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Received: May 1, 2022
IURC 30-Day Filing No.: 50550
Indiana Utility Regulatory Commission

May 1, 2022

Secretary of the Commission Indiana Utility Regulatory Commission 101 W. Washington St. Suite 1500 East Indianapolis, IN 46204-3407

### Dear Secretary:

In accordance with House Enrolled Act 1002, which eliminates the assessment of utility receipts tax effective July 1, 2022, Duke Energy Indiana, LLC ("Duke Energy Indiana" or the "Company") hereby submits rate adjustments and a revision to the General Terms and Conditions of its tariff for review and approval under the Commission's thirty-day filing procedure.

Effective with the implementation of Duke Energy Indiana's base rates in Cause No. 45253, utility receipts tax is no longer directly embedded in base rates or rider rates. Rather, utility receipts tax is presented as a separate line item on customer bills as an addition to the cost of utility services. This was done to enable the Company to implement any future changes in the utility receipts tax rate more easily and efficiently and without having to redesign rates. Duke Energy Indiana will set the utility receipts tax rate to 0.00% in its billing system effective with services rendered July 1, 2022<sup>1,2</sup>.

Utility receipts tax is not a deductible item for state income taxes but is a deductible item for federal income taxes, and Duke Energy Indiana's base rates and certain rider rates reflect this income tax treatment. Therefore, Duke Energy Indiana will be adjusting its base rates and certain rider rates to remove the income tax effects of utility receipts tax. These indirect effects of the utility receipts tax repeal will be implemented on a bills rendered basis as follows:

 Base Rates – Duke Energy Indiana will provide a credit to customers for the income tax effects of utility receipts tax in base rates through Rider 67 (Credits Adjustment) until such time as new base rates are implemented in a future base rate case. This credit will be reflected in Rider 67 rates to be

<sup>1</sup> Depending on the dates included in a customer's billing cycle, a customer may still see utility receipts tax on their July bill. For example, if the bill cycle is June 25 – July 24, the services provided June 25 – June 30 will be assessed utility receipts tax, but services provided July 1 – July 24 will not be assessed utility receipts tax. The services rendered by date is determined on a pro-rata basis.

<sup>&</sup>lt;sup>2</sup> This statement also applies to special contracts, with one exception for which a credit for the amount of utility receipts tax embedded in the customer's rate will be provided manually on the customer's bill.

submitted in late June 2022 for approval under the Commission's thirty-day filing procedure.

- Rider 60 (Fuel Cost Adjustment) the income tax effect of utility receipts tax is not included in Rider 60 rates; therefore, no adjustments are necessary to Rider 60 rates.
- 3. Rider 62 (Environmental Cost Adjustment) Duke Energy Indiana's currently effective ECR 36 rates include the income tax effects of utility receipts tax. Duke Energy Indiana is providing revised filing exhibits from ECR 36 that remove the income tax effects of utility receipts tax as **Attachment A**, with changes from the original filing exhibits highlighted. **Attachment B** is the resulting revised Rider 62 tariff.

Duke Energy Indiana's ECR 37 proceeding is currently pending before the Commission and was filed with revenue conversion factors excluding the income tax effects of utility receipts tax in the calculation of revenue requirements for return on investment and projected expenses. It is anticipated the ECR 37 rates will be approved for implementation in July 2022 such that the tariff provided as **Attachment B** will not need to be implemented; however, the Company is requesting approval of the Rider 62 tariff in **Attachment B** effective with July 2022 billing cycle 1 in the event that ECR 37 rates are not yet approved.

4. Rider 65 (Transmission and Distribution Infrastructure Improvement Cost Adjustment) – Duke Energy Indiana's currently effective TDSIC-9 rates include the income tax effects of utility receipts tax. Duke Energy Indiana is providing revised filing exhibits from TDSIC-9 that remove the income tax effects of utility receipts tax as Attachment C, with changes from the original filing exhibits highlighted. Attachment D is the resulting revised Rider 65 tariff that the Company is requesting approval of effective with July 2022 billing cycle 1.

On April 28, 2022, Duke Energy Indiana submitted its TDSIC-11 filing with revenue conversion factors excluding the income tax effects of utility receipts tax.

5. <u>Rider 66 (Energy Efficiency Adjustment)</u> – Duke Energy Indiana's currently effective DSM-10 rates include the income tax effects of utility receipts tax.

Duke Energy Indiana is providing revised filing exhibits from DSM-10 that remove the income tax effects of utility receipts tax as **Attachment E**, with changes from the original filing exhibits highlighted.

**Attachment F** is the resulting revised Rider 66 tariff that the Company is requesting approval of effective with July 2022 billing cycle 1. Rates calculated at the time of the DSM-10 filing included all opt out/in options available to non-residential customers in 2022. The selections were made in the November 2021 window after DSM-10 was filed. Only two of the new 18 rate scenarios were selected; therefore, this reduced the number of tariff pages from 42 to 26.

6. Rider 67 (Credits Adjustment) – Duke Energy Indiana's currently effective Rider 67 rates include the income tax effects of utility receipts tax; however, removing the income tax effects of utility receipts tax does not result in a change to any of the rates being billed to customers. Therefore, the Company is not submitting a rate adjustment to Rider 67 in this thirty-day filing.

As discussed in Paragraph 1 (Base Rates), Duke Energy Indiana will provide customers a credit through Rider 67 for the income tax effects of utility receipts tax in base rates until such time as new base rates are implemented in a future base rate case.

- 7. Rider 68 (Regional Transmission Operator Non-Fuel Costs and Revenue Adjustment) Duke Energy Indiana's currently effective RTO-57 rates include the income tax effects of utility receipts tax. Duke Energy Indiana is providing revised filing exhibits from RTO-57 that remove the income tax effects of utility receipts tax as Attachment G, with changes from the original filing exhibits highlighted. Attachment H is the resulting revised Rider 68 tariff that the Company is requesting approval of effective with July 2022 billing cycle 1.
- 8. <u>Rider 70 (Reliability Adjustment)</u> the income tax effect of utility receipts tax is not included in Rider 70 rates; therefore, no adjustments are necessary to Rider 70 rates.
- 9. <u>Rider 72 (Federally Mandated Cost Adjustment)</u> Duke Energy Indiana's currently effective FMCA 6 rates are only recovering reconciliation

adjustments for 2020 and prior, when utility receipts tax was still applicable. Therefore, no adjustments are necessary to Rider 72 rates to reflect the repeal of utility receipts tax.

10. Rider 73 (Renewable Energy Project Adjustment) – Duke Energy Indiana's REP4 proceeding is currently pending before the Commission. On April 27, 2022, Duke Energy Indiana filed rebuttal testimony with revised exhibits to remove the income tax effects of utility receipts tax from the revenue conversion factors used to calculate revenue requirements for return on investment and projected expenses. The Company has proposed that the REP4 rates filed in rebuttal be approved for implementation for bill cycle 1 in July 2022; therefore, the Company is not submitting a rate adjustment to Rider 73 in this thirty-day filing.

Additionally, Duke Energy Indiana is making a minor revision to the General Terms and Conditions of its tariff to reflect the utility receipts tax repeal. **Attachment I** is a red-line version of the General Terms and Conditions, and **Attachment J** is a clean version that the Company is requesting approval of effective July 1, 2022.

Duke Energy Indiana is filing all Attachments, including the legal notice of this thirty-day filing (**Attachment K**), electronically. The legal notice was published in the April 28, 2022 edition of the Indianapolis Star and will be published in the May 3, 2022 edition of Current. Duke Energy Indiana will submit its verified statement that it has provided notice to customers as required under Section 6 of the Commission's thirty-day filing rules and proofs of publication as **Attachment L** when the proofs of publication are received.

If there are any questions concerning this filing, please contact me at 317-797-9629.

Sincerely,

Christa L. Graft Attachments

CC:

B. P. Davey S. E. Sieferman Secretary of the Commission May 1, 2022 Page 5

M. T. Diaz

K. C. Lilly

R. A. Flick

J. Stemle

B. Heneghan

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### Service List

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### **DUKE ENERGY INDIANA, LLC**

## CALCULATION OF REVENUE REQUIREMENTS APPLICABLE TO RETURN ON INVESTMENT IN ENVIRONMENTAL COMPLIANCE PROJECTS AS OF JUNE 30, 2021

Line		Rate Of	Return			Line
No.		Debt	Equity		Amount	No.
		(A)	(B)	(C)	(D)	
1	Unamortized CCR Plan Development - 80% <sup>21</sup>			\$ -		1
2	Unamortized CCR Post In Service Carrying Costs - 60% "			1,442,538		2
3	Retail Investment				\$ 1,442,538	3
4	Rate of Return *'	1.54%	4.23%		<u>5.77%</u>	4
5	Annual Return on Investment				83,234	5
6	Revenue Conversion Factor "	<u>1.00410</u>	<u>1.33651</u>		<u>1.24778</u>	6
7	Jurisdictional Revenue Requirements (Line 5 x Line 6)				103,858	7
8	Less: Prior Requested Revenue Requirements from ECR 35				205,468	8
9	Incremental Revenue Requirement Increase/(Decrease)				<u>\$ (101,610)</u>	9

<u>1.00410</u> <u>1.33651</u>

### 1/ Components of Revenue Conversion Factor:

	Statutory	Effective Rate		
	Rate	<u>Debt</u>	<b>Equity</b>	
Utility Receipts Tax	0.000%	0.000%	0.000%	
Uncollectible Accounts Expense	0.280%	0.280%	0.280%	
Public Utility Fee	0.128%	0.128%	0.128%	
State Income Tax c/	4.900%	0.000%	4.880%	a/
Federal Income Tax	21.000%	<u>0.000%</u>	<u>19.890%</u>	b/
Subtotal		0.408%	25.178%	
Less Utility Receipts Tax	0.000%	<u>0.000%</u>	0.000%	
Effective Rate		0.408%	25.178%	
Complement (1 - Effective Rate)		<u>99.592%</u>	74.822%	

Revenue Conversion Factor 1 ÷ Complement

a/ Effective tax rate for debt for state income tax reflects tax on utility receipts tax portion of revenues. Effective tax rate for equity for state income tax reflects deductibility of uncollectible accounts expense

and public utility fee.
b/ Effective tax rate for equity for federal income tax reflects deductibility

of utility receipts tax, uncollectible accounts expense, public utility

fee and state income tax.

c/ Statutory rate for state income tax reflects the rate in effect for January 2022.

2/ See Workpaper 1

3/ See Workpaper 2

4/ See Page 11

### **DUKE ENERGY INDIANA. LLC**

### DETERMINATION OF THE REVENUE REQUIREMENTS APPLICABLE TO ESTIMATED EXPENSES ASSOCIATED WITH THE ENVIRONMENTAL COMPLIANCE, INCLUDING IGCC

Line No.		Amounts	Applicable	To Retail		Line No.
		(A)	(B)	(C)	)	
Prod	uction Demand Allocator Amortizations (January - June 2022)	 plicable to ity AFUDC	All Other			
1	Estimated Retail Jurisdictional Amortization of CCR Plan Development - 80% 1/	\$ -	\$ -			1
2	Estimated Retail Jurisdictional Amortization of CCR Post-In-Service Carrying Costs 60% 2/	257,078	149,329			2
3	Revenue Conversion Factor applicable to lines 1 and 2 (Reference Page 1)	<u>1.33651</u>	<u>1.00410</u>			3
4	Subtotal	343,587	149,941	\$ 4	93,528	4
5	IGCC Revenue Requirement for IGCC Settlement (January - June 2022)			(5,0	00,000)	5
Prod	uction Energy Allocator Operating Expenses (January - June 2022)					
6	Estimated Retail Jurisdictional Operating Expenses (Page 3)		(7,691,416)			6
7	Revenue Conversion Factor (Reference Page 1)		1.00410			7
8	Subtotal			(7,7	22,951)	8
9	Total Amount to Be Recovered from Retail Customers			\$ (12.7	22.951)	9

1/ Balance was fully amortized in February of 2021

PETITIONER'S EXHIBIT 2-B (MTD) IURC CAUSE NO. 42061 ECR 36 PAGE 7 OF 11

### **DUKE ENERGY INDIANA, LLC**

## DETERMINATION OF ENVIRONMENTAL COMPLIANCE ADJUSTMENT FACTORS BY RATE SCHEDULE FOR RETURN ON INVESTMENT

Line No.	Description	Coincidental Production Peak Demand Allocators from Cause No. 45253	Revenue Require Prior Revenue Requirement	Current Additional Revenue Requirement	Total Revenue Requirement for Return on Investment	Kilowatt-Hour Sales for the Twelve Months Ended June 30, 2021	Environmental Compliance Rate Adjustment Factors Per KWH by Rate Schedule	Sum of Monthly Non-Coincident Peak Demands for the Twelve Months Ended June 30, 2021	Environmental Compliance Rate Adjustment Factor Per KW for Rate HLF	Line No.
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	
1	Rate RS	42.114%	\$ 86,531	\$ (42,790)	\$ 43,741	9,218,229,683	\$0.000005			1
2	Rate CS	5.169%	10,621	(5,253)	5,368	1,011,836,654	\$0.000005			2
3	Rate LLF	20.722%	42,577	(21,056)	21,521	5,053,737,270	\$0.000004			3
4	Rate HLF	30.774%	63,231	(31,270)	31,961	9,701,028,474		18,059,291	\$0.001770	4
5	Customer L	0.296%	608	(301)	307	42,579,677	\$0.000007			5
6	Customer O	0.372%	764	(378)	386	156,236,642	\$0.000002			6
7	Rate WP	0.415%	853	(422)	431	155,234,106	\$0.000003			7
8	Rate SL	0.002%	4	(2)	2	36,806,363	\$0.000000			8
9	Rate MHLS	0.000%	-	-	-	5,354,633	\$0.000000			9
10	Rates MOLS and UOLS	0.113%	232	(115)	117	101,472,808	\$0.000001			10
11	Rates TS, FS and MS	<u>0.023%</u>	47	(23)	24	9,667,284	\$0.000002			11
12	Total Retail	<u>100.000%</u>	\$ 205,468 (ECR 35 Exhibit 3-B,	<u>\$ (101,610)</u>	<u>\$ 103,858</u>	25,492,183,594				12
			PAGE 6)		(Page 1)	(Workpaper 3)		(Workpaper 4)		

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### **DUKE ENERGY INDIANA, LLC**

### DETERMINATION OF ENVIRONMENTAL COMPLIANCE ADJUSTMENT FACTORS BY RATE SCHEDULE FOR EXPENSES INCLUDING IGCC (DEMAND)

Line No.		Coincidental Production Peak Demand Allocators from Cause No. 45253 (A)	Revenue Requirement for Estimated Amortization	Total Revenue Requirement for IGCC Settlement ( C)	(Over)/Under Billed Revenue Requirement	Total	Kilowatt-Hour Sales for the Six Months Ended June 30, 2021	Environmental Compliance Rate Adjustment Factors Per KWH by Rate Schedule (G) = (E)/(F)	Sum of Monthly Non-Coincident Peak Demands for the Six Months Ended June 30, 2021	Environmental Compliance Rate Adjustment Factor Per KW for Rate HLF (I) = (F)/(H)	Line No.
1	Rate RS	42.114%	\$ 207,844	\$ (2,105,700)	(\$567,352)	\$ (2,465,208)	4,691,775,596	(\$0.000525)			1
2	Rate CS	5.169%	25,510	(258,450)			500,302,495	(\$0.000605)			2
3	Rate LLF	20.722%	102,269	(1,036,100)			2,467,649,141	(\$0.000435)			3
4	Rate HLF	30.774%	151,878	(1,538,700)	(271,392)	(1,658,214)	4,679,031,858	,	8,730,165	(\$0.189941)	4
5	Customer L	0.296%	1,461	(14,800)	(11,782)	(25,121)	20,018,957	(\$0.001255)			5
6	Customer O	0.372%	1,836	(18,600)	40,295	23,531	78,624,000	\$0.000299			6
7	Rate WP	0.415%	2,048	(20,750)	(1,477)	(20,179)	78,294,006	(\$0.000258)			7
8	Rate SL	0.002%	10	(100)	2,023	1,933	18,302,233	\$0.000106			8
9	Rate MHLS	0.000%	-	-	206	206	2,723,762	\$0.000076			9
10	Rates MOLS and UOLS	0.113%	558	(5,650)	3,164	(1,928)	50,340,022	(\$0.000038)			10
11	Rates TS, FS and MS	<u>0.023%</u>	114	(1,150)	(160)	(1,196)	4,838,196	(\$0.000247)			11
12	Total Retail	100.000%	\$ 493,528 (Page 2)	\$ (5,000,000) (Page 2)	\$ (1,015,833) (Page 6)	\$ (5,522,305)	12,591,900,266 (Workpaper 3)		(Workpaper 4)		12

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### **DUKE ENERGY INDIANA, LLC**

### DETERMINATION OF ENVIRONMENTAL COMPLIANCE ADJUSTMENT FACTORS BY RATE SCHEDULE (ENERGY)

Line No.		Production Energy Allocators from Cause No. 45253	Revenue Requirement for Estimated Operating Expenses (B)	Reconciliation Operating Expenses ( C)	Total Revenue Requirement (D) = (B) + ( C)	Kilowatt-Hour Sales for the Six Months Ended June 30, 2021	Environmental Compliance Rate Adjustment Factors Per KWH by Rate Schedule (F)= (D)/(E)	Sum of Monthly Non-Coincident Peak Demands for the Six Months Ended June 30, 2021	Environmental Compliance Rate Adjustment Factor Per KW for Rate HLF (H) = (D)/(G)	Line No.
1	Rate RS	33.840% \$	(2.613.446)	\$ (2,908,617)	(5,522,063)	4,691,775,596	(\$0.001177)			1
2	Rate CS	3.908%	(301,813)	(328,626)	(630,439)	500,302,495	(\$0.001260)			2
3	Rate LLF	18.237%	(1,408,435)	(1,423,729)	(2,832,164)	2,467,649,141	(\$0.001148)			3
4	Rate HLF	38.452%	(2,969,629)	(3,518,547)	(6,488,176)	4,679,031,858		8,730,165	(\$0.743191)	) 4
5	Customer L	0.400%	(30,892)	(49,901)	(80,793)	20,018,957	(\$0.004036)		, .	5
6	Customer O	4.021%	(310,540)	(394,652)	(705,192)	78,624,000	(\$0.008969)			6
7	Rate WP	0.545%	(42,090)	(47,521)	(89,611)	78,294,006	(\$0.001145)			7
8	Rate SL	0.144%	(11,121)	(13,818)	(24,939)	18,302,233	(\$0.001363)			8
9	Rate MHLS	0.020%	(1,545)	(2,034)	(3,579)	2,723,762	(\$0.001314)			9
10	Rates MOLS and UOLS	0.398%	(30,737)	(36,959)	(67,696)	50,340,022	(\$0.001345)			10
11	Rates TS, FS and MS	<u>0.035%</u>	(2,703)	(3,294)	(5,997)	4,838,196	(\$0.001240)			11
12	Total Retail	<u>100.000% \$</u>	(7,722,951) (Page 2)	\$ (8,727,698) (Page 6)	(16,450,649)	12,591,900,266 (Workpaper 3)		(Workpaper 4)		12

PETITIONER'S EXHIBIT 2-B (MTD) IURC CAUSE NO. 42061 ECR 36 PAGE 10 OF 11

### **DUKE ENERGY INDIANA, LLC**

### ENVIRONMENTAL COMPLIANCE ADJUSTMENT COMBINED FACTORS BY RATE SCHEDULE

Line No.	Description	Environmental Compliance Rate Adjustment Factors Per KWH/KW by Rate Schedule For Investment (A)	Environmental Compliance Rate Adjustment Factors Per KWH/KW by Rate Schedule For Expenses (Demand)	Environmental Compliance Rate Adjustment Factors Per KWH/KW by Rate Schedule For Expenses (Energy) (C)	Total Rate Adjustment Factor ( E)	Line No.
1	Rate RS	\$0.00005	(\$0.000525)	(\$0.001177)	(\$0.001697)	1
2	Rate CS	\$0.00005	(\$0.000605)	(\$0.001260)	(\$0.001860)	2
3	Rate LLF	\$0.00004	(\$0.000435)	(\$0.001148)	(\$0.001579)	3
4	Rate HLF 1/	\$0.001770	(\$0.189941)	(\$0.743191)	(\$0.931362)	4
5	Customer L	\$0.00007	(\$0.001255)	(\$0.004036)	(\$0.005284)	5
6	Customer O	\$0.00002	`\$0.000299 <sup>°</sup>	(\$0.008969)	(\$0.008668)	6
7	Rate WP	\$0.00003	(\$0.000258)	(\$0.001145)	(\$0.001400)	7
8	Rate SL	\$0.00000	\$0.000106	(\$0.001363)	(\$0.001257)	8
9	Rate MHLS	\$0.00000	\$0.000076	(\$0.001314)	(\$0.001238)	9
10	Rates MOLS and UOLS	\$0.00001	(\$0.000038)	(\$0.001345)	(\$0.001382)	10
11	Rates TS, FS and MS	\$0.000002	(\$0.000247)	(\$0.001240)	(\$0.001485)	11
		(Page 7)	(Page 8)	(Page 9)		

<sup>1/</sup> Factor for HLF is \$ / KW.

