exceeds the estimated cost of installation for the lights, as calculated by the Company. If the projected thirty-six (36) month revenue does not exceed the estimated cost of installation, the Customer must pay two and one half (2½) times the difference of the estimated cost of installation and the projected thirty-six (36) month revenue prior to installation of the outdoor lighting facilities. Notwithstanding the foregoing, IPL reserves the right to refuse service under the provisions of this Rate APL, consistent with applicable laws, rules, and regulations.

IPL will support these high intensity discharge (HID) lighting offerings for as long as the technology is available.

The National Energy Policy Act of 2005 requires that Mercury Vapor (MV) lamp ballasts shall not be manufactured or imported after January 1, 2008. To the extent that the Company has the necessary materials, the Company will continue to maintain existing MV lamp installations in accordance with this tariff.

The Energy Independence and Security Act of 2007 mandated pulse start ballasts; therefore standard ballast Metal Halide (MH) lamps are no longer offered for new construction. To the extent that the Company has the necessary materials, the Company will continue to maintain existing MH lamp installations in accordance with this tariff.

CONDITIONS OF SERVICE:

Customer shall secure all permits, licenses and authority necessary for the installation and maintenance of facilities upon and over public property.

The final decision concerning the location and design of outdoor lighting equipment, including the selection by Customer of the IPL-owned equipment for installation on Customer's premises, is the sole responsibility of Customer. Customer is responsible for all design and layout work to achieve any specific design criteria, footcandle levels and/or uniformity standards, including but not limited to, location of pole(s) and any associated equipment, number of lights installed, and type and configuration of lights. Notwithstanding the foregoing, IPL retains the right to require modification to the Customer's decision concerning location and design of the outdoor lighting equipment based upon safety issues, IPL system operations or other reason(s) identified by IPL. Customer is solely responsible for compliance with all applicable regulations, ordinances, standards and/or industry practices associated with such design and layout and IPL has installed such facilities in accordance with the specifications provided by Customer. If required by a governing authority or if Customer elects, Customer shall retain a professional Lighting Designer or Engineer to ensure Customer's lighting system design and layout meets applicable Ordinances, Standards, Regulations and/or Industry Practices concerning design criteria, footcandle levels and/or uniformity standards and Customer shall bear all costs associated with the same, including costs to modify the lighting system design and layout. Customer shall release, indemnify and hold harmless IPL from and against all claims, liability, damages and/or expenses or the same that may be so alleged, including but not limited to court costs and attorneys 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,

Indianapolis Power & Light Company
One Monument Circle

I.U.R.C. No. E-18

Original No. 113

Effective

Indianapolis, Indiana

RATE APL (NEW) (Continued)

CONDITIONS OF SERVICE: (Continued)

resulting from, or connected with an act or omission associated with or resulting from the lighting design and/or layout of the outdoor lighting facilities.

Customer shall render reasonable care in protecting Company lighting equipment installed within Customer's jurisdiction. Reasonable care may include, but not be limited to, the installation of protective posts and guard rails, or the locating of underground cable before digging. Should a lighting facility or its supporting infrastructure be damaged due to a lack of reasonable care by the Customer or those acting on Customer's behalf, this may result in cancellation of service for that location or the Customer being billed the full cost (material, labor, engineering, and overhead) of all repairs, as well as, being charged the monthly lighting fee while the facilities were out of service (the Company will make every reasonable effort to perform such repairs in a timely fashion). Furthermore, the full repair costs associated with vandalism damage to Company lighting equipment shall be passed on to the Customer and may result in the removal of those facilities if they cannot be protected from ongoing harm.

All lighting fixtures and other materials, including wiring must comply with the Company's specifications and will be subject to Company's approval. Company shall own, operate, and maintain the lighting unit or units, including the fixtures, lamps, ballasts, photoelectric controls, mounting brackets and all necessary wiring. Company shall furnish all electric energy required for operation of the unit.

The units shall be lighted and extinguished by a photoelectric control furnished by the Company. The hours of burning shall be from approximately one-half (1/2) hour after sunset until one-half (1/2) hour before sunrise, every night or approximately 4,100 hours per annum. Barring circumstances beyond its control, the Company will replace burned out lamps within 48 hours after notification of Company by Customer.

The Company reserves the right to shield, re-angle, or relocate a light to prevent light projection on adjacent properties at the request of the adjacent property owner. If shielding, re-angling, or relocating the light does not resolve the light trespass complaint, the Company reserves the right to remove the offending light.

BILLING:

Bills will be rendered monthly for Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section, applying the monthly KWH as shown in Lighting KWH table, plus the flat rates set out in the Rate sections which follow.

RATE:

For service under Conditions of Service above. The rates are monthly.

a) For bracket arm supported units on existing wood pole:

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
271	100-watt High Pressure Sodium Lamp	\$15.40
272	150-watt High Pressure Sodium Lamp	17.48
273	250-watt High Pressure Sodium Lamp	20.87
274	400-watt High Pressure Sodium Lamp	25.28
287	150-watt High Pressure Sodium Flood	17.98
288	250-watt High Pressure Sodium Flood	21.28
289	400-watt High Pressure Sodium Flood	25.60

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RATE APL (NEW) (Continued)

RATE: (Continued)

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
	For additional facilities when required:	
296	one wood pole (overhead only)	\$7.04
297	one wood pole (underground only)	8.92

b) Lamps in enclosed fixtures, mounted on metal or fiberglass columns and supplied from underground circuits.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>	
		<u>First Luminaire</u>	<u>Each Additional Luminaire on Same Column</u>
329 & 346	400-watt High Pressure Sodium Lamp	\$35.68	\$25.98
330 & 347	250-watt High Pressure Sodium Lamp	31.27	21.58
331 & 348	150-watt High Pressure Sodium Lamp	28.31	18.62
332 & 349	100-watt High Pressure Sodium Lamp	25.92	16.54
341 & 358	400-watt High Pressure Sodium Lamp - Flood	35.15	26.79
340 & 357	250-watt High Pressure Sodium Lamp - Flood	30.83	22.47
339 & 356	150-watt High Pressure Sodium Lamp - Flood	27.54	19.17
333 & 350	400-watt High Pressure Sodium Metal Bronze Column	43.57	25.25
334 & 351	250-watt High Pressure Sodium Metal Bronze Column	39.89	21.57
335 & 352	400-watt High Pressure Sodium - Shoebox	35.43	25.47
336 & 353	250-watt High Pressure Sodium - Shoebox	30.97	21.01

c) For a post top fixture on a fiberglass, metal or ornamental column and containing one:

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
362	100-watt High Pressure Sodium Washington Post Std.	\$29.34
363	100-watt High Pressure Sodium Post Std.	21.84
364	150-watt High Pressure Sodium Washington Post Std.	30.94
365	150-watt High Pressure Sodium Post Std.	27.69

"Std." means Ornamental Standard.

d) Prices below apply to University of Indianapolis Lighting.

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
380	250-watt Metal Halide 18' Direct Embedded	\$36.71
381	250-watt Metal Halide 12' Anchor Based	36.50
382	2-250-watt Metal Halide 18' Direct Embedded	53.64
383	2-250-watt Metal Halide 12' Anchor Based	53.43

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RATE APL (NEW) (Continued)

d) (Continued)

Charges in addition to Energy Charge as registered through Customer's meter:

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
388	250-watt Metal Halide 18' Direct Embedded	\$29.07
389	250-watt Metal Halide 12' Anchor Based	28.86
390	2-250-watt Metal Halide 18' Direct Embedded	38.36
391	2-250-watt Metal Halide 12' Anchor Based	38.16

e) For LED luminaires and additional facilities if needed.

LED luminaires on existing facilities or paired with additional facilities:

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
300	LED Cobra Head - 5,000-6,000 Lumens	\$16.90
301	LED Cobra Head - 6,500-7,500 Lumens	17.35
302	LED Cobra Head - 12,500-13,500 Lumens	21.22
303	LED Cobra Head - 20,000-21,500 Lumens	24.60

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RATE APL (NEW) (Continued)

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e) (Continued)

<u>Billing Code(s)</u>	<u>Description</u>	<u>Flat Rate Price Per Each Unit</u>
304	LED Area Light - 11,500-16,500 Lumens	\$23.18
305	LED Area Light - 21,000-26,000 Lumens	25.78
306	LED Traditional Post Top - 6,000-7,500 Lumens	21.22
307	LED Twin Washington Post Top - 2 at 6,000-7,500 Lumens	52.41
308	LED Washington Post Top - 6,000-7,500 Lumens	28.64

If needed, additional facilities to be paired with a luminaire:

378	Fiberglass Column Served Underground	\$9.78
328	12' Fiberglass Traditional Column Served Underground	6.54
337	12' Fiberglass Fluted Column Without Base Served Underground	13.23
343	14' Fiberglass Fluted Column Served Underground	13.44
344	14' Fiberglass Smooth Round Column Served Underground	11.56
354	Metal Column With Base Served Underground	16.36
355	Metal Column Without Base Served Underground	9.12
342	14' Metal Fluted Column Without Base Served Underground	15.30
369	Metal Bronze Column With Base Served Underground	17.84
370	Metal Bronze Column Without Base Served Underground	10.60

TERM:

This service is available for a standard term of three (3) years and, if not terminated by at least thirty (30) days' notice prior to the expiration of the initial 3-year term, shall be continued on a yearly basis, terminable on a thirty (30) days' notice prior to the end of any such one-year term. If the Customer fails to pay the bill for service in any month of the initial term when due, the Company may, at its option, declare the service charges for the remaining months of such term immediately due and payable and may remove its facilities if the bill for such remaining months of service is not paid within thirty (30) days after such bill is rendered. If, prior to expiration of the initial term, the service contracted for under this Rate is supplanted by municipal lighting service, the Company may remove its facilities and no charge will be made for the remaining months of such initial term.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

Charges under this Rate are net and will be a part of the Customer's regular service bill and subject to the same charges as any other item on the Customer's bill.

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Original No. 116

RATE APL (NEW) (Continued)

RULES:

Effective

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

MONTHLY LIGHTING KWH TABLE

Lamp	Monthly KWh												Annual KWh
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
5,000-6,000 Lumen LED	20	16	16	14	12	12	12	13	15	17	19	19	185
6,500-7,500 Lumen LED	25	21	20	17	15	14	15	16	18	21	23	24	229
12,500-13,500 Lumen LED	45	38	39	33	29	28	29	31	35	40	44	46	437
100-watt High Pressure Sodium	51	42	42	36	33	30	32	36	39	45	48	52	485
2 at 5,500-6,500 Lumen LED	56	47	47	40	36	33	35	39	43	50	53	57	536
11,500-16,500 LED Area Light	55	47	47	41	36	34	36	38	43	50	54	55	536
150-watt High Pressure Sodium	76	64	64	54	50	45	48	54	59	68	73	78	733
20,000-21,500 Lumen LED	71	60	60	51	46	43	46	49	55	63	69	72	686
21,000-26,000 LED Area Light	90	76	76	66	58	55	58	62	69	80	87	90	867
250-watt Metal Halide	121	101	101	86	79	71	76	85	93	108	115	124	1159
250-watt High Pressure Sodium	125	104	104	88	81	73	78	88	96	112	118	128	1194
150-watt High Pressure Sodium - 8760 hrs	170	142	141	120	110	100	107	119	131	152	161	174	1629
400-watt High Pressure Sodium	193	161	160	136	125	113	121	136	149	173	183	197	1848
2- 250-watt Metal Halide Cluster	242	202	201	171	157	142	152	170	186	216	229	248	2317
2- 250-watt High Pressure Sodium Cluster	249	208	207	176	162	147	157	175	192	223	236	255	2388
150-watt High Pressure Sodium and 4- 100-watt High Pressure Sodium Cluster	279	233	232	197	181	164	176	196	215	250	264	285	2672
2- 400-watt High Pressure Sodium Cluster	386	323	321	273	250	227	243	271	297	345	366	395	3697
400-watt High Pressure Sodium - 8760 hrs	428	359	357	303	278	252	270	301	330	384	407	439	4108
1000-watt High Pressure Sodium	454	380	378	322	295	267	286	319	350	407	431	465	4355

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Indianapolis Power & Light Company
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Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 120

RATE CGS
COGENERATION & SMALL POWER PRODUCTION

AVAILABILITY:

Available to any Customer of Indianapolis Power & Light Company (the "Company") that operates within the Company's service territory a Qualifying Cogeneration Facility or a Qualifying Small Power Production Facility subject to the Company's rules and regulations and, any terms, conditions and restrictions imposed by any valid and applicable law or regulation. This tariff is submitted pursuant to the requirements of the Commission's regulations and shall cease to be effective if such regulations are set aside, withdrawn or for any reason cease to be applicable to the Company. An Existing Qualifying Facility is not subject to, or entitled to the benefits of this Rate CGS except as otherwise expressly provided by law.

DEFINITIONS:

- (a) Qualifying Facility is either a Cogeneration Facility or Small Power Production Facility, but does not include any facility substantial construction of which was not begun on or after November 9, 1978, or any facility not meeting applicable ownership requirements.
- (b) Existing Qualifying Facility means a Qualifying Facility which was in operation before July 1, 1983.
- (c) Cogeneration Facility means a facility that simultaneously generates electricity and useful thermal energy; and meets the energy efficiency standards established for cogeneration facilities by the FERC pursuant to 16 U.S.C. 824a-3.
- (d) Small Power Production Facility means an arrangement of equipment for the production of electricity with capacity no greater than eighty megawatts, all of which equipment is located within a site one mile in radius from the generating equipment or, for hydroelectric facilities, at the same impoundment of water, and which equipment must be powered at least seventy-five percent (75%) by biomass, waste, renewable resources, geothermal resources, or any combination thereof, and not more than twenty-five percent (25%) by oil, natural gas, and coal or any combination thereof.
- (e) Purchase means the purchase of electric energy or capacity or both from a Qualifying Facility by the Company.
- (f) Sale means the sale of electric energy or capacity or both by the Company to a Qualifying Facility.
- (g) Avoided Costs means the incremental costs to the Company of electric energy or capacity or both which, but for the purchase from a Qualifying Facility or Facilities, the Company would generate itself or purchase from another source.
- (h) Interconnection Costs means the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the Company directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a Qualifying Facility, to the extent such costs are in excess of the corresponding costs which the Company would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources. Interconnection Costs do not include any costs included in the calculation of Avoided Costs.
- (i) Supplementary Power means electric energy or capacity supplied by the Company, regularly used by a Qualifying Facility in addition to that which the facility generates itself.
- (j) Back-up Power means electric energy or capacity supplied by the Company to replace energy ordinarily generated by a facility's own generation equipment during an unscheduled outage of the facility.
- (k) Interruptible Power means electric energy or capacity supplied by the Company subject to interruption by the Company under specified conditions.
- (l) Maintenance Power means electric energy or capacity supplied by the Company during scheduled outages of the Qualifying Facility.

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I.U.R.C. No. E-18

Original No. 121

RATE CGS (Continued)

DEFINITIONS: (Continued)

- (m) System Emergency means a condition on the Company's system which is liable to result in imminent significant disruption of service to Customers or in substantial deviation from normal service standards or which is imminently liable to endanger life or property.
- (n) Commission means the Indiana Utility Regulatory Commission.
- (o) FERC means the Federal Energy Regulatory Commission.
- (p) Peak Period means the time between 6 a.m. and 10 p.m. (April through September) or between 7 a.m. and 11 p.m. (October through March) on all days except Saturdays and Sundays, which daily time period will be subject to change from time to time at the Company's option. This change would occur after no less than ten (10) days notice has been given to all Customers who would be affected, and to the Commission.
- (q) Off Peak Period means the time not included in the Peak Period.

PURCHASE AND SALE:

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

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

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

INTERCONNECTION CONDITIONS AND COSTS:

- (a) The Company, subject to prior compliance by the Qualifying Facility with all applicable Federal and State laws and regulations, shall make parallel interconnection with the Qualifying Facility in such a way as to accomplish purchases and sales as described in Sections (b) through (f).
- (b) The Qualifying Facility shall comply with the National Electrical Safety Code, as supplemented, the applicable requirements of 170 IAC 4-4.3, and the Company's rules and regulations for electric service.
- (c) Interconnection Costs from the Qualifying Facility to the Company's distribution or transmission system, including those costs of (d) and (e) below, shall be borne by the Qualifying Facility. There shall be no obligation on the Company to finance such interconnection.
- (d) The Qualifying Facility shall install, operate, and maintain in good order such relays, locks and seals, breakers, automatic synchronizer, and other control and protective apparatus as shall be designated by the Company for operation parallel to its system. The Qualifying Facility shall bear full responsibility for the installation and safe operation of this equipment.
- (e) Breakers capable of isolating the Qualifying Facility from the Company shall at all times be immediately accessible to the Company. The Company may isolate the Qualifying Facility at its own discretion if the Company believes continued parallel operation with the Qualifying Facility creates or contributes to a System Emergency. System Emergencies causing discontinuance of parallel operation are subject to verification by the Commission.
- (f) To properly record numbers of kilowatthours for, respectively, purchase and sale, the following configurations shall be the basis for metering:

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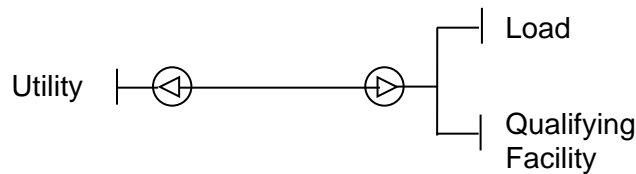
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RATE CGS (Continued)

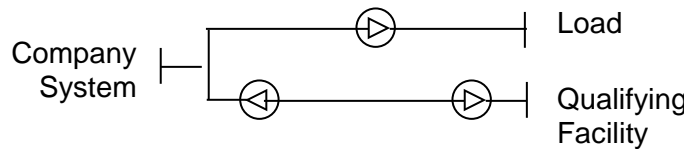
INTERCONNECTION CONDITIONS AND COSTS: (Continued)

(f) (Continued)

- (1) Where purchases are intended to be less than 1000 kilowatthours per month, and the Company and Qualifying Facility mutually agree, a single bidirectional meter may be placed between, at one side, the Company system and, on the other side, the Qualifying Facility and any load associated with it.
- (2) Where such measurement is appropriate for measurement of energy, the circuit shall include at minimum two monodirectional meters in a series arrangement between, at one side, the Company system and, on the other side, the Qualifying Facility and any load associated with it:



- (3) Where such is appropriate for measurement of energy, the circuit shall include a monodirectional meter between the on-site load and the Company and, in a series arrangement, two monodirectional meters between the Qualifying Facility and the Company system:



- (4) The meter measuring purchases by the Company shall be of a design to record time periods, and shall be capable of electronically transmitting instantaneous readings.
- (5) Other metering arrangements shall be the subject of negotiations between the Company and the Qualifying Facility.

RATE FOR PURCHASE:

The rate the Company will pay each Qualifying Facility for energy and capacity purchased will be established in advance by written contract with the Company as filed and approved by the Commission and will be based on the RATE FOR PURCHASE on file from time to time with the Commission, adjusted as outlined in the remaining parts of this section. Unless otherwise agreed the RATES FOR PURCHASE shall be:

- | | | |
|-----|---|--------------------------------|
| (1) | Capacity | \$6.43 per KW per month |
| (2) | Energy - Peak Period
- Off Peak Period | 3.08¢ per KWH
2.54¢ per KWH |

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RATE CGS (Continued)

RATE FOR PURCHASE: (Continued)

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

The monthly capacity payment shall be adjusted by the following factor:

$$F = \frac{E_p}{(K)(T_p)}$$

Where: F = Capacity payment adjustment factor.
Ep = Kilowatt-hours delivered to the Company during the Peak Period.
K = Kilowatts of capacity the Qualifying Facility contracts to provide.
Tp = Number of hours in the peak period.

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

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

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

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

RATES FOR SALE BY COMPANY:

Back-up Power shall be provided under Standard Contract Rider No. 10. Maintenance Power shall be provided under Standard Contract Rider No. 11. Supplementary Power shall be provided under Standard Contract Rider No. 12. A Customer may not simultaneously qualify for Rate CGS, Rate REP Renewable Energy Production, Standard Contract Rider No. 9 Net Metering, and Standard Contract Rider No. 8 for off-peak service.

STANDARD CONTRACT RIDERS APPLICABLE:

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

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Original No. 124

RATE REP
RENEWABLE ENERGY PRODUCTION

AVAILABILITY:

Available to any Customer of Indianapolis Power & Light Company (the “Company”) that operates within the Company’s service territory a Qualifying Renewable Energy Power Production Facility subject to the Company’s rules and regulations and, any terms, conditions and restrictions imposed by any valid and applicable law or regulation. This tariff is submitted pursuant to the requirements of the Commission’s regulations and shall cease to be effective if such regulations are set aside, withdrawn or for any reason cease to be applicable to the Company. An Existing Qualifying Renewable Energy Power Production Facility is eligible to the benefits of this Rate REP except as otherwise expressly forbidden by law.

DEFINITIONS:

- (a) Qualifying Renewable Energy Power Production Facility (the “Facility”) means an arrangement of equipment for the production of electricity with capacity no less than 50 kW (20 kW for solar) and no greater than 10 MW. The Facility shall be located at one site and is not the aggregation of more than one site each less than 50 kW (20 kW for solar) and which produces electric power through the use of 100% renewable resources or fuel. Such resources or fuels include:
 - a. Solar photovoltaic cells and panels
 - b. Wind
 - c. Dedicated crops grown for energy production
 - d. Organic waste biomass
 - e. Biomass will be consistent with the State’s definition in IC 8-1-8.8-10.
- (b) Purchase means the purchase of electric energy or capacity or both from the Facility by the Company and is also inclusive of all environmental attributes.
- (c) Sale means the sale of electric energy or capacity or both by the Facility to the Company and is also inclusive of all environmental attributes.
- (d) Environmental Attributes means Renewable Energy Credits (“REC”), carbon credits, greenhouse gas offsets or any other environmental credit, commodity or classification that may be associated with the production of renewable energy from the Facility.
- (e) Interconnection Costs means the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the Company directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a Facility, to the extent such costs are in excess of the corresponding costs which the Company would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy or capacity from other sources. Interconnection Costs do not include any costs included in the calculation of Avoided Costs.
- (f) System Emergency means a condition on the Company's system which is liable to result in imminent significant disruption of service to Customers or in substantial deviation from normal service standards or which is imminently liable to endanger life or property.
- (g) Commission means the Indiana Utility Regulatory Commission.
- (h) FERC means Federal Energy Regulatory Commission.
- (i) Peak Period means the time between 6 a.m. and 10 p.m. (April through September) or between 7 a.m. and 11 p.m. (October through March) on all days except Saturdays and Sundays, which daily time period will be subject to change from time to time at the Company's option. This change would occur after no less than ten (10) days notice has been given to all Customers who would be affected, and to the Commission.
- (j) Off Peak Period means the time not included in the Peak Period.

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RATE REP (Continued)

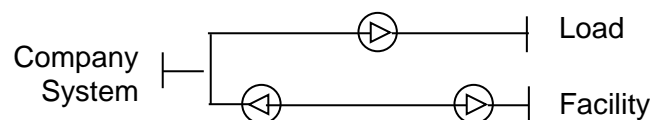
PURCHASE AND SALE:

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

- a. The Company shall not be obligated to purchase or sell at a time of System Emergency.
- b. The Customer shall sell the total production of the Facility to the Company.
- c. The Customer shall receive service for their load at the appropriate retail rate from the Company. The applicable rate is not impacted by the Customer's participation in Rate REP.
- d. The Company may limit total participation under this Rate REP to 1% of the Company's retail electric kWh sales from the prior calendar year.

INTERCONNECTION CONDITIONS AND COSTS:

- (a) The Company, subject to prior compliance by the Facility with all applicable Federal and State laws and regulations, shall make parallel interconnection with the Facility in such a way as to accomplish purchases and sales as described in Sections (b) through (f).
- (b) The Facility shall comply with the National Electrical Safety Code, as supplemented, the applicable requirements of 170 IAC 4-4.3, and the Company's rules and regulations for electric service.
- (c) Interconnection Costs from the Facility to the Company's distribution or transmission system, including those costs of (d) and (e) below, shall be borne by the Facility. There shall be no obligation on the Company to finance such interconnection.
- (d) The Facility shall install, operate, and maintain in good order such relays, locks and seals, breakers, automatic synchronizer, and other control and protective apparatus as shall be designated by the Company for operation parallel to its system. The Facility shall bear full responsibility for the installation and safe operation of this equipment.
- (e) Breakers capable of isolating the Facility from the Company shall at all times be immediately accessible to the Company. The Company may isolate the Facility at its own discretion if the Company believes continued parallel operation with the Facility creates or contributes to a System Emergency. System Emergencies causing discontinuance of parallel operation are subject to verification by the Commission.
- (f) To properly record numbers of kilowatthours for, respectively, purchase and sale, the following configurations shall be the basis for metering.
 - (1) Where such measurement is appropriate for measurement of energy, the circuit shall include at minimum one monodirectional meter between, at one side, the Company system and, on the other side, the load and a bidirectional meter between, at one side, the Company system and on the other side, the Facility and any load associated with it
 - (2) Where such measurement is appropriate for measurement of energy, the circuit shall include a monodirectional meter between the on-site load and the Company and, in a series arrangement, two monodirectional meters between the Facility and the Company system:



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RATE REP (Continued)

INTERCONNECTION CONDITIONS AND COSTS: (Continued)

- (3) The meter measuring purchases by the Company shall be of a design to record time periods, and shall be capable of electronically transmitting instantaneous readings.
- (4) Other metering arrangements shall be the subject of negotiations between the Company and the Customer.

RATE REP PURCHASE RATES:

The rate the Company will pay each Customer for energy and capacity purchased from their Facility will be established in advance by written contract with the Company as filed and approved by the Commission and will be based on the RATE REP PURCHASE RATES. the RATE REP PURCHASE RATES may be adjusted by the Company as circumstances warrant through the IURC's 30-day administrative filing process. Unless otherwise agreed, the RATE REP PURCHASE RATES shall be:

- (a) Solar
 - a. Capacity None
 - b. Energy
 - (a) For Facilities generating 20 kW to 100 kW: 24.0¢ per KWH
 - (b) For Facilities generating more than 100 kW: 20.0¢ per KWH
- (b) Wind
 - a. Capacity None
 - b. Energy
 - (a) For Facilities generating 50 kW to 100 kW: 14.0¢ per KWH
 - (b) For Facilities generating 100 kW to 1 MW: 10.5¢ per KWH
 - (c) For Facilities generating more than 1 MW: 7.5¢ per KWH
- (c) Biomass
 - a. Capacity \$6.18 per KW per month
 - b. Energy 8.5¢ per KWH

The Company and the Customer may negotiate terms and a rate for energy or capacity which differs from the filed rates by the Company. The length of any contract shall not exceed ten (10) years. The Company and the Customer may agree to increase or decrease the rate in recognition of the following factors:

- (1) The extent to which scheduled outages of the Facility can be usefully coordinated with scheduled outages of the Company's generation facilities;
- (2) The relationship of the availability of energy from the Facility to the ability of the Company to avoid costs, particularly as is evidenced by the Company's ability to dispatch the Facility;
- (3) The usefulness of the Facility during System Emergencies, including the ability of the Facility to separate its load from its generation;
- (4) The impact of tax credits, grants and other financial incentives that when combined with the rate would produce excessive profits for the Facility.
- (5) Rates and adjustments prescribed in the contract shall remain in effect notwithstanding changes made to the RATE REP PURCHASE RATES from time to time.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

RATE REP (Continued)

RATES FOR SALE BY COMPANY:

Back-up Power shall be provided under Standard Contract Rider No. 10. Maintenance Power shall be provided under Standard Contract Rider No. 11. Supplementary Power shall be provided under Standard Contract Rider No. 12. A Customer may not simultaneously qualify for Rate REP, Rate CGS Cogeneration and Small Power Production, Standard Contract Rider No. 9, Net Metering, and Standard Contract Rider No. 8 for off-peak service.

STANDARD CONTRACT RIDERS APPLICABLE:

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

One Monument Circle
Indianapolis, Indiana

RATE EVX
TIME OF USE SERVICE
FOR ELECTRIC VEHICLE CHARGING ON CUSTOMER PREMISES

AVAILABILITY:

Available to Customers concurrently served under any of the following retail electric rates: Rate RS, Rate SS, Rate SH, or Rate SL, exclusively for charging of such Customers' licensed electric vehicles (EVs) using electricity provided by the Company at locations on such Customers' premises within the Company's assigned utility service area. Participation is voluntary. Energy consumption metered and billed under this tariff shall be used exclusively for charging electric vehicles.

The Company reserves the right to periodically interrupt service to test demand response strategies and system results. The Company does not anticipate receiving demand response revenues or providing monetary credits to Customers at this time.

EQUIPMENT-NEW CUSTOMERS:

Customers who receive service under this rate on or after January 1, 2013 are New Customers.

New Customers shall be responsible for procuring, paying for, installing, and owning the EV charging equipment, a meter base, a dedicated 40 amp circuit, and any additional necessary equipment. New Customer procured EV charging equipment must meet UL listing standards. Meter base must be installed outside of premise with 4 ft. of clearance and unrestricted access. Such installations must conform to current National Electric Code (NEC) specifications. Charging may only be accomplished using an SAE approved J1772 plug.

The Company will procure, pay for, install, own and maintain a meter.

EQUIPMENT-EXISTING CUSTOMERS:

Customers who received service under this rate prior to January 1, 2013 are Existing Customers.

The Company maintains ownership of EV charging equipment and separate metering equipment that the Company installed in Customer Premises for Existing Customers.

If, during the term of this rate, the Existing Customer requests removal and relocation of the charging equipment and meter within the Company's service territory, the Existing Customer shall pay all costs associated with removal and relocation of the charging equipment.

METERING AND BILLING:

EV charging service will be separately metered and identified on the bill in accordance with the Company's applicable rate schedule. Should interval gaps occur, consumption will be billed at the appropriate off-peak rate.

CHARACTER OF SERVICE:

Sixty cycle alternating current energy, ordinarily delivered and measured at 120/240 volts single phase three wire, 120/240 volts three phase four wire, or 120/208 volts three phase four wire, at the option of the Company.

RATE:

The Energy Charge shown hereafter plus the Standard Contract Riders shown hereafter in the Standard Contract Riders Applicable section.

Indianapolis, Indiana

RATE EVX (Continued)

RATE: (Continued)

Energy Charge June through September (Summer Months)

For all Peak kWh 12.150¢ per kWh
 For all Mid-Peak kWh 5.507¢ per kWh
 For all Off-Peak kWh 2.331¢ per kWh

Summer Months

	Peak	Mid-Peak	Off-Peak
Non-Holiday Weekdays (Monday—Friday)	2 p.m. to 7 p.m.	10 a.m. to 2 p.m. 7 p.m. to 10 p.m.	Midnight to 10 a.m. 10 p.m. to Midnight
Weekends and Observed Holidays*	N/A	10 a.m. to 10 p.m.	Midnight to 10 a.m. 10 p.m. to Midnight

*Observed Holidays include: Independence Day and Labor Day

Energy Charge January through May & October through December (Non-Summer Months)

For all Peak kWh 6.910¢ per kWh
 For all Off-Peak kWh 2.764¢ per kWh

Non-Summer Months

	Peak	Off-Peak
All Days	8 a.m. to 8 p.m.	Midnight to 8 a.m. 8 p.m. to Midnight

PARTICIPATING CUSTOMER OBLIGATIONS:

In addition to Customer obligations outlined in the Company’s Rules and Regulations for Electric Service and in the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter, Customers taking service under this rate shall:

- (1) Supply the Company with suitable locations for installation of metering and other necessary equipment;
- (2) Provide sufficient access to their premises to install metering and other necessary equipment;
- (3) Be responsible for (and indemnify and hold the Company harmless with respect to) the adequacy, condition and operation of electrical wiring and electrical system on Customer premises, and ensure that such wiring and system meet, at a minimum, the provisions of the NEC, the governmental authorities having jurisdiction, and the reasonable requirements of the Company; and
- (4) Take responsibility for (and indemnify and hold the Company harmless with respect to) the adequacy, condition and operation of Customer-owned EV charging equipment.

RATE EVX (Continued)

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 6	Fuel Cost Adjustment	see Page 157
No. 7	Employee Billing	see Page 159
No. 9	Net Metering	see Page 161
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9

PAYMENT:

The above rates and charges are net. If the net bill is not paid within seventeen (17) days after its date of issue, a charge will be added in the amount of ten percent (10%) of the first Three Dollars (\$3.00) plus three percent (3%) of the excess over Three Dollars (\$3.00).

TERM:

The anticipated term for this rate is two (2) years beginning with the date of approval by the Commission. Participating Customers shall be required to participate for a minimum term equal to the shorter of twelve (12) months, or through the end of the term.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

RATE EVP
ELECTRIC VEHICLE CHARGING ON PUBLIC PREMISES

AVAILABILITY:

Available to Customers charging their electric vehicles (EVs) at certain public charging facilities located within the Company's assigned utility service area. Such public charging facilities may be located at hotels, museums, public parking facilities, etc. Participation is voluntary. Energy consumption billed under this rate shall be used exclusively for charging licensed electric vehicles.

EQUIPMENT:

The Company will own and operate the public charging equipment and will install, own and operate any necessary metering equipment subject to a lease agreement with the owners of the property on which public charging equipment is located. Customer's charging system in the electric vehicle must meet applicable standards. Further, Customers must take responsibility for (and indemnify and hold the Company harmless with respect to) the adequacy, condition and operation of the Customers' charging system in the electric vehicle.

METERING AND BILLING:

EV charging service will be billed and paid for at the point of service prior to charging by means of credit, debit, or pre-paid cards, as determined by the Company, at rates specified in this rate schedule. The charging service will be metered separately.

CHARACTER OF SERVICE:

Sixty cycle alternating current energy, ordinarily delivered and measured at 120/240 volts single phase three wire, 120/240 volts three phase four wire, or 120/208 volts three phase four wire, at the option of the Company. Service provided includes use of the charging equipment, electricity needed per session, and the convenience of charging in a public location.

RATE:

During the term of this rate, the initial service charge is a flat fee of \$2.50 per charging session. The Company may seek authority to change this rate, if approved by the Indiana Utility Regulatory Commission.

STANDARD CONTRACT RIDERS APPLICABLE:

NONE

PAYMENT:

This rate requires Customers to prepay for the voluntary service provided pursuant to this tariff by means of credit, debit, or pre-paid cards only, as determined by the Company. Payment must be made before charging service is rendered.

TERM:

The anticipated term for this rate is two (2) years beginning with the Commission approved effective date.

RULES:

Service hereunder shall be subject to the Company's Rules and Regulations for Electric Service, and to the Rules and Standards of Service for the Electrical Public Utilities of Indiana prescribed by the Indiana Utility Regulatory Commission, as the same are now in effect, and as they may be changed from time to time hereafter.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 150

STANDARD CONTRACT RIDER NO. 1
CUSTOMER LOAD CHARACTERISTICS
(Applicable to All Rates)

Where the Customer equipment installed may have intermittent, violently fluctuating or disruptive characteristics; for example, fire pumps, elevators, cranes, hoists, X-ray machines, welders, etc., the Customer shall, at his expense, install and operate such electrical and/or mechanical devices as are necessary to limit any and all fluctuation of voltage at the point of delivery not to exceed two percent (2%) above or below the impressed voltage at that point and/or to avoid damaging Company or other Customers facilities.

Where the Customer equipment installed may cause voltage or current wave distortion (harmonics); for example, rectifiers, inverters, adjustable speed drives, arc furnace facilities, etc; the Customer shall, at his expense, install and operate such electrical and/or mechanical devices as are necessary to limit total harmonic distortion of current on the Company's system to levels consistent with current industry standards, such as IEEE Std. 519-1992 and IEC 555-2 as they relate to Customer facilities.

If, because of the character of the Customer's load described above, the Company has to install additional capacity or facilities not deemed by the Company as necessary for normal service, the Company may install such facilities following notification to the Customer. The following Customer charges and conditions will prevail:

- A. There will be an additional monthly charge therefore of one and sixty-five hundredths percentum (1.65%) net of the cost, including installation cost, of the equipment used or ready to be used at the beginning of the monthly billing period, as shown on the inventory of the equipment attached hereto and revised when necessary to show additions to and removal of such equipment.
- B. Inventories of equipment will be revised whenever changes occur to reflect additions and removals and the current installed cost, as determined by the Company, at time of revision will be used to determine the monthly charge. All inventories will be reviewed whether or not additions or removals take place, at least every five (5) years, for the purpose of determining such current installed cost.
- C. The Company shall have the right to remove any such equipment when in its judgment it is no longer required by Customer's operation. The Customer shall pay the entire cost of removing the equipment to the Company's store room.
- D. The supply of said equipment shall be, in so far as possible, in complete units of lines and/or substations, to avoid the undesirable circumstances attendant with divided ownership and responsibility.
- E. Bills for the use of said transformers and/or supplementary equipment will be presented at the beginning of each month of such use and will be payable within fifteen days after presentation.

Effective

Indianapolis Power & Light Company
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Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 151

STANDARD CONTRACT RIDER NO. 1 (Continued)

- F. The Customer shall be responsible for the cost of replacing any of said facilities damaged or destroyed beyond repair; except, as the result of accidents beyond its control. The Customer shall also be responsible for the cost of all necessary repairs to said facilities other than usual replacements or repairs. The Customer hereby expressly covenants that it will save and hold harmless the Company, its successors or assigns, from all suits or claims for damage due to injury to persons or property which may be caused by or attributed in any way to the facilities covered by this agreement; except that the Company will be responsible for any injury to persons or property caused solely by its negligent or wrongful acts or omissions.

Where the Customer equipment installed may be sensitive to utility switching from reclosures, sectionalizers, disconnect switches, substation circuit breakers, etc. or natural phenomena; for example, faults, lightning, etc. that may result in a loss of service, transient, voltage sag, voltage swell, phase unbalance, etc. the Customer shall, at his expense, install and operate electrical and/or mechanical devices as are necessary to mitigate these effects.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

STANDARD CONTRACT RIDER NO. 2
STAND-BY SERVICE
(Applicable to Rates PL & SL)

Stand-by service is service which is available for use in place of another source of power supply, but which is not actually used except in emergency. A contract for such service for a term not less than one (1) year will be made with any Customer desiring stand-by service provided the Company has sufficient capacity in all of its necessary facilities to supply such service at the location requested and under the following conditions:

- A. Company will maintain facilities in readiness at all times to serve Customer's contract requirements, except in circumstances beyond Company's control.
- B. Customer at his expense will install and maintain all necessary facilities including throw-over switching devices.
- C. Customer will contract for sufficient capacity to meet his minimum requirements in increments of 100 KW but in no case for less than 500 KW.
- D. The contract capacity will be billed monthly under the provisions of Rate PL if service is delivered at primary voltage and Rate SL if service is delivered at secondary voltage. Capacity and energy used will be determined by a suitable Company-owned and maintained metering installation.
- E. The Company shall not be required to supply power in excess of the contract demand. If, however, the contract demand is exceeded in any billing period such higher billing demand shall be used for all of the remaining billing periods for the current term of the contract unless superseded by a higher demand. The billing demand for any contract term may never be less than the greater of the highest actual demand or the contract demand. Demands will be determined in accordance with the provisions of the applicable rate schedule.
- F. Arrangement for reduction of the capacity being billed may be made at any time, at the Customer's request, provided the new capacity requested to be reserved for the Customer is not less than the average of the three greatest demands occurring in any one of the immediately preceding twelve months, nor less than the original quantity contracted for.

Effective

Indianapolis Power & Light Company
One Monument Circle
Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 154

STANDARD CONTRACT RIDER NO. 4
ADDITIONAL CHARGE FOR TRANSFORMERS AND OTHER FACILITIES
FURNISHED BY COMPANY TO CUSTOMER
(Applicable to Rates SS, OES, SL, PL, CSC, and HL)

If, because of the character of the Customer's load, Customer's desire for duplicate service facilities, legal or engineering requirements or other good reason, the Customer requests the Company to install facilities not deemed by the Company as necessary for normal service, the Company will install such facilities providing the Company has no engineering, legal, or safety reason for not making such installation; or if the Customer desires the Company to own, operate and maintain equipment such as transformers, supplementary equipment, lines and other facilities on the Customer's side of the point of delivery of energy (i.e. Company's disconnect switches) Company, if it has such equipment, and if it is willing to do so, may furnish, operate and maintain said equipment for the Customer.