### **DUKE ENERGY INDIANA, LLC**

WEIGHTED COST OF CAPITAL AS OF JUNE 30, 2021 REFLECTING THE 9.70% RETURN ON COMMON EQUITY APPROVED IN IURC CAUSE NO. 45253 (DOLLARS IN THOUSANDS)

			Capital Struc	ture Ratio		W	eighted Cost Rate		
Line No.		Capitalization	Financial Concept	Regulatory Concept	Cost Rate	Financial Concept	Regulatory Concept	Synch. Interest	Line No.
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	
1	Common Equity	\$4,985,933	55.13%	42.71%	9.70%	5.35%	4.14%		1
2	Preferred Stock	0	0.00%	0.00%	0.00%	0.00%	0.00%		2
3	Long-Term Debt	4,057,949	<u>44.87%</u>	<u>34.76%</u>	4.38%	<u>1.97%</u>	1.52%	1.54%	3
4	Total Financial Capitalization	9,043,882	<u>100.00%</u>	77.47%		<u>7.32%</u>			4
5	Deferred Income Taxes Including Excess Deferred Taxes 1/	2,428,058		20.80%	0.00%		0.00%		5
6	Unamortized ITC - Crane Solar	11,231		0.10%	7.32%		0.01%		6
7	Unamortized ITC - 1971 & Later	1,853		0.02%	7.32%		0.00%		7
8	Unamortized ITC - Markland Hydro	20,735		0.18%	7.32%		0.01%		8
9	Unamortized ITC - Camp Atterbury Solar	231		0.00%	7.32%		0.00%		9
10	Unamortized ITC - Advanced Coal (IGCC)	133,500		1.14%	7.32%		0.08%		10
11	Customer Deposits	<u>33,995</u>		0.29%	2.00%		0.01%		11
12	Total Regulatory Capitalization	<u>\$11,673,485</u>		<u>100.00%</u>			<u>5.77%</u>	<u>1.54%</u>	12

Revenue	Requirement	Conversion Factor

		Weighted Cost Rate		Revenue Conversion Factor
Debt		1.54%	1.00410	1.5463%
Equity		4.23%	1.33651	<u>5.6534%</u>
	Total	<u>5.77%</u>	1.24778	<u>7.1997%</u>

<sup>1/</sup> Excess deferred taxes are recorded as a regulatory asset/liability.

**IURC No. 15** 

Fourth Revised Sheet No. 62 Cancels and Supersedes Third Revised Sheet No. 62 Page 1 of 6

### STANDARD CONTRACT RIDER NO. 62 – ENVIRONMENTAL COMPLIANCE ADJUSTMENT

The applicable charges for electric service to the Company's retail electric customers shall be increased or decreased to reflect rate base treatment for environmental compliance projects, defined as qualified pollution control property, clean energy projects, and other federally-mandated environmental compliance projects in accordance with I.C. 8-1-2-6.6, I.C. 8-1-2-6.8, I.C 8-1-8.4, I.C. 8-1-8.8 and 170 IAC 4-6, and to reflect recovery of clean energy and other federally-mandated environmental compliance project operating costs, including the cost of environmental reagents and emission allowances applicable to native load customers net of realized gains and losses from sales, in accordance with Ind. Code 8-1-8.8 and Ind. Code 8-1-8.4. The revenue adjustment to the applicable charges for electric service will be determined under the following provision:

### **Calculation of Adjustment**

The Environmental Compliance Adjustment shall be determined no more often than every six months by multiplying the Environmental Compliance Adjustment Factor, as determined to the nearest 0.001 mill (\$0.000001) per kilowatt-hour in accordance with the following formula, by the monthly billed kilowatt-hours for the billing cycle months in the case of customers receiving metered service and by the estimated monthly kilowatt-hours used for rate determination in the case of customers receiving unmetered service.

Environmental Compliance Adjustment Factor =

$$\frac{(a \times b \times c \times h) + ((d + e + f) \times g)) \times j}{i}$$

#### where:

- "a" is the jurisdictional cost of the Company's net invested capital applicable to environmental compliance projects and the net balance of post-in-service carrying costs, if any. For purposes of determining the value of such capital projects for this rate mechanism, the Company's costs as recorded in its books of account in accordance with the Uniform System of Accounts prescribed for Public Utilities and Licensees subject to the provisions of the Federal Power Act shall be used.
- 2. "b" is the Company's weighted cost of capital as of the date of valuation of the environmental compliance projects.
- 3. "c" is the revenue conversion factor to be used to convert return to operating revenues.
- 4. "d" is the Company's forecasted incremental jurisdictional operation and maintenance expense applicable to environmental compliance projects, including the cost of environmental reagents and emission allowances applicable to native load customers net of realized gains and losses from sales.
- 5. "e" is the Company's forecasted jurisdictional depreciation expense applicable to the investment in environmental compliance projects.

Issued: Effective: Bills Rendered July 2022 – Bill Cycle 1

**IURC No. 15** 

Fourth Revised Sheet No. 62 Cancels and Supersedes Third Revised Sheet No. 62 Page 2 of 6

### STANDARD CONTRACT RIDER NO. 62 – ENVIRONMENTAL COMPLIANCE ADJUSTMENT

- 6. "f" is the Company's other incremental jurisdictional expense applicable to environmental compliance projects such as plan development costs, amortization of post-in-service carrying costs, and other costs or credits approved by the Commission for inclusion in this rider.
- 7. "g" is the revenue conversion factor used to convert operating expenses to operating revenues.
- 8. "h" is the individual retail rate group's production demand allocator used for allocation purposes in the cost of service study last approved by the Commission as adjusted for migrations approved by the Commission.
- 9. "i" is the individual retail rate group's adjusted billing cycle kilowatt-hour sales for the twelve months ending as of the date of valuation of the environmental compliance projects for all retail rate groups other than industrial customers served under Rate HLF. The revenue adjustment for industrial customers served under Rate HLF shall be based on demands within the HLF customer group such that "i" shall be the sum of kilowatts billed for the applicable twelve month period.
- 10. "j" is the individual retail rate group's kilowatt-hour sales allocator used for allocation purposes in the cost of service study last approved by the Commission as adjusted for migrations approved by the Commission.
- 11. "k" is the individual retail rate group's adjusted billing cycle kilowatt-hour sales for the applicable six month period for all retail rate groups other than industrial customers served under Rate HLF. The revenue adjustment for retail customers served under Rate HLF shall be based on demands within the HLF customer group such that "k" shall be the sum of kilowatts billed for the applicable six month period.

This factor shall be further modified to reflect the difference between estimated costs billed and costs actually experienced during the period such estimated costs were billed.

The Environmental Compliance Adjustment factor applicable to retail rate groups is as follows:

Effective: Bills Rendered July 2022 – Bill Cycle 1

Duke Energy Indiana, LLC

1000 East Main Street Plainfield, Indiana 46168 IURC No. 15 Fourth Revised Sheet No. 62 Cancels and Supersedes Third Revised Sheet No. 62 Page 3 of 6

#### STANDARD CONTRACT RIDER NO. 62 -ENVIRONMENTAL COMPLIANCE ADJUSTMENT FACTOR APPLICABLE TO RETAIL RATE GROUPS

Line No.	Retail Rate Group	Environmental Compliance Adjustment <u>Factor Per KWH</u> (A)	Environmental Compliance Adjustment Factor Per Non-Coincident KW (B)	Line No.
1	Rate RS	(\$0.001697)		1
2 3 4	Rates CS and FOC Rate LLF Rate HLF	(0.001860) (0.001579)	(\$0.931362)	2 3 4
5 6	Customer L Customer O	(0.005284) (0.008668)		5 6
7	Rate WP	(0.001400)		7
8 9	Rate SL Rate MHLS	(0.001257) (0.001238)		8 9
10 11	Rates MOLS and UOLS Rates TS, FS and MS	(0.001382) (0.001485)		10 11

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### STANDARD CONTRACT RIDER NO. 62 -ENVIRONMENTAL COMPLIANCE ADJUSTMENT FACTOR APPLICABLE TO RETAIL RATE GROUPS

# ALLOCATED SHARE OF SYSTEM PEAK DEMAND FOR RETAIL CUSTOMERS BY RATE GROUP EXPRESSED AS A PERCENTAGE OF THE COMPANY'S TOTAL RETAIL SYSTEM PEAK DEMAND AS DEVELOPED FOR COST OF SERVICE PURPOSES IN CAUSE NO. 45253

Line No.	Rate Groups	KW Share of System Peak (4CP) Per <u>Cause No. 45253</u> (A)	Percent Share Of <u>System Peak</u> (B)	Line <u>No.</u>
1	Rate RS	2,102,591	42.114%	1
2	Rates CS and FOC	258,053	5.169%	2
3	Rate LLF	1,034,546	20.722%	3
4	Rate HLF	1,536,449	30.774%	4
5	Customer L	14,800	0.296%	5
6	Customer O	18,584	0.372%	6
7	Rate WP	20,717	0.415%	7
8	Rate SL	79	0.002%	8
9	Rate MHLS	15	0.000%	9
10	Rates MOLS and UOLS	5,633	0.113%	10
11	Rates TS, FS and MS	1,141	0.023%	11
12	TOTAL RETAIL	4,992,608	100.000%	12

Effective: Bills Rendered July 2022 - Bill Cycle 1

Issued:

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### STANDARD CONTRACT RIDER NO. 62 -ENVIRONMENTAL COMPLIANCE ADJUSTMENT FACTOR APPLICABLE TO RETAIL RATE GROUPS

# ALLOCATED SHARE OF MWH PLANT OUTPUT FOR RETAIL CUSTOMERS BY RATE GROUP EXPRESSED AS A PERCENTAGE OF THE COMPANY'S TOTAL RETAIL AS DEVELOPED FOR COST OF SERVICE PURPOSES IN CAUSE NO. 45253

Line <u>No.</u>	Rate Groups	MWH Plant Output <u>Cause No. 45253</u> (A)	Percent Share Of <u>System Peak</u> (B)	Line <u>No.</u>
1	Rate RS	10,075,608	33.840%	1
2	Rates CS and FOC	1,163,496	3.908%	2
3	Rate LLF	5,429,725	18.237%	3
4	Rate HLF	11,448,504	38.452%	4
5	Customer L	119,082	0.400%	5
6	Customer O	1,197,276	4.021%	6
7	Rate WP	162,351	0.545%	7
8	Rate SL	42,814	0.144%	8
9	Rate MHLS	6,095	0.020%	9
10	Rates MOLS and UOLS	118,444	0.398%	10
11	Rates TS, FS and MS	10,457	0.035%	11
12	TOTAL RETAIL	29,773,852	100.000%	12

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### STANDARD CONTRACT RIDER NO. 62 -ENVIRONMENTAL COMPLIANCE ADJUSTMENT FACTOR APPLICABLE TO RETAIL RATE GROUPS

### BILLING CYCLE KWH SALES FOR THE COMPANY'S RETAIL CUSTOMERS BY RATE GROUP BASED ON PERIOD ENDED JUNE 30, 2021

Line <u>No.</u>	Rate Groups	Twelve Months Ended Billing Cycle <u>KWH Sales</u> (A)	Twelve Months Sum Of Monthly Non-Coincident <u>Peak Demands</u> (B)	Six Months Ended Billing Cycle <u>KWH Sales</u> (C)	Six Months Sum Of Monthly Non-Coincident <u>Peak Demands</u> (D)	Line <u>No.</u>
1	Rate RS	9,218,229,683		4,691,775,596		1
2 3 4	Rates CS and FOC Rate LLF Rate HLF	1,011,836,654 5,053,737,270 9,701,028,474	18,059,291	500,302,495 2,467,649,141 4,679,031,858	8,730,165	2 3 4
5 6	Customer L Customer O	42,579,677 156,236,642		20,018,957 78,624,000		5 6
7	Rate WP	155,234,106		78,294,006		7
8 9	Rate SL Rate MHLS	36,806,363 5,354,633		18,302,233 2,723,762		8 9
10 11	Rates MOLS and UOLS Rates TS, FS and MS	101,472,808 9,667,284		50,340,022 <u>4,838,196</u>		10 11
12	TOTAL RETAIL	25,492,183,594		12,591,900,266		12

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#### **DUKE ENERGY INDIANA, LLC**

DETERMINATION OF THE JURISDICTIONAL REVENUE REQUIREMENTS APPLICABLE TO QUALIFYING TRANSMISSION INFRASTRUCTURE IMPROVEMENT PROJECTS TO BE RECOVERED IN THE TDSIC RIDER FOR THE PROJECTED TWELVE MONTH PERIOD JULY 2021 THROUGH JUNE 2022

Line Applicable to Retail Customers						Line
No.	Description	Debt (A)	Equity (B)	Amount (C)	Total (D)	No.
		(A)	(B)	(0)	(D)	
1	Return on Investment:  Investment in Plant as of December 31, 2020 (Exhibit 3-B (MTD) page 1)			\$ -		1
2	Accumulated Depreciation as of December 31, 2020 (Exhibit 3-B (MTD) page 4)			Ψ - -		2
3	Net Investment as of December 31, 2020				\$ -	3
4	Rate of Return (Exhibit 3-B (MTD) page 11)	1.57%	4.13%		5.70%	4
5	Return on Investment					5
6 7	Revenue Conversion Factor (1)  Annual Return on Investment Revenue Requirement	1.00409	1.33649		1.24493 \$ -	6 7
•	All the all the control to the contr				Ψ	
		All Other	Applicable to Equity AFUDC			
	Depreciation Expense:	98.228%	1.772%	(workpaper 7-MTD)		
	Reconciliation of Actual Depreciation Expense					
8 9	Depreciation Expense Incurred Jan 2019 - Jul 2020 (Exhibit 3-B (MTD) page 5) (2) Less: Projected Depr.Exp. Incl. in previous filings for Jan 2019 - Jul 2020 (3)			\$ 8,580,250 6,914,819		8 9
10	Depreciation Expense Reconciliation			1,665,431		10
11	Forecasted Depreciation Expense Jul 2021-Jun 2022 (Exhibit 3-B (MTD) page 5)	f 4 025 020	e 20.544	4 005 404		11
12 13	Total Depreciation Expense Revenue Conversion Factor (1)	\$ 1,635,920 1.00409	\$ 29,511 1.33649	1,665,431		12 13
14	Depreciation Expense Revenue Requirement	1,642,611	39,441		1,682,052	14
	Operation and Maintenance Expense:					
	Reconciliation of Actual Operation and Maintenance Expense					
15	O&M Expense for Projects In-Service through December 31, 2020 (Exh 3-B (MTD) page	e 6)		1,725,528		15
16 17	Less: Projected O&M Exp. Incl. in previous filings for Jan 2019 - Dec 2020 (3)  O&M Expense Reconciliation			3,916,000 (2,190,472)		16 17
18	Forecasted O&M Expense Jul 2021-Jun 2022 (Exhibit 3-B (MTD) page 6)			2,365,600		18
19	Total Operation and Maintenance Expense			175,128		19 20
20 21	Revenue Conversion Factor (1)  Operation and Maintenance Expense Revenue Requirement			1.00409	175,844	21
	Property Tax Expense Reconciliation of Actual Property Tax Expense					
22	Property Tax Expense through July 31, 2020 (Exhibit 3-B (MTD) page 7) (4)			988,160		22
23	Less: Projected Property Tax Exp. Incl. in previous filings for Jan 2019 - Jul 2020 (3)			915,623		23
24 25	Property Tax Expense Reconciliation Forecasted Property Tax Expense Jul 2021-Jun 2022 (Exhibit 3-B (MTD) page 7)			72,537 181,333		24 25
26	Total Property Tax Expense			253,870		26
27 28	Revenue Conversion Factor (1) Property Tax Expense Revenue Requirement			1.00409	254,908	27 28
20	Property Tax Expense Revenue Requirement				254,900	20
20	Post In-Service Carrying Costs Expense:	Debt Costs	Equity Costs	0.050.040		20
29 30	Post In-Service Carrying Costs Incurred Jan 2019-Dec 2020 (Exhibit 3-B (MTD) page 8) Less: Jan 2018 - Dec 2018 Post In-Service Carrying Costs collected via Compliance Filing	2,771,595 (5 1,610,730	6,481,453 3,738,078	9,253,048 5,348,808		29 30
31	Post In-Service Carrying Costs Reconciliation	1,160,865	2,743,375	3,904,240		31
32 33	Revenue Conversion Factor (1) Post In-Service Carrying Costs Revenue Requirement	1.00409 1,165,613	1.33649 3,666,493		4,832,106	32 33
33	Post in-Service Carrying Costs Revenue Requirement	1,103,013	3,000,493		4,032,100	33
0.4	Plan Development Costs Amortization:					0.4
34 35	Plan Development Costs Amortization (Workpaper 6-MTD) (6 months of 36 months)  Less: Jan 2018 - Dec 2018 Plan Development Costs Amortization collected via Compliance	Filing (6)		78,473		34 35
36	Plan Development Costs Amortization Reconciliation	3 (-7		(78,473)		36
37 38	Revenue Conversion Factor (1) Plan Development Costs Amortization Revenue Requirement			1.00409	(78,794)	37 38
30	Plan Development Costs Amortization Revenue Requirement				(70,794)	30
39	Total 12 Month Transmission Revenue Requirement				\$ 6,866,116	39
40 41	Less: Prior Approved Transmission Revenue Requirements (annualized) Incremental 12 Month Transmission Revenue Requirement Increase / (Decrease)				7,609,934 \$ (743,818)	40 41
	,				+ (: ::,:::)	
		Statutory	Effor	ctive Rates		
	(1) Components of Revenue Conversion Factor:	Rates	Debt	Equity		
	Utility Receipts Tax	0.000%	0.000%	0.000%		
	Uncollectible Accounts Expense Public Utility Fee	0.280% 0.127%	0.280% 0.127%	0.280% 0.127%		
	State Income Tax (a)	4.900%	0.000%	4.880%		
	Federal Income Tax (b)	21.000%	0.000%	19.890% 25.477%	Maichte d	
	Effective Rate Subtotal Less Utility Receipts Tax	0.000%	0.407% 0.000%	25.177% 0.000%	Weighted	
	Total Effective Rate		0.407%	25.177%		
	Revenue Conversion 1/(1- effective rate)		1.00409	1.33649	1.24493	(c)
	(a) The effective tax rate for debt for state income tax reflects tax on the utility receipts tax p	ortion of revenues.	The effective tax	rate for equity for sta	te income	
	tax reflects the deductibility of uncollectible accounts expense and public utility fee.	coints tax upos!!	tible accounts to	nonco public utility fo	a and	
	(b) The effective tax rate for equity for federal income tax reflects the deductibility of utility restate income tax.	<del>ocipio iax, </del> unicollet	dible accounts ex	pense, public utility led	a artu	

- state income tax.
  (c) See calculation on Exhibit 3-B (MTD) page 11 of 16.