In either case the following conditions will prevail:

- A. There will be an additional monthly charge therefore of one and sixty-five hundredths percentum (1.65%) net of the cost, including installation cost, of the equipment used or ready to be used at the beginning of the monthly billing period, as shown on the inventory of the equipment attached hereto and revised when necessary to show additions to and removal of such equipment.
- B. Inventories of equipment will be revised whenever changes occur in the field to reflect installs and removals based on the current installed cost of all additions and original installed cost of the items being removed as determined by the Company. These changes will result in a revision to the monthly charge. All inventories will be reviewed for unbilled additions or removals at least every five (5) years, for the purpose of assuring the billing inventories are current.
- C. The term of this Contract shall begin at the time the service is installed and metered under the Customer's name and assigned rate classification and extend for a period of five (5) years. The Effective Date will appear on the estimated Billing Inventory. This agreement will be automatically renewed for successive like terms. This agreement may be cancelled by either party after fulfillment of the initial five-year term upon notice to that effect given to the other party at least sixty (60) days in advance.
- D. If, in the judgment of the Company, the Customer may not be expected at the time of installation to use such equipment for the term of this contract the Customer shall pay the entire cost of installation, removal, less the salvage value of the equipment in advance.
- E. The Company shall have the right to remove any such equipment when in its judgment it is no longer required by Customer's operation, or when in the Company's judgment the Customer's use of the equipment threatens to injure any of it.
- F. The supply of said equipment shall be, in so far as possible, in complete units of lines and/or substations, to avoid the undesirable circumstances attendant with divided ownership and responsibility.
- G. Bills for the use of said transformers and/or supplementary equipment will be presented at the beginning of each month of such use and will be payable within fifteen days after presentation.

Effective

Indianapolis Power & Light Company
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Indianapolis, Indiana

I.U.R.C. No. E-18

STANDARD CONTRACT RIDER NO. 4 (Continued)

The Customer shall be responsible for the cost of replacing any of said facilities damaged or destroyed beyond repair; except, as the result of accidents beyond its control. The Customer shall also be responsible for the cost of all necessary repairs to said facilities other than usual replacements or repairs. The Customer hereby expressly covenants that it will save and hold harmless the Company, its successors or assigns, from all suits or claims for damage due to injury to persons or property which may be caused by or attributed in any way to the facilities covered by this agreement; except that the Company will be responsible for any injury to persons or property caused solely by its negligent or wrongful acts or omissions.

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Indianapolis, Indiana

I.U.R.C. No. E-18

STANDARD CONTRACT RIDER NO. 5
SHORT TERM SERVICE
(Applicable to Rates SS, SL, and PL)

In consideration of the term during which electrical energy is to be supplied hereunder being less than the standard three (3) year term, such electrical energy will be delivered and paid for under the following conditions:

- A. The Contract is for continuous service during a term less than the standard three year term. It is not for intermittent periods of use.
- B. The use of the service shall conform to the availability clause of Rates SS, SL or PL, whichever is selected by the Customer.
- C. Contracts shall be for a specified capacity, stated in equivalent kilowatts at eighty percent (80%) lagging power factor or better.
- D. The demand charge and the minimum bill in any month of the contract term shall be calculated from the average of the three highest fifteen minute interval demands which occurred in the billing month under consideration, but not less than the highest demand billed in any of the preceding eleven months, nor less than seventy-five percent (75%) of the kilowatts of capacity contracted for.
- E. All other rate provisions shall be as stated in the applicable rate selected by the Customer.
- F. If a line extension is necessary it will be provided under Rule 12.1 or 12.2 of the Company's Rules & Regulations.

Effective

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I.U.R.C. No. E-18

Original No. 157

STANDARD CONTRACT RIDER NO. 6
FUEL COST ADJUSTMENT

(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, MU-1, APL, and EVX)

In addition to the rates and charges set forth in the above mentioned Rates, a fuel cost adjustment applicable for approximately three (3) months or until superseded by a subsequent factor shall be made in accordance with the following provisions:

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

$$\text{Adjustment Factor} = \frac{F}{S} - \$0.032938$$

where:

1. "F" is the estimated expense of fuel based on a three-month average cost beginning with the month of December 2017 and consisting of the following costs:
 - (a) The average cost of fossil and nuclear fuel consumed in the Company's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants including, as to fossil fuel, only those items listed in Account 151 and as to nuclear fuel only those items listed in Account 518 (except any expense for fossil fuel included in Account 151) of the Federal Energy Regulatory Commission's Uniform System of Accounts for Public Utilities and Licensees;
 - (b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in (c) below;
 - (c) The net energy cost, exclusive of capacity or demand charges, of energy purchased on an economic dispatch basis, and energy purchased as a result of a scheduled outage, when the costs thereof are less than the Company's fuel cost of replacement net generation from its own system at that time; less
 - (d) The cost of fossil and nuclear fuel recovered through intersystem sales including fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.
2. "S" is the estimated kilowatt-hour sales for the same estimated period set forth in "F", consisting of the net sum in kilowatt-hours of:
 - (a) Net Generation,
 - (b) Purchases and
 - (c) Interchange-in, less
 - (d) Inter-system Sales,
 - (e) Energy Losses and Company Use.

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Original No. 158
Indianapolis, Indiana

STANDARD CONTRACT RIDER NO. 6 (Continued)

- B. The Adjustment Factor as computed above shall be further modified to allow the recovery of Utility Receipts taxes and other similar revenue-based tax charges occasioned by the fuel adjustment revenues.
- C. The Adjustment Factor may be further modified to reflect the difference between incremental fuel cost billed and the incremental fuel cost actually experienced during the months of.
- D. The Adjustment Factor to be effective for all bills for electric service beginning with the first billing cycles for (Regular Billing District 41 and Special Billing Route 01) will be \$X.XXXXXX per KWH.

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I.U.R.C. No. E-18

STANDARD CONTRACT RIDER NO. 7
EMPLOYEE BILLING
(Applicable to Rates RS and EVX)

AVAILABILITY:

Available, upon application, to employees of Indianapolis Power & Light Company, who have been employed continuously not less than twelve (12) consecutive months immediately prior to the date of application. An application must be made for each change of legal residence.

Electric water heating may be separately metered and separately billed in accordance with the Company's applicable rate schedule. When electric energy is used on the same premises for other than residential purposes, such energy shall be separately metered and billed in accordance with the Company's approved rate schedule applicable thereto, except as specifically allowed in Rule 29.3.

By acceptance of this rate the employee agrees that the Company may, at its option, deduct from the wages and salary of the employee charges for service which are due and payable under this rate.

The sum of the Customer and Energy Charges will be subject to a discount of ten percent (10%) or sixteen dollars (\$16.00), whichever is greater. All employees qualifying for this provision will be billed on Rate RS and Rate EVX, if applicable, and all of their terms and conditions shall apply.

Effective

Indianapolis Power & Light Company
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Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 160

STANDARD CONTRACT RIDER NO. 8
OFF-PEAK SERVICE
(Applicable to Rates SL, PL, PH, CSC, and HL)

It is further understood and agreed, the Customer having applied specifically for this service, that if the Customer will restrict his demand upon the facilities of the Company during certain "On-Peak" hours (which are defined below), the demand charge for the monthly billing will be computed as follows:

- A. One hundred percent (100%) of the demand charge for the billing demand established during the restricted On-Peak hours, plus
- B. Fifty percent (50%) of the demand charge for the difference between (1) the billing demand established during the "Off-Peak" hours, and (2) the billing demand established during the restricted "On-Peak" hours.

Billing demands for both the "Off-Peak" and "On-Peak" time periods will be the average of the three highest fifteen minute integrated demands established during the billing period for each respective time period.

The restricted "On-Peak" hours are defined as the time between 6 a.m. and 10 p.m. on all days except Saturdays and Sundays, which daily time period will be subject to change from time to time, due to changes in the Company's operating conditions. This change would occur only after no less than ten (10) days' notice has been given to all Customers who would be affected, and to the Indiana Utility Regulatory Commission.

For purposes of determining energy charges and demand ratchets to be applied in future months, the Billing Demand will be the average of the three highest fifteen minute integrated peaks, irrespective of time of occurrence.

Suitable instruments must be installed so that a definite record can be had of the Customer's demand.

All other provisions of the appropriate rate apply and are unchanged by this rider.

Effective

Indianapolis Power & Light Company
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Indianapolis, Indiana

I.U.R.C. No. E-18

Original No. 161

STANDARD CONTRACT RIDER NO. 9
NET METERING FOR CUSTOMERS WITH RENEWABLE ENERGY RESOURCES
(RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, EVX, and CSC)

AVAILABILITY:

Available to all Customers in good standing who have installed eligible net metering energy resources or other emerging renewable energy technologies the commission determines appropriate with Approved Electrical Connection. Total capacity on this Rider will be limited to one percent of the company's most recent summer peak load with forty percent (40%) of the capacity reserved solely for the participation of residential customers. Customer installations applicable to this Rider are limited to 1 MW or less. Facility capacity will be defined as the full load continuous rating of the generator under specified conditions designated by the manufacturer. For an inverter based generator, facility capacity will be defined as the lower value of the inverter, or aggregate output of all inverters' nameplate capacity in the facility.

It is the Customer's responsibility to request and provide relevant information to the Company for application of this Rider.

APPROVED ELECTRICAL CONNECTION:

Installation of the system will conform to the most current Indiana Electrical Code, and IEEE Std 1547. The net metering facility shall comply with the applicable requirements of 170 IAC 4-4.3. Inverter based systems listed by Underwriters Laboratories (UL) to UL Standard 1741, published May 7, 1999, as most recently revised, are acceptable as the testing basis for certification to IEEE Std 1547 requirements.

Conformance with the codes and standards does not convey any liability to the Company for damages or injuries arising from the installation or operation of the system.

METERING:

For customers served at single phase:

The Company will install one of the metering options below:

- 1) One main watt-hour meter capable of measuring net KWH.
- 2) One main watt-hour meter measuring KWH to the Customer, and one watt-hour meter measuring KWH to the Company. The reading of the second meter will be subtracted from the reading of the main meter to obtain net KWH for billing.

For Customers served at multi-phase:

The Company will not initially install special metering. The Company will, however, install metering capable of net metering, at the Customer's request and expense. Installation and use of the system in accordance with this Rider does not violate the exclusion provision under the qualifications for Rate SH.

In addition to the metering for billing, described above, the Company reserves the right to install, at its expense, a meter to measure the output of the system. The customer's responsibility includes all other wiring, raceways and connections associated with the system.

BILLING:

The bill will be calculated in accordance with all provisions of the appropriate tariffs. For purposes of billing, negative net KWH will be considered to be zero KWH. Negative net KWH will be carried forward to the next billing month. The credited KWH shall be carried forward indefinitely except that when the net metering customer elects to no longer participate in this Rider, all unused credits shall revert to the Company. Negative net KWH is not transferable to another account or service.

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I.U.R.C. No. E-18

STANDARD CONTRACT RIDER NO. 9 (Continued)

LIABILITY INSURANCE AND INDEMNITY:

A net metering Customer operating a net metering facility shall maintain homeowners, commercial, or other insurance providing a minimum of one hundred thousand dollars (\$100,000) for the liability of the insured against loss arising out of the use of a net metering facility.

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I.U.R.C. No. E-18

STANDARD CONTRACT RIDER NO. 10
BACK-UP POWER
(Applicable to Rates CGS and REP)

Back-up power means electric energy or capacity furnished by the Company to a Customer served on Rate CGS or Rate REP to replace energy, ordinarily generated by the Customer's own generation equipment, during an unscheduled outage of the Customer's generation equipment.

Where the energy is used exclusively for residential purposes, billing will be calculated on the rate provisions of Rate RS provided the Customer meets the availability, character of service, and specifications of Rate RS.

Where the energy is not used exclusively for residential purposes, billing will be calculated on the rate provisions of Rate SL, Rate PL, or Rate HL. Where the Customer has existing service on Rate SL, Rate PL, or Rate HL at the point of delivery of back-up power, the back-up power rate will be calculated at the same rate as the existing service. Where the Customer has only back-up power or maintenance power from the Company, a Customer served at the secondary voltage level will be billed on the rate provisions of Rate SL and a Customer served at the primary voltage level or above will be billed on the rate provisions of Rate PL or Rate HL.

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I.U.R.C. No. E-18

STANDARD CONTRACT RIDER NO. 11
MAINTENANCE POWER
(Applicable to Rates CGS and REP)

Maintenance power means electric energy or capacity furnished by the Company to a Customer served on Rate CGS or Rate REP during scheduled outages of the qualifying facility.

Where the energy is used exclusively for residential purposes, billing will be calculated on the rate provisions of Rate RS provided the Customer meets the availability, character of service, and specifications of Rate RS.

Where the energy is not used exclusively for residential purposes, billing will be calculated on the rate provisions of Rate SL, Rate PL, or Rate HL. Where the Customer has existing service on Rate SL, Rate PL, or Rate HL at the point of delivery of maintenance power, the maintenance power rate will be calculated at the same rate as the existing service. Where the Customer has only maintenance power or back-up power from the Company, a Customer served at the secondary voltage level will be billed on the rate provisions of Rate SL and a Customer served at the primary voltage level or above will be billed on the rate provisions of Rate PL or Rate HL.

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Indianapolis Power & Light Company
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I.U.R.C. No. E-18

STANDARD CONTRACT RIDER NO. 12
SUPPLEMENTARY POWER
(Applicable to Rates CGS and REP)

Supplementary power means electric energy or capacity furnished by the Company to a Customer served on Rate CGS or Rate REP used regularly by the qualifying facility in addition to that which the facility generates itself.

Where the energy is used exclusively for residential purposes, billing will be calculated on the rate provisions of Rate RS provided the Customer meets the availability, character of service, and specifications of Rate RS.

Where the energy is not used exclusively for residential purposes, billing will be calculated on the rate provisions of Rate SL if the Customer is served at the secondary voltage level and Rate PL or Rate HL if the Customer is served at the primary voltage level or higher.

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Indianapolis Power & Light Company
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Indianapolis, Indiana

I.U.R.C. No. E-18

STANDARD CONTRACT RIDER NO. 13
AIR CONDITIONING LOAD MANAGEMENT ADJUSTMENT
(Applicable to Rates RS, CW (with associated Rate RS service),
SS, SH, UW, CW (with associated Rate SS service), SL, PL, PH and HL)

In addition to the rates and charges set forth in the above-mentioned Rates, an Air Conditioning Load Management Adjustment (ACLM Adjustment) applicable for the summer months of June through September shall be made in accordance with the following provisions:

- A. Eligible Customers, with central air conditioning having an electric motor driven compressor, who establish a new electric service, subsequent to approval of this rider, and subsequent to the initiation of a non-participant surcharge (see paragraph C), have the option to participate in the Air Conditioning Load Management program. At the time the service is established, the Customer must elect to become a participant or non-participant. At any time thereafter, but limited to one change per year, a Customer may elect to change his status from participant to non-participant, or from non-participant to participant. Eligible Customers, not establishing or changing service, may also volunteer to participate in the program and will at that time be considered a participant. Notification of the Customer's election will be made in accordance with the Company's procedures. The Company, at its sole discretion, will determine which Customers will be considered to be eligible Customers.
 1. If the Customer becomes a participant, the Company, or its contractors, will install an air conditioning load management device at a time that is consistent with the orderly and efficient deployment of this program. After the device is installed, the device will be activated at the next record date, and the customer will receive a credit on each bill issued in the summer months following the record date, as further described below.
 2. If the Customer becomes a non-participant, an additional charge may be added to each summer month bill, as further described below.
- B. Air conditioning cycling, using the air conditioning load management device, may occur between May 1 and September 30. Record dates to determine participant status will be May 15, June 15, July 15, and August 15. If no non-participant surcharges are to be collected (per paragraph C), then the record dates will be based on the date the customer signs up. In either case, credits or charges will be added to bills issued in June, July, August, and September.
- C. An ACLM Adjustment charge of \$5.00 may be added to each Rate RS and CW (with associated RS service) non-participant's bill for each summer month that the Customer is determined to be a non-participant at the record date in the preceding month. This determination will be made no more than once per year. Initially, there will be no surcharge.
- D. An ACLM Adjustment credit of \$5.00 will be deducted from each Rate RS and CW (with associated RS service) participant's bill for each summer month that the Customer is determined to be a participant at the record date in the preceding month. In addition, participants may choose the half-cycle service option. The air conditioners of the half cycle participants will be cycled at no more than half the prescribed cycling rate of the full participants, unless an emergency exists. An ACLM Adjustment credit of \$3.00 will be deducted from each Rate RS and CW (with associated RS service) half cycle participant's bill for each summer month that the Customer is determined to be a participant at the record date in the preceding month.
- E. An ACLM Adjustment credit of \$5.00 per ton of cooling capacity will be deducted from each Rate SS, SH, UW, CW (with associated Rate SS service), SL, PL, PH and HL participant's bill for each summer month that the Customer is determined to be a participant at the record date in the preceding month.

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Indianapolis Power & Light Company
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I.U.R.C. No. E-18

Original No. 166

STANDARD CONTRACT RIDER NO. 14
INTERRUPTIBLE POWER
(Applicable to Rates CSC, HL and PL)

AVAILABILITY:

Available to Rate HL and PL Customers who enter into a written contract for interruptible power for a term of 5 years. Total interruptible capacity to be made available under this rider is limited to 100 megawatts. This rider will only be available to Customers with an interruptible demand of at least 1,500 KW.

DEFINITIONS:

Interruptible Credit (IC): The amount credited to a Customer's monthly bill for contracting for interruptible power.

Capacity Credit (CC): The capacity credit is the monthly credit, before adjustments, the Customer receives for each KW of Period Interruptible Demand.

Peak Period Hours (PPH): All hours between 11 a.m. and 10 p.m., May through October and between 8 a.m. and 10 p.m., November through April for all days except Saturday, Sunday and holidays.

Notification Adjustment (NA): This factor is dependent on the notification period the Customer agrees to as follows:
1.0 for ten (10) minute notification period.
0.9 for one (1) hour notification period.
0.8 for two (2) hour notification period.

Period Interruptible Demand (PID): The Billing Demand less the Firm Power Level.

Firm Power Level (FPL): The specified level of demand in KW that the Customer agrees not to exceed during each Interruption Period.

Interruption Period (IP): A particular period chosen by the Customer during which the Customer, after proper notification, is required to ensure that its metered KW load will not exceed its FPL. The Interruption Period does not include any period of interruption caused by Force Majeure as defined in the contract.

Billing Demand (BD): Customer's Billing Demand as determined under the Company's rate schedule covering its firm electric service to the customer.

Peak Period Load Factor Adjustment (PPLFA):

The decimal, calculated monthly, rounded up to four places, derived from the formula:

$$\frac{(\text{Customer KWH consumption during PPH} - (\text{FPL} \times \text{PPH}))}{((\text{BD} - \text{FPL}) \times \text{PPH})}$$

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Indianapolis Power & Light Company
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I.U.R.C. No. E-18

STANDARD CONTRACT RIDER NO. 14 (Continued)

CAPACITY CREDIT SCHEDULE:

Capacity Credit: \$ 6.00 per KW

INTERRUPTIBLE CREDIT CALCULATION:

The Interruptible Credit (IC) for a particular monthly bill shall be the product of the Capacity Credit (CC), the Peak Period Load Factor Adjustment (PPLFA), the Notification Adjustment (NA), and the Period Interruptible Demand (PID).

$$IC = CC \times PPLFA \times NA \times PID$$

MAXIMUM HOURS OF INTERRUPTION:

The Customer shall not be required by the Company to reduce the load to the Firm Power Level more than a total of 200 hours during any calendar year. Each request for an interruption shall be counted as the greater of eight (8) hours or the number of hours that the Company's electric service to the Customer was actually interrupted during the Interruption Period.

CONTRACT RENEWAL:

If the Customer wishes to extend the contract for an additional 5 years at the end of a contract period, the Customer must provide the Company with a notification of that intent at least two (2) years prior to the end of the contract. This renewal option is contingent on the continued availability of this rider, or a successor interruptible rate tariff or rider.

FIRM POWER LEVEL MODIFICATION:

After completion of the Customer's first year under an interruptible contract, the Customer may elect to modify its FPL by written notification to the Company. Modifications will be allowed provided that the Company determines that the amount of interruptible demand shall not thereby be reduced.

METHOD OF INTERRUPTION:

Notification of an interruption will be provided by telephone to the Customer by the Company. The Customer shall designate in writing a number for a dedicated telephone where someone will be available during all hours the Customer operates above the Firm Power Level. The individual who answers the telephone must be authorized to respond to the request for interruption. This does not preclude the Company and the Customer from establishing a written, mutually agreed upon alternative form of notification.

NOTIFICATION OF INTERRUPTION:

The Customer shall select the notification option which shall be effective for the duration of the contract.

- Option 1: The Company shall provide ten (10) minutes of advance notice for the Customer to reach the Firm Power Level.
- Option 2: The Company shall provide one (1) hour of advance notice for the Customer to reach the Firm Power Level.
- Option 3: The Company shall provide two (2) hours of advance notice for the Customer to reach the Firm Power Level.

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I.U.R.C. No. E-18

Original No. 168

STANDARD CONTRACT RIDER NO. 14 (Continued)

REQUESTS TO INTERRUPT LOAD:

The Customer shall be interrupted when the Company finds it necessary to maintain system integrity, including instances when called by MISO in the event of a system emergency. The Company's determination that an interruption is necessary to maintain system integrity shall be final and binding on all parties to the contract. The Company maintains the right to discontinue the supply of electric energy to the Customer, if insufficient capacity resources are available to the Company, and if the Customer fails to reduce load to the Firm Power Level.

The Company maintains the right to call for an interruption to test and verify the Customer's ability to interrupt. Such test will be limited to one time per calendar year; provided, however, that each and every failure of the Customer to comply with a request to interrupt load will entitle the Company to call for one additional test. Further, the Company agrees to notify the Customer as to the month the test will take place, and will consider avoiding tests on days which may cause a unique hardship to the Customer's overall operation.

PENALTY FOR REFUSAL TO INTERRUPT LOAD:

If the Customer does not reduce the load to the Firm Power Level within the selected advance notice period, then the Customer will not receive an Interruptible Credit for that month. In addition, the Customer will pay a penalty for the demand for each KW above the Firm Power Level during the interruption period in the amount of two times the Capacity Credit per KW or MISO penalty, whichever is greater. This penalty is imposed each time the interruption is refused.

DISPATCHABLE CURTAILMENT:

In addition to interruptions for system integrity, the Company may call, at its discretion, for a limited number of curtailments when the market price of power is at or above \$100/MWh ("Dispatchable Curtailment"). Those requests will be at a minimum of sixty (60) minutes of notification, a maximum of two (2) calls per week, a maximum of five (5) calls per month, a maximum of eighty (80) hours per year, a minimum curtailment of four (4) hours per call, and a maximum curtailment of eight (8) hours per call. The Customer may select, if the Company approves, a different firm power level ("Dispatchable Firm Power Level") for purposes of Dispatchable Curtailment events. The Customer has the option during a call by the Company for a Dispatchable Curtailment to avoid such curtailment by agreeing to pay the product of the actual hourly market price of the energy and the actual energy used by the Customer above its Dispatchable Firm power Level. Any energy consumed above the Dispatchable Firm Power Level during a Dispatchable Curtailment event will be billed at the actual hourly market price of the energy. The Customer may audit the Company's representation of the hourly market price of energy.

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I.U.R.C. No. E-18

STANDARD CONTRACT RIDER NO. 15
LOAD DISPLACEMENT
(Applicable to Rates CSC, HL, PL, SH & SL)

AVAILABILITY:

Available to the Rate HL, PL, SH, and SL Customer who has at least 250 KW generating capability and who enters into a written contract to provide the generating capability upon request to displace a portion of the Customer's load. The Company will, from time to time, inform interested Customers of the terms for Load Displacement. This rider is not applicable to any Customer's service that is otherwise curtailable or interruptible. Total capacity to be made available under this rider will be limited to an amount to be determined by the Company each time an offer is made.

DEFINITIONS:

- Contract Term: Calendar months that the Company offers to purchase Load Displacement.
- Capacity Credit: The capacity credit the Customer receives for each KW of load displacement generation capacity that the Customer provides the Company.
- Energy Credit: The energy credit the Customer receives for each KWH of load displacement generation that the Customer provides the Company.
- Generator Output Factor: The average generator output calculated monthly and rounded to the nearest KW, derived from the following formula:
- $$\frac{\text{Sum of Generator Output (in KWH) during Requested Operation}}{\text{Hours of Requested Operation}}$$
- Prior to a Company request for a Customer to operate load displacement generation the Generator Output Factor will be established by test.
- Monthly Capacity Credit: An amount credited to a Customer's monthly bill for contracting to provide load displacement generation capacity.
- Monthly Energy Credit: An amount credited to a Customer's monthly bill for energy provided by the Customer during Load Displacement Periods.
- Load Displacement Period: The period the Company requests a Customer to operate load displacement generation. The Company will notify the Customer of the start-time and the conclusion of the Load Displacement Period.

ADJUSTMENTS TO MONTHLY BILLING DEMAND AND ENERGY:

Load displacement generation output will be added to the Customer's metered demand and energy during each load displacement period. The resulting fifteen minute interval demands will be considered in the determination of the Customer's monthly billing demand. Credits will be calculated for a calendar month and included in the next bill issued to the Customer.

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Indianapolis Power & Light Company
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I.U.R.C. No. E-18

STANDARD CONTRACT RIDER NO. 15 (Continued)

CALCULATION OF MONTHLY CAPACITY CREDIT:

The Monthly Capacity Credit for a particular bill shall be the product of the Capacity Credit, as specified on the offer sheet, and the Generator Output Factor as follows:

$$\text{Monthly Capacity Credit} = \text{Capacity Credit} \times \text{Generator Output Factor less administrative fee if applicable}$$

The Generator Output Factor to be used in the computation of the Monthly Capacity Credit will be based on all hours of requested load displacement operation during the calendar month. If there are no Load Displacement Periods during the month, the credit will be calculated using the previous month G.O.F.

CALCULATION OF MONTHLY ENERGY CREDIT:

The Monthly Energy Credit the Customer receives shall be the product of the Customer's metered output (in KWH) during the Load Displacement Periods that occur during the calendar month and the Energy Credit as specified on the offer sheet, as follows:

$$\text{Monthly Energy Credit} = \text{Energy Credit} \times \text{metered output during Load Displacement Period}$$

REQUEST FOR CUSTOMER TO OPERATE LOAD DISPLACEMENT GENERATION:

Requests for a Customer to operate the load displacement generation will be provided by the Company to the Customer by telephone. The Customer shall designate in writing a number for the Company to provide notification of load displacement periods. This does not preclude the Company and the Customer from agreeing to alternative means for the Company to request the Customer operate load displacement generation.

PENALTY FOR FAILURE TO DISPLACE:

If Customer fails to displace load in accordance with the agreement, Customer may be removed from the program at the Company's discretion.

OPERATION AND MAINTENANCE:

Customers will operate and maintain load displacement generation equipment in accordance with the recommendations of the equipment manufacturer as well as local, state, and federal governing agencies.

METERING:

The Company shall own, furnish and install the necessary electric meters, test-switches and recorders. The Customer will provide space and install the metering cabinets, conduit, wire, potential transformers, current transformers and mounting boards consistent with Company specifications. Each metered bus shall be connected to load displacement totaling at least 250 KW of generating capability. The Company shall, at all times have the right to obtain meter readings and inspect and test the meters. If, at the Customer's request, the Company removes a meter installed for this rider, and subsequently the Customer contracts under this rider, or any other rider requiring a meter, the Customer will pay the full installed cost of the meter. Meter base must be installed outside of premise with four (4) feet of clearance and unrestricted access (new construction and/or altered electrical service installations).

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Indianapolis Power & Light Company
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I.U.R.C. No. E-18

STANDARD CONTRACT RIDER NO. 15 (Continued)

TESTING:

The Company reserves the right to test and verify the Customer's ability to displace. Such test will be limited to one time per calendar year; with the understanding that each and every failure of the Customer to comply with a request to displace load will entitle the Company to call for one additional test.

PARALLEL OPERATION:

Customers who desire to operate load displacement generating equipment in parallel with the Company's system shall provide to the Company a detailed electrical plan of the Customer's facilities and receive written approval to so operate. The equipment must be designed, installed, operated and maintained in a manner that is acceptable to the Company.

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I.U.R.C. No. E-18

Original No. 175

STANDARD CONTRACT RIDER NO. 17
CURTAILMENT ENERGY
(Applicable to Rates CSC, HL, PL, SL, & PH)

AVAILABILITY:

Available to the Rate HL, PL, SL, and PH Customer who enters into a written contract to curtail a portion of Customer's electric load upon request. The Company will, from time to time, inform interested Customers of the terms for Curtailment Energy. This rider is not available to any Customer who is otherwise interruptible or curtailable. Company does not warrant uninterrupted delivery of energy and a Customer choosing this Rider remains subject to periods of reduced energy supply due to disruptions of transmission or distribution facilities or any failure of supply regardless of cause.

DEFINITIONS:

- Contract Term: Calendar months that the Company offers to purchase Curtailment Energy (generally, but not exclusively, quarterly).
- Firm Power Level (FPL): The demand in KW that Customer agrees not to exceed during each Curtailment Period.
- Curtailment Period: A period of time chosen by the Company in its sole discretion during which the Customer, after proper notification, should reduce its metered KW load to the FPL. The Curtailment Period does not include any period of reduced electric supply applicable due to disruption to transmission or distribution facilities, failure of supply or caused by Force Majeure as defined in the contract.
- Energy Credit Rate: The energy credit the Customer receives for each KWH of Curtailment Energy Customer provides the Company. The energy credit will be specified by the Company at the time a Contract Term is defined.
- Capacity Credit Rate: The capacity credit the Customer receives for each KW of Curtailment capacity the Customer provides the Company.
- Noncompliance Energy Rate: The charge for each KWH of Noncompliance Energy that the Customer consumes during a Curtailment Period. The charge will be equal to twice the Energy Credit.
- Proforma Load: The Company's estimate of the Customer's load during a Curtailment Period that would have occurred but for the Company's request to curtail.
- Available Curtailment Energy: The KWH energy obtained by subtracting the FPL from the Proforma Load for each hour of the Curtailment Period.

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I.U.R.C. No. E-18

Original No. 176

STANDARD CONTRACT RIDER NO. 17 (Continued)

DEFINITIONS: (Continued)

Curtailment Energy: The KWH energy obtained by subtracting the Customer's actual metered consumption from the Proforma Load for each hour of the Curtailment Period.

Noncompliance Energy: The result of subtracting Curtailment Energy from Available Curtailment Energy. Negative values will not be used in billing.

Curtailment Capacity: The difference between the Customer's billing demand and the FPL.

ADJUSTMENTS TO MONTHLY BILLING:

Curtailment Energy will be added to the Customer's metered energy during each Curtailment Period. The Company can specify a recovery period following a Curtailment Period. During the recovery period, the Customer's demand will not be used in determining the billing demand; however, the Customer must still limit his consumption to the capacity of the existing service. The availability and timing of a recovery period will be set for each Contract Term. All credits and charges will be calculated for a calendar month and reflected on a subsequent bill issued to the Customer.

NOTIFICATION OF CURTAILMENTS:

The Company will provide at least 10 hours' notice prior to the beginning of a Curtailment Period. Notification procedures will be specified in the contract.

MAXIMUM HOURS CUSTOMER REQUESTED TO CURTAIL LOAD:

The Company in its sole discretion will set the maximum hours for curtailment at the time a contract offer is made. The hours will be limited for the Contract Term and for each month of the Contract Term. The Curtailment Period will not be more than 8 hours in any one day, and does not include any period of reduced electric supply applicable due to disruption to transmission or distribution facilities, failure of supply or caused by Force Majeure as defined in the contract.

MINIMUM CURTAILMENT CAPACITY:

Customer will provide at least 500 kW Curtailment Capacity. School systems with multiple services can have services with less than 500 kW of Curtailment Capacity, but the total Curtailment Capacity of all services must be greater than 2000 kW and there will be one notification per school system.

CALCULATION OF MONTHLY ENERGY CREDIT:

Customers will receive a credit that is the product of the Energy Credit Rate and the Curtailment Energy.

CALCULATION OF MONTHLY CAPACITY CREDITS:

Customers will receive a credit that is the product of the Curtailment Capacity and the Capacity Credit Rate. The credit will be reduced by an administrative fee, which will be set for each Contract Term.

CALCULATION OF MONTHLY NONCOMPLIANCE ENERGY CHARGE:

Customers will receive an additional charge that is the product of the Noncompliance Energy Rate and Noncompliance Energy or applicable MISO penalty, whichever is greater.

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I.U.R.C. No. E-18

STANDARD CONTRACT RIDER NO. 17 (Continued)

NONCOMPLIANCE:

If in any month the Curtailment Energy as a percent of the available Curtailment Energy is less than 95%, the Customer may, at the Company's discretion, lose the Capacity Credit for that month. If in any month the Curtailment Energy as a percent of the available Curtailment Energy is less than 90%, the Customer may, at the Company's discretion, lose the Capacity Credit for that month and pay the Company an amount equal to the lost Capacity Credit. Continued non-compliance may also result in the Customer's removal from the program at the Company's discretion.

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Indianapolis Power & Light Company
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I.U.R.C. No. E-18

STANDARD CONTRACT RIDER NO. 18
CURTAILMENT ENERGY II
(Applicable to Rates CSC, HL, PL, SL, & PH)

AVAILABILITY:

Available to the Rate HL, PL, SL, and PH Customer who enters into a written contract to curtail a portion of Customer's electric load upon request at a specified service. Customers desiring this rider for multiple services will be required to have a contract for each service desired. The Company will, from time to time, inform interested customers of the terms for curtailment energy. It is the Company's sole discretion as to the amount and timing of curtailment energy. This rider is not available to any Customer who is otherwise interruptible or curtailable.

DEFINITIONS:

Contract Term:	Calendar months that the Company offers to purchase curtailment energy (generally, but not exclusively, quarterly).
Firm Power Level(FPL):	The demand in KW that Customer agrees not to exceed during each Curtailment Period.
Curtailment Period:	A period of time chosen by the Company in its sole discretion during which the Customer, after proper notification, should reduce its metered KW load to the FPL. The Curtailment Period does not include any period of reduced electric supply applicable due to disruption to transmission or distribution facilities, failure of supply or caused by Force Majeure as defined in the contract.
Curtailment Energy Rate:	The energy credit the Customer receives for each KWH of Curtailment Energy Customer provides the Company. The energy rate will be specified by the Customer in response to a Company offer to purchase Curtailment Energy.
Excess Energy Rate:	The energy credit the customer receives for each KWH of Excess Energy Customer provides the Company.
Noncompliance Energy Rate:	The energy charge for each KWH of Noncompliance Energy that the Customer consumes during a Curtailment Period. This rate will be equal to twice the Curtailment Energy Rate, as specified on the offer sheet or the applicable MISO penalty, whichever is greater.
Proforma Load:	The Company's estimate of the Customer's load during a Curtailment Period that would have occurred but for the Company's request to curtail.
Curtailment Energy:	The KWH energy obtained by subtracting the greater of the FPL or the actual metered consumption from the Proforma Load for each hour of the Curtailment Period that the Proforma load exceeds the FPL.
Excess Energy:	The KWH energy obtained by subtracting the Customer's actual metered consumption from the FPL for each hour of the Curtailment Period that the Proforma load exceeds the FPL.

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I.U.R.C. No. E-18

STANDARD CONTRACT RIDER NO. 18 (Continued)

DEFINITIONS: (Continued)

Noncompliance Energy: The KWH energy obtained by subtracting the FPL from the Customer's actual metered consumption for each hour of the Curtailment Period.

Curtailment Capacity: The difference between the Customer's billing demand and the FPL.

ADJUSTMENTS TO MONTHLY BILLING:

Curtailment Energy will be added to the Customer's metered energy during each Curtailment Period. The Company can specify a recovery period following a Curtailment Period. During the recovery period, the Customer's demand will not be used in determining the billing demand; however, the Customer must still limit his consumption to the capacity of the existing service. The availability and timing of a recovery period will be set for each Contract Term. All credits and charges will be calculated for the Curtailment Periods that have occurred up to the end of the billing period. If a calculation for Curtailment Energy, Excess Energy, or Noncompliance Energy results in a negative hourly value, the value will be zero.

NOTIFICATION OF CURTAILMENTS:

The Company will provide at least one hour notice prior to the beginning of a Curtailment Period and the length of the Curtailment Period. The Company and Customer may mutually agree to extend the Curtailment Period. Notification procedures will be specified in the contract.

MAXIMUM HOURS CUSTOMER REQUESTED TO CURTAIL LOAD:

The allowable hours of curtailment will be set for each contract term.

MINIMUM CURTAILMENT CAPACITY:

Customer will provide at least 1,000 KW Curtailment Capacity.

CALCULATION OF MONTHLY ENERGY CREDIT:

Customers will receive a credit that is the product of the Curtailment Energy Rate and the Curtailment Energy plus the product of the Excess Energy Rate and the Excess Energy.

CALCULATION OF MONTHLY NONCOMPLIANCE ENERGY CHARGE:

Customers will receive an additional charge that is the product of the Noncompliance Energy Rate and Noncompliance Energy.

MINIMUM ENERGY CREDIT:

The Company will calculate a minimum energy credit equal to the total curtailment capacity provided during the contract term and a minimum energy credit factor, which will be specified at the time of an offer. If, at the end of the contract term, the total curtailment and excess energy credits paid during the contract term are not equal to or greater than the minimum energy credit calculation, the Company will provide an additional credit.

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I.U.R.C. No. E-17

STANDARD CONTRACT RIDER NO. 20
ENVIRONMENTAL COMPLIANCE COST RECOVERY ADJUSTMENT
(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, CSC, MU-1, APL, and EVX)

In addition to the rates and charges set forth in the above mentioned Rates, an Environmental Compliance Cost Recovery Adjustment (ECCRA), applicable until superseded by a subsequent factor, shall be made in accordance with the following provisions:

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

$$\text{ECCRA} = \frac{\text{EC}}{\text{S}} \quad (\text{For each rate class})$$

where:

1. "EC" is the calculated revenue requirement calculated for the six month period beginning September 2017 as follows:
 - (a) The revenue requirement for environmental compliance investment; plus
 - (b) Operation and Maintenance Expenses on in-service environmental compliance property; plus
 - (c) Depreciation Expense on in-service environmental compliance property; plus
 - (d) Costs for NOx Emission Allowances
 2. "S" is the estimated kilowatt-hour sales for the same estimated period set forth in "EC," consisting of the net sum in kilowatt-hours of:
 - (a) Net generation,
 - (b) Purchases and
 - (c) Interchange-in, less
 - (d) Inter-system Sales,
 - (e) Energy Losses and Company Use
- B. The ECCRA as computed above for each rate class shall be further modified to allow the recovery of gross receipts taxes and other similar revenue-based tax charges occasioned by the ECCRA revenues.
- C. The Adjustment Factor to be effective for all bills beginning with the first billing cycle of for electric services in Regular Billing District 41 and Special Billing District 01 will be:
- \$X.XXXXXX per KWH for Rates RS, CW, and EVX (with associated Rate RS service)
- \$X.XXXXXX per KWH for Rates SS, SH, OES, UW, CW, and EVX (with associated Rate SS service)
- \$X.XXXXXX per KWH for Rate HL, PL
- \$X.XXXXXX per KWH for Rates SL, PH, and EVX (with associated Rate SL service)
- \$X.XXXXXX per KWH for Rates MU-1, APL

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I.U.R.C. No. E-18

STANDARD CONTRACT RIDER NO. 21
GREEN POWER INITIATIVE

(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, CSC, and EVX)

AVAILABILITY:

Available to eligible customers who wish to purchase “Green Power” from the Company-sponsored “Green Power Initiative” 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 Wood 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:

Customers may voluntarily purchase a fixed percentage (25%, 50% or 100%) of their electricity from a renewable energy source. Commercial and Industrial Customers may also choose to purchase 10% of their electricity from a renewable energy source. For all Green Power kWh purchased per month, a rate of \$X.XXXXXX per kWh will be assessed.

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 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 fixed percentage of Green Power kWh billed at the applicable Green Power Rate.