- (2) See Exhibit 3-B (MTD), Page 5, Line 1, Column E multiplied by 80% eligible in rider recovery.
  (3) See Workpaper 22-MTD.
  (4) See Exhibit 3-B (MTD), Page 7, Line 1, Column A plus Column B multiplied by 80% eligible in rider recovery.
- (5) 2018 Post In-Service Carrying Costs were collected over 2 years versus the standard 1 year due to the suspension of the TDSIC rider.
  (6) 2018 Plan Development Costs Amortization was collected over 2 years versus the standard 1 year due to the suspension of the TDSIC rider.

#### **DUKE ENERGY INDIANA, LLC**

DETERMINATION OF THE JURISDICTIONAL REVENUE REQUIREMENTS APPLICABLE TO QUALIFYING DISTRIBUTION INFRASTRUCTURE IMPROVEMENT PROJECTS TO BE RECOVERED IN THE TDSIC RIDER FOR THE PROJECTED TWELVE MONTH PERIOD JULY 2021 THROUGH JUNE 2022

•	Description	- D-14		Retail Customers	T	Li
	Description	Debt (A)	Equity (B)	Amount (C)	Total (D)	N
		(* 4)	(2)	(0)	(2)	
	Return on Investment: Investment in Plant as of December 31, 2020 (Exhibit 3-B (MTD) page 1)			\$ -		
	Accumulated Depreciation as of December 31, 2020 (Exhibit 3-B (MTD) page 4)			Ψ -		
	Net Investment as of December 31, 2020				\$ -	
	Rate of Return (Exhibit 3-B (MTD) page 11)	4.570/	4.420/		F 700/	
	Rate of Return (Exhibit 3-B (MTD) page TT)  Return on Investment	1.57%	4.13%		5.70%	-
	Revenue Conversion Factor (1)	1.00409	1.33649		1.24493	
	Annual Return on Investment Revenue Requirement				\$ -	_
			Applicable to			
		All Other	Equity AFUDC	-		
	Depreciation Expense:	99.063%	0.937%	(workpaper 7-MTD)		
	Reconciliation of Actual Depreciation Expense  Depreciation Expense Incurred Jan 2019 - Jul 2020 (Exhibit 3-B (MTD) page 5) (2)			\$ 15,328,422		
	Less: Projected Depr.Exp. Incl. in previous filings for Jan 2019 - Jul 2020 (3)			11,451,176		
	Depreciation Reconciliation Expense			3,877,246		
	Forecasted Depreciation Expense Jul 2021-Jun 2022 (Exhibit 3-B (MTD) page 5)	0 0040040	Φ 00.000			
	Total Depreciation Expense Revenue Conversion Factor (1)	\$ 3,840,916 1.00409	\$ 36,330 1.33649	3,877,246		
	Depreciation Expense Revenue Requirement	3,856,626	48,555		3,905,181	
		.,,			-,,	
	Operation and Maintenance Expense:					
	Reconciliation of Actual Operation and Maintenance Expense  O&M Expense for Projects In-Service through December 31, 2020 (Exh 3-B (MTD) page	70.6)		17,594,686		
	Less: Projected O&M Exp. Incl. in previous filings for Jan 2019 - Dec 2020 (3)	ge o)		24,110,867		
	O&M Expense Reconciliation			(6,516,181)		
	Forecasted O&M Expense Jul 2021-Jun 2022 (Exhibit 3-B (MTD) page 6)			10,396,000		
	Total Operation and Maintenance Expense Revenue Conversion Factor (1)			3,879,819 1.00409		
	Operation and Maintenance Expense Revenue Requirement			1.00409	3,895,687	
	Property Tax Expense					
	Reconciliation of Actual Property Tax Expense Property Tax Expense through July 31, 2020 (Exhibit 3-B (MTD) page 7) (4)			1,393,333		
	Less: Projected Property Tax Exp. Incl. in previous filings for Jan 2019 - Jul 2020 (3)			1,343,737		
	Property Tax Expense Reconciliation			49,596		
	Forecasted Property Tax Expense Jul 2021-Jun 2022 (Exhibit 3-B (MTD) page 7)			131,848		
	Total Property Tax Expense Revenue Conversion Factor (1)			181,444 1.00409		
	Property Tax Expense Revenue Requirement			1.00+00	182,186	
	Built Out in Our in Out Face	Dalabasas	F			
	Post In-Service Carrying Costs Expense:  Post In-Service Carrying Costs Incurred Jan 2019-Dec 2020 (Exhibit 3-B (MTD) page 8)	Debt Costs 4,835,953	Equity Costs 11,342,139	16,178,092		
	Less: Jan 2018 - Dec 2018 Post In-Service Carrying Costs collected via Compliance Filing		5,770,169	8,255,779		
	Post In-Service Carrying Costs Reconciliation	2,350,343	5,571,970	7,922,313		
	Revenue Conversion Factor (1)	1.00409	1.33649			
	Post In-Service Carrying Costs Revenue Requirement	2,359,956	7,446,882		9,806,838	
	Plan Development Costs Amortization:					
	Plan Development Costs Amortization (Workpaper 6-MTD) (6 months of 36 months)			-		
	Less: Jan 2018 - Dec 2018 Plan Development Costs Amortization collected via Compliano	ce Filing (6)		97,960		
	Plan Development Costs Amortization Reconciliation Revenue Conversion Factor (1)			(97,960) 1.00409		
	Plan Development Costs Amortization Revenue Requirement			1.00+00	(98,361)	
						•
	Total 12 Month Distribution Revenue Requirement Less: Prior Approved Distribution Revenue Requirements (annualized)				\$ 17,691,531 21,321,997	
	Incremental 12 Month Distribution Revenue Requirement Increase / (Decrease)				\$ (3,630,466)	
	· · · · · · · · · · · · · · · · · · ·					•
		Statutory	Effoo	tive Rates		
	(1) Components of Revenue Conversion Factor:	Rates	Debt	Equity		
	Utility Receipts Tax	0.000%	0.000%	0.000%		
	Uncollectible Accounts Expense	0.280%	0.280%	0.280%		
	Public Utility Fee State Income Tax (a)	0.127% 4.900%	0.127% 0.000%	0.127% 4.880%		
	Federal Income Tax (b)	21.000%	0.000% 0.000%	4.880% 19.890%		
	Effective Rate Subtotal	250070	0.407%	25.177%	Weighted	
	Less Utility Receipts Tax	0.000%	0.000%	0.000%		-
	Total Effective Rate		0.407%	25.177%	1 2///02	(0)
	Revenue Conversion 1/(1- effective rate)		1.00409	1.33649	1.24493	(c)
	(a) The effective tax rate for debt for state income tax reflects tax on the utility receipts tax	portion of revenue	s. The effective ta	ax rate for equity for s	tate income	
	tax reflects the deductibility of uncollectible accounts expense and public utility fee.					

- state income tax.
  (c) See calculation on Exhibit 3-B (MTD) page 11 of 16.

- (2) See Exhibit 3-B (MTD), Page 5, Line 4, Column E multiplied by 80% eligible in rider recovery.
  (3) See Workpaper 22-MTD.
  (4) See Exhibit 3-B (MTD), Page 7, Line 4, Column A plus Column B multiplied by 80% eligible in rider recovery.
  (5) 2018 Post In-Service Carrying Costs were collected over 2 years versus the standard 1 year due to the suspension of the TDSIC rider.
  (6) 2018 Plan Development Costs Amortization was collected over 2 years versus the standard 1 year due to the suspension of the TDSIC rider.

PETITIONER'S EXHIBIT 3-B (MTD) IURC CAUSE NO. 44720 TDSIC-9 PAGE 11 OF 16

### **DUKE ENERGY INDIANA, LLC**

# WEIGHTED COST OF CAPITAL AS OF DECEMBER 31, 2020 REFLECTING THE 9.70% RETURN ON COMMON EQUITY APPROVED IN IURC CAUSE NO. 45253 (DOLLARS IN THOUSANDS)

			Capital Stru	cture Ratio		We	ighted Cost R	late	
Line			Financial	Regulatory	Cost	Financial	Regulatory	Synch.	Line
No.		Capitalization	Concept	Concept	Rate	Concept	Concept	Interest	No.
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	
1	Common Equity	\$4,768,735	54.03%	41.62%	9.70%	5.24%	4.04%		1
2	Preferred Stock	0	0.00%	0.00%	0.00%	0.00%	0.00%		2
3	Long-Term Debt	4,057,653	45.97%	35.41%	4.37%	2.01%	1.55%	1.57%	3
4	Total Financial Capitalization	8,826,388	100.00%	77.03%		7.25%			4
5	Deferred Income Taxes Including Excess Deferred Taxes (1)	2,428,573		21.18%	0.00%		0.00%		5
6	Unamortized ITC - Crane Solar	11,231		0.10%	7.25%		0.01%		6
7	Unamortized ITC - 1971 & Later	1,997		0.02%	7.25%		0.00%		7
8	Unamortized ITC - Markland Hydro	20,735		0.18%	7.25%		0.01%		8
	Unamortized ITC - Camp Atterbury Solar	231		0.00%	7.25%				
9	Unamortized ITC - Advanced Coal (IGCC)	133,500		1.17%	7.25%		0.08%		9
10	Customer Deposits	36,306		0.32%	2.00%		0.01%		10
11	Total Regulatory Capitalization	\$11,458,961		100.00%			5.70%	1.57%	11
			Revenue Re	equirement Con	version Factor				
			1		Revenue				
			Weighted	Revenue	Requirement				
			Cost Rate	Conversion	Rate				
12		Debt	1.57%	1.00409	2) 1.5764%				12
13		Equity	4.13%	1.33649 (	2) 5.5197%				13
14		Total	5.70%	1.24493	7.0961%				14

- (1) Excess deferred taxes are recorded as a regulatory asset/liability.
- (2) See calculation in footnote on Exhibit 3-B (MTD) page 9 of 16.

# REVISED PETITIONER'S EXHIBIT 3-B (MTD) IURC CAUSE NO. 44720 TDSIC-9 PAGE 13 OF 16

### **DUKE ENERGY INDIANA, LLC**

### TDSIC RIDER 2% REVENUE CAP TEST FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2020

Line No.	Description	Total	Line No.
		(A)	
1	Retail Revenue Cap for 12 Months  Retail Revenue for the Twelve Months Ended December 31, 2020 (1) (2)	\$ 2,429,640,011	1
2	Multiplied by 2% Limit	2.00%	2
3	Total Retail Cap	\$ 48,592,800	3
4	TDSIC-9 Annual Revenue Requirement Before 2% Cap (3)	\$ 31,788,013	4
5	Revenue Requirement TDSIC-6 Compliance Filing (4)	34,549,906	5
6	Incremental TDSIC Revenue Requirement (line 4 - line 5)	\$ (2,761,893)	6
7	Amount in Excess of 2% Retail Revenue Cap (line 6 - line 3 [zero if below cap])	\$ -	7
8	Incremental Annual TDSIC Revenue Requirement Adjusted for Cap (line 6 - line 7)	\$ (2,761,893)	8
9	Average Retail Rate Increase from TDSIC-6 (Line 8 / Line 1)	(0.11%)	9

- (1) See Workpaper 1-MTD
- (2) Retail Revenue excludes revenue associated with the Utility Receipts Tax.
- (3) See Exhibit 3-B (MTD) page 16 of 16 column (F).
- (4) See the Step 1 Compliance Filing for Cause No. 45253, Attachment H, Page 9 of 11, Line 19, Column (H).

#### **DUKE ENERGY INDIANA, LLC**

## DETERMINATION OF TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE IMPROVEMENT COST RATE ADJUSTMENT FACTORS BY RATE SCHEDULE TO BE APPLIED TO CUSTOMERS' BILLS BEGINNING WITH THE EFFECTIVE DATE OF THE COMMISSION'S FINAL ORDER

Line No.	Rate Schedule	Percent of Transmission Revenue Requirement from IURC Cause No. 45253	Transmission Revenue Requirement	Percent of Distribution Revenue Requirement from IURC Cause No. 45253	Distribution Revenue Requirement	Reconciliation Adjustment(s) For Prior TDSIC Riders	Total Transmission and Distribution Revenue Requirement	Reduction in Revenue Requirement Due to 2% Cap (1)	Adjusted Total Revenue Requirement	Kilowatt-Hour Sales For The Twelve Months Ended December 31, 2020	Transmission and Distribution Infrastructure Improvement Cost Rate Adjustment Factors Per KWH	Sum Of Monthly Non-Coincident Peak Demands For The Twelve Months Ended December 31, 2020	Transmission and Distribution Infrastructure Improvement Cost Rate Adjustment Factor Per KW	t
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(1)	(J)	(K)	(L)	
1	Rate RS	38.587%	\$ 2,649,428	56.535%	\$ 10,001,908	\$ 1,329,248	\$ 13,980,584	\$ -	\$ 13,980,584	8,995,191,855	\$0.001554			1
2	Rate CS	5.417%	371,938	5.666%	1,002,402	549,082	1,923,422	-	1,923,422	985,073,010	\$0.001953			2
3	Rate LLF - Secondary	17.483%	1,200,403	17.530%	3,101,325	1,194,699	5,496,427	_	5.496.427	3,867,001,105	\$0.001421			3
4	Rate LLF - Primary	1.687%	115,831	1.378%	243,789	(164,451)	195,169	_	195,169	591,784,317	\$0.000330			4
5	Rate LLF - Primary Direct	0.951%	65,297	0.145%	25,653	27.647	118,597	-	118,597	237.176.552	\$0.000500			5
6	Rate LLF - Transmission	0.661%	45,385	0.000%	-	13,169	58,554	-	58,554	138,506,579	\$0.000423			6
7	Rate HLF - Secondary	14.354%	985.562	12.032%	2,128,645	1,692,991	4,807,198	_	4.807.198	3,605,627,156		7,494,152	\$0.641460	7
8	Rate HLF - Primary	6.625%	454,880	4.465%	789,927	1,599,181	2,843,988	-	2.843.988	1.650.507.272		3,014,319	\$0.943493	8
9	Rate HLF - Primary Direct	6.076%	417,185	0.728%	128,794	651,160	1,197,139	-	1,197,139	2,006,987,052		3,474,314	\$0.344568	9
10	Rate HLF - Common Transmission	3.933%	270,044	0.003%	531	175,559	446,134	-	446,134	1,067,980,493		1,938,105	\$0.230191	10
11	Rate HLF - Bulk Transmission	2.461%	168,975	-0.001%	(177)	57,650	226,448	-	226,448	1,227,849,446		2,173,060	\$0.104207	11
12	Customer L	0.185%	12,702	0.004%	708	18,697	32,107	-	32,107	70,713,118	\$0.000454			12
13	Customer O	1.019%	69,966	0.000%	-	37,934	107,900	-	107,900	156,668,642	\$0.000689			13
14	Rate WP	0.432%	29,662	0.569%	100,665	4,873	135,200	-	135,200	152,268,418	\$0.000888			14
15	Rate SL	0.004%	275	0.326%	57,674	12,505	70,454	-	70,454	37,210,364	\$0.001893			15
16	Rate MHLS	0.001%	69	0.033%	5,838	554	6,461	-	6,461	5,474,557	\$0.001180			16
17	Rates MOLS and UOLS	0.087%	5,974	0.552%	97,657	28,896	132,527	-	132,527	103,003,067	\$0.001287			17
18	Rates TS, FS and MS	0.037%	2,540	0.035%	6,192	971	9,703		9,703	9,645,219	\$0.001006			18
19	Total Retail	100.000%	\$ 6,866,116	100.000%	\$ 17,691,531	\$ 7,230,366	\$ 31,788,013	\$ -	\$ 31,788,013	24,908,668,222				19
	Sources:		Exhibit 3-B (MTD) page 9 of 16		Exhibit 3-B (MTD) page 10 of 16	Exhibit 3-B (MTD) page 14 of 16 page 15 of 16		Exhibit 3-B (MTD) page 13 of 16		Workpaper 1-MTD and Workpaper 3-MTD		Workpaper 3-MTD		

<sup>(1)</sup> Allocated to Rate Schedule based on total revenue requirement before 2% cap.

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**Duke Energy Indiana, LLC** 1000 East Main Street Plainfield, IN 46168 IURC No. 15
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# STANDARD CONTRACT RIDER NO. 65 – TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE IMPROVEMENT COST ADJUSTMENT

The applicable charges for electric service to the Company's retail electric customers shall be increased or decreased for the change in costs associated with the Company's transmission and distribution infrastructure improvement costs ("TDSIC") in accordance with I.C. 8-1-39. The revenue adjustment to the applicable charges for electric service will be determined under the following provision:

### **Calculation of Adjustment**

The monthly billing adjustment shall be determined by multiplying the adjustment factor, as determined to the nearest 0.001 mill (\$0.000001) per kilowatt-hour calculated in accordance with the following formula, by the monthly billed kilowatt-hours in the case of customers receiving metered service and by the estimated monthly billed kilowatt-hours used for rate determinations in the case of customers receiving unmetered service.

Transmission and Distribution Infrastructure Improvement Cost Adjustment Factor =

$$\frac{((a+b) \times c) + ((d+e) \times f))}{g}$$

where:

- 1. "a" is the twelve month return on jurisdictional invested capital applicable to the transmission system projects. For purposes of determining the value of such capital projects for this rate mechanism, the Company's costs as recorded in its books of account in accordance with the Uniform System of Accounts prescribed for Public Utilities and Licensees subject to the provisions of the Federal Power Act shall be used. The net book value of the transmission system investment shall be multiplied by the weighted average cost of capital calculated in accordance with I.C. 8-1-39 as of the valuation date of the net transmission system investment, using the return on equity approved in the last retail base rate case. The after tax return shall be converted to before-income-tax revenue requirement by multiplying by the applicable revenue conversion factor.
- 2. "b" is the Company's forecasted incremental jurisdictional system TDSIC Plan costs such as depreciation, operation and maintenance, property tax and other costs approved by the Commission applicable to the transmission system projects.
- 3. "c" is the transmission system revenue requirement expressed as a percentage of the total transmission system revenue requirement.
- 4. "d" is the twelve month return on jurisdictional invested capital applicable to the distribution system projects. For purposes of determining the value of such capital projects for this rate mechanism, the Company's costs as recorded in its books of account in accordance with the Uniform System of Accounts prescribed for Public Utilities and Licensees subject to the

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**Duke Energy Indiana, LLC** 1000 East Main Street Plainfield, IN 46168 IURC No. 15
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# STANDARD CONTRACT RIDER NO. 65 – TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE IMPROVEMENT COST ADJUSTMENT

provisions of the federal Power Act shall be used. The net book value of the distribution system investment shall be multiplied by the weighted average cost of capital calculated in accordance with I.C. 8-1-39 as of the valuation date of the net distribution system investment. The after tax return shall be converted to before-income-tax revenue requirement by multiplying by the applicable revenue conversion factor.

- 5. "e" is the Company's forecasted incremental jurisdictional system TDSIC Plan costs such as depreciation, operation and maintenance, property tax and other costs approved by the Commission applicable to the distribution system projects.
- 6. "f" is the individual rate group's distribution system revenue requirement expressed as a percentage of the total distribution system revenue requirement.
- 7. "g" is the retail rate group's adjusted kilowatt-hour sales for the applicable twelve month period for all retail rate groups other than customers served under Rate HLF. The revenue adjustment for retail customers served under Rate HLF shall be demands within the Rate HLF customer group such that "g" shall be the sum of kilowatts billed for the applicable twelve month period.

This factor shall be further modified to reflect the difference between estimated costs billed and costs actually experienced during the period such estimated costs were billed.

The Transmission and Distribution Infrastructure Improvement Cost Adjustment factor applicable to retail rate groups is as follows:

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# STANDARD CONTRACT RIDER NO. 65 TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE IMPROVEMENT COST RATE ADJUSTMENT APPLICABLE TO RETAIL RATE GROUPS

Line No.	Rate Groups	Transmission and Distribution Infrastructure Improvement Cost Rate Adjustment Factor Per KWH (A)	Transmission and Distribution Infrastructure Improvement Cost Rate Adjustment Factor Per Non-Coincident KW (B)	Line No.
1	Rate RS	\$0.001554		1
2	Rate CS	\$0.001953		2
3	Rate LLF - Secondary	\$0.001421		3
4	Rate LLF - Primary	\$0.000330		4
5	Rate LLF - Primary Direct	\$0.000500		5
6	Rate LLF - Transmission	\$0.000423		6
7	Rate HLF - Secondary		\$0.641460	7
8	Rate HLF - Primary		\$0.943493	8
9	Rate HLF - Primary Direct		\$0.344568	9
10	Rate HLF - Common Transmission		\$0.230191	10
11	Rate HLF - Bulk Transmission		\$0.104207	11
12	Customer L	\$0.000454		12
13	Customer O	\$0.000689		13
14	Rate WP	\$0.000888		14
15	Rate SL	\$0.001893		15
16	Rate MHLS	\$0.001180		16
17	Rates MOLS and UOLS	\$0.001287		17
18	Rates TS, FS and MS	\$0.001006		18

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# STANDARD CONTRACT RIDER NO. 65 TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE IMPROVEMENT COST RATE ADJUSTMENT APPLICABLE TO RETAIL RATE GROUPS

# THE RETAIL TRANSMISSION REVENUE REQUIREMENT FOR THE COMPANY'S RETAIL CUSTOMERS BY RATE GROUP EXPRESSED AS A PERCENTAGE OF THE COMPANY'S TOTAL RETAIL TRANSMISSION REVENUE REQUIREMENT FOR COST OF SERVICE PURPOSES IN IURC CAUSE NO. 45253 (Dollars in Thousands)

Line No.	Rate Groups	Transmission Revenue Requirement (A)	Percent Transmission Revenue Requirement (B)	Line No.
1	Rate RS	\$ 92,545,389	38.587%	1
2	Rate CS	12,992,083	5.417%	2
3	Rate LLF - Secondary	41,929,299	17.483%	3
4	Rate LLF - Primary	4,045,848	1.687%	4
5	Rate LLF - Primary Direct	2,279,755	0.951%	5
6	Rate LLF - Transmission	1,584,609	0.661%	6
7	Rate HLF - Secondary	34,424,839	14.354%	7
8	Rate HLF - Primary	15,889,354	6.625%	8
9	Rate HLF - Primary Direct	14,572,071	6.076%	9
10	Rate HLF - Common Transmission	9,432,833	3.933%	10
11	Rate HLF - Bulk Transmission	5,901,691	2.461%	11
12	Customer L	443,880	0.185%	12
13	Customer O	2,442,674	1.019%	13
14	Rate WP	1,036,471	0.432%	14
15	Rate SL	9,022	0.004%	15
16	Rate MHLS	1,233	0.001%	16
17	Rates MOLS and UOLS	209,299	0.087%	17
18	Rates TS, FS and MS	87,870	0.037%	18
19	Total Retail	\$239,828,220	100.000%	19

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# STANDARD CONTRACT RIDER NO. 65 TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE IMPROVEMENT COST RATE ADJUSTMENT APPLICABLE TO RETAIL RATE GROUPS

# THE RETAIL DISTRIBUTION REVENUE REQUIREMENT FOR THE COMPANY'S RETAIL CUSTOMERS BY RATE GROUP EXPRESSED AS A PERCENTAGE OF THE COMPANY'S TOTAL RETAIL DISTRIBUTION REVENUE REQUIREMENT FOR COST OF SERVICE PURPOSES IN IURC CAUSE NO. 45253 (Dollars in Thousands)

		Diatribution	Percent	
Line		Distribution Revenue	Distribution Revenue	Line
No.	Rate Groups	Requirement	Requirement	No.
140.	- Nate Groups	(A)	(В)	110.
1	Rate RS	\$196,598,372	56.535%	1
2	Rate CS	19,703,090	5.666%	2
3	Rate LLF - Secondary	60,960,464	17.530%	3
4	Rate LLF - Primary	4,792,416	1.378%	4
5	Rate LLF - Primary Direct	502,575	0.145%	5
6	Rate LLF - Transmission	(394)	0.000%	6
7	Rate HLF - Secondary	41,841,974	12.032%	7
8	Rate HLF - Primary	15,525,238	4.465%	8
9	Rate HLF - Primary Direct	2,531,784	0.728%	9
10	Rate HLF - Common Transmission	9,568	0.003%	10
11	Rate HLF - Bulk Transmission	(3,027)	-0.001%	11
12	Customer L	15,152	0.004%	12
13	Customer O	-	0.000%	13
14	Rate WP	1,979,471	0.569%	14
15	Rate SL	1,132,932	0.326%	15
16	Rate MHLS	115,697	0.033%	16
17	Rates MOLS and UOLS	1,920,085	0.552%	17
18	Rates TS, FS and MS	120,405	0.035%	18
19	Total Retail	\$347,745,802	100.000%	19

Effective: Bills Rendered July 2022 - Bill Cycle 1

Issued:

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# STANDARD CONTRACT RIDER NO. 65 TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE IMPROVEMENT COST RATE ADJUSTMENT APPLICABLE TO RETAIL RATE GROUPS

### BILLING CYCLE KWH SALES AND HLF MONTHLY NON-COINCIDENT PEAKS FOR THE COMPANY'S RETAIL CUSTOMERS BY RATE GROUP BASED ON THE TWELVE-MONTH PERIOD ENDED DECEMBER 31, 2020

Line			Sum Of Monthly Non-Coincident	Line
No.	Rate Groups	KWH Sales	Peak Demands	No.
110.	Trace Groups	(A)	(B)	1101
1	Rate RS	8,995,191,855		1
2	Rate CS	985,073,010		2
3	Rate LLF - Secondary	3,867,001,105		3
4	Rate LLF - Primary	591,784,317		4
5	Rate LLF - Primary Direct	237,176,552		5
6	Rate LLF - Transmission	138,506,579		6
7	Rate HLF - Secondary	3,605,627,156	7,494,152	7
8	Rate HLF - Primary	1,650,507,272	3,014,319	8
9	Rate HLF - Primary Direct	2,006,987,052	3,474,314	9
10	Rate HLF - Common Transmission	1,067,980,493	1,938,105	10
11	Rate HLF - Bulk Transmission	1,227,849,446	2,173,060	11
12	Customer L	70,713,118		12
13	Customer O	156,668,642		13
14	Rate WP	152,268,418		14
15	Rate SL	37,210,364		15
16	Rate MHLS	5,474,557		16
17	Rates MOLS and UOLS	103,003,067		17
18	Rates TS, FS and MS	9,645,219		18
19	Total Retail	24,908,668,222		19

### **DUKE ENERGY INDIANA, LLC**

#### DETERMINATION OF THE 2022 ENERGY EFFICIENCY ADJUSTMENT FACTORS FOR THE RESIDENTIAL RATE GROUP

Line No.	Description	Costs(A)	Conversion Factor 1/ (B)	Revenue Requirements (C)	Line No.
	Residential	. ,	, ,	(A) * (B)	
1	2022 Program Costs, EM&V, and Incentives <sup>2/</sup>	\$19,052,602	1.00409	\$19,130,527	1
2	Lost Revenues <sup>2/, 3/</sup>	9,935,922	1.00000	9,935,922	2
3	Market Potential Study <sup>2/</sup>	-	1.00409	-	3
4	2016 Reconciliation True-up 4/	(5,722)	1.00000	(5,722)	4
5	2017 Reconciliation True-up 4/	(73,303)	1.00000	(73,303)	5
6	2018 Reconciliation True-up 4/	(132,960)	1.00000	(132,960)	6
7	2019 Reconciliation True-up 4/	(330,158)	1.00000	(330,158)	7
8	2020 Reconciliation to Actual <sup>5/</sup>	(12,580,899)	1.00000	(12,580,899)	8
9	Total	\$15,865,482		\$15,943,407	9
10	Billing Determinants (KWH Sales) <sup>6/</sup>			8,995,191,855	10
11	Adjustment Factor per KWH			\$ 0.001772	11

<sup>&</sup>lt;sup>1</sup>/ Reflects gross-up for revenue-related taxes and expenses on EE costs excluding lost revenue.
Lost revenues and reconciliation true-ups do not require a conversion to cover revenue related taxes and expenses since these costs are already built into the lost revenue prices and true-up calculations, respectively.

Components of Revenue Conversion Factor:

	Statutory Rate	Effective Rate	
Utility Receipts Tax		0.000%	
Uncollectible Accounts Expense	0.280%	0.280%	
Public Utility Fee	0.127%	0.127%	7/
State Income Tax	4.900%	0.000%	1a/ <del>, 1b/</del>
Federal Income Tax	21.000%	0.000%	
Subtotal		0.407%	
Remove Utility Receipts Tax	0.000%	0.000%	
Effective Rate		0.407%	
Complement		<u>99.593%</u>	
Revenue Conversion Factor			
1 ÷ Complement		<u>1.00409</u>	

<sup>&</sup>lt;sup>1a/</sup> Indiana House Bill 1004 was enacted in 2011. Among other things, this Bill reduces Indiana's corporate income tax rate by 0.5% annually each July 1st from 2012-2015. The Indiana corporate income tax rate will ultimately be reduced from 8.5% prior to July 1, 2012 to 6.5% as of July 1, 2015. Further rate reductions will continue until 2022. The state income tax rate applicable to the 2022 billing period of this tracker is 4.90%.

### Effective tax rate for debt for state income tax reflects tax on utility receipts tax portion of revenues.

<sup>&</sup>lt;sup>2/</sup> See Exhibit 2-B Page 1.

<sup>3/</sup> Lost revenues estimate includes lost revenues persisting in 2022 for 2021 (calculated as a half year of participation) and 2020 as well as impacts from lost revenues forecasted to be incurred in 2022 from 2022 program participation.

<sup>4/</sup> See Exhibit 2-B Page 6.

 $<sup>^{\</sup>rm 5/}$  See Exhibit 2-B Page 3.

 $<sup>^{6/}</sup>$  2020 billed kWh RS; see Workpaper 1.

<sup>&</sup>lt;sup>7/</sup> See Workpaper 5 for details. Updated rate for 2021 not available at time of filing.

### **DUKE ENERGY INDIANA, LLC**

#### DETERMINATION OF THE 2022 ENERGY EFFICIENCY ADJUSTMENT FACTORS FOR THE NON-RESIDENTIAL RATE GROUPS

			Total		Allocated Revenue Requirements by Customer Groups																			
	Total					Allocated Revenue Requirements by Customer Groups  Customers Opting Out													Customers Opting In					
Line			Conversion	Revenue	Participating				Effective				Out 4/1/14, In ./1/17, Out		Effective		Out 4/1/14, In		Out 4/1/14	Out 1/1/15	Out 1/1/15	Out 1/1/15 Lii		
No.	Description	Costs	Factor 1/	Requirements	Customers	Effective 4/1/14	Effective 1/1/15	Effective 1/1/16		Effective 1/1/18 E	ffective 1/1/19 Ef			1/1/20			1/1/21	In 1/1/16	In 1/1/17	In 1/1/17	In 1/1/18	In 1/1/19 N		
	Non-Residential	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(1)	(1)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)	(T)	(U)		
1	2022 Program Costs, EM&V, and Incentives 2/	23,422,270	1.00409	\$23,518,067	\$23,340,506	Š -	\$ -	Ś -	\$ -	\$ - :	s - \$	:	ś -	\$ -	\$ -	Š -	Š -	\$ -	\$ 88,428	\$ 64,439	\$ 14,816	\$ 9,878		
2	2022 Lost Revenues <sup>2/</sup>	2,621,188	1.00000	2,621,188	2,601,398					-		-			٠.		٠.		9,856	7,182	1,651	1,101		
3	2020 Persisting Lost Revenues 2/	1,503,271	1.00000	1,503,271	1,439,351	-	-	-	-	-	-	-	-	-	44,422	3,022	5,502	-	5,457	3,984	917	616		
4	2021 Persisting Lost Revenues 2/	4,476,232	1.00000	4,476,232	4,442,436	-	-	-	-	-	-	-	-	-	-	-	-	-	16,831	12,265	2,820	1,880		
5	Market Potential Study 2/	-	1.00409	-	0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	- 5		
6	2017 Reconciliation True-up 3/	(876)	1.00000	(876)	(723)	-	-	-	-	(53)	(44)	(22)	(1)	(2)	(22)				(3)	(2)	-	- 6		
7	2018 Reconciliation True-up <sup>3/</sup>	(5,521)	1.00000	(5,521)	(4,849)	-	-	-		-	(297)	(145)	(5)	(12)	(150)				(18)	(13)	(3)	- (0)		
8	2019 Reconciliation True-up <sup>3/</sup> 2020 Reconciliation to Actual <sup>4/, 6/</sup>	(18,911) 3,596,958	1.00000 1.00000	(18,911) 3,596,958	(17,545) 3,438,735	-	-	22,062	10,027	(122,244)	60,690	(524) 75,531	(19) (17,668)	(43) (28,455)	(542) 117,926	(37) 5,590			(67) 10,591	(48) 10,858	(11) 2,971	(8) 8 761 9		
10	Prior Years' Cost - Opt Out Group Adjustment 5/, 6/	-	1.00000	-	(62,145)	-	-	23	13	125	10,676	48,449	1,747	3,948	(1,910)				(237)	(187)	(43)	(96) 1		
11	Total	35,594,612		\$35,690,408	\$35,177,164	\$0	\$0	\$22,085	\$10,040	(\$122,172)	\$71,025	\$123,289	(\$15,946)	(\$24,564)	\$159,724	\$8,436	\$14,763	\$ -	\$130,838	\$98,478	\$23,118	\$14,132		
12	Billing Determinants (KWH Sales) <sup>7/</sup>			17,071,259,404	7,395,558,850	7,002,138,668	714,054,649	303,100,204	85,679,189	542,789,898	452,649,176	220,865,611	7,935,095	18,038,509	228,266,431	15,554,701	28,274,120	-	28,019,198	20,441,228	4,731,047	3,162,830 1		
13	Adjustment Factors per KWH				\$ 0.004757	\$ -	\$ -	\$ 0.000073	\$ 0.000117	\$ (0.000225)	0.000157 \$	0.000558	\$ (0.002010)	\$ (0.001362)	\$ 0.000700	\$ 0.000542	\$ 0.000522	\$ -	\$ 0.004670	\$ 0.004818	\$ 0.004886	\$ 0.004468 1		
14				022 Programs Only 8/	\$ 0.003508	\$ 0.003508	\$ 0.003508	\$ 0.003508	\$ 0.003508	\$ 0.003508	0.003508 \$	0.003508	\$ 0.003508	\$ 0.003508	\$ 0.003508	\$ 0.003508	\$ 0.003508	\$ 0.003508	\$ 0.003508	\$ 0.003508	\$ 0.003508			
15 16				ting Out 1/1/2022 9/	\$ 0.001249														\$ 0.001162			1		
17	Rate per KWH for Costs for Customers Rate per KWH for Costs for Customers																		$\dot{-}$	\$ 0.001310		1		
18	Rate per KWH for Costs for Customers																		=		\$ 0.001378	1		
19	Rate per KWH for Costs for Customers																			•	:	\$ 0.000960 1		
20 21				osts for Customers Op opt Out Customers Op		\$ 0.003508	<u>L</u>															2		
22 23	Adjustment Factor for 4/1/14 Opt Out	Customer Opting Bac		or 2022 Demand Resp Contractual Demand R		\$ 0.000268 \$ 0.003240																2		
24 25			Adjustme			rs Opting Out 1/1/2015 s Opting Back in 1/1/22																2		
26 27				Adjustment I		Costs for Customers O Opt Out Customers Op																2		
28 29	Rate per KWH for Costs for Customers Opting Out 1/1/2017 \$ 0.000117  Adjustment Factor for Any 1/1/17 Opt Out Customers Opting Back in 1/1/22 \$ 0.003625											2												
30 31						Rate p Adjustment Factor for																3		
32 33						Adjus	Rate per stment Factor for An	KWH for Costs for y 1/1/19 Opt Out C														3		
34 35							Adjustm	Rate per K ent Factor for Any		Customers Opting												3		
36 37						Ad	Rate per KWH djustment Factor for	H for Costs for Cust Any 4/1/14 Opt Ou														3		
38 39							Adjustr	Rate per KWH fo ment Factor for An		omers Opting Out : t, 1/1/17 Opt In, 1,												3		
40 41										Adjustment F	Rate per KWH actor for Any 1/1/	for Costs for Cus /21 Opt Out Cust										4		
42 43										ate per KWH for Co t Factor for Any 4/												4		
44 45											per KWH for Cost actor for Any 4/1/											4		

<sup>1/</sup> See Exhibit 2-8, Page 8.
<sup>1/</sup> See Exhibit 2-8 Page 4.
<sup>1/</sup> See Exhibit 2-9, Page 1.
<sup>1/</sup> See Exhibit 2-9, Page 1.
<sup>1/</sup> See Exhibit 2-9 Page 7.
<sup>1/</sup> Calculated by dividing the total of lines 1, 2 & 5 in column D by line 12.