TERMS AND CONDITIONS

1. The customer may enroll as a Green Power participant by written agreement, by telephone or through the internet and shall specify the fixed percentage of Green Power kWh. In the event no percentage is specified by the customer, 100% of the monthly kWh usage will be enrolled. If the

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STANDARD CONTRACT RIDER NO. 21 (continued)

TERMS AND CONDITIONS SECTION 1 (continued)

Customer requests to terminate participation, after Notice to the Company, the Customer's participation will terminate at the end of the current billing cycle.

2. 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 marketing and administrative costs of the Green Power Program.
3. 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.
4. Company may transfer RECs at the prevailing market price to any third party.
5. Company reserves the right to terminate the Rider after giving thirty (30) days notice to participating customers.
6. Company reserves the right to periodically revise the rate of the Rider, subject to approval of the Indiana Utility Regulatory Commission, based upon the price and availability of RECs and administrative and marketing costs.

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

In addition to the rates and charges set forth in the above mentioned Rates, a Demand-Side Management (DSM) Adjustment applicable for approximately six (6) months or until superseded by a subsequent factor shall be made in accordance with the following provisions:

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

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

where:

1. "P" is the estimate of DSM program operating costs and any financial incentives and other DSM costs approved for recovery by the Commission for the period from for the DSM programs described and approved in in Cause No. 44792 and proposed in Cause No. 44945.
 2. "LR" is the estimate of lost revenues for the same estimated period set forth in "P", calculated as follows:
 - (a) The participants for each program eligible for lost revenues recovery estimated for each of the six months; times
 - (b) The reduction in energy and demand for each program to obtain the total reduction in energy and demand for all DSM programs summed by rate. This total times
 - (c) The lost contribution to fixed costs for each rate, that is, the average marginal price by rate less the base cost of fuel and variable Operation & Maintenance expenses and/or the demand rate, to obtain the lost revenues by rate summed by rate class.
 3. "S" is the estimated kilowatt-hour sales, for the same estimated period set forth in "P", consisting of the net sum in kilowatt-hours of:
 - (a) Net generation,
 - (b) Purchases and
 - (c) Interchange-in, less
 - (d) Inter-system Sales,
 - (e) Energy Losses and Company Use
- B. The DSM Adjustment Factor as computed above for each rate class shall be further modified to allow the recovery of utility receipts taxes and other similar revenue-based tax charges occasioned by the DSM adjustment revenues.
- C. The DSM Adjustment Factor may be further modified to reflect the difference between the actual and estimated DSM Adjustment amounts and Customer participation levels.

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STANDARD CONTRACT RIDER NO. 22 (Continued)

D. The DSM Adjustment Factor to be effective for all bills rendered for electric service beginning with the first billing cycles for after approval will be:

	Non-Opt Out Customers	Opt-Out 2018 Customers	Opt-Out 2017 Customers	Opt-Out 2016 Customers
Tariff Class	\$/kWh	\$/kWh	\$/kWh	\$/kWh
Rates RS, CW, and EVX (with associated Rate RS service)	X.XXXXXXX	--	--	--
Rates SS, SH, OES, UW, CW, and EVX (with associated Rate SS service)	X.XXXXXXX	X.XXXXXXX	X.XXXXXXX	X.XXXXXXX
Rates PL, PH, HL, SL, and EVX (with associated SL service) customers	X.XXXXXXX	X.XXXXXXX	X.XXXXXXX	X.XXXXXXX
Rates MU-1 and APL	X.XXXXXXX	X.XXXXXXX	X.XXXXXXX	X.XXXXXXX

Note that customers who have elected to opt out effective January 1, 2015 or earlier (Opt-Out 2015 and Opt-Out 2014 Customers) will have a factor of zero under Standard Contract Rider No. 22.

E. Opt Out Procedures

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

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

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2. The opt out will only apply to a single site, and all (non-residential) services at such site will be subject to the opt out (with the Customer having the obligation to identify all such accounts and services to the Company). If a Customer has a Single Site with Qualifying Load, it shall opt out all non-residential accounts (services) receiving service at that Single Site. Such accounts will be opted out provided the Customer identifies the accounts in the Customer's notice to the Company of its election to opt out.
3. The customer must notify the Company of its decision to opt out prior to June 1, 2014 (for 2014 opt out), or prior to November 15 for opt out effective the following January.
4. 2014 opt outs shall be effective as of the first billing cycle following the customer's notice to the Company. 2015 and subsequent year opt outs shall be effective as of the January billing cycle following the customer's notice to the Company.
5. New customers of greater than one (1) megawatt via at least one (1) meter on a single (contiguous property) site may complete the form to opt out of the program immediately. New customers will need to have and demonstrate at least one (1) megawatt of demand as measured by a single demand meter, at a single (contiguous property) site before opt out will be approved and implemented.
6. The customer must provide written notice to the Company of its decision to opt out. Such notice must utilize a form provided by the Company. To the extent a Qualifying Customer notified Indianapolis Power & Light Company of its desire to opt out of EE Programs prior to June 1, 2014, Indianapolis Power & Light Company will still require the Qualifying Customer to complete the Opt Out form, with the date of initial notification preserved. All customer opt out notices are subject to Company verification of customer's eligibility to opt out.
7. The written notice must be received by Indianapolis Power & Light Company on or before the following dates for the opt out to take effect on the following effective dates:

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

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8. Customers that opt out will remain liable for energy efficiency program costs that accrued or were incurred, or relate to energy efficiency investments made, before the date on which the opt out is effective, regardless of the date on which rates reflecting such costs are actually charged. Such costs may include costs related to evaluation, measurement and verification (“EM&V”) required to be conducted after a customer opts out on projects completed under an energy efficiency program while the customer was a participant. In addition, such costs may include costs required by contracts executed prior to April 1, 2014 but incurred after the date of the Qualifying Customer’s opt out. However, these costs shall be limited to fixed, administrative costs, including costs related to EM&V. A Qualifying Customer shall not be responsible for any program operating costs such as the payment of energy efficiency rebates or incentives, incurred following the effective date of its opt out, with exception of incentives or rebates that are paid on applications that have not closed out at the effective date of its opt out. If the Company makes subsequent changes to the allocation of energy efficiency program costs, Qualifying Customers that opted out of participation will continue to pay those costs based on the allocation in effect at the time of the notice of opt out. Any reconciliation of energy efficiency program costs will likewise be allocated in the same manner in effect at the time of the Qualifying Customer’s notice of opt out.
9. A Qualifying Customer may opt back in effective January 1 of any year by providing notice by November 15 of the previous year. In order to opt back in, the Qualifying Customer must complete a form provided by the Company, or provide written notice to the Company in substantially the same format as the form provided by the Company that: (1) unequivocally indicates its desire to opt back in to the Company’s energy efficiency program, (2) lists all sites (and all services at such sites) which the customer intends to opt in, (3) contains a statement that the customer understands that by opting in, it is required to participate in the program for at least three (3) years and pay related costs including lost revenues and incentives, and (4) confirms that the signatory has authority to make that decision for the customer. Only the qualifying accounts/sites identified in the letter will be opted back into the energy efficiency program, and a customer opting back in must opt back in for all accounts at a single site.
10. Once a customer opts back in, that customer must participate for at least three (3) years, and may only opt out effective January 1 of the year following the third year of participation. If the customer elects to opt out again before the end of the three (3) year period, it may do so, but remains liable for and must continue to pay rates that include energy efficiency program costs for the remainder of the three (3) year period. If a customer elects to opt back out after the three (3) year period, that customer shall be responsible for energy efficiency program costs as outlined for other customers who have opted out of the energy efficiency program.

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STANDARD CONTRACT RIDER NO. 22 (Continued)

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

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STANDARD CONTRACT RIDER NO. 23
MARKET BASED DEMAND RESPONSE RIDER
(Applicable to Rates HL, PL, PH, and SL)

AVAILABILITY:

Available to the Rate HL, PL, PH, and SL Customers who enter into a written contract, fulfill the load requirement and can demonstrate the ability to reduce energy in accordance with the MISO requirements. ARCs may also aggregate Customers in accordance with a Standard Agreement and participate under this Rider. Customers and ARCs are hereafter referred to as "Participants." The term of such Standard Agreement shall have an initial period of one (1) year. The Company reserves the right to deny any application on a non-discriminatory basis based on the criteria identified in this Rider and the Standard Agreement with Participants. This Rider is not available to any Customer's service (either directly or through an ARC) that is otherwise participating in the Company's other interruptible or curtailment riders, including Riders 15, 17 or 18. Customers participating in Rider 14 may not make EDR offers. The Company reserves the right to limit megawatt ("MW") participation in this Rider as set forth in the applicable MISO BPM.

DEFINITIONS:

MISO:	Midcontinent Independent Transmission System Operator, Inc.
EDR:	Emergency Demand Response, a type of demand response resource as defined by MISO.
BPM:	MISO Business Practices Manual
DRR:	Demand Response Resource as defined in the BPM
ARC:	Aggregator of Retail Customers
Curtailment Energy:	The amount of load the Participant is capable of reducing from its Consumption Baseline.
Curtailment Period:	A period of time chosen by the Participant and included in its offer parameters during which the Participant makes available its load for curtailment under this Rider.
Consumption Baseline:	The Participant's actual usage as defined or accepted by MISO from time-to-time.
Firm Power Level:	The demand in kilowatt ("KW") that Participant agrees not to exceed during each Curtailment Period.
Retail Rate:	The Energy Charge set forth in the rate the Customer is served under plus any applicable Contract Rider assessed on an energy basis multiplied by the Curtailment Energy. In the event the rate a Customer is served under includes multiple blocks of Energy Charges, the Retail Rate shall be based on the Energy Charge for the last block of energy set forth in the tariff.

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STANDARD CONTRACT RIDER NO. 23 (Continued)

PROGRAM DESCRIPTION:

Participation in this Rider is voluntary and offers Participant the opportunity to authorize the Company to market their Curtailment Energy in the MISO market and to share in any MISO revenues generated. The Participant's Curtailment Energy is not eligible for enrollment in any other demand response program either directly or through a curtailment service provider. Company will enter into a Standard Agreement under this Rider which will specify the terms and conditions under which Participant agrees to reduce usage.

Programs to be offered upon commencement of this Rider include:

1. EDR Program which offers Customers the opportunity to reduce their electric costs and to help preserve reliable electric service by managing their electric usage during MISO declared emergency events.
2. DRR Type 1 Program which offers Customers the opportunity to be compensated for energy use reductions by authorizing the Company to offer such reductions into the MISO market on an economic basis.

Participation will be permitted on any particular day. Participants will be included in the daily offers to MISO unless they specify a desire not to participate on a particular day by the deadline established in the Standard Agreement. Company must be notified pursuant to the Standard Agreement on any day Participant desires to suspend participation.

Company may agree to provide additional programs beyond EDR and DRR Type 1 permitted in the MISO market through a Standard Agreement under this Rider. The availability of any Standard Agreement for a type of demand response program not specifically described in this Rider shall be subject to receipt of approval from the Indiana Utility Regulatory Commission ("Commission"). Program participation requirements will be detailed in the Standard Agreement including the ability to specify certain offer parameters.

CURTAILMENT ENERGY:

Participant must offer at least the minimum MW participation in this Rider as set forth in the applicable BPM for the type of resource offered. Participant will provide at least 100 KW Curtailment Energy for each participating location for the EDR Program and at least 1 MW Curtailment Energy for the DRR Type 1 Program. Each Participant electing service under this Rider shall contract for a definite amount of DRR, not to exceed the Customer's or aggregated Customers' normal demand capable of being curtailed.

Participant shall elect to participate in this Rider by choosing to:

1. Curtail to the Firm Power Level; or
2. Provide a specific level of demand reduction not to exceed the Participant's normal demand capable of being curtailed.

METERING REQUIREMENTS:

The Company will specify a communication plan in the Standard Agreement, which may include software, to be used to provide the Company with specified offer parameters and participation elections.

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STANDARD CONTRACT RIDER NO. 23 (Continued)

METERING REQUIREMENTS: (Continued)

Participant will be responsible for providing its own internet access if needed. Participant may purchase from either Company or other third-party suppliers any other necessary software, metering or other equipment to facilitate participation in this Rider. It is Participant's responsibility to ensure the compatibility of third-party supplier equipment or software packages with any Company-owned equipment or software packages. It is the Participant's responsibility to provide a telephone line dedicated for the meter or for the meter to be remotely accessed outside the enclosed area.

DRR TYPE 1 OFFERS:

When first registered, a default DRR Type 1 offer for economic energy will be established which will remain valid until updated or declared unavailable. All offers are applicable to every day noted in the DRR Type 1 offer. Default offers can only be made after the resource has been certified in compliance with MISO requirements. The initial registration fee shown below must be paid to the Company with submittal of the registration information.

EDR OFFERS:

When first registered, a default EDR offer will be established which will remain valid until updated or declared unavailable. All offers are applicable to every day noted in the EDR offer. Default offers can only be made after the resource has been certified in compliance with MISO requirements. The initial registration fee shown below must be paid to the Company with submittal of the registration information. If the resource is a Behind the Meter Generator ("BTMG"), the Customer must affirm in writing that: (1) it holds all necessary permits; (2) it possesses the necessary rights to operate the unit; (3) the BTMG is not a Network Resource (pursuant to MISO's FERC-approved tariff); and (4) if the resource is historically operated during non-emergency conditions, that the energy available for participation under this Rider is the increase in output that produces the demand reduction.

DAY AHEAD BID PROCESS:

The Participant shall submit the required information in the prescribed electronic format to the Company designee no later than the time stated in the Standard Agreement. The Participant's bid may be aggregated with other Participants' bids for submission to MISO.

MISO PERFORMANCE REQUIREMENTS:

Performance requirements are stated in the current BPM and Schedule 30 for EDR of the MISO Open Access Transmission Tariff which may be amended from time to time. It is the Participant's responsibility to comply with all of the minimum performance criteria specified by MISO. Participants must be able to accept dispatch instructions via an electronic interface.

PROCEDURES:

Registration requirements, notifications, performance, metering requirements and other operating procedures are contained in the Standard Agreement.

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STANDARD CONTRACT RIDER NO. 23 (Continued)

PENALTY FOR FAILURE TO PERFORM:

If the Participant does not reduce load by the bid amount within the prescribed notice time for the prescribed duration and other MISO parameters, the Company will incur penalties and other charges. Such penalties and other charges will be imposed on the Participant plus a \$500 fee for the Company's administrative costs incurred to determine and pay the penalty to MISO. If the Participant fails to comply with the provisions of curtailment under this Rider, the Company and the Participant will discuss methods to comply during future events. The Company may suspend Participant from participation in this Rider if any penalty remains unpaid after becoming due. The Company may terminate the Participant's participation in this Rider if MISO precludes the Participant's load from being offered into the MISO market, Participant refuses to cooperate in registering the Participant's Load with MISO, or if Participant's failure to reduce load adversely impacts reliability.

SETTLEMENTS:

The Company will remit to Participant the net proceeds (the "MISO Proceeds") from participating in this Rider as a credit on the Participant's monthly bill within thirty (30) days after the initial settlement and payment by MISO to the Company for Participant's participation in the MISO market unless specifically provided otherwise in the Standard Agreement. The initial bill credit will reflect settlements between the Company and MISO through the most recent weekly net settlement invoice prior to the regular monthly bill. A true-up shall take place on the bill following any additional settlement from MISO. The Company will deduct the Retail Rate for the energy not consumed by the Customer pursuant to this Rider and any applicable administrative fees set forth below from the MISO Proceeds which shall be applied as a billing credit.

AGGREGATORS OF RETAIL CUSTOMERS:

A third-party may aggregate Customers to facilitate participation by Customers in this Rider subject to (a) measurement and verification of customer response in a manner satisfactory to the Company sufficient to allow the Company to comply with any and all MISO requirements and (b) satisfaction of reasonable and appropriate qualifications for any participating ARC. Each individual Customer in such an aggregation of Customers must be identified by the ARC and all information needed for and the requirements for MISO participation and registration must be provided by the ARC. Each individual Customer must be capable of the meeting the minimum Curtailment Energy requirements. The ARC will be subject to the same requirements set forth for Customers as set forth in this Rider and may be subject to additional requirements as specified in 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.

TERMS AND CONDITIONS

Any interruptions or reductions in electric service caused by outages of Company's facilities, other than as provided under this Rider, will not be deemed a Curtailment Period under this Rider unless MISO reimburses the Company for Curtailment Energy. A Standard Agreement under this Rider 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 Participant's responsibility to monitor and control their demand and energy usage before, during and after notice period under this Rider.

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STANDARD CONTRACT RIDER NO. 23 (Continued)

FEES:

Annual Registration with Company	\$1,000.00
Modification to Registration	\$ 100.00
Additional day-ahead bid entry (per entry)	\$ 50.00

For bids cleared by MISO: Ten percent (10%) of the MISO Proceeds less any previously collected registration, modification, or additional day-ahead Bid Entry Fees not previously credited back to the Participant.

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Original No. 179.7

STANDARD CONTRACT RIDER NO. 24
 CAPACITY ADJUSTMENT

(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, EVX, CSC, MU-1, and APL)

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

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

$$CAP = \frac{\text{Customer Share}}{S} \quad (\text{For each rate class})$$

where:

1. “CAP” is the annual adjustment factor beginning with the month of June 2017 and consisting of the following costs:
2. “C” is the estimated total net Capacity revenue (or expense) consisting of:
 - (a) Purchases or sales in a centralized capacity auction,
 - (b) Bilateral purchases or sales,
 - (c) Settlements from financial transactions related to capacity, or
 - (d) Other capacity related expenses or revenue.
3. “Customer Share” of estimated capacity revenue (or expense) for the year shall be determined according to the table below:

Capacity revenue (or expense)	Jurisdictional Customer Share	Customer Share Results In
Below \$Base	100% of (C – \$Base)	Charge
Over \$Base	100% of (C – \$Base)	Credit

4. “Base” represents the \$11,288,000 of net Capacity revenues included in the determination of basic charges for service in Cause No. .
5. “S” is the estimated kilowatt-hour sales for the same estimated period set forth in “CAP”, consisting of the net sum in kilowatt-hours of:
 - (a) Net Generation,
 - (b) Purchases and
 - (c) Interchange-in, less
 - (d) Inter-system Sales,
 - (e) Energy Losses and Company Use.

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Original No. 179.71

STANDARD CONTRACT RIDER NO. 24 (Continued)

- B. The Adjustment Factor as computed above shall be further modified to allow the recovery of Utility Receipts taxes and other similar revenue-based tax charges occasioned by the capacity adjustment revenues.
- C. The Adjustment Factor may be further modified to reflect the difference between incremental capacity cost billed and the incremental capacity cost actually experienced during the nine-month period ended .
- D. The Adjustment Factor to be effective for all bills rendered for electric service beginning with the first billing cycles for (Regular Billing District 41 and Special Billing Route 01) will be:
 - \$X.XXXXXXX per KWH for Rates RS, CW, and EVX (with associated Rate RS service)
 - \$X.XXXXXXX per KWH for Rates SS, SH, OES, UW, CW, and EVX (with associated Rate SS service)
 - \$X.XXXXXXX per KWH for Rate HL and PL
 - \$X.XXXXXXX per KWH for Rates SL, PH, and EVX (with associated Rate SL service)
 - \$X.XXXXXXX per KWH for Rates MU-1 and APL

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STANDARD CONTRACT RIDER NO. 25
OFF-SYSTEM SALES MARGIN ADJUSTMENT
 (Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, EVX, CSC, MU-1, and APL)

In addition to the rates and charges set forth in the above mentioned Rates, an Off-System Sales (“OSS”) Margin Adjustment rider applicable for approximately twelve (12) months or until superseded by a subsequent factor shall be made in accordance with the following provisions:

A. The Off-System Sales Margin Adjustment shall be calculated by multiplying the KWH billed by an Adjustment Factor per KWH established according to the following formula:

$$\text{OSS} = \frac{\text{Customer Share}}{S} \quad (\text{For each rate class})$$

where:

1. “OSS” is the annual adjustment factor beginning with the month of June 2017 and consisting of the following:
2. “Customer Share” of estimated off-system sales margins for the year shall be determined according to the table below:

Off-System Sales Margin	Jurisdictional Customer Share	Customer Share Results In
Less than \$0	100% of (\$0-\$Base)	Charge
Up to \$Base	100% of (OSS Margin – \$Base)	Charge
Over \$Base	100% of (OSS Margin – \$Base)	Credit

3. Base represents the \$6,324,000 of off-system sales margins included in the determination of basic charges for service in Cause No. .
4. “S” is the estimated kilowatt-hour sales for the same estimated period set forth in “OSS”, consisting of the net sum in kilowatt-hours of:
 - (a) Net Generation,
 - (b) Purchases and
 - (c) Interchange-in, less
 - (d) Inter-system Sales,
 - (e) Energy Losses and Company Use.