3/ See Exhibit 2-B Page 6.

 $<sup>^{9/}</sup>$  Calculated by subtracting line 14 from line 13, column D.  $^{\rm 10/}$  See Workpaper 7.

<sup>&</sup>lt;sup>6/</sup> Opt out 2014 & 2015 groups zeroed out per Ms. Douglas' testimony in Cause No. 45253.

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### STANDARD CONTRACT RIDER NO. 66 -ENERGY EFFICIENCY ADJUSTMENT

The applicable charges for electric service to the Company's retail electric customers shall include an adjustment to recover or refund energy efficiency amounts as approved by the Indiana Utility Regulatory Commission. The applicable retail electric adjustment will be determined based on the following provisions:

### **Calculation of Adjustment**

The monthly billing adjustment shall be determined by multiplying the adjustment factor, as determined to the nearest 0.001 mill (\$0.000001) per kilowatt-hour calculated in accordance with the following formula, by the monthly billed kilowatt-hours in the case of customers receiving metered service and by the estimated monthly billed kilowatt-hours used for rate determinations in the case of customers receiving unmetered service.

Energy Efficiency Adjustment Factor =

Residential 
$$= \frac{(a*g)+c}{e}$$

Non-Residential = 
$$\frac{(b*g)+d}{f}$$

where:

- 1. "a" is the sum of estimated residential energy efficiency amounts excluding lost revenue.
- 2. "b" is the sum of estimated non-residential energy efficiency amounts excluding lost revenue.
- 3. "c" is the sum of estimated residential energy efficiency lost revenue.
- 4. "d" is the sum of estimated non-residential energy efficiency lost revenue.
- 5. "e" is the applicable billing cycle kilowatt-hour sales for residential customers.
- 6. "f" is the applicable billing cycle kilowatt-hour sales for non-residential customers.
- 7. "g" is the revenue conversion factor that includes the Public Utility Fee and Uncollectible Expense.

Estimated energy efficiency amounts shall be further modified to reflect the difference between estimated amounts billed and actual amounts.

Separate billing adjustments shall be determined for Qualifying Customers who have opted out from participation in energy efficiency programs under the terms of this tariff based on the effective date of such opt out. Such billing adjustments will contain only the energy efficiency amounts, consisting of program costs, lost revenues and shareholder incentives, and related reconciliations, applicable to periods prior to the effective date of opt out, as further defined herein.

Separate billing adjustments shall also be determined for Qualifying Customers who have opted out from participation in energy efficiency programs under the terms of this tariff, but subsequently opted back in to participation in energy efficiency programs under the terms of this tariff, based on the effective dates of such

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### STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

opt out and opt in. Such billing adjustments will contain only the energy efficiency amounts, consisting of program costs, lost revenues and shareholder incentives, and related reconciliations, applicable to periods prior to the effective date of opt out and subsequent to the effective date of opt in, as further defined herein.

#### **Opt Out Provisions**

In order for a Customer to qualify to opt out from participation in energy efficiency programs under the terms of this tariff, all of the following conditions must be satisfied:

- 1. A Qualifying Customer must receive service at a Single Site constituting more than one megawatt of electric capacity.
- 2. The Qualifying Customer must be able to demonstrate that at least one demand meter on its Single Site has received service of more than one megawatt of electric capacity within the previous 12 months or must be a new customer who has signed a written demand contract of greater than one megawatt for at least one meter on a Single Site.
- 3. If a Customer has a Single Site with Qualifying Load, it may opt out all accounts receiving service at that Single Site which are billed non-residential rates. 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 and provided that at least one account at the Single Site that qualified above by virtue of having more than one megawatt of electric capacity is among the accounts identified to opt out and provided that all accounts at the Single Site on a common rate have the same opt out/opt in status.
- 4. The Qualifying Customer must provide written notice by completing a form provided by Duke Energy Indiana, LLC, or by providing written notice to Duke Energy Indiana, LLC, in substantially the same format as the form provided. A customer who provides written notice of its desire to opt out without using the form will be asked to complete the opt out form in a timely manner consistent with the terms of this tariff, but the notice date of the customer opt out will be the date of its original notice. The notice must:
  - a. indicate the Customer's desire to opt out of energy efficiency programs
  - b. provide a listing of all qualifying accounts for each Single Site which the Customer intends to opt out
    - a qualifying account is either one that is demonstrated to have received service of more than one megawatt of electric capacity at a meter at a Single Site as outlined above in item 2. or an account located on contiguous property at the same site and which is billed a non-residential rate
    - ii. at least one qualifying account which was demonstrated to have received service of more than one megawatt of electric capacity at the Single Site must opt out in order for other smaller qualifying accounts at the Single Site to opt out
    - iii. all accounts on the same rate as the qualifying account of more than one megawatt that opts out will also be required to opt out
    - iv. any other qualifying account on a different non-residential rate may also be opted out, but all accounts on the same rate at the Single Site must also opt out
  - c. contain confirmation that the signatory has authority to make that decision for the Customer

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### STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

5. Written notice must be received by Duke Energy Indiana, LLC on or before November 15 of any year to be effective January 1 of the following year.

Once qualification is determined by Duke Energy Indiana, LLC, the utility will not revoke the Qualifying Customer's qualification at a later date. Qualifying Customers do not need to provide additional notice or otherwise demonstrate continued eligibility annually in order to maintain the opt out status for future energy efficiency program years, except as outlined herein for Qualifying Customers who opted back in and then wish to opt out again.

As of the effective date of the opt out, the Qualifying Customer is no longer eligible to participate in any energy efficiency program for the qualified account(s) and is not eligible to receive incentive payments for energy efficiency projects previously approved but not completed as of the effective date of the opt out.

The Qualifying Customer will be billed the approved opt out rate applicable to their effective date of opt out beginning with the first bill rendered after the effective date of opt out, unless an opt out rate has not yet been approved by the Commission for the effective date of opt out. In that case, the customer will be billed the then approved opt out rate applicable to the latest opt out effective date beginning with the first bill rendered after the Qualifying Customer's effective date of opt out until an opt out rate is approved applicable to the Qualifying Customer's effective date. The Qualifying Customer will then be billed the approved opt out rate applicable to their effective date of opt out beginning with the first bill rendered after the effective date of the approved rate.

The Qualifying Customer remains liable for energy efficiency program costs, including lost revenues, shareholder incentives and related reconciliations, 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 the rates are actually assessed. 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 the effective date of opt out but incurred after the date of the Qualifying Customer's opt out. However, these costs shall be limited to fixed, administrative costs, including costs related to EM&V. A Qualifying Customer shall not be responsible for any program costs such as the payment of energy efficiency rebates or incentives, incurred following the effective date of its opt out with the exception of incentives or rebates that are paid on applications that have not closed out at the effective date of its opt out.

### **Opt In Provisions for Qualifying Customers**

A Qualifying Customer who opts out under the terms of this tariff may opt back in to participation in energy efficiency programs by providing written notice which must be received by Duke Energy Indiana, LLC on or before November 15 of any year for participation to be effective January 1 of the following year.

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### STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

A Qualifying Customer who opts back in is required to participate in the program for at least three years and pay related program costs including lost revenues and incentives for three years after the effective date of opting back in. The Qualifying Customer will also continue to pay for energy efficiency amounts applicable to periods prior to the effective date of their opt out.

In order to opt back in to participation, the Qualifying Customer must provide written notice by completing a form provided by Duke Energy Indiana, LLC, or by providing written notice to Duke Energy Indiana, LLC, in substantially the same format as the form provided, which:

- 1. unequivocally indicates the Customer's desire to opt back in to energy efficiency programs
- 2. provides a listing of all qualifying accounts for each Single Site which the Customer intends to opt back in to the energy efficiency programs
  - a. only the qualifying accounts/sites listed will be opted back in to the energy efficiency programs
  - a Customer opting back in an account at a Single Site must also opt back in all other accounts with the same common rate at the Single Site
  - c. a Customer may not opt back in the account which by virtue of having more than one megawatt of electric capacity qualified the Customer to opt out other accounts at the Single Site without also opting back in all other accounts at the Single Site
- 3. contains a statement that the Customer understands that by opting in, it is required to participate in the program for at least three years and pay related costs including lost revenues and incentives
- 4. contains confirmation that the signatory has authority to make that decision for the Customer.

The Qualifying Customer will be billed the rate applicable to the effective dates of their opt out and opt in beginning with the first bill rendered after both the effective date of the opt in and the effective date of an approved rate applicable to the effective dates of their opt out and opt in.

A Qualifying Customer who opts back in may only opt out again effective January 1 of the year following the third year of participation by providing notice on or before November 15 of the third year of participation. In Order to opt out again, the following conditions must be satisfied:

- 1. A Qualifying Customer must demonstrate that at least one demand meter on its Single Site has received service of more than one megawatt of electric capacity within the previous 12 months.
- 2. The Qualifying Customer must provide written notice by completing a form provided by Duke Energy Indiana, LLC, or by providing written notice to Duke Energy Indiana, LLC, in substantially the same format as the form provided, which:
  - a. indicates the Customer's desire to opt out of energy efficiency programs
  - b. provides a listing of all qualifying accounts for each Single Site which the Customer intends to opt out
    - i. a qualifying account is either one that is demonstrated to have received service of more than one megawatt of electric capacity at a meter at a Single Site as outlined above in item 1. or an account located on contiguous property at the same site and which is billed a non-residential rate

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### STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

- ii. at least one qualifying account which was demonstrated to have received service of more than one megawatt of electric capacity at the Single Site must opt out in order for other smaller qualifying accounts at the Single Site to opt out
- iii. all accounts on the same rate as the qualifying account of more than one megawatt that opts out will also be required to opt out
- iv. any other qualifying account on a different non-residential rate may also be opted out, but all accounts on the same rate at the Single Site must also opt out
- c. contains confirmation that the signatory has authority to make that decision for the Customer.

As of the effective date of the opt out, the Qualifying Customer is no longer eligible to participate in any energy efficiency program for the qualified account(s) and is not eligible to receive incentive payments for energy efficiency projects previously approved but not completed as of the effective date of the opt out.

A Qualifying Customer who elects to opt back out after the three-year period following opt in shall be responsible for energy efficiency program costs, including lost revenues, shareholder incentives and related reconciliations as outlined in the Opt Out Provisions section of this tariff for all periods other than the periods for which an opt out was effective.

The Qualifying Customer will be billed the rate applicable to the effective dates of their opt outs and opt in beginning with the first bill rendered after both the effective date of the opt out and the effective date of an approved rate applicable to the effective dates of their opt outs and opt in.

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## STANDARD CONTRACT RIDER NO. 66 -**ENERGY EFFICIENCY ADJUSTMENT**

The Energy Efficiency Adjustment factor applicable to retail rate schedules for customers who are not eligible to opt out or are eligible to opt out but who have not opted out under the terms of this tariff shall be as follows:

## **Rates for Participating Customers**

		Proposed Energy	
Line		Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u>	No.
		(A)	
1	Rate RS	\$0.001772	1
2	Rates CS and FOC	\$0.004757	2
3	Rate LLF	\$0.004757	3
4	Rate HLF <sup>1/</sup>	\$0.004757	4
5	Customer L <sup>2/</sup>	\$0.004757	5
6	Customer O - Firm	\$0.004757	6
7	Customer O - Interruptible	\$0.004757	7
8	Rate WP	\$0.004757	8
9	Rate SL	\$0.004757	9
10	Rate MHLS	\$0.004757	10
11	Rates MOLS and UOLS 3/	\$0.004757	11
12	Rates TS, FS and MS	\$0.004757	12
1/	Includes Customer C TOU. 3/ Includes R	ate Code XLED.	

<sup>2/</sup> 

Includes Customer L RTP.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to retail rate schedules for Qualifying Customers who have opted out in accordance with the terms of this tariff with an April 1, 2014 effective date shall be as follows:

## Rates for Qualifying Customers Who Opted Out Effective April 1, 2014

		Proposed Energy	
Line		Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u>	No.
		(A)	-
1	Rate RS	\$0.000000	1
2	Rates CS and FOC	\$0.000000	2
3	Rate LLF	\$0.00000	3
4	Rate HLF <sup>1/</sup>	\$0.000000	4
5	Customer L <sup>2/</sup>	\$0.000000	5
6	Customer O - Firm	\$0.000000	6
7	Customer O - Interruptible	\$0.000000	7
8	Rate WP	\$0.000000	8
9	Rate SL	\$0.000000	9
10	Rate MHLS	\$0.000000	10
11	Rates MOLS and UOLS 3/	\$0.00000	11
12	Rates TS, FS and MS	\$0.000000	12

<sup>1/</sup> Includes Customer C TOU. 3/ Includes Rate Code XLED.

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<sup>2/</sup> Includes Customer L RTP.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to retail rate schedules for Qualifying Customers who have opted out in accordance with the terms of this tariff with a January 1, 2015 effective date shall be as follows:

## Rates for Qualifying Customers Who Opted Out Effective January 1, 2015

		Proposed Energy	
Line		Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u>	No.
		(A)	
1	Rate RS	\$0.000000	1
2	Rates CS and FOC	\$0.00000	2
3	Rate LLF	\$0.00000	3
4	Rate HLF <sup>1/</sup>	\$0.000000	4
5	Customer L <sup>2/</sup>	\$0.000000	5
6	Customer O - Firm	\$0.00000	6
7	Customer O - Interruptible	\$0.000000	7
8	Rate WP	\$0.000000	8
9	Rate SL	\$0.00000	9
10	Rate MHLS	\$0.000000	10
11	Rates MOLS and UOLS 3/	\$0.000000	11
12	Rates TS, FS and MS	\$0.00000	12

<sup>1/</sup> Includes Customer C TOU. 3/ Includes Rate Code XLED.

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<sup>2/</sup> Includes Customer L RTP.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to retail rate schedules for Qualifying Customers who have opted out in accordance with the terms of this tariff with a January 1, 2016 effective date shall be as follows:

## Rates for Qualifying Customers Who Opted Out Effective January 1, 2016

		Proposed Energy	
Line		Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u>	No.
		(A)	
1	Rate RS	\$0.000000	1
2	Rates CS and FOC	\$0.000073	2
3	Rate LLF	\$0.000073	3
4	Rate HLF <sup>1/</sup>	\$0.000073	4
5	Customer L <sup>2/</sup>	\$0.000073	5
6	Customer O - Firm	\$0.000073	6
7	Customer O - Interruptible	\$0.000073	7
8	Rate WP	\$0.000073	8
9	Rate SL	\$0.000073	9
10	Rate MHLS	\$0.000073	10
11	Rates MOLS and UOLS 3/	\$0.000073	11
12	Rates TS, FS and MS	\$0.000073	12

<sup>1/</sup> Includes Customer C TOU. 3/ Includes Rate Code XLED.

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<sup>2/</sup> Includes Customer L RTP.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to retail rate schedules for Qualifying Customers who have opted out in accordance with the terms of this tariff with a January 1, 2017 effective date shall be as follows:

## Rates for Qualifying Customers Who Opted Out Effective January 1, 2017

		Proposed Energy	
Line		Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u>	No.
		(A)	
1	Rate RS	\$0.000000	1
2	Rates CS and FOC	\$0.000117	2
3	Rate LLF	\$0.000117	3
4	Rate HLF <sup>1/</sup>	\$0.000117	4
5	Customer L <sup>2/</sup>	\$0.000117	5
6	Customer O - Firm	\$0.000117	6
7	Customer O - Interruptible	\$0.000117	7
8	Rate WP	\$0.000117	8
9	Rate SL	\$0.000117	9
10	Rate MHLS	\$0.000117	10
11	Rates MOLS and UOLS 3/	\$0.000117	11
12	Rates TS, FS and MS	\$0.000117	12

<sup>1/</sup> Includes Customer C TOU. 3/ Includes Rate Code XLED.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to retail rate schedules for Qualifying Customers who have opted out in accordance with the terms of this tariff with a January 1, 2018 effective date shall be as follows:

## Rates for Qualifying Customers Who Opted Out Effective January 1, 2018

		Proposed Energy	
Line		Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u>	No.
		(A)	
1	Rate RS	\$0.000000	1
2	Rates CS and FOC	(\$0.000225)	2
3	Rate LLF	(\$0.000225)	3
4	Rate HLF <sup>1/</sup>	(\$0.000225)	4
5	Customer L <sup>2/</sup>	(\$0.000225)	5
6	Customer O - Firm	(\$0.000225)	6
7	Customer O - Interruptible	(\$0.000225)	7
8	Rate WP	(\$0.000225)	8
9	Rate SL	(\$0.000225)	9
10	Rate MHLS	(\$0.000225)	10
11	Rates MOLS and UOLS 3/	(\$0.000225)	11
12	Rates TS, FS and MS	(\$0.000225)	12

<sup>1/</sup> Includes Customer C TOU. 3/ Includes Rate Code XLED.

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<sup>2/</sup> Includes Customer L RTP.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to retail rate schedules for Qualifying Customers who have opted out in accordance with the terms of this tariff with a January 1, 2019 effective date shall be as follows:

## Rates for Qualifying Customers Who Opted Out Effective January 1, 2019

		Proposed Energy	
Line		Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u>	No.
		(A)	
1	Rate RS	\$0.00000	1
2	Rates CS and FOC	\$0.000157	2
3	Rate LLF	\$0.000157	3
4	Rate HLF <sup>1/</sup>	\$0.000157	4
5	Customer L <sup>2/</sup>	\$0.000157	5
6	Customer O - Firm	\$0.000157	6
7	Customer O - Interruptible	\$0.000157	7
8	Rate WP	\$0.000157	8
9	Rate SL	\$0.000157	9
10	Rate MHLS	\$0.000157	10
11 12	Rates MOLS and UOLS <sup>3/</sup> Rates TS, FS and MS	\$0.000157 \$0.000157	11 12

<sup>1/</sup> Includes Customer C TOU. 3/ Includes Rate Code XLED.

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<sup>2/</sup> Includes Customer L RTP.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to retail rate schedules for Qualifying Customers who have opted out in accordance with the terms of this tariff with a January 1, 2020 effective date shall be as follows:

## Rates for Qualifying Customers Who Opted Out Effective January 1, 2020

		Proposed Energy	
Line		Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u>	No.
		(A)	
1	Rate RS	\$0.000000	1
2	Rates CS and FOC	\$0.000558	2
3	Rate LLF	\$0.000558	3
4	Rate HLF <sup>1/</sup>	\$0.000558	4
5	Customer L <sup>2/</sup>	\$0.000558	5
6	Customer O - Firm	\$0.000558	6
7	Customer O - Interruptible	\$0.000558	7
8	Rate WP	\$0.000558	8
9	Rate SL	\$0.000558	9
10	Rate MHLS	\$0.000558	10
11 12	Rates MOLS and UOLS <sup>3/</sup> Rates TS, FS and MS	\$0.000558 \$0.000558	11 12

<sup>1/</sup> Includes Customer C TOU. 3/ Includes Rate Code XLED.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to retail rate schedules for Qualifying Customers who opt out in accordance with the terms of this tariff with a January 1, 2021 effective date shall be as follows:

## Rates for Qualifying Customers Who Opt Out Effective January 1, 2021

		Proposed Energy	
Line		Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u>	No.
		(A)	
1	Rate RS	\$0.000000	1
2	Rates CS and FOC	\$0.000700	2
3	Rate LLF	\$0.000700	3
4	Rate HLF <sup>1/</sup>	\$0.000700	4
5	Customer L <sup>2/</sup>	\$0.000700	5
6	Customer O - Firm	\$0.000700	6
7	Customer O - Interruptible	\$0.000700	7
8	Rate WP	\$0.000700	8
9	Rate SL	\$0.000700	9
10	Rate MHLS	\$0.000700	10
11	Rates MOLS and UOLS 3/	\$0.000700	11
12	Rates TS, FS and MS	\$0.000700	12

<sup>1/</sup> Includes Customer C TOU. 3/ Includes Rate Code XLED.

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<sup>2/</sup> Includes Customer L RTP.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to retail rate schedules for Qualifying Customers who opt out in accordance with the terms of this tariff with a January 1, 2022 effective date shall be as follows:

## Rates for Qualifying Customers Who Opt Out Effective January 1, 2022

		Proposed Energy	
Line		Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u>	No.
		(A)	
1	Rate RS	\$0.000000	1
2	Rates CS and FOC	\$0.001249	2
3	Rate LLF	\$0.001249	3
4	Rate HLF <sup>1/</sup>	\$0.001249	4
5	Customer L <sup>2/</sup>	\$0.001249	5
6	Customer O - Firm	\$0.001249	6
7	Customer O - Interruptible	\$0.001249	7
8	Rate WP	\$0.001249	8
9	Rate SL	\$0.001249	9
10	Rate MHLS	\$0.001249	10
11	Rates MOLS and UOLS 3/	\$0.001249	11
12	Rates TS, FS and MS	\$0.001249	12

<sup>1/</sup> Includes Customer C TOU. 3/ Includes Rate Code XLED.

<sup>2/</sup> Includes Customer L RTP.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to retail rate schedules for Qualifying Customers who have, in accordance with the terms of this tariff, opted out with an April 1, 2014 effective date and opted in with a January 1, 2017 effective date shall be as follows:

# Rates for Qualifying Customers Who Opted Out Effective April 1, 2014 And Opted Back In Effective January 1, 2017

		Proposed Energy	
Line		Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u>	No.
		(A)	
1	Rate RS	\$0.000000	1
2	Rates CS and FOC	\$0.004670	2
3	Rate LLF	\$0.004670	3
4	Rate HLF <sup>1/</sup>	\$0.004670	4
5	Customer L <sup>2/</sup>	\$0.004670	5
6	Customer O - Firm	\$0.004670	6
7	Customer O - Interruptible	\$0.004670	7
8	Rate WP	\$0.004670	8
9	Rate SL	\$0.004670	9
10	Rate MHLS	\$0.004670	10
11	Rates MOLS and UOLS 3/	\$0.004670	11
12	Rates TS, FS and MS	\$0.004670	12
1,	Includes Customer C TOU.	Includes Rate Code XLED.	
2,	Includes Customer L RTP.		

2/ Includes Customer L RTP.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to retail rate schedules for Qualifying Customers who have, in accordance with the terms of this tariff, opted out with a January 1, 2015 effective date and opted in with a January 1, 2017 effective date shall be as follows:

# Rates for Qualifying Customers Who Opted Out Effective January 1, 2015 And Opted Back In Effective January 1, 2017

		Proposed Energy	
Line		Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u>	No.
		(A)	
1	Rate RS	\$0.000000	1
2	Rates CS and FOC	\$0.004818	2
3	Rate LLF	\$0.004818	3
4	Rate HLF 1/	\$0.004818	4
5	Customer L <sup>2/</sup>	\$0.004818	5
6	Customer O - Firm	\$0.004818	6
7	Customer O - Interruptible	\$0.004818	7
8	Rate WP	\$0.004818	8
9	Rate SL	\$0.004818	9
10	Rate MHLS	\$0.004818	10
11	Rates MOLS and UOLS 3/	\$0.004818	11
12	Rates TS, FS and MS	\$0.004818	12
1/	Includes Customer C TOU.  3/ Includes Rate Code XLED.		

Issued:

Includes Customer L RTP.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to retail rate schedules for Qualifying Customers who have, in accordance with the terms of this tariff, opted out with a January 1, 2015 effective date and opted in with a January 1, 2018 effective date shall be as follows:

# Rates for Qualifying Customers Who Opted Out Effective January 1, 2015 And Opted Back In Effective January 1, 2018

Line		Proposed Energy Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u> (A)	No.
1	Rate RS	\$0.000000	1
2	Rates CS and FOC Rate LLF	\$0.004886 \$0.004886	2
4	Rate HLF <sup>1/</sup>	\$0.004886	4
5	Customer L <sup>2/</sup>	\$0.004886	5
6 7	Customer O - Firm Customer O - Interruptible	\$0.004886 \$0.004886	6 7
8	Rate WP	\$0.004886	8
9 10	Rate SL Rate MHLS	\$0.004886 \$0.004886	9 10
11 12	Rates MOLS and UOLS <sup>3/</sup> Rates TS, FS and MS	\$0.004886 \$0.004886	11 12
1/	Includes Customer C TOU.  3/ Includes Rate Code XLED.		

Issued:

Includes Customer L RTP.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to retail rate schedules for Qualifying Customers who have, in accordance with the terms of this tariff, opted out with a January 1, 2015 effective date and opted in with a January 1, 2019 effective date shall be as follows:

# Rates for Qualifying Customers Who Opted Out Effective January 1, 2015 And Opted Back In Effective January 1, 2019

		Proposed Energy	
Line		Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u>	No.
		(A)	
1	Rate RS	\$0.000000	1
2	Rates CS and FOC	\$0.004468	2
3	Rate LLF	\$0.004468	3
4	Rate HLF <sup>1/</sup>	\$0.004468	4
5	Customer L <sup>2/</sup>	\$0.004468	5
6	Customer O - Firm	\$0.004468	6
7	Customer O - Interruptible	\$0.004468	7
8	Rate WP	\$0.004468	8
9	Rate SL	\$0.004468	9
10	Rate MHLS	\$0.004468	10
11	Rates MOLS and UOLS 3/	\$0.004468	11
12	Rates TS, FS and MS	\$0.004468	12
1	Includes Customer C TOU.  3/ Includes Rate Code XLED.		

Issued:

Includes Customer L RTP.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to retail rate schedules for Qualifying Customers who have, in accordance with the terms of this tariff, opted out with a January 1, 2020 effective date after opting out with an April 1, 2014 effective date and opting in with a January 1, 2017 effective date shall be as follows:

## Rates for Qualifying Customers Who Opted Out Effective January 1, 2020 After Opting Out Effective April 1, 2014 and Opting In Effective January 1, 2017

		Proposed Energy	
Line		Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u>	No.
		(A)	
1	Rate RS	\$0.000000	1
2	Rates CS and FOC	(\$0.002010)	2
3	Rate LLF	(\$0.002010)	3
4	Rate HLF <sup>1/</sup>	(\$0.002010)	4
5	Customer L <sup>2/</sup>	(\$0.002010)	5
6	Customer O - Firm	(\$0.002010)	6
7	Customer O - Interruptible	(\$0.002010)	7
8	Rate WP	(\$0.002010)	8
9	Rate SL	(\$0.002010)	9
10	Rate MHLS	(\$0.002010)	10
11	Rates MOLS and UOLS 3/	(\$0.002010)	11
12	Rates TS, FS and MS	(\$0.002010)	12

 $<sup>^{1/}</sup>$  Includes Customer C TOU.  $^{3/}$  Includes Rate Code XLED.

<sup>2/</sup> Includes Customer L RTP.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to retail rate schedules for Qualifying Customers who have, in accordance with the terms of this tariff, opted out with a January 1, 2020 effective date after opting out with a January 1, 2015 effective date and opting in with a January 1, 2017 effective date shall be as follows:

## Rates for Qualifying Customers Who Opted Out Effective January 1, 2020 After Opting Out Effective January 1, 2015 and Opting In Effective January 1, 2017

		Proposed Energy	
Line		Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u>	No.
		(A)	
1	Rate RS	\$0.000000	1
2	Rates CS and FOC	(\$0.001362)	2
3	Rate LLF	(\$0.001362)	3
4	Rate HLF <sup>1/</sup>	(\$0.001362)	4
5	Customer L <sup>2/</sup>	(\$0.001362)	5
6	Customer O - Firm	(\$0.001362)	6
7	Customer O - Interruptible	(\$0.001362)	7
8	Rate WP	(\$0.001362)	8
9	Rate SL	(\$0.001362)	9
10	Rate MHLS	(\$0.001362)	10
11	Rates MOLS and UOLS 3/	(\$0.001362)	11
12	Rates TS, FS and MS	(\$0.001362)	12

 $<sup>^{1/}</sup>$  Includes Customer C TOU.  $^{3/}$  Includes Rate Code XLED.

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<sup>2/</sup> Includes Customer L RTP.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to retail rate schedules for Qualifying Customers who have, in accordance with the terms of this tariff, opted out with a January 1, 2021 effective date after opting out with an April 1, 2014 effective date and opting in with a January 1, 2016 effective date shall be as follows:

# Rates for Qualifying Customers Who Opted Out Effective January 1, 2021 After Opting Out Effective April 1, 2014 and Opting In Effective January 1, 2016

		Proposed Energy	
Line		Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u>	No.
		(A)	
1	Rate RS	\$0.000000	1
2	Rates CS and FOC	\$0.000542	2
3	Rate LLF	\$0.000542	3
4	Rate HLF <sup>1/</sup>	\$0.000542	4
5	Customer L <sup>2/</sup>	\$0.000542	5
6	Customer O - Firm	\$0.000542	6
7	Customer O - Interruptible	\$0.000542	7
8	Rate WP	\$0.000542	8
9	Rate SL	\$0.000542	9
10	Rate MHLS	\$0.000542	10
11	Rates MOLS and UOLS 3/	\$0.000542	11
12	Rates TS, FS and MS	\$0.000542	12

<sup>1/</sup> Includes Customer C TOU. 3/ Includes Rate Code XLED.

<sup>2/</sup> Includes Customer L RTP.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to retail rate schedules for Qualifying Customers who have, in accordance with the terms of this tariff, opted out with a January 1, 2021 effective date after opting out with an April 1, 2014 effective date and opting in with a January 1, 2017 effective date shall be as follows:

# Rates for Qualifying Customers Who Opted Out Effective January 1, 2021 After Opting Out Effective April 1, 2014 and Opting In Effective January 1, 2017

		Proposed Energy	
Line		Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u>	No.
		(A)	
1	Rate RS	\$0.000000	1
2	Rates CS and FOC	\$0.000522	2
3	Rate LLF	\$0.000522	3
4	Rate HLF <sup>1/</sup>	\$0.000522	4
5	Customer L <sup>2/</sup>	\$0.000522	5
6	Customer O - Firm	\$0.000522	6
7	Customer O - Interruptible	\$0.000522	7
8	Rate WP	\$0.000522	8
9	Rate SL	\$0.000522	9
10	Rate MHLS	\$0.000522	10
11	Rates MOLS and UOLS 3/	\$0.000522	11
12	Rates TS, FS and MS	\$0.000522	12

<sup>1/</sup> Includes Customer C TOU. 3/ Includes Rate Code XLED.

<sup>2/</sup> Includes Customer L RTP.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to retail rate schedules for Qualifying Customers who have, in accordance with the terms of this tariff, opted out with a January 1, 2021 effective date and opt in with a January 1, 2022 effective date shall be as follows:

# Rates for Qualifying Customers Who Opted Out Effective January 1, 2021 And Opt Back In Effective January 1, 2022

Line		Proposed Energy Efficiency Factors	Line
No.	Rate Groups	kWh	No.
110.	nate Groups	(A)	140.
1	Rate RS	\$0.00000	1
2	Rates CS and FOC	\$0.004208	2
3	Rate LLF	\$0.004208	3
4	Rate HLF <sup>1/</sup>	\$0.004208	4
5	Customer L <sup>2/</sup>	\$0.004208	5
6	Customer O - Firm	\$0.004208	6
7	Customer O - Interruptible	\$0.004208	7
8	Rate WP	\$0.004208	8
9	Rate SL	\$0.004208	9
10	Rate MHLS	\$0.004208	10
11	Rates MOLS and UOLS 3/	\$0.004208	11
12	Rates TS, FS and MS	\$0.004208	12

<sup>1/</sup> Includes Customer C TOU. 3/ Includes Rate Code XLED.

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<sup>2/</sup> Includes Customer L RTP.

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## STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

The Energy Efficiency Adjustment factor applicable to Qualifying Customers new to the system who have executed a demand contract of greater than 1 MW and have opted out under the terms of this tariff shall be as follows:

## Rates for New Demand Contract Qualifying Customers Who Opt Out

		Proposed Energy	
Line		Efficiency Factors	Line
No.	Rate Groups	<u>kWh</u>	No.
		(A)	
1	Rate RS	\$0.000000	1
2	Rates CS and FOC	\$0.000000	2
3	Rate LLF	\$0.00000	3
4	Rate HLF <sup>1/</sup>	\$0.000000	4
5	Customer L <sup>2/</sup>	\$0.000000	5
6	Customer O - Firm	\$0.000000	6
7	Customer O - Interruptible	\$0.000000	7
8	Rate WP	\$0.000000	8
9	Rate SL	\$0.000000	9
10	Rate MHLS	\$0.000000	10
11	Rates MOLS and UOLS 3/	\$0.00000	11
12	Rates TS, FS and MS	\$0.00000	12

<sup>1/</sup> Includes Customer C TOU. 3/ Includes Rate Code XLED.

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<sup>2/</sup> Includes Customer L RTP.

## Duke Energy Indiana, LLC

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# STANDARD CONTRACT RIDER NO. 66 - ENERGY EFFICIENCY ADJUSTMENT

# BILLING CYCLE kWh SALES FOR THE COMPANY'S RETAIL CUSTOMERS BY RATE SCHEDULE FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2020

Line		Billing Cycle	Line
No.	Rate Groups	<u>kWh Sales</u>	No.
		(A)	
1	Rate RS	8,995,191,855	1
2	Rates CS and FOC	985,548,333	2
3	Rate LLF	4,834,468,553	3
4	Rate HLF <sup>1/</sup>	9,657,237,656	4
5	Customer L <sup>2/</sup>	166,733,882	5
6	Customer O	1,121,301,985	6
7	Rate WP	152,268,418	7
8	Rate SL	37,210,364	8
9	Rate MHLS	4,317,169	9
10	Rates MOLS and UOLS 3/	103,003,067	10
11	Rates TS, FS and MS	9,169,977	11
12	Total Retail	26,066,451,259	12
1/	Includes Customer C TOU.  3/ Includes R	ate Code XLED.	

<sup>1/</sup> Includes Customer C TOU. 3/ Includes Rate Code XLED.

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<sup>2/</sup> Includes Customer L RTP.

PETITIONER'S EXHIBIT 1-B (AJB) CAUSE NO. 42736 RTO-57 PAGE 1 OF 1

### DUKE ENERGY INDIANA, LLC

## DETERMINATION OF THE REGIONAL TRANSMISSION OPERATOR ("RTO") NON-FUEL COST AND REVENUE ADJUSTMENT FACTORS BY RATE GROUP TO BE APPLIED TO CUSTOMER BILLS OVER A TWELVE MONTH PERIOD

Line No.	Retail Rate Group Description	Allocated Percentage Share of Retail Peak Demands for the Company's Retail Electric Customers Approved in IURC Cause No. 45253 (A)	Projected RTO Non-Fuel Costs and Revenues By Rate Group for Calendar Year 2022 to be Collected through Standard Contract Rider No. 68 _1/	Reconciliation of Amounts Projected for RTO Non-Fuel Costs and Revenues vs. Actual Amounts Incurred for the July 2020 through June 2021 Period	Reconciliation of RTO Non-Fuel Costs and Revenues Approved for Recovery vs. Actual RTO Revenues Collected for the July 2020 through June 2021 Period (D)	Total (E) = (B) + (C) + (D)	Actual Kilowatt-Hour Sales For The Twelve Months Ended June 30, 2021 (F)	RTO Non-Fuel Costs and Revenue Adjustment Factors Per Kilowatt-Hour By Rate Group (G)	Actual Sum of Monthly Non-Coincident Peak Demands for the Twelve Months Ended June 30, 2021 (H)	RTO Non-Fuel Costs and Revenue Adjustment Factors Per Non-Coincident Peak Demands	Line No.
		( )	( )	(-/	( )	( ) ( ) (-) ( )	( )	(-)	( )	· ·	
1	Rate RS	42.114%	\$ 3,231,859	\$ 2,464,713	\$ (4,111,888)	\$ 1,584,684	9,218,229,683	\$0.000172			1
2	Rates CS	5.169%	396,673	302,515	(449,845)	249,344	1,011,836,654	0.000246			2
3	Rate LLF	20.722%	1,590,222	1,212,750	(1,715,275)	1,087,698	5,053,737,270	0.000215			3
4	Rate HLF	30.774%	2,361,620	1,801,041	(2,247,588)	1,915,073	9,701,028,474		18,059,291	\$0.106044	4
5	Customer L	0.296%	22,715	17,323	24,786	64,824	42,579,677	0.001522			5
6	Customer O	0.372%	28,548	21,771	(45,953)	4,366	156,236,642	0.000028			6
7	Rate WP	0.415%	31,847	24,288	(39,150)	16,986	155,234,106	0.000109			7
8	Rate SL	0.002%	153	117	(5,810)	(5,540)	36,806,363	(0.000151)			8
9	Rate MHLS	0.000%	•	-	(515)	(515)	5,354,633	(0.000096)			9
10	Rates MOLS and UOLS	0.113%	8,672	6,613	(11,019)	4,267	101,472,808	0.000042			10
11	Rates TS, FS and MS	<u>0.023</u> %	1,765	1,346	(4,697)	(1,586)	9,667,284	(0.000164)			11
12	TOTAL RETAIL	100.000%	\$ 7,674,074	\$ 5,852,477	\$ (8,606,951)	\$ 4,919,600	25,492,183,594				12

\_1/ The retail allocation percentages in Column (A) were used to calculate the amounts Per Retail Rate Group for the projection of non-fuel costs and transmission revenues shown on Line 12 in Column (B) and Column (C).