B. The OSS Margin Adjustment Factor as computed above shall be further modified to allow the recovery of Utility Receipts taxes and other similar revenue-based tax charges occasioned by the off-system sales margin adjustment revenues.

C. The OSS Margin Adjustment Factor may be further modified to reflect the difference between incremental off-system sales margin revenue credited and the incremental off-system sales margin revenue actually experienced during the nine-month period ended .

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Original No. 179.81

STANDARD CONTRACT RIDER NO. 25 (continued)

- D. The OSS Margin Adjustment Factor as calculated above will be applied to all billed KWH for those tariff rates listed above.
- E. The OSS Margin Adjustment Factor to be effective for all bills rendered for electric service beginning with the first billing cycles for (Regular Billing District 41 and Special Billing Route 01) will be:
- \$X.XXXXXXX per KWH for Rates RS, CW, and EVX (with associated Rate RS service)
 - \$X.XXXXXXX per KWH for Rates SS, SH, OES, UW, CW, and EVX (with associated Rate SS service)
 - \$X.XXXXXXX per KWH for Rate HL and PL
 - \$X.XXXXXXX per KWH for Rates SL, PH, and EVX (with associated Rate SL service)
 - \$X.XXXXXXX per KWH for Rates MU-1 and APL

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STANDARD CONTRACT RIDER NO. 26
REGIONAL TRANSMISSION ORGANIZATION ADJUSTMENT
(Applicable to Rates RS, UW, CW, SS, SH, OES, SL, PL, PH, HL, MU-1, APL, CSC, and EVX)

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

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

$$\text{RTO} = \frac{\text{NFC} - (\$A - \$B)}{S} \quad (\text{For each rate class})$$

where:

1. "NFC" is the estimate of the net Non-Fuel Costs billed by the Midcontinent Independent System Operator ("MISO") for the annual period beginning including but not limited to the following charge types:
 - (a) Schedule 10 – ISO Cost Recovery Adder and Schedule 10-FERC – FERC Annual Charges Recovery, or any successor provisions, of the Open Access Transmission and Energy Markets Tariff for the MISO ("MISO TEMT) or any successor tariff;
 - (b) Schedule 16 – Financial Transmission Rights Administrative Service Cost Recovery Adder, or successor provision, of the MISO TEMT or any successor tariff;
 - (c) Schedule 17 – Energy and Operating Reserve Markets Market Support Administrative Cost Recovery Adder, or successor provision, of the MISO TEMT or any successor tariff;
 - (d) Schedule 24 – Control Area Operator Cost Recovery, or successor provision, of the MISO TEMT or any successor tariff;
 - (e) Schedule 26 –Network Upgrade Charge from MISO Transmission Expansion Plan; or any successor tariff;
 - (f) Schedule 26-A –Real Time MVP Distribution Amount; or any successor tariff;
 - (g) Costs that are not otherwise recovered by MISO through other charges and are socialized for recovery from all market participants including Company ("uplift costs"), including the Real Time Revenue Neutrality Uplift Amount, and Real Time Miscellaneous Amount billed by MISO.
2. "A" is the \$35,424,000 of MISO Non-Fuel Costs included in the determination of basic charges for service in Cause No. .
3. "B" is the \$4,645,000 of MISO transmission revenues included in the determination of basic charges for service in Cause No. .
4. "S" is the estimated kilowatt-hour sales, for the same estimated period set forth in "NFC" consisting of the net sum in kilowatt-hours of:

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STANDARD CONTRACT RIDER NO. 26 (continued)

- (a) Net generation,
 - (b) Purchases and
 - (c) Interchange-in, less
 - (d) Inter-system Sales,
 - (e) Energy Losses and Company Use
- B. The RTO Adjustment Factor as computed above for each rate class shall be further modified to allow the recovery of utility receipts taxes and other similar revenue-based tax charges occasioned by the RTO Adjustment revenues.
- C. The RTO Adjustment Factor may be further modified to reflect the difference between the actual and estimated Non-Fuel costs and RTO Adjustment revenues during the period .
- D. The RTO Adjustment Factor to be effective for all bills rendered for electric service beginning with the first billing cycles for after approval will be:
- \$X.XXXXXXX per KWH for Rates RS, CW, and EVX (with associated Rate RS service)
- \$X.XXXXXXX per KWH for Rates SS, SH, OES, UW, CW, and EVX (with associated Rate SS service)
- \$X.XXXXXXX per KWH for Rate HL and PL
- \$X.XXXXXXX per KWH for Rates SL, PH, and EVX (with associated Rate SL service)
- \$X.XXXXXXX per KWH for Rates MU-1 and APL

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DEFINITIONS

- Apparent Power - The product of the current and voltage of the circuit.
- Billing Demand - That demand, stated in kilowatts, upon which the demand charge in the bill is determined in any given month.
- Budget Billing - The policy and practice referenced in Commission Rule 13(f)(1) [170 IAC 4-1-13(f)(1)].
- Character of Service - Refers to energy characteristics; (phase, frequency, voltage, alternating current, and the like).
- Classification of Service - Refers to the use made by the Customer of the energy, (i.e., residential use or such non-residential uses as commercial, industrial, municipal, and the like).
- Commission Rules - Rules and regulations for electric utilities promulgated by the Indiana Utility Regulatory Commission, codified in Title 170 of the Indiana Administrative Code (IAC), Article 4.
- Company - Indianapolis Power & Light Company.
- Company Rules - Rules and Regulations for Electric Service, as filed with and approved by the Indiana Utility Regulatory Commission.
- Customer - Any person, corporation, municipality or other government agency which has agreed, orally or otherwise, to pay for electric service from the Company.
- Delinquent Bill - A bill that has remained unpaid for the period set forth in Commission Rule 13(c)(1) [170 IAC 4-1-13(c)(1)].
- Demand - The rate at which energy is taken by the Customer from the Company's system in any given interval of time. It is usually stated in kilowatts.
- Horsepower (HP) - A unit of power.
[One (1) Horsepower is equivalent to .746 kilowatts]
[One (1) Kilowatt is equivalent to 1.34 horsepower]
- Kilovolt-Ampere (KVA) - The equivalent of one (1) kilowatt when the Power Factor is one hundred percent (100%), or is at unity.
- Kilowatt (KW) - One thousand (1,000) watts; the standard used for the rating of any electrical equipment.
- Kilowatt-hours (KWH) - The energy consumed by the use of one (1) kilowatt steadily for one (1) hour.

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DEFINITIONS (Continued)

Midcontinent Independent System Operator, Inc. (MISO)	-	An Independent System Operator (ISO) and the Regional Transmission Organization (RTO) that provides open-access transmission service and monitors the high voltage transmission system throughout the Midwest United States and Manitoba, Canada. MISO operates one of the world's largest real-time energy markets and has 65,250 miles of transmission lines under its direction. IPL is a member of MISO.
Maximum Demand	-	As applied in the Company's rate, it is the greatest amount of energy taken by the Customer from the Company's system in any given interval of time. (Usually stated as the Maximum Demand in any fifteen (15) minute interval in a given month or in the year).
Month	-	One-twelfth (1/12) of a year, or the period between two (2) consecutive readings of the Company's meters, as nearly every thirty (30) days as practicable.
Power Factor	-	The ratio of real power to apparent power in an alternating current circuit, usually expressed as a percentage.
Real Power	-	The capacity of the circuit for performing work in a particular time.
Single Phase	-	A circuit energized by a single, alternating electromotive force.
Three Phase	-	A combination of three circuits energized by alternating electromotive forces that differ in phase by 120 degrees.
Volt	-	The electromotive force applied to a circuit with a resistance of one ohm that will produce a current of one ampere.
Watt	-	The unit of electric power represented by a current of one ampere under the pressure of one volt in a circuit of unity power factor.
Year	-	The calendar year from January 1 through December 31 of any year, unless some other twelve month period is specified.

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RULES AND REGULATIONS
FOR
ELECTRIC SERVICE

These Rules and Regulations have been filed with and approved by the Indiana Utility Regulatory Commission, to provide a uniform and equitable basis upon which the transactions between the Company and its Customers are conducted.

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1. Rates, Rules and Regulations.

- 1.1 A copy of all Rates, Rules and Regulations under which electric service will be supplied is on file with the Indiana Utility Regulatory Commission and may be inspected by the public on the Company's website or in the principal office of the Company, One Monument Circle, Indianapolis, Indiana.
- 1.2 All of the electric service furnished by the Company shall be subject to said Rates, Rules and Regulations, which are by reference made a part of all standard contracts (both oral and written) for service, (except when modified by special contract approved by the Indiana Utility Regulatory Commission), and are at all times subject to revision, change, modification or cancellation by the Company, subject to the approval of the Indiana Utility Regulatory Commission. The failure of the Company to enforce any of the terms of these Rules and Regulations shall not be deemed a waiver of its right to do so.
- 1.3 The Company shall supply, free of charge, a copy of the rate schedules applicable to the types of service available to new applicants for, and existing Customers of, residential service, upon request by the applicant or Customer. Where more than one rate is applicable to the service taken, the Customer shall designate which rate is desired.
- 1.4 Where applicable, the Customer, upon written application, may change from one rate to another once during the first contract year, effective retroactively to the date of connection, and once at the end of each twelve (12) month period thereafter, but not effective retroactively.

2. Written Application or Contract May Be Required.

- 2.1 A written application or contract properly executed may be required before the Company is obligated to supply service. Application for residential service, including residential water heating service, or commercial service for loads of 50 KW or less, need not be in writing unless a written line extension agreement is required under these rules. The Company may reject any application, whether written or otherwise, on account of unpaid charges or any other valid reason authorized by Commission or Company Rules.
- 2.2 Contracts for residential service, and for commercial service under Rate SS with less than five (5) kilowatts of connected load, shall be for no definite term, other than that which is called for in the rate, unless a line extension agreement is also involved. Contracts for all other Customers shall be categorized as follows: Standard Term [not less than thirty (30) months], Short Term [less than thirty (30) months], or Special Contract.
- 2.3 An exception to the immediately preceding paragraph will be made for those agencies of government that, ordinarily, have prospect of using electric service at the premises for thirty (30) months or more, but are limited by statute or by appropriation of funds to making regularly recurring short term contracts, as, for example, for not more than one (1) year. Where the authority of such agencies is so limited, contracts may be made for such period less than thirty (30) months as the agency's authority may require with provision for renewal of successive like terms. Where, however, there is no prospect that an agency of government will use electric service at the premises thirty (30) months or more, contracts will only be made under the conditions of a Short Term Contract or a Special Contract.

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3. Standard Term Contract.

- 3.1 The initial term shall begin when the Company first supplies electricity under the contract, unless some other beginning date is stated specifically in the contract. At the expiration of the initial term, the contract shall be renewed automatically for successive like terms unless either party shall have given the other written notice of its desire to terminate the agreement at least sixty (60) days prior to the expiration of the initial term or of any renewal thereof.
- 3.2 Rate changes may be elected by the Customer from time to time, during the life of such contract, as provided in subsection 1.4 above.

4. Short Term Contract.

- 4.1 Service for a term less than thirty (30) months will be supplied under the conditions of a Short Term Contract, which are:
- a. That the Company has adequate generation, transmission and distribution facilities available.
 - b. The Customer shall pay the "Actual Cost" for the line extensions required in accordance with the provisions of subsection 12.2.
 - c. Service bills and the conditions for any such supply will be according to Rate SS or to either Rates SL or PL.

5. Special Contract.

- 5.1 A special contract may be made in case of unusual capacity requirements or load characteristics, unusual investment required or other abnormal condition. Such contract term shall be commensurate with the conditions and shall be subject to the approval of the Indiana Utility Regulatory Commission.
- 5.2 Contracts for Budget Billing shall be available only to residential and small commercial and industrial (Rates SS, SH, SE, CB, UW) customers and shall be renewed automatically unless previously canceled by either the Company or the Customer.

6. Change of Contract Term: Change of Line Extension Contract.

- 6.1 In the event the Customer's use of energy changes from the use contemplated at the time of making the contract, so that it is in the interest of both the Customer and the Company to do so, either or both the term of the service contract and the line extension contract (if any) may be changed to another term conforming to the Company's Rules and Regulations, provided all the conditions of initial service and/or line extension contract have been fulfilled to date of such change. The effective date of the contract change shall be the date it is executed, unless some other date is stated.

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7. Modification of Contract.

7.1 No promise, agreement or representation of any agent of the Company, made either before or after the signing of the contract, shall be binding upon the Company, unless the same shall have been incorporated in the contract in writing before the contract is signed and accepted by the proper Officers of the Company.

8. Deposit to Ensure Payment of Bills.

8.1 Residential.

a. A new applicant for residential service may be required to make a cash deposit as a condition of obtaining service unless applicant's creditworthiness is established in accordance with Commission Rule 15(B)(1)(a) and (b) [170 IAC 4-1-15(B)(1)(a) and (b)]. A "new applicant" is an individual who has not previously been a Customer of the Company.

b. The Company may require a cash deposit from an existing Customer when such Customer has been mailed two (2) consecutive disconnect notices or three (3) non-consecutive disconnect notices within the preceding twelve (12) months, or when service has been disconnected for nonpayment. Deposits shall not exceed an amount equal to one-sixth (1/6) of the estimated annual billings for the Customer at the address where service is rendered. If a deposit exceeds seventy dollars (\$70), a Customer may request to pay such deposit in equal installments over a period of two monthly billing cycles. Deposits shall earn interest as follows:

1. For deposits held less than six (6) months as of March 10, 1976:

(i) Where refund is made within twelve (12) months from date of deposit, no interest is payable;

(ii) Where refund is made after twelve (12) months from date of deposit, interest is payable at the rate of three percent (3%) per annum to March 9 and interest at the rate of six percent (6%) per annum is payable from March 10, 1976, to the date of refund;

2. For deposits held six (6) months or more as of March 10, 1976, but less than twelve (12) months from date of deposit, interest is payable at the rate of three percent (3%) per annum from the date of deposit through March 9, 1976, but no interest is payable after that date;

3. For deposits held twelve (12) months or more as of March 10, 1976, interest at the rate of three percent (3%) per annum is payable from the date of deposit through March 9, 1976, and interest at the rate of six percent (6%) per annum is payable from March 10, 1976, to the date of refund;

4. For purposes of computing the twelve (12) month and six (6) month periods set forth herein, the actual date the deposit was fully paid to the Company will be used as the beginning date; and

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8. Deposit to Ensure Payment of Bills. (Continued)

8.1 Residential. (Continued)

5. For deposits received on and after March 10, 1976, Commission Rule 15(D) [170 IAC 4-1-15(D)] shall apply.
- c. The term "refunded" as used in Commission Rule 15 (E)(1) [170 IAC 4-1-15(E)(1)], shall include the application of deposits, plus interest, if any, to amounts then due and payable by the Customer to the Company and such application shall constitute a lawful disposition of such deposits. Any sum remaining after the application of any such deposits shall, at the option of the Company, either be shown as a credit on the Customer's account or paid by check, mailed or delivered to the Customer.
- d. Deposits held on March 10, 1976, shall be retained until the Customer qualifies under one of the following criteria:
 1. Such Customer has not had a delinquent bill out of the last nine (9) consecutive bills; or
 2. Such Customer has not had two (2) delinquent bills out of the last twelve (12) consecutive bills; or
 3. Such Customer demonstrates his creditworthiness in accordance with Commission Rule 15(B)(1)(a) [170 IAC 4-1-15(B)(1)(a)].
- e. Deposits acquired after March 10, 1976, shall be retained until the Customer qualifies for a refund under Commission Rule 15(E) [170 IAC 4-1-15(E)]; provided, that the periods set forth in such rule shall run from the date of deposit.
- f. Although a Customer may qualify for a refund of a deposit under Commission Rule 15(E) [170 IAC 4-1-15(E)], such deposit, nevertheless, shall be retained, if the Company is entitled also to take a deposit from such Customer under Commission Rule 15(C) [170 IAC 4-1-15(C)].

8.2 Non-Residential.

The Company shall determine the creditworthiness of all non-residential Customers in an equitable and non-discriminatory manner:

- a. without regard to the economic character of the area wherein the non-residential service is to be located; and
- b. solely upon the credit risk of the non-residential Customer without regard to the collective credit reputation of the area in which the non-residential service will be located.

Each new applicant for non-residential utility service shall be deemed creditworthy and not be required to make a cash deposit as a condition of receiving service if the applicant satisfies the following criteria:

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8. Deposit to Ensure Payment of Bills. (Continued)

8.2 Non-Residential. (Continued)

- a. owes no outstanding bills for service rendered within the past four (4) years by any other utility;
- b. during the last twenty-four (24) months that service was provided:
 1. did not have any bills that were delinquent to the utility or, have service disconnected by a utility for non-payment of a bill for services rendered by that utility; and
 2. did not file a voluntary petition, or have an involuntary petition filed against it, under any bankruptcy or insolvency law.

For purposes of this determination, a contested bill shall not be considered delinquent.

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

The Company may require a deposit from an existing non-residential Customer when:

- a. the Customer has been mailed disconnect notices for two (2) consecutive months;
- b. the Customer has been mailed disconnect notices for any three (3) months within the preceding twelve (12) month period; or
- c. the service to the Customer has been disconnected for non-payment within the past four (4) years

With respect to existing non-residential customers, deposits can, and will, only be demanded on accounts which are delinquent and; that in the case of an existing customer, only a change in ownership, and not a change in name or corporate structure, will render the customer “new” within the meaning of this rule.

Any deposit or accrued interest shall be promptly refunded to the Customer without the Customer’s request when the Customer:

- a. submits satisfactory payment for a period of either:
 1. twenty-four (24) successive months; or
 2. thirty (30) out of any thirty-six (36) successive months without late payment in two (2) consecutive months; or
- b. demonstrates its creditworthiness by any other means.

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8. Deposit to Ensure Payment of Bills. (Continued)

8.2 Non-Residential. (Continued)

Such deposit may be required as a condition for obtaining or continuing service. Deposits taken after the effective date of the Company Rules, shall not exceed one-sixth (1/6) the estimated annual billings for service to the Customer at the address at which service is rendered. Deposits shall earn interest as follows:

- a. For purposes of computing the twelve (12) month and six (6) month periods set forth in this section, the actual date the deposit was fully paid to the Company will be used as the beginning date.
- b. For deposits held less than six (6) months as of March 10, 1976:
 1. Where refund is made within twelve (12) months from date of deposit, no interest is payable; and
 2. Where refund is made after twelve (12) months from date of deposit, interest is payable at the rate of three percent (3%) per annum to March 9 and interest at the rate of six percent (6%) per annum is payable from March 10, 1976, to the date of refund.
- c. For deposits held six (6) months or more as of March 10, 1976, but less than twelve (12) months from date of deposit, interest is payable at the rate of three percent (3%) per annum from the date of deposit through March 9, 1976, but no interest is payable after that date.
- d. For deposits held twelve (12) months or more as of March 10, 1976, interest at the rate of three percent (3%) per annum is payable from the date of deposit through March 9, 1976, and interest at the rate of six percent (6%) per annum is payable from March 10, 1976, to the date of refund.
- e. For deposits received on and after March 10, 1976, interest shall be payable at the rate of six percent (6%) per annum on only those deposits held twelve (12) months or more.
- f. In making a refund of a deposit, the Company may at its option, pay the full amount thereof to the Customer or apply such deposit to amounts then due and payable by such Customer to the Company and any deposit balance remaining after such application may be either paid to the Customer or shown as a credit balance on the Customer's account. Deposits shall not earn interest after the date payment in full has been made to the Customer by mail or personal delivery, or after the date the amount thereof initially has been applied to the Customer's account.

9. Changes of Address, Discontinuance, etc.

- 9.1 Customers must make application to the office of the Company before they commence using electric energy from the Company's system. A Customer will be subject to disconnection without notice if service is used without application.

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9. Changes of Address, Discontinuance, etc. (Continued)

9.2 A Customer shall notify the Company at least three (3) days prior to the date such Customer desires service to be disconnected and the Company shall have three (3) working days thereafter to make such disconnection. A Customer after so notifying the Company, shall not be responsible for any service rendered after such three (3) working days, except that any Customer who fails to request disconnection of service as provided herein shall be responsible for the payment for all service rendered by the Company while the account remains in such Customer's name.