### DUKE ENERGY INDIANA, LLC

## DETERMINATION OF THE FORECASTED REGIONAL TRANSMISSION OPERATOR ("RTO") NON-FUEL COSTS AND REVENUES TO BE RECOVERED OR CREDITED THROUGH RIDER 68 FOR THE TWELVE MONTHS ENDED DECEMBER 2022

Line		January	February	March	April	May	June	July	August	September	October	November	December		Line
No.	Description	2022 (A)	2022 (B)	2022 (C)	2022 (D)	2022 (E)	2022 (F)	2022 (G)	2022 (H)	2022 (I)	2022 (J)	2022 (K)	2022 (L)	Total (M)	No.
			. ,	. ,	. ,		. ,	. ,	. ,	.,	. ,	, ,	,	SUM (A) - (L)	
	Forecasted RTO Non-Fuel Costs & Transmission F Non-Fuel Costs	<u>levenues</u>													
1	Schedule 10 FERC	200.000	200.000	200.000	200.000	200.000	200.000	200.000	200.000	200.000	200,000	200.000	200.000	2.400.000	1
2	Schedule 10	475,000	475,000	475,000	475,000	475,000	475,000	475,000	475,000	475,000	475,000	475,000	475,000	5,700,000	2
3	Schedule 16	16,667	16,667	16,666	16,667	16,667	16,666	16,667	16,667	16,666	16,667	16,667	16,666	200,000	3
4	Schedule 17	416,667	416,667	416,666	416,667	416,667	416,666	416,667	416,667	416,666	416,667	416,667	416,666	5,000,000	4
5	Real Time Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	5
6	Real Time Revenue Neutrality Uplift Amount	383,333	383,333	383,334	383,333	383,333	383,334	383,333	383,333	383,334	383,333	383,333	383,334	4,600,000	6
7	Real Time MVP Distribution Amount	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(150,000)	7
8	Schedule 26 - Network Upgrade Charge from Transmission Expansion Plan	625,000	625,000	625,000	625,000	625,000	625,000	625,000	625,000	625,000	625,000	625,000	625,000	7,500,000	8
9	Schedule 26 A - Multi-Value Projects	3,766,667	3,766,667	3,766,666	3,766,667	3,766,667	3,766,666	3,766,667	3,766,667	3,766,666	3,766,667	3,766,667	3,766,666	45,200,000	9
10	Schedule 26 C	1,333	1,333	1,334	1,333	1,333	1,334	1,333	1,333	1,334	1,333	1,333	1,334	16,000	10
11	Schedule 26 D	667	667	666	667	667	666	667	667	666	667	667	666	8,000	11
12	Schedule 49	10,333	10,333	10,334	10,333	10,333	10,334	10,333	10,333	10,334	10,333	10,333	10,334	124,000	12
13	PJM Madison Non-Fuel	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	1,500,000	13
14	Total RTO Non-Fuel Costs	6,008,167	6,008,167	6,008,166	6,008,167	6,008,167	6,008,166	6,008,167	6,008,167	6,008,166	6,008,167	6,008,167	6,008,166	72,098,000	14
15	Transmission Revenues	(2,333,333)	(2,333,333)	(2,333,334)	(2,333,333)	(2,333,333)	(2,333,334)	(2,333,333)	(2,333,333)	(2,333,334)	(2,333,333)	(2,333,333)	(2,333,334)	(28,000,000)	15
16	Total Non-Fuel Costs & Transmission Revenues	3.674.834	3.674.834	3.674.832	3.674.834	3.674.834	3.674.832	3.674.834	3.674.834	3.674.832	3.674.834	3.674.834	3.674.832	44.098.000	16
		0,01 1,00 1	0,07 1,00 1	0,07 1,002	0,07 1,00 1	0,07 1,00 1	0,07 1,002	0,07 1,00 1	0,07 1,00 1	0,01 1,002	0,01 1,001	0,011,001	0,07 1,002	11,000,000	
	Amounts Included in Base Rates Non-Fuel Costs														
17	Schedule 10 FERC	211.583	211.583	211.584	211.583	211.583	211.584	211.583	211.583	211.584	211.583	211.583	211.584	2.539.000	17
18	Schedule 10	482,417	482,417	482,416	482,417	482,417	482,416	482,417	482,417	482,416	482,417	482,417	482,416	5,789,000	18
19	Schedule 16	26,917	26,917	26,917	26,917	26,917	26,917	26,917	26,917	26,917	26,917	26,917	26,917	323,004	19
20	Schedule 17	528,333	528,333	528,333	528,333	528,333	528,333	528,333	528,333	528,333	528,333	528,333	528,333	6,339,996	20
21	Real Time Miscellaneous	-	-	-	-	-	-	-	-	-	-	-	-	-	21
22	Real Time Revenue Neutrality Uplift Amount	-	-	-	-	-	-	-	-	-	-	-	-	-	22
23	Real Time MVP Distribution Amount	-	-	-	-	-	-	-	-	-	-	-	-	-	23
24	Schedule 26 - Network Upgrade Charge from	670 500	670 500	070 504	673,583	673,583	070 504	670 500	673,583	673,584	670 500	670 500	070 504	0.000.000	24
25	Transmission Expansion Plan Schedule 26 A - Multi-Value Projects	673,583 3,077,000	673,583 3,077,000	673,584 3,077,000	3,077,000	3,077,000	673,584 3,077,000	673,583 3,077,000	3,077,000	3,077,000	673,583 3,077,000	673,583 3,077,000	673,584 3,077,000	8,083,000 36,924,000	25
26	Schedule 26 C	-	-	-	5,077,000	-	-	-	-	-		5,077,000	-	-	26
27	Schedule 26 D	_	-	_	-	-	_	-	-	_	_	-	_	-	27
28	Schedule 49	-	-	-	-	-	-	-	-	-	-	-	-	-	28
29	PJM Madison Non-Fuel		-	-	-	-	-	-	-	-	-	-	-		29
30	Total RTO Non-Fuel Costs	4,999,833	4,999,833	4,999,834	4,999,833	4,999,833	4,999,834	4,999,833	4,999,833	4,999,834	4,999,833	4,999,833	4,999,834	59,998,000	30
31	Transmission Revenues	(1,961,667)	(1,961,667)	(1,961,666)	(1,961,667)	(1,961,667)	(1,961,666)	(1,961,667)	(1,961,667)	(1,961,666)	(1,961,667)	(1,961,667)	(1,961,666)	(23,540,000)	31
32	Total Non-Fuel Costs & Transmission Revenues	3,038,166	3,038,166	3,038,168	3,038,166	3,038,166	3,038,168	3,038,166	3,038,166	3,038,168	3,038,166	3,038,166	3,038,168	36,458,000	32
	Net Forecasted RTO Non-Fuel Costs & Transmissi	on Revenues													
	Von-Fuel Costs	OII ICVCIIGES													
33	Schedule 10 FERC	(11,583)	(11,583)	(11,584)	(11,583)	(11,583)	(11,584)	(11,583)	(11,583)	(11,584)	(11,583)	(11,583)	(11,584)	(139,000)	33
34	Schedule 10	(7,417)	(7,417)	(7,416)	(7,417)	(7,417)	(7,416)	(7,417)	(7,417)	(7,416)	(7,417)	(7,417)	(7,416)	(89,000)	
35	Schedule 16	(10,250)	(10,250)	(10,251)	(10,250)	(10,250)	(10,251)	(10,250)	(10,250)	(10,251)	(10,250)	(10,250)	(10,251)	(123,004)	35
36	Schedule 17	(111,666)	(111,666)	(111,667)	(111,666)	(111,666)	(111,667)	(111,666)	(111,666)	(111,667)	(111,666)	(111,666)	(111,667)	(1,339,996)	
37	Real Time Miscellaneous														37
38	Real Time Revenue Neutrality Uplift Amount	383,333	383,333	383,334	383,333	383,333	383,334	383,333	383,333	383,334	383,333	383,333	383,334	4,600,000	38
39 40	Real Time MVP Distribution Amount Schedule 26 - Network Upgrade Charge from	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(12,500)	(150,000)	39 40
40	Transmission Expansion Plan	(48,583)	(48,583)	(48,584)	(48,583)	(48,583)	(48,584)	(48,583)	(48,583)	(48,584)	(48,583)	(48,583)	(48,584)	(583,000)	40
41	Schedule 26 A - Multi-Value Projects	689,667	689,667	689,666	689,667	689,667	689,666	689,667	689,667	689,666	689,667	689,667	689,666	8,276,000	41
42	Schedule 26 C	1,333	1,333	1,334	1,333	1,333	1,334	1,333	1,333	1,334	1,333	1,333	1,334	16,000	42
43	Schedule 26 D	667	667	666	667	667	666	667	667	666	667	667	666	8,000	43
44	Schedule 49	10,333	10,333	10,334	10,333	10,333	10,334	10,333	10,333	10,334	10,333	10,333	10,334	124,000	44
45	PJM Madison Non-Fuel	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	1,500,000	45
46	Total RTO Non-Fuel Costs	1,008,334	1,008,334	1,008,332	1,008,334	1,008,334	1,008,332	1,008,334	1,008,334	1,008,332	1,008,334	1,008,334	1,008,332	12,100,000	46
47	Transmission Revenues	(371,666)	(371,666)	(371,668)	(371,666)	(371,666)	(371,668)	(371,666)	(371,666)	(371,668)	(371,666)	(371,666)	(371,668)	(4,460,000)	47
48	Total Non-Fuel Costs & Transmission Revenues	636,668	636,668	636,664	636,668	636,668	636,664	636,668	636,668	636,664	636,668	636,668	636,664	7,640,000	48
49	Revenue Conversion Factor	1.00482	1.00482	1.00482	1.00482	1.00482	1.00482	1.00410	1.00410	1.00410	1.00410	1.00410	1.00410		49
50	Amount to be Collected (Credited) Through Rider	639,737	639,737	639.733	639.737	639.737	639.733	639,278	639,278	639.274	639.278	639.278	639,274	7.674.074	50
50	, and an it be deficited (orealize) infought Nidel	000,707	000,707	000,700	000,707	000,707	000,700	000,270	000,270	-000,274	-000,270	000,270	-000,214	7,074,074	

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PETITIONER'S EXHIBIT 1-I (AJB) CAUSE NO. 42736 RTO-57 PAGE 1 OF 1

## **DUKE ENERGY INDIANA, LLC**

## **COMPONENTS OF REVENUE CONVERSION FACTOR**

Components of Revenue Conversion Factor:	Statutory	Effective Rate
Utility Receipts Tax Uncollectible Accounts Expense Public Utility Fee Supplemental Corporate Net Income Tax	1.400% 0.280% 0.128% 4.900%	1.400% 0.280% 0.128% 0.072%
Federal Income Tax  Subtotal Effective Rate	21.000%	1.880%
Remove Utility Receipts Tax	1.400%	1.400%
Total Effective Rate		0.480%
Complement (1 - Effective Rate)		99.520%
Revenue Conversion Factor (1 ÷ Complement)		1.00482
For July 2022 and after:		
Components of Revenue Conversion Factor:	Statutory	Effective Rate
Utility Receipts Tax Uncollectible Accounts Expense	0.280%	- 0.000%
Public Utility Fee Supplemental Corporate Net Income Tax Federal Income Tax	0.128% 4.900% 21.000%	0.280% 0.128% - -
Public Utility Fee Supplemental Corporate Net Income Tax	0.128% 4.900%	
Public Utility Fee Supplemental Corporate Net Income Tax Federal Income Tax	0.128% 4.900%	0.128% - -
Public Utility Fee Supplemental Corporate Net Income Tax Federal Income Tax Subtotal Effective Rate	0.128% 4.900%	0.128% - -
Public Utility Fee Supplemental Corporate Net Income Tax Federal Income Tax Subtotal Effective Rate Remove Utility Receipts Tax	0.128% 4.900%	0.128% - - - 0.408%
Public Utility Fee Supplemental Corporate Net Income Tax Federal Income Tax Subtotal Effective Rate Remove Utility Receipts Tax Total Effective Rate	0.128% 4.900%	0.128% - - - 0.408% - 0.408%

DUKE ENERGY INDIANA, LLC

1000 E. Main Street Plainfield, IN 46168 IURC No. 15
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# STANDARD CONTRACT RIDER NO. 68 REGIONAL TRANSMISSION OPERATOR ("RTO") NON-FUEL COSTS AND REVENUE ADJUSTMENT

The applicable charges for electric service to the Company's retail electric customers shall be increased or decreased for operation and maintenance expense treatment of RTO Non-Fuel Costs and Revenues. The revenue adjustment to the applicable charges for electric service will be determined under the following provision:

## **Calculation of Adjustment**

A. The RTO Non-Fuel Costs and Revenue Adjustment by Rate Group shall be determined by multiplying the RTO Non-Fuel Costs and Revenue Adjustment Factor, as determined to the nearest 0.001 mill (\$0.000001) per kilowatthour in accordance with the following formula, by the monthly billed kilowatt-hours for the applicable billing cycle months in the case of customers receiving metered service and by the estimated monthly kilowatt-hours used for rate determination in the case of customers receiving unmetered service. RTO Non-Fuel Costs and Revenue Adjustment Factor Per Rate Group =

<u>(NFC − (a − b) c) d</u>

#### where:

- "NFC" is the net Non-Fuel Costs and Credits forecasted to be billed Duke Energy Indiana, LLC, or a designee
  of Duke for mandated participation in regional transmission organizations under the Open Access
  Transmission and Energy Markets Tariff for the MISO ("MISO TEMT") or any successor Tariff, including
  applicable PJM non-fuel charges and credits related to the operation of Duke Energy Indiana's Madison
  Generating Station.
- 2. "a" is the annual level of forecasted RTO Non-Fuel Costs included in the determination of basic charges for service in Cause No. 45253 (\$59,998,000).
- 3. "b" is the annual level of forecasted RTO transmission revenues included in the determination of basic charges for service in Cause No. 45253 (\$23,540,000).
- "c" is the individual retail rate group's allocated share of the Company's retail peak demand developed for cost
  of service purposes in Cause No. 45253 expressed as a percentage of the Company's total retail peak
  demand.
- 5. "d" is the revenue conversion factor used to convert the applicable charges to operating revenues.
- 6. "s" is the individual retail rate group's reported kilowatt-hour sales for the twelve-month period from July through June as a proxy for the relevant billing cycle months for all retail rate groups other than retail customers served under Rate HLF. The revenue adjustment for retail customers served under Rate HLF shall be based on demands within the Rate HLF customer group such that "s" shall be the sum of kilowatts billed for the applicable twelve-month period.
- 7. The RTO Non-Fuel Costs and Revenue Adjustment Factor per Rate Group shall be further modified to reflect the difference between the incremental base monthly fees actually charged or credited to the retail electric customers and the incremental base monthly fees to be charged or credited to the retail electric customers during billing cycle months, as determined above.

Issued: Effective: Bills Rendered July 2022 – Bill

Cycle 1

Duke Energy Indiana, LLC

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# STANDARD CONTRACT RIDER NO. 68 REGIONAL TRANSMISSION OPERATOR ("RTO") NON-FUEL COSTS AND REVENUE ADJUSTMENT APPLICABLE TO RETAIL RATE GROUPS

# ALLOCATED SHARE OF SYSTEM PEAK DEMAND FOR RETAIL CUSTOMERS BY RATE GROUP EXPRESSED AS A PERCENTAGE OF THE COMPANY'S TOTAL RETAIL SYSTEM PEAK DEMAND AS DEVELOPED FOR COST OF SERVICE PURPOSES IN CAUSE NO. 45253

Line <u>No.</u>	Rate Groups	KW Share of System Peak (4CP) Per <u>Cause No. 45253</u> (A)	Percent Share Of <u>System Peak</u> (B)	Line <u>No.</u>
1	Rate RS	2,102,591	42.114%	1
2	Rates CS and FOC	258,053	5.169%	2
3	Rate LLF	1,034,546	20.722%	3
4	Rate HLF	1,536,449	30.774%	4
5	Customer L	14,800	0.296%	5
6	Customer O	18,584	0.372%	6
7	Rate WP	20,717	0.415%	7
8	Rate SL	79	0.002%	8
9	Rate MHLS	15	0.000%	9
10	Rates MOLS and UOLS	5,633	0.113%	10
11	Rates TS, FS and MS	1,141	0.023%	11
12	TOTAL RETAIL	4,992,608	100.000%	12

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Duke Energy Indiana, LLC

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# STANDARD CONTRACT RIDER NO. 68 REGIONAL TRANSMISSION OPERATOR ("RTO") NON-FUEL COSTS AND REVENUE ADJUSTMENT APPLICABLE TO RETAIL RATE GROUPS

Line <u>No.</u>	Retail Rate Group	RTO Non-Fuel Cost and Revenue Adjustment <u>Factor Per KWH</u> (A)	RTO Non-Fuel Cost and Revenue Adjustment Factor Per Non-Coincident KW (B)	Line <u>No.</u>
1	Rate RS	\$0.000172		1
2 3 4	Rates CS and FOC Rate LLF Rate HLF	0.000246 0.000215	\$0.106044	2 3 4
5 6	Customer L Customer O	0.001522 0.000028		5 6
7	Rate WP	0.000109		7
8 9	Rate SL Rate MHLS	(0.000151) (0.000096)		8 9
10 11	Rates MOLS and UOLS Rates TS, FS and MS	0.000042 (0.000164)		10 11

Issued: Effective: Bills Rendered

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## **GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE**

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## GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

### 1. Definitions

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

Abbreviations: The following abbreviations will be used:

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

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

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

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

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

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

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

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

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

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

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

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## GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

kW: 1,000 Watts

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

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## GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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## GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

components of power.

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

Watt (W): Active component of power.

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## GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

### 2. Tariff on File

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

## 3. Application, Service Request or Contract

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

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## GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

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

## 4. Service Deposit

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

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## GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

### 5. Service to be Furnished

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

## 6. Character of Service

## 6.1 Available Voltages and Transformer Size Limits

Voltage	Transformer Size Limits	Availability
Single Phase 120/240 Vol		OH & UG
Network and/c 120/208 Vol		
3 Wire	40 KVA	OH & UG

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

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

Voltage	Transfor	ransformer Size Limits		Service Availability	
Three Phase -					
120/208 Vo	lts Wye	1,000 KVA	UG		
		300 KVA	OH		
Three Phase -					
120/240 Vo	lts				
4 Wire Ope	n Delta	1 - 50 KVA	(1)	ОН	
•		1 - 100 KVA			
Three Phase -					

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## GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

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

Three Phase -

277/480 Volts Wye 2000 KVA UG 500 KVA OH

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

## 6.2 Single Phase

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

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

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

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

### 6.3 Three Phase

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

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

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

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

## 6.4 Service at Primary Distribution Line Voltages

Voltages listed below are not available at all locations:

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

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

#### 6.5 Service at Transmission Line Voltages

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

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

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

## 6.6 Point of Service Connection

#### A. Overhead Service

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

#### B. Underground Service

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

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## C. Underground Network Services

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

## D. Change of Service

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

#### 7. Predication of Rates

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

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

#### 8. Rate Schedule Selection

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

## 9. Service Extensions/Modifications

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

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## 10. Company Equipment on Customer's Premises

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

#### 11. Customer's Installation

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

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

#### 12. Rendering and Payment of Bills

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

Pick Your Own Due Date allows a customer to choose what day their bill is due each month. This change in the due date may result in one billing period with a longer or shorter cycle, which could affect the amount of the first bill the customer receives.

Pick Your Own Due Date Eligibility: All active, eligible residential and non-residential accounts with an AMI-MDM certified meter will be able to request enrollment and select their preferred due date. Account status must be Active or Pending with no active installment plan or regulated charges more than 23 days past due. Consolidated billing accounts are not eligible for this program.

Pick Your Own Due Date Program Details:

- Customers who enroll in the program can pick their monthly due date.
- Due dates can be changed once every 12 months.
- If the due date falls on a holiday or weekend, the payment will be due the next business day.
- Customers should visit the program's webpage for additional details or to enroll:
   Pick Your Due Date Billing Duke Energy (duke-energy.com)

Preference Pay is available to residential customers without a smart metering/AMI-MDM requirement. A customer's bill due date can be adjusted a maximum of 10 days (e.g., if a customer's actual due date is the 5<sup>th</sup>, they will have the option to change their due date up to 10 days – giving them the option to change to a due date between the 6<sup>th</sup> and the 15<sup>th</sup> (excluding weekends and holidays). Customers must contact the company for additional details or to enroll.

12.3 Failure to receive a bill shall not entitle Customer to pay the net bill after the designated date has passed. Upon request, Company will inform Customer of the approximate date on which Customer should receive the bill each month and, if the bill is lost, Company will issue a

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duplicate.

- 12.4 Initial or final bills for service supplied for not less than 26 days or for not more than 34 days will be calculated on the basis of the applicable rate schedule. A billing for a period covering a shorter period than 26 days or a longer period than 34 days will be calculated on the basis of the proportion that the number of days of actual service bears to the number of days in the bill cycle.
- 12.5 Final bills will be due and payable at the time of discontinuance of service.
- 12.6 When Company is unable to obtain the reading of a meter after reasonable effort, it may estimate the reading and render a bill, so marked.
- 12.7 In the event Company's meter fails to register properly for any reason, Company shall estimate Customer's energy use and/or maximum load during the period of failure based on such factors as Customer's normal load and energy usage during a like corresponding period.
- 12.8 When Company has discontinued service for nonpayment of a bill, as provided for in subdivision 14.2(a), a reconnection charge is required. When possible, service will be reconnected remotely at a cost of \$6. If manual reconnection is required a reconnection charge of \$37 will be charged.
- 12.9 When customer requests Company to provide non-emergency service, including manual reconnection of customers for disconnection for non-payment, outside of normal working hours (7:30 AM through 3:30 PM) Monday through Friday, customer will be charged \$250 per trip.
- 12.10 When Company is required to reprocess a check rendered for payment of a Customer bill, a handling charge of \$20.00 shall be added to the Customer's billing.

#### 13. Customer's Request to Discontinue Service

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

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

- 14.1 Company may refuse or discontinue service to any Customer (and refuse to serve any other member of the same household or firm at the same premises) without notice for any of the following reasons:
  - (a) When, in the Company's opinion, a condition exists that is dangerous or hazardous to life, physical safety or property;
  - (b) When emergency repairs must be made to Company's facilities or system;

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- (c) Due to the threat to public safety tampering with Company equipment creates, the detection of tampering with Company equipment (e.g. metering), can result in a \$200 charge for residential customers or a \$1,000 charge for non-residential customers in addition to required payment of the lost revenues the Company incurred for estimated tampering. At the Company's discretion particularly dangerous or repeated instances of tampering may result in both the assessment of charges and the discontinuance of future service.
- (d) When ordered to do so by a court, the Commission, another duly authorized public authority or authorized governmental agency.
- 14.2 Company may discontinue service to any Customer (and refuse to serve any other member of the same household or firm at the same premises) with reasonable notice for any of the following reasons in accordance with the Rules and Regulations of Service for Electrical Utilities in Indiana as promulgated by the Commission:
  - (a) When any bill remains unpaid;
  - (b) When planned repairs are to be made to Company's facilities or system;
  - (c) When Customer denies access by employees of Company to its meter or other facilities;
  - (d) When Customer uses equipment in such a manner as to adversely affect Company's system or service supplied by Company to other customers; or
  - (e) When Customer fails to comply with the provisions of (1) the Tariff, or (2) the contract for service.
- 14.3 Discontinuance of service in accordance with the provisions of subdivisions 14.1 and 14.2 above shall not constitute a breach of any obligation of Company under any contract for service with Customer, and Company shall not in any case be liable to Customer for any damages resulting from such discontinuance of service.

## 15. Meter Accuracy - Adjustment

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

#### 16. Interruptions, Variations in Service Characteristics

16.1 Company will, at all times, endeavor to provide regular and uninterrupted service, but does not guarantee against variations in service characteristics, such as frequency, voltage, phase angle, phase balance, system neutral to ground voltage differentials, momentary outages and single phasing (loss of phase) of three-phase systems, occasioned by acts of God, orders of public authorities, fires, strikes, casualties, terrorism, and necessity for making repairs or replacements

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of Company's facilities.

- 16.2 In case the supply of service is interrupted or sustains other variations such as high or low voltage, single phasing (loss of phase) of three-phase service, phase reversals, system neutral to ground voltage differentials, or trouble resulting from defects in Customer's wiring or other equipment, Company shall not be liable to Customer for damages or losses resulting from such interruption or variation in service, unless due to the gross negligence of Company.
- 16.3 Such interruptions or variations shall not constitute a breach of any obligations of Company under any contract for service with Customer.

#### 17. Non Permanent Service

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

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

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

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

- 19.1 Company will supply service to Customer operating privately-owned generating equipment based on the manner in which Customer makes use of such Company service.
  - (a) Auxiliary Service will be supplied on a firm-use basis under the applicable rate schedule for a designated part of Customer's load requirements when (i) the wiring to the part of the Customer's requirements is completely segregated from the wiring which furnishes the requirements from Customer's generating equipment and (ii) there are no means for interconnecting the two separate wiring systems.
  - (b) Supplementary, Back-Up, and/or Maintenance Power will be provided to "qualifying" generating facilities in accordance with Standard Contract Rider No. 50, Parallel Operation for Qualifying Facilities.
  - (c) Supplementary and Back-Up Power will be provided to "nonqualifying" generating facilities in accordance with Standard Contract Rider No. 51, Parallel Operation of Customer Owned Generation Capacity and Energy Credits

#### 20. Customer's Inability to Operate

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

## 21. Tax Adjustment

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

#### 22. Service Contracts

Customer may contract with Company to provide energy related services not specifically contained within this electric tariff. Such contract services may include, but not be limited to, maintenance of Customer owned electrical facilities, installation of electrical facilities on Customer's premise, and engineering/construction related services. Customer and Company shall enter into a contract specifying the terms and conditions under which such contract services will be provided. The cost of providing such contract services will be based on a similar work order methodology used by Company

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to establish costs of supplying similar services under this electric tariff, including applicable administrative and overhead charges. The terms of payment for such contract services will be mutually agreed to by Customer and Company. The payment for such services may appear as a separate item on the Customer's bill for electric service. Contracting for such services under this Section will in no way affect Customer's and Company's respective obligations regarding the rendering of and payment for electric service under this electric tariff and the applicable rate schedule.

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#### GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

#### 1. Definitions

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

Abbreviations: The following abbreviations will be used:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

kW: 1,000 Watts

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

components of power.

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

Watt (W): Active component of power.

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#### GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

#### 2. Tariff on File

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

#### 3. Application, Service Request or Contract

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

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

## 4. Service Deposit

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

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#### 5. Service to be Furnished

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

#### 6. Character of Service

#### 6.1 Available Voltages and Transformer Size Limits

Voltage	Transformer Size Limits	Availability
Single Phase - 120/240 Volt		OH & UG
Network and/o 120/208 Volt	r Designated Areas s	
3 Wire	40 KVA	OH & UG

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

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

Voltage	Transfor	ansformer Size Limits		Service Availability	
Three Phase -					
120/208 Volts Wye		1,000 KVA	UG		
		300 KVA	OH		
Three Phase -					
120/240 Vo	lts				
4 Wire Ope	n Delta	1 - 50 KVA	(1)	ОН	
-		1 - 100 KVA			
Three Phase -					

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

Three Phase -

277/480 Volts Wye 2000 KVA UG 500 KVA OH

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

#### 6.2 Single Phase

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

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

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

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

#### 6.3 Three Phase

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

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

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

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

#### 6.4 Service at Primary Distribution Line Voltages

Voltages listed below are not available at all locations:

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

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

#### 6.5 Service at Transmission Line Voltages

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

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

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

#### 6.6 Point of Service Connection

#### A. Overhead Service

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

#### B. Underground Service

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

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## C. Underground Network Services

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

## D. Change of Service

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

#### 7. Predication of Rates

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

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

#### 8. Rate Schedule Selection

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

## 9. Service Extensions/Modifications

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

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## 10. Company Equipment on Customer's Premises

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

#### 11. Customer's Installation

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

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

## 12. Rendering and Payment of Bills

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

Pick Your Own Due Date allows a customer to choose what day their bill is due each month. This change in the due date may result in one billing period with a longer or shorter cycle, which could affect the amount of the first bill the customer receives.

Pick Your Own Due Date Eligibility: All active, eligible residential and non-residential accounts with an AMI-MDM certified meter will be able to request enrollment and select their preferred due date. Account status must be Active or Pending with no active installment plan or regulated charges more than 23 days past due. Consolidated billing accounts are not eligible for this program.

Pick Your Own Due Date Program Details:

- Customers who enroll in the program can pick their monthly due date.
- Due dates can be changed once every 12 months.
- If the due date falls on a holiday or weekend, the payment will be due the next business day.
- Customers should visit the program's webpage for additional details or to enroll: Pick Your Due Date Billing Duke Energy (duke-energy.com)

Preference Pay is available to residential customers without a smart metering/AMI-MDM requirement. A customer's bill due date can be adjusted a maximum of 10 days (e.g., if a customer's actual due date is the 5<sup>th</sup>, they will have the option to change their due date up to 10 days – giving them the option to change to a due date between the 6<sup>th</sup> and the 15<sup>th</sup> (excluding weekends and holidays). Customers must contact the company for additional details or to enroll.

12.3 Failure to receive a bill shall not entitle Customer to pay the net bill after the designated date has passed. Upon request, Company will inform Customer of the approximate date on which Customer should receive the bill each month and, if the bill is lost, Company will issue a

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duplicate.

- 12.4 Initial or final bills for service supplied for not less than 26 days or for not more than 34 days will be calculated on the basis of the applicable rate schedule. A billing for a period covering a shorter period than 26 days or a longer period than 34 days will be calculated on the basis of the proportion that the number of days of actual service bears to the number of days in the bill cycle.
- 12.5 Final bills will be due and payable at the time of discontinuance of service.
- 12.6 When Company is unable to obtain the reading of a meter after reasonable effort, it may estimate the reading and render a bill, so marked.
- 12.7 In the event Company's meter fails to register properly for any reason, Company shall estimate Customer's energy use and/or maximum load during the period of failure based on such factors as Customer's normal load and energy usage during a like corresponding period.
- 12.8 When Company has discontinued service for nonpayment of a bill, as provided for in subdivision 14.2(a), a reconnection charge is required. When possible, service will be reconnected remotely at a cost of \$6. If manual reconnection is required a reconnection charge of \$37 will be charged.
- 12.9 When customer requests Company to provide non-emergency service, including manual reconnection of customers for disconnection for non-payment, outside of normal working hours (7:30 AM through 3:30 PM) Monday through Friday, customer will be charged \$250 per trip.
- 12.10 When Company is required to reprocess a check rendered for payment of a Customer bill, a handling charge of \$20.00 shall be added to the Customer's billing.

#### 13. Customer's Request to Discontinue Service

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

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

- 14.1 Company may refuse or discontinue service to any Customer (and refuse to serve any other member of the same household or firm at the same premises) without notice for any of the following reasons:
  - (a) When, in the Company's opinion, a condition exists that is dangerous or hazardous to life, physical safety or property;
  - (b) When emergency repairs must be made to Company's facilities or system;

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- (c) Due to the threat to public safety tampering with Company equipment creates, the detection of tampering with Company equipment (e.g. metering), can result in a \$200 charge for residential customers or a \$1,000 charge for non-residential customers in addition to required payment of the lost revenues the Company incurred for estimated tampering. At the Company's discretion particularly dangerous or repeated instances of tampering may result in both the assessment of charges and the discontinuance of future service.
- (d) When ordered to do so by a court, the Commission, another duly authorized public authority or authorized governmental agency.
- 14.2 Company may discontinue service to any Customer (and refuse to serve any other member of the same household or firm at the same premises) with reasonable notice for any of the following reasons in accordance with the Rules and Regulations of Service for Electrical Utilities in Indiana as promulgated by the Commission:
  - (a) When any bill remains unpaid;
  - (b) When planned repairs are to be made to Company's facilities or system;
  - (c) When Customer denies access by employees of Company to its meter or other facilities;
  - (d) When Customer uses equipment in such a manner as to adversely affect Company's system or service supplied by Company to other customers; or
  - (e) When Customer fails to comply with the provisions of (1) the Tariff, or (2) the contract for service.
- 14.3 Discontinuance of service in accordance with the provisions of subdivisions 14.1 and 14.2 above shall not constitute a breach of any obligation of Company under any contract for service with Customer, and Company shall not in any case be liable to Customer for any damages resulting from such discontinuance of service.

## 15. Meter Accuracy - Adjustment

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

#### 16. Interruptions, Variations in Service Characteristics

16.1 Company will, at all times, endeavor to provide regular and uninterrupted service, but does not guarantee against variations in service characteristics, such as frequency, voltage, phase angle, phase balance, system neutral to ground voltage differentials, momentary outages and single phasing (loss of phase) of three-phase systems, occasioned by acts of God, orders of public authorities, fires, strikes, casualties, terrorism, and necessity for making repairs or replacements

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of Company's facilities.

- 16.2 In case the supply of service is interrupted or sustains other variations such as high or low voltage, single phasing (loss of phase) of three-phase service, phase reversals, system neutral to ground voltage differentials, or trouble resulting from defects in Customer's wiring or other equipment, Company shall not be liable to Customer for damages or losses resulting from such interruption or variation in service, unless due to the gross negligence of Company.
- 16.3 Such interruptions or variations shall not constitute a breach of any obligations of Company under any contract for service with Customer.

## 17. Non Permanent Service

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

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

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

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

- 19.1 Company will supply service to Customer operating privately-owned generating equipment based on the manner in which Customer makes use of such Company service.
  - (a) Auxiliary Service will be supplied on a firm-use basis under the applicable rate schedule for a designated part of Customer's load requirements when (i) the wiring to the part of the Customer's requirements is completely segregated from the wiring which furnishes the requirements from Customer's generating equipment and (ii) there are no means for interconnecting the two separate wiring systems.
  - (b) Supplementary, Back-Up, and/or Maintenance Power will be provided to "qualifying" generating facilities in accordance with Standard Contract Rider No. 50, Parallel Operation for Qualifying Facilities.
  - (c) Supplementary and Back-Up Power will be provided to "nonqualifying" generating facilities in accordance with Standard Contract Rider No. 51, Parallel Operation of Customer Owned Generation Capacity and Energy Credits

#### 20. Customer's Inability to Operate

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

## 21. Tax Adjustment

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

#### 22. Service Contracts

Customer may contract with Company to provide energy related services not specifically contained within this electric tariff. Such contract services may include, but not be limited to, maintenance of Customer owned electrical facilities, installation of electrical facilities on Customer's premise, and engineering/construction related services. Customer and Company shall enter into a contract specifying the terms and conditions under which such contract services will be provided. The cost of providing such contract services will be based on a similar work order methodology used by Company

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to establish costs of supplying similar services under this electric tariff, including applicable administrative and overhead charges. The terms of payment for such contract services will be mutually agreed to by Customer and Company. The payment for such services may appear as a separate item on the Customer's bill for electric service. Contracting for such services under this Section will in no way affect Customer's and Company's respective obligations regarding the rendering of and payment for electric service under this electric tariff and the applicable rate schedule.

## LEGAL NOTICE OF DUKE ENERGY INDIANA, LLC'S FILING OF RATE ADJUSTMENTS AND REVISION TO GENERAL TERMS AND CONDITIONS OF ITS TARIFF

DUKE ENERGY INDIANA, LLC ("Duke Energy Indiana") hereby provides notice that on or around May 1, 2022, Duke Energy Indiana will submit rate adjustments and a revision to the General Terms and Conditions of its tariff for approval under the Commission's thirty-day administrative filing procedures and guidelines. This filing is in accordance with I.C. 8-1-2-4.2, which eliminates the assessment of utility receipts tax effective July 1, 2022.

Any objections may be made by contacting the Secretary of the Commission, or Randall C. Helmen with the Indiana Office of the Utility Consumer Counselor at the following addresses or phone numbers:

Indiana Utility Regulatory Commission 101 W. Washington St. Suite 1500 East Indianapolis, IN 46204-3407 317-232-2703

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

**Duke Energy Indiana, LLC**By: Stan Pinegar