9.3 Should a business being served be suspended or discontinued, due to fire or other causes beyond the control of the Customer, the service contract, upon written request by the Customer, shall become inoperative until business is resumed, except for unbilled amounts due the Company for service theretofore rendered by it thereunder, at which time the contract and all of its conditions shall again become operative for the remainder of the term of the contract.

9.4 When a Customer requests that service be disconnected at a given location the Company may, at its election, discontinue service by either making a physical disconnection of the service at such location, or obtaining an actual meter reading and leaving the service connected with the account in the name of another Customer.

10. Assignment of Contract.

10.1 The benefits and obligations of any service contract (except budgeting contracts) shall begin when the Company commences to supply electrical service thereunder, and shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the original parties thereto; provided, that no assignment shall be made by the Customer without first obtaining the Company's written consent.

11. Resale of Energy.

11.1 The electrical energy furnished under any service contract is for the sole use of the Customer. Excepting energy delivered to other public utilities for resale in territory not served by the Company, no energy shall be resold by the Customer except in cases of a temporary nature where it is impractical or inexpedient for the Company to render service to the ultimate consumer, and then only upon written permission obtained from the Company stating the specific use and period of use covered in each request.

12. Overhead Line Extensions.

Where there is a reasonable prospect that the capital expenditure is warranted, the Company will extend its overhead lines and service facilities upon the conditions outlined below, subject to such municipal approval as may be required.

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12. Overhead Line Extensions. (Continued)

Definitions.

- a. "Overhead Line Extension" will be construed to include any or all of the following changes of facilities, other than those made by the Company at its initiative and at its expense in the normal growth of its business, for example: an increase of the length or current carrying capacity of an existing single phase or three phase line, a change from a single to a three phase line or an increase of the number or capacity of transformers.
- b. "Developer" means one or more natural or artificial entities that own, improve or remodel real estate.
- c. "Revenue" means the sum of the net billing for thirty (30) consecutive monthly periods (i.e., 2½ years) resulting from the application of the Company's applicable rate for electric service to the total number of kilowatt-hours consumed by the Developer's Project for such periods.
- d. "Cost of Installation" means the estimated expenditure the Company will incur for labor, materials, overhead and supervision in the installation of Electric Lines and associated facilities that are required to serve the Developer's Project.

12.1 Plan A - Overhead Extension of Single Phase and Three Phase Line of Any Capacity. Applicable with Standard Term Contracts Only.

- a. An extension of the Company's service facilities, including changes from single phase to three phase, will be made at the Company's expense if, in the judgment of the Company, the Revenue as computed by the Company exceeds the Cost of Installation as computed by the Company. If the Cost of Installation above exceeds the Revenue above, the Developer must pay the difference to the Company.
- b. Subject to the approval of the Company, one or more Customers of a group may assume more than the average share of the minimum monthly extension guarantee, if it will be more equitable to do so.

12.2 Plan B - Overhead Extension of Single Phase or Three Phase Line of Any Capacity. Applicable with all Short Term Contracts.

- a. There shall be a determination made of the Estimated Cost of the line extension. The Developer shall pay the amount of the Estimated Cost to the Company prior to the commencement of the work.

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12. Overhead Line Extensions. (Continued)

12.2 Plan B. (Continued)

- b. A special contract may be required by the Company before it will make extensions involving transformers in excess of 100 KVA single phase (or 300 KVA total) or where unusually large or expensive switching or control equipment will be required.

12.3a Service Connection-Secondary.

The Company will designate the point at which the overhead service connection will be brought to the Customer's building. The point of service contact on the building shall be readily accessible and shall be at the closest point to the Company's pole from which service wires are to be run. The Customer's service entrance conductors shall, if possible, terminate so that the service drops will not cross adjacent property, and will not require the use of an extra pole or poles. Service conductors protruding from the service head for connection to the Company service drop should be at least twenty-four (24) inches for sizes up to No. 4. Larger sizes should extend a minimum of thirty-six (36) inches.

12.3b Service Connection-Substation.

IPL industrial connection requirements—"IPL End User Connection Requirements" document includes the requirements for service from a substation. These requirements meet the "NERC Reliability Standards FAC 001-0". The document is available upon request.

12.4 Service to Additional Customers for an Existing Line Extension.

Each overhead line extension shall be considered as a unit in determining the monthly minimum guarantee and the basis for advances and refunds. Additional Customers may be connected to an overhead line extension already built at the time the additional Customers are connected, provided the inclusion of the new Customers will not increase the cost to the existing Customers. Otherwise, an extension to serve such additional Customers will be treated as a new separate extension. When additional Customers are connected within six (6) years of the completion of such overhead line extension, initial applicants for said extension may be entitled to a refund, in proportion to their respective contributions toward the cost of such extension, an amount equal to two and one-half (2 ½) times the estimated annual revenue from such additional Customers, less the cost to serve such additional Customers; provided, that the total of all refunds to such applicant shall not exceed such applicant's total contribution.

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12. Overhead Line Extensions. (Continued)

12.5 Right-of-Way-Tree Trimming.

The above plans for overhead line extensions are contingent upon assistance by the applicant for the service in securing the necessary right-of-way and tree trimming permits or other necessary permits. The Company shall be under no obligation to start construction in the event such rights-of-way or permits cannot be so obtained.

12.6 Title to Line Extensions.

Notwithstanding any payments made by the Customer to the Company covering the cost of an overhead line extension under either of the above plans, the title to the facilities and equipment making up such line extension, shall be and remain in the Company. The Customer shall not be entitled to interest on any amount advanced to assist in financing such extensions.

13. Installation of Underground Lines.

13.1 Underground distribution lines will be installed only where, in the opinion of the Company, such installation is necessary or where it is required by the Commission Rules. The decision whether such lines shall be installed "underground" or "overhead" shall be made by the Company where the matter rests in the Company's discretion. Underground line installations will be made in accordance with the Underground Practices and Procedures (hereinafter referred to as the UPP) set forth below or by special contract approved by the Indiana Utility Regulatory Commission; provided, however, that the UPP shall not be construed as requiring the Company to make any underground installation that in the judgment of the Company, cannot be technologically or economically justified.

13.2 UPP Definitions.

As used in the UPP, the term:

- a. "Developer" means one or more natural or artificial entities that own, improve or remodel real estate.
- b. "Electric Lines" means primary, secondary or service wires exclusively used or intended for the distribution of electric energy within a Residential Development or Commercial Complex at nominal voltages of not more than 15,000 volts, but excluding, without limitation, (i) main feeder lines used or intended for the distribution of electric energy beyond a Residential Development or Commercial Complex at any nominal voltage, and (ii) such other wires as are necessarily or customarily located at or above ground level in an underground system.

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13. Installation of Underground Lines. (Continued)

13.2 UPP Definitions. (Continued)

- c. "Residential Development" means (i) five (5) or more contiguous single-family, two-family or mobile home dwellings, either proposed or existing, (ii) eighteen (18) contiguous units for multi-family use, either proposed or existing, or (iii) a combination of (i) or (ii), which may be treated by the Company as a unit for all purposes incident to the underground installation of Electric Lines within the Developer's Project.
- d. "Commercial Complex" means any proposed or existing non-residential development in which one or more businesses are conducted of the type falling within Standard Industrial Classifications 501 through 999 as set forth in the current edition of the Standard Industrial Classification Manual prepared by the Office of Management and Budget of the Executive Office of the President of the United States.
- e. "Developer's Project" means the specific Residential Development or Commercial Complex for which the Developer has made application to the Company for the installation of underground Electric Lines.
- f. "Cost of Installation" means the total expenditure the Company will incur for labor, materials, overhead and supervision in the installation of Electric Lines and associated facilities that are required to serve the Developer's Project.
- g. "Revenue" means the sum of the net billing for thirty (30) consecutive monthly periods (i.e., 2 ½ years) resulting from the application of the Company's applicable rate for electric service to the total number of kilowatt-hours consumed by the Developer's Project for such periods.
- h. "Net Loss" means the cost of removal, plus the reproduction cost new depreciated, less the salvage value of Electric Lines, including associated facilities.

13.3 Terms and Conditions of UPP. (Hereinafter called "Terms and Conditions")

- a. Application Required - The Developer shall make application to the Company for the type underground installation desired designating the location of the Developer's Project affected. Such application shall be reviewed by the Company to determine if the underground installation contemplated is consistent with these Terms and Conditions; the Company shall require the Developer to execute an agreement as to any or all of the matters set forth herein if the Developer is required to participate in the cost of such underground installation.
- b. Payment Required in Advance of Construction - Any payments required to be made to the Company by the Developer pursuant to these Terms and Conditions shall be made in advance of any construction work required by these Terms and Conditions to be performed by the Company.

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13. Installation of Underground Lines. (Continued)

13.3 Terms and Conditions of UPP. (Continued)

- c. New Projects - Where the Developer's application involves installation of underground Electric Lines in a Developer's Project not having had electric utility service previously, the Developer shall pay to the Company the amount, if any, by which the estimated Cost of Installation as computed by the Company exceeds estimated Revenue of such project as computed by the Company.
- d. Conversion of Existing Projects - Where the Developer's application involves the replacement of overhead Electric Lines with underground Electric Lines of like electrical capacity rating, the Developer shall pay the estimated Net Loss of the overhead Electric Lines so replaced; in addition, the Developer shall pay to the Company the amount, if any, by which the estimated Cost of Installation as computed by the Company exceeds estimated Revenue of such project as computed by the Company; the Developer also shall assume the responsibility for, and pay the cost of, the trenching and backfilling necessary to the installation of the underground Electric Lines; provided, that the extent to which such overhead Electric Lines may be replaced with underground Electric Lines shall be within the sole discretion of the Company to determine, consistent with sound engineering and economic principles.
- e. Upgrading of Existing Projects - Where the Developer's application involves the replacement of overhead Electric Lines with underground Electric Lines having a greater electrical capacity rating, the Developer shall pay to the Company the amount, if any, by which the estimated Cost of Installation as computed by the Company exceeds estimated revenue of such project as computed by the Company; in addition, the Developer shall assume responsibility for, and pay the cost of, the trenching and backfilling necessary to install the underground Electric Lines; the Developer also shall pay the estimated Net Loss of only those overhead Electric Lines which are replaced with underground Electric Lines of a like electrical capacity rating; provided, that the extent to which overhead Electric Lines may be replaced with underground Electric Lines shall be within the sole discretion of the Company to determine, consistent with sound engineering and economic principles.
- f. Data Required of Developer - The Developer shall furnish the Company with building plans, site plans, building layouts, electrical load information, street addresses and other such data sufficiently in advance for the Company to meet service requirements, and in sufficient detail to enable the Company to determine the type, capacity and extent of the Electric Lines to be installed.
- g. Functions Comprising Company Work - The work to be performed by the Company in the underground installation of Electric Lines may include, without limitations, all or any part of the following functions: planning, engineering, scheduling, material purchasing, construction, metering and connection.

Should the developer make any changes in the plans or other data to be filed with the Company pursuant to subsection 13.3 f. which necessitate revisions in any or all such functions, the Developer shall pay all costs incurred by the Company as a result thereof.

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13. Installation of Underground Lines. (Continued)

13.3 Terms and Conditions of UPP. (Continued)

- h. Developer to Furnish Easements - The Developer shall furnish, at no cost to the Company, all easements and rights-of-way in, on, over and through private real estate for the installation of the Electric Lines to serve the Developer's Project. The Company reserves the right to specify the routes, locations and conditions of such easements and rights-of-way.
- i. Developer to Furnish Conduit - The Developer shall furnish and install all conduit for those Electric Lines running from the meter facility or junction box away from the permanent structure either to the point where all paved patios, sidewalks, driveways and other paved areas are cleared by at least two (2) feet, or to such other point as the Company may designate in writing to the Developer; the Developer shall be responsible for, and pay the cost of, all trenching and backfilling that is required to install such conduit, irrespective of the type of Developer's Project involved, and the cost of such trenching and backfilling as originally estimated by the Company shall be deducted¹ from the estimated Cost of Installation; provided, that in the event there are no such paved areas to be cleared, the Developer shall install all conduit from the meter facility or junction box down the outside surface of the permanent structures to a depth of eighteen (18) inches below grade level.
- j. Developer's Responsibility as to Trench Routes - With respect to the trench routes which the Company is required by these Terms and Conditions to trench and backfill, the Developer shall (i) stake all property corners, permanent structures and all underground facilities which are the Developer's responsibility to locate within the Developer's Project, (ii) grade such trench routes to within four (4) inches of final grade, (iii) clear therefrom all surface and subsurface obstructions, which prevent the use of standard trenching equipment, to a depth of forty-two (42) inches below final grade, and (iv) be responsible for maintaining the grade and clearance of such trench routes during and subsequent to the Company's work in installing the Electric Lines underground. Any damage to persons or property resulting from the failure of the Developer, or the successors or assigns thereof, to maintain said clearance or to establish a grade that will provide a depth for the Company's Electric Lines of at least forty-two (42) inches below the surface of the ground, shall be assumed and paid for by the Developer, or the successors or assigns thereof responsible for such failure. Provided, nothing in this subsection 13.3j. shall preclude the Developer from doing all the trenching and backfilling required for the installation of Electric Lines underground at his own cost and expense, and the cost of such trenching and

¹ Such deduction shall be made only to the extent that such trenching and backfilling costs were included in the Cost of Installation.

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13. Installation of Underground Lines. (Continued)

13.3 j. Terms and Conditions of UPP. (Continued)

backfilling as originally estimated by the Company shall be deducted from the estimated Cost of Installation. If the Company, at the request of the Developer, employs nonstandard methods or equipment not contemplated in this subsection 13.3j., the Developer shall pay the difference in cost between the standard method as estimated by the Company and such nonstandard method. The Company reserves the right at any time, to postpone any part of the work of installing Electric Lines underground due to excess moisture, frozen ground or any other condition beyond its control. When the revenue for an Individual Single Dwelling Unit exceeds the Cost of Installation, the Company may elect to allow the Developer to install the trench and the Company may reimburse the Developer the cost of the trench at an amount to be determined by the Company. Any damage to persons or property resulting from said trenching shall be assumed and paid for by the Developer or the successors or assigns thereof.

k. Developer to Protect Landscaping - The Developer assumes all responsibility for the protection of landscaping during the Company's underground installation of Electric Lines and for any replanting or reseeded of the trench routes that may be required as a result of such installation.

l. Developer's Work Subject to Company Standards - Any work required by these Terms and Conditions to be performed by the Developer shall be done in accordance with the most recent issue of the Company's "Electric Service and Meter Manual." A copy of the "Electric Service and Meter Manual" is available at the Company's main office and on its website (iplpower.com). The timely completion of such work by the Developer shall be a prerequisite to the Company's obligation to perform the work required of it hereunder and to render electric utility service to the Developer's Project.

m. Company's Work Limited to Its Standards - The utilization of voltages and configurations for underground installation of Electric Lines is limited to those set forth in the most recent issue of the Company's "Electric Service and Meter Manual". Deviations from such "Electric Service and Meter Manual" may be permitted; provided, the Developer agrees, in advance, to pay the cost thereof and the Company has given its prior written consent. Any provision of the "Electric Service and Meter Manual" of the Company which is in conflict with these Terms and Conditions shall be deemed amended to conform to these Terms and Conditions.

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13. Installation of Underground Lines. (Continued)

13.3 Terms and Conditions of UPP. (Continued)

- n. Connection Points Determined by Company - The Company shall install the underground Electric Lines for the Developer's Project from the nearest point of connection with the Company's existing and unaltered primary or secondary service lines to each of the meter facilities or junction boxes located outside on the permanent structures comprising the Developer's Project. The Company reserves the right to determine the location of all connection points, including, without limitation, termination and metering points.
- o. Indianapolis Secondary Network Excluded - Notwithstanding anything herein to the contrary, these Terms and Conditions shall not apply to any underground secondary network that is now or may be hereafter established by the Company in areas of high load density located within the Company's service area.
- p. Underground Installation to Less than Five Dwelling Units - Notwithstanding anything herein to the contrary, the Company may install underground Electric Lines:
 - 1. To less than five (5) existing single-family, two-family or mobile home dwelling units in areas predominantly served with overhead Electric Lines, upon agreement that the Developer thereof shall (i) do all trenching and backfilling required for such installation; (ii) install a conduit, together with fittings, conforming to Company specifications, running from the meter facility away from the permanent structure either to the point where all paved patios, sidewalks and driveways and other paved areas are cleared at least two (2) feet or to such other point as the Company may designate in writing to the Developer; and (iii) comply with any other provisions of these Terms and Conditions not inconsistent with this subsection.
 - 2. To less than five (5) new or proposed single-family, two-family or mobile home dwelling units in accordance with subsection 13.3c. and all other applicable provisions of these Terms and Conditions.

- 13.4 Underground Extensions in Underground Network Districts - In the district in which electrical energy is supplied from underground secondary network, the Company will, when necessary for its convenience, extend its underground service wires to the outside walls of the Customer's basement at a point adjacent to Company's existing manhole. All other expenses will be paid for by the Customer.

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14. Description of Equipment to be Served.

14.1 The Customer shall, upon request of the Company, present in writing to the Company a list of the devices which are to be served by the Company's lines and the location of the premises to be served; and the Company will then inform the Customer as to the voltage and other characteristics of the service it will furnish.

15. Right-of-Way Permits.

15.1 The Customer shall obtain and provide, on forms provided by the Company, all necessary right-of-way in, on, over or through private property for the installation and maintenance of all poles, wires, transformers, conduits or other equipment necessary or convenient for supply of service to such Customer and other Customers in the area.

15.2 The Company shall have the right to install, construct and maintain such poles, wires, fixtures and other equipment (overhead and underground) on Customer's property or on easements or public right-of-way adjacent to Customer's property and shall have the right to maintain such poles, wires, fixtures and other equipment.

15.3 The properly authorized agents of the Company shall have the right, at all reasonable times, to enter upon the premises of the Customer for the purpose of installing, meter reading, inspecting, repairing or replacing appliances used in connection with the supply of service to the Customer and others and, upon termination of the service contract, for the purpose of obtaining a meter reading prior to physical disconnection and for removal of the Company's property.

15.4 Failure of any Customer to comply with subsections 15.1, 15.2 and 15.3 hereof, shall be sufficient cause for the Company to refuse, withhold or disconnect service to such Customer until compliance therewith has been obtained.

16. Space for Company's Meters, Transformers and Appliances.

16.1 When the character of service requires it, the Customer shall provide, free of expense to the Company, and near the service entrance, a suitable and dry space or room for the necessary meter, any and all auxiliary apparatus, distribution transformers or other appliances which may be furnished by the Company. Such spaces or rooms shall be kept easily accessible at all times, shall not be used for storage purposes and shall be kept free of foreign materials of any nature. Meter base must be installed outside of premise with four (4) feet of clearance and unrestricted access (new construction and/or altered electrical service installations).

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17. Customers' Wiring.

- 17.1 The Applicant for electrical service shall provide and install the necessary wiring and service entrance equipment at his own expense. All such wiring and equipment shall be constructed and maintained entirely in accordance with the current Meter Service Rules of the Company and shall be subject to the approval of any inspectors authorized by law. All subsequent installations or changes shall also be inspected and approved before connection to the Company's system.
- 17.2 The Company reserves the right to seal and/or lock all meters, metering equipment and fused or unfused switches, together with any enclosures, gutters or raceways containing unmetred circuits, whether any of such equipment has been furnished by the Customer or the Company; and to keep all of the foregoing sealed to the exclusion of all other parties.
- 17.3 No radio, wireless telegraph, wireless telephone or any other equipment may be connected to the Company's lines, poles, crossarms or structures, except in accordance with the requirements of the Company and upon written permission obtained from the Company for each installation.
- 17.4 When, in its judgment, it is expedient to do so, the Company shall have the right to install at its expense outdoor type "Inverted Sequence" meters upon the premises of the Customer.
- 17.5 All neon, fluorescent or other types of lighting or luminous display equipment installed after September 25, 1944, shall include, if necessary, auxiliary power factor corrective devices, as a part of or in connection with it, so that each unit of such equipment, or each group of such equipment that is controlled as a unit, will operate with a power factor of ninety percent (90%) (lagging) or higher. Such power factor corrective auxiliaries shall be so installed as to be de-energized when the equipment it corrects is not in operation.

Any such equipment installed prior to the above date will be considered as a new installation and be subject to the above regulation in case it is rearranged, replaced or removed to a new location subsequent to that date.

- 17.6 In multiple tenancy buildings where each tenant is to be separately served as a Customer of the Company, the wiring in such buildings shall be arranged and provision shall be made for the setting of the Company's meters so that the consumption of electric energy by one (1) Customer will not register on the meter of another and disconnection of service to one (1) Customer will, in no way, interfere with service to another. No Customer on such premises may interfere with or interrupt service to another Customer. The Company may withhold service from any such multiple tenancy building until this rule is complied with, and for violations of this rule, the Company shall have the right to discontinue service to all Customers on the premises, after fourteen (14) days written notice, without liability to any of them.

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18. Motor Installations, Etc.

- 18.1 The Customer shall install only motors or other apparatus or appliances that have the approval of the Company as being suitable for operation with the character of service designated and supplied by the Company, and the electrical energy must not be used in any manner to cause unreasonable voltage fluctuations in the Company's distribution system, or in the premises of other Customers. The Company may require the Customer to make such changes in his equipment, or of his use of the equipment, or to install such corrective equipment as may be necessary to eliminate fluctuating or unbalanced loads.
- 18.2 All apparatus used by the Customer shall be of such a type as to secure the highest practicable commercial efficiency and power factor and the proper balancing of phases. With three wire, single phase systems, the load must be balanced so that the current flowing in the neutral wire shall not at any time exceed the current flowing in either outer wire by more than four percent (4%). With three phase systems, the energy flow must be balanced so the variations between any two phases shall not at any time exceed twenty percent (20%).
- 18.3 Motors started frequently or motors arranged for automatic control must be of a type to give maximum starting torque with minimum current and, together with their controlling equipment, must be subject to the approval of the Company.
- 18.4 Elevator installations, cranes, hoists or other equipment subject to damage because of phase failure or reversal should be equipped with reverse phase relays or other devices for automatically locking the circuits open in case of such contingencies.
- 18.5 The Customer shall pay the cost of any special installation necessary to meet his requirements for service at other than standard voltages, phase or frequency, or for the supply of closer voltage regulation than is required by standard practice.

19. Notice to the Company Before Increasing Load.

- 19.1 The service connections, transformers, meters and appliances supplied by the Company have a definite capacity which must not be exceeded, and no substantial increase of the Customer's equipment or its electrical requirements will be permitted except upon written request to and consent by the Company. The Company reserves the right to disconnect service, upon fourteen (14) days written notice, to any Customer upon violation of this rule.

20. Meters to be Installed by the Company.

- 20.1 All electrical energy, unless specified otherwise, shall be measured by a meter or meters (which includes all auxiliary and supplemental measuring instruments) of standard manufacture, installed by the Company upon the Customer's premises in accordance with Commission Rule 5 [170 IAC 4-1-5] and the Meter Service Rules of the Company in force at the time of installation. If said meters or other appliances belonging to the Company are willfully tampered with, damaged or destroyed due to negligence or misuse by the Customer, or any member of his family, or by any officer, agent or employee of the Customer, then the cost of the necessary repair or replacement shall be paid by the Customer.

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20. Meters to be Installed by the Company. (Continued)

- 20.2 The Company will furnish one main watt-hour meter (including such auxiliary meters and instruments that may be required to supplement it) to enable the measurement of and billing for all energy of like character supplied to the Customer for each service classification on the same premises. A separate bill will be rendered for the energy passing through and measured by each separate metering installation. An exception to the above may be made where three phase four wire supply is available. In such case, three phase and single phase energy will be measured and billed through one meter, whenever practicable.
- 20.3 When the Customer requires, for his own use and convenience, more than one main watt-hour meter (as described in the preceding paragraph) for each supply of like character on the same premises, any and all expense of installation and operation of the added equipment shall be borne entirely by the Customer.
- 20.4 When, in the judgment of the Company, it is necessary to furnish more than one meter for each supply of like character on the same premises, because of practical conditions of measurement, engineering, safety, legal or other reasons, the Company will furnish such additional equipment that it considers necessary, and will render the bills for such service as if the energy were supplied through a single meter.
- 20.5 When the convenience of the Company requires more than one watt-hour meter to be installed in one building or more than one building, on the same premises for one Customer under one contract, the KWH readings of said meters shall be taken collectively in determining the rate to which the Customer is entitled. Under no other condition shall the KWH meter readings be taken collectively.

21. Incorrect Registration of Meter.

- 21.1 Whenever it is discovered that a meter is not registering correctly, adjustments covering such inaccuracy shall be made in accordance with Commission Rule 14(A) [170 IAC 4-1-14(A)].
- 21.2 Any other determinable billing error, including incorrect rate application, shall be adjusted to the known dates of error, date of connection of current Customer, or one (1) year, whichever is shorter.

22. Transformers.

- 22.1 The Company will own, install and maintain the necessary distribution transformers unless otherwise expressly provided for.

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23. Continuity of Supply.

23.1 The Company will use reasonable diligence in providing a regular and uninterrupted supply of energy; but, if the supply should be interrupted or fail by reason of accidents, strikes, acts of God, legal process or procedure, Federal, State or Municipal action or interference, or extraordinary repair, the Company shall not be held liable for damage, and such interruptions or failures shall not invalidate any of the covenants of the contract.

23.2 The Company shall have no duty to provide advance warning of interruption of supply. If the Customer is installing sensitive electronic equipment which requires a continuous power supply, it is his responsibility to provide for this need. In any case of deficiency of supply or any trouble with the electric service, notice shall be given promptly to the office of the Company.

24. Release of Company from Liability.

24.1 The Company shall not be liable for any interruption of service caused by defective wiring or Customer's appliances on the Customer's premises.

24.2 The Company shall not be liable for damages resulting to the Customer, or to third persons, from the use of electricity, interruption of service or supply, or the presence of the Company's property on the Customer's premises, unless due to willful default or neglect on the part of the Company.

25. Company Reserves the Right to Discontinue Supply.

25.1 The Company shall have the right, subject to any provision of Commission Rule 16 [170 IAC 4-1-16] to the contrary, to discontinue service without notice and remove any of its property from the Customer's premises without legal process, for any of the following reasons:

- a. To facilitate emergency repairs;
- b. For want of supply of electric energy;
- c. Where tampering or the fraudulent or unauthorized use of electricity is detected, or where the Company's regulating or measuring equipment or other facilities have been tampered with and the Company has reasonable grounds to believe the affected Customer is responsible for such use or tampering;
- d. Where a condition dangerous or hazardous to life, physical safety or property exists; or
- e. By order of any court, the Indiana Utility Regulatory Commission, or other duly authorized public authority.

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25. Company Reserves the Right to Discontinue Supply. (Continued)

- 25.2 The Company may discontinue service after fourteen (14) days prior written notice to a Customer for any of the following reasons:
- a. For nonpayment of a delinquent bill;
 - b. For violation of any Company Rule or an unsafe condition;
 - c. For breach of the service contract or line extension contract; or
 - d. For misrepresentation of facts upon which the Company was induced to render service.
- 25.3 If, for any reason, the Company has issued a notice of disconnection of service, but because of a medical postponement or bill payment extension agreement such service was not disconnected pursuant to such notice, the Company may disconnect such service without further notice, upon the expiration of such postponement or any breach of such extension agreement.
- 25.4 Such discontinuance, provided for in subsections 25.1, 25.2 or 25.3 above, shall not, however, invalidate any of the covenants of the contract or Company Rules; and the Company shall have the right to enforce any contract notwithstanding such discontinuance.

26. Bills, Payment of Bills.

26.1 Bill Due Dates:

- a. Electric service bills, including budget bills, are issued each month as net bills. The net amount, as indicated on the bill, is due and payable upon receipt. If payment of the net amount is not received by the Company or a duly authorized collection agent within seventeen (17) days after the bill is sent to the Customer, the bill is delinquent. The net amount plus the late payment charge then becomes due. If the bill remains unpaid at the next billing date, a bill with a disconnect notice will be sent to the Customer, requiring payment of the delinquent amount within fourteen (14) days of the date the notice was sent. If such payment is not received by the expiration of such fourteen (14) day period, service is thereafter subject to disconnection. Partial payments and payments on bills with disconnect notices will not be accepted by duly authorized collection agents. When the due date falls on Saturday, Sunday or any legal holiday, the first business day thereafter shall be the due date. Failure to receive a bill shall not entitle the Customer to the net bill if he fails to make payment within the said seventeen (17) day period, nor shall it affect the right of the Company to discontinue service as provided above.
- b. The Due Date Deferral Plan will be available to any Customer who meets the following conditions:

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26. Bills, Payment of Bills. (Continued)

26.1 Bill Due Dates. (Continued)

1. Who either receives a social agency, Social Security or pension check and who is not engaged in any full-time employment, including self-employment; and
2. Whose normal due date occurs either during the period from and including the 21st day of a particular calendar month through and including the 4th day of the following calendar month; and
3. Whose bill is in the Customer's own name and is served under a single-family residential rate. The service must be for the Customer's primary residence and of which residence the Customer is the head of the household.

If an eligible Customer's due date occurs as follows: (i) during the period from and including the 21st day of a particular calendar month through and including the last day of such calendar month, then Customer's due date may be extended to the 5th day of the next following calendar month, or (ii) during the period from and including the 1st day of a particular calendar month through and including the 4th day of such calendar month, then Customer's due date may be extended to the 5th day of the same calendar month. If such Customer fails to make payment of a net bill for any service covered by the Due Date Deferral Plan, the late payment charge shall be imposed. If such a Customer fails to make payment by the Deferred Due Date more than twice in a twelve (12) consecutive calendar month period, then such Customer shall not be eligible for the Due Date Deferral Plan for the following twelve (12) consecutive calendar month period.

- 26.2 If the Company is justified in discontinuing service to a Customer at one location, the Company shall have the right, subject to any provision of Commission Rule 16 [170 IAC 4-1-16] to the contrary, to transfer unpaid charges to the same Customer at any other location at which the Company is rendering service to such Customer, notwithstanding separate service contracts may be in effect for each location. Furthermore, the Company, upon fourteen (14) days advance written notice, shall have the right, subject to any provision of Commission Rule 16 [170 IAC 4-1-16] to the contrary, to discontinue its service to a Customer at any location to which the charges have been transferred because of such Customer's failure to pay such charges within the time prescribed in subsection 26.1 above.
- 26.3 All bill payments must be received in the office of the Company or by a bank duly authorized as a collection agent on or before the stated due dates to avoid late payment charges and interruption of service.

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26. Bills, Payment of Bills. (Continued)

- 26.4 When service is disconnected for nonpayment of a bill, or whenever for any reason beyond the control of the Company, except acts of God, a reconnection of service is required by any Customer, a minimum charge of forty-four dollars (\$44.00) will be made by the Company to cover the cost of reconnection of the service. If the service reconnect is at the pole or transformer, a minimum charge of seventy dollars (\$70.00) will be made to cover the cost of the reconnection of the service. If the Customer requests service reconnection after hours or Saturday, the charge will be sixty-four dollars (\$64.00). If the Customer requests service reconnection on Sundays, the charge will be sixty-three dollars (\$63.00). If the Customer requests service reconnection on Holidays, the charge will be one hundred and eighteen dollars (\$118.00). This charge together with any arrears due the Company, the disconnection charge and any service deposit required by the Company must be paid before the service is reconnected.
- 26.5 When a trip to the Customer's premises is necessary regarding an unpaid bill, either:
- a. A charge of seventeen dollars (\$17.00) will be made if the service is not disconnected and Customer is advised to contact the business office; or
 - b. A charge of twenty-two dollars (\$22.00) will be made if the service is disconnected at the meter. A charge of sixty-nine dollars (\$69.00) will be made if the service is disconnected at the pole or transformer.
- 26.51 When a trip to the Customer's premises is necessary regarding an unpaid Rate MU-1 or Rate APL bill:
- a. A minimum charge of twenty-two dollars (\$22.00) will be made for each control point disconnected. A control point may turn off a single light or series of lights; however, the Company will charge only for each control point disconnected to remove the affected light(s) from service.
 - b. A charge of forty-four dollars (\$44.00) will be made for each control point visited to reconnect lighting services that were disconnected for nonpayment of a bill.
- 26.6 When a Customer issues a check payment to the Company which is not honored by the bank, a charge of twenty dollars (\$20.00) will be billed to the Customer for each such dishonored check payment.
- 26.7 All bills involving a consideration of the Customer's demand shall show the demand and energy used, and any other modifying conditions, necessary in their calculation.

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26. Bills, Payment of Bills. (Continued)

26.8 When the Company detects fraudulent or unauthorized use of electricity, or the Company's regulation, measuring equipment or other service facilities have been tampered with, the Company may reasonably assume that the Customer or other user has benefited by such fraudulent or unauthorized use or such tampering and, therefore, is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and for the cost of field calls and the cost of effecting repairs necessitated by such use and/or tampering; provided, that the Company may make a minimum charge of sixty-four dollars (\$64.00) for the first and second occurrence for such field calls and repairs. On the third tampering occurrence, the Company may make a minimum charge of one hundred sixty-four dollars (\$164.00). Under such circumstances the Company may, subject to any provision of Commission Rule 16 [170 IAC 4-1-16] to the contrary, disconnect service without notice and the Company is not required to reconnect the service until a deposit and all the above enumerated charges are paid in full.

26.9 The Company may charge one dollar (\$1.00) when the Customer has submitted payment without the appropriate bill stub(s) for any three (3) or more months within the preceding twelve (12) months.

27. Estimated Bills.

27.1 An estimated bill may be issued when an actual meter reading cannot be obtained for any reasons permitted under Commission Rule 13(d) [170 IAC 4-1-13(d)]. Any difference between the estimated bill and the Customer's actual usage will be adjusted in accordance with the next meter reading.

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27. Estimated Bills. (Continued)

27.2 If a meter is tampered with or found not to register accurately for any period, the Company shall estimate the charges for service used by averaging the amounts registered on the meter over similar periods, preceding or subsequent thereto, or over corresponding periods in previous years.

28. Disconnection of Meter After Continued Non-Reading.

28.1 When the Company's agents are unable to have safe and reasonable access during the Company's normal business hours to any meter, for a continuous period of three (3) months, the Company may disconnect after fourteen (14) days written notice, until suitable arrangements can be made for the regular monthly reading of such meter.

29. Residential Service.

29.1 The term "Residential Service" includes service to:

- a. The separate dwelling units in an apartment house, but not the halls, basement or other portions of such building common to more than one such unit;
- b. The premises occupied as the living-quarters of five persons or less who unite to establish a common dwelling-place for their own personal comfort and convenience on a cost-sharing basis;
- c. The premises owned by a church, and primarily designated or set aside for, and actually occupied and used as, the dwelling-place of a priest, rabbi, pastor, rector, nun or other functioning Church Divine; or
- d. Private dwellings in which space is occasionally used for the conduct of business by a person residing therein.

29.2 The term does NOT include service to:

- a. Premises institutional in character including Master-Metered Apartments, Clubs, Fraternities, Orphanages or Homes;
- b. Premises defined as a rooming or boarding house in the Indianapolis Municipal Code, or hotels/motels; or
- c. The space in an apartment or other residential building primarily devoted to a professional or other office, studio or other gainful pursuit.

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29. Residential Service. (Continued)

29.3 In borderline cases, in which the principal use of energy will be for residential purposes, but it is desired to utilize a small amount of energy for non-residential purposes, such non-residential use will be permitted only when the equipment for such use is within the capacity of one 120 volt, 30 ampere branch circuit (or is less than 3000 watts capacity) and the non-residential consumption is less than the residential use on the premises. When the non-residential equipment exceeds the above stated maximum limit, the entire non-residential wiring must be separated from the residential wiring, so that it may be metered separately, and the non-residential load will be billed under the appropriate general service rate.

30. Service to Multiple Living Quarters.

30.1 Where electrical energy is supplied through one meter and billed to one Customer and serving two but not more than five separate living quarters, and when the entire use of the service is for residential purposes, the Customer shall, by written application to the Company, elect whether:

- a. The service will be classed as residential, in which case, for billing purposes, the blocks of the residential rate shall be multiplied by the number of living quarters served through the meter; or
- b. The service shall be classed as commercial, in which case, for billing purposes, the commercial rate shall be applied on the basis of a single Customer.

The election made by the Customer shall continue for a period of twelve (12) months and thereafter until the Customer shall notify the Company, in writing, of his election to have the selected classification of such service changed. Each such election subsequent to the initial election shall continue for a twelve (12) month period and thereafter until the Customer again notifies the Company, in writing, of his election to change his selection of the classification of such service.

This rule has no application to rooming houses, which will be served only under the general service rate.

31. Exclusive Supply of Installation Connected.

31.1 No other source of electric light or power supply shall be used by the Customer on the same installation in conjunction with the Company's supply. Exceptions to the above may be made for auxiliary power supply covered under special contract or for emergency generating units to be used only in the event of failure of Company's power supply and only through suitable switches to insure that the Customer's emergency generation is isolated from the Company's lines at all times.

32. Three Phase Service - Minimum Installation.

32.1 Three phase service will be supplied only where the Company has the lines available, but no connection will be made for less than five (5) horsepower, nor will the bill be based upon less than four (4) kilowatts.

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33. Determination of Customer's Demand.

- 33.1 The Customer's demand upon the Company's facilities will be determined by permanently installed meters of suitable design. Any demand resulting from unusual conditions, not conducive to practical or accurate metering, will be estimated and added, for billing purposes, to the measured demand.
- 33.2 When more than one demand meter is used to determine the Customer's demand upon the Company's facilities the kilowatts of demand that are used in computing the bill shall be based upon:
- a. The sum of the maximum demands of the several meters, without any consideration of their time of occurrence in the month, when the use of more than one meter is required by the Customer; or
 - b. The sum of the simultaneous demands of the several meters, as near as can be determined practically, when the use of more than one meter is required by the Company.
- 33.3 The Billing Demand applicable for all Customers using Firm Service shall be determined as is stated in the rate available for that service.
- 33.4 The Billing Demand applicable for Reserve, Auxiliary or Stand-by Service shall be determined as is stated in the rate available for that service.

34. Extension of Customer's Lines Beyond the Point of Supply.

- 34.1 All cost of extending the Customer's lines beyond the point of supply on his premises shall be at the expense of the Customer. Service will not be supplied to the Customer if any part of such extension is along or across any public highway, street or alley or across the property of any other person or corporation.
- 34.2 It is recognized that in some instances an industrial, commercial or institutional establishment operating as an integrated unit, extends to both sides of a street or streets and would comprise a single area were it not for the intervening street. In such case, the rule above (with respect to an extension along or across a public street) shall not apply, provided the Customer shall have made written request for and the Company shall have agreed in writing to supply such premises as an integrated unit. This exception is not to be construed to permit the extension of a line between two or more integrated but separate premises, or an extension of a Customer's line across or along a public street to supply two or more residential, commercial or other non-industrial premises.

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34. Extension of Customer's Lines Beyond the Point of Supply. (Continued)

34.3 In no case will the Company be responsible for the maintenance or safety of service lines extended beyond the point of supply regardless of the fact that they may be located on a public thoroughfare, nor will the Company assume any responsibility with respect to obtaining consent of Municipal, County or State authorities for the construction and location of such lines.

35. Voltage of Measurement and Billing.

35.1 All measurements will be done at the voltage stated in the rate, unless it is necessary and practical that the Company measure at some other voltage. All bills will be computed at the voltage stated in the rate.

36. Service Lines Installed by Customer.

36.1 Service lines (conductors and equipment for delivering energy, not to exceed 600 volts, from the electric supply system to the wiring system of the premises served) may be installed by a Customer subject to Company specifications and inspections. Customer must either submit a satisfactory design or plan to the Company or reimburse the Company for its design or plan before proceeding with any work. The Company may refuse to energize such line unless the same is adequately inspected by the Company. The Company has no responsibility or liability for any service lines installed by a Customer with respect to any property damage or personal injury directly or indirectly resulting from such line, notwithstanding an inspection thereof by the Company.

37. Cancellation of Prior Rules and Regulations.

37.1 These Company Rules are intended to and do supersede and cancel all former Rules and Regulations now on file with respect to the matters included herein.

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