

**Duke Energy Indiana, Inc.**

1000 East Main Street  
Plainfield, Indiana 46168

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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, Inc., formerly named PSI Energy, Inc., 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.

Customer: The individual, partnership, corporation or other entity in whose name service is rendered at a single premises.

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:

$$\frac{540 \text{ KW}}{0.90 \text{ PF}} = 600 \text{ KVA}$$

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. For example, a 100 Watt light bulb used continuously for 730 hours is equal to 73 KWHs:

$$100 \text{ Watts} = 0.1 \text{ KW and} \\ 0.1 \text{ KW} \times 730 \text{ Hours} = 73 \text{ KWHs}$$

Load Factor: The KWH divided by the product of the average hours per month (730 hours) times the KW maximum load in the month, expressed as a percentage, for example:

$$\frac{1000 \text{ KWH}}{5 \text{ KW} \times 730 \text{ Hrs.} / \text{MO}} \times 100 = 27.40\%$$

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.

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**Power Factor (PF):** In rate schedules providing for power factor adjustment, PF will be calculated from the relation between the reactive (RKVAH) and the active (KWH) components of energy used, expressed as a percentage.

**Premises:** A distinct portion of 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 Line:** Any distribution line of the Company operated at a nominal voltage between 2,400 volts and 34,500 volts.

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

**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.

**VA:** Apparent power and equal to the vectorial sum of the active and reactive components of power.

**VAR:** Reactive component of power.

**Watt (W):** Active component of power.

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

### **2. Tariff on File**

- 2.1 A copy of the Tariff is on file with the Commission, available at the business offices of Company and available on the internet at address <http://www.cinergypsi.com/inres/rates/>. A copy of the Rules and Regulations of Service for Electrical Utilities in Indiana is also available at the business offices of Company.
- 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 experimental programs which contain provisions that deviate from the General Terms and Conditions for Electric Service, Rate Schedules, and/or Riders, provided, however, the provisions of such experimental programs will not conflict with the rates and charges in the General Terms and Conditions for Electric Service, Rate Schedules and/or Riders and such programs are approved by the Commission.

### **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 division 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 At a residential premise where service has been disconnected at the request of a former occupant, Company may, at its discretion, leave a notice in a conspicuous place on the premises advising the new occupant that service can be obtained by closing the service entrance switch. Each such notice will have an attached post card, preaddressed to Company, which requires the filling in of certain information. Closing of the switch and taking service shall constitute an application for service; however, such action and the mailing of the post card to Company shall not relieve Customer from making a service deposit, if required, in accordance with division 4 hereof.

### **4. Service Deposit**

- 4.1 Customers applying for residential and farm 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 equal to 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 or farm service 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 other Customers (i.e., all non-residential service customers) at the Company's discretion, provided such new deposit will not exceed one-sixth (1/6) of the customer's estimated annual revenue.
- 4.3 No deposit will exceed 1/6 of a residential customer's expected annual billing. 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 \$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 the rate established by the Commission, 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 and farm service 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 (i) the location of premises where service is desired and (ii) 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.

**6. Character of Service**

**6.1 Available Voltages and Transformer Size Limits**

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

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

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

<b>Voltage</b>	<b>Transformer Size Limits</b>	<b>Service Availability</b>
Three Phase - 120/208 Volts Wye	500 KVA 300 KVA	UG OH
Three Phase - 120/240 Volts 4 Wire Open Delta	1—50 KVA 1—100 KVA	(1) OH
Three Phase - 240 Volts Open Delta	2—50 KVA	(2) OH
Three Phase - 277/480 Volts Wye	2000 KVA 500 KVA	UG OH

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- (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

The 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 principle 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 principle 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 (i) one service classification, or (ii) one standard voltage, or (iii) 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 initial rate schedule selection to another applicable rate schedule at any time by either written notice to Company and/or by executing a new contract for the rate schedule selected, provided that the application of such subsequent selection shall continue for 12 months before any other selection may be made. 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—Line Extension—Advance Deposit.
- 9.3 If a customer request for his convenience, or by his 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 (i) of the National Electrical Code, (ii) of any Federal, state or local laws or regulations, and (iii) 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 (i) such change will not interfere with or jeopardize Company's service either to Customer requesting the change or to other customers of Company, and (ii) 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.

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

### **12. Rendering and Payment of Bills**

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

An Adjusted Due Date is available to any qualifying residential customer who either (a) receives a social agency or pension check and who is not engaged in any full-time employment, including self-employment, or (b) is a member of the Reserves or the National Guard who is on active military duty, or (c) has special circumstances as determined at the discretion of a Customer Service Representative. A residential customer requesting an Adjusted Due Date will have an additional period of time for payment of the net bill for service. A customer's bill due date can be deferred a maximum of 10 billing cycles – about two (2) weeks.

- 12.3 Failure to receive a bill shall not entitle Customer to pay the net bill after the designated date has passed. Upon request, Company will inform Customer of the approximate date on which Customer should receive the bill each month and, if the bill is lost, Company will issue a duplicate.
- 12.4 Initial or final bills for service supplied for not less than 27 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 27 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 an average month (30 days).
- 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.

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- 12.8 When Company has discontinued service for nonpayment of a bill, as provided for in subdivision 14.2(a), a reconnection charge of \$25.00 shall be required when service is supplied under rate schedules so providing before service is reconnected.
- 12.9 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 in his 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 Refuse or Discontinue Service**

- 14.1 Company may refuse or discontinue service to any Customer (and refuse to serve any other member of the same household or firm at the same premises) without notice for any of the following reasons:
- (a) When, in the Company's opinion, a condition exists that is dangerous or hazardous to life, physical safety or property;
  - (b) When emergency repairs must be made to Company's facilities or system;
  - (c) When there has been tampering with Company's meters or equipment, or evidence of fraudulent or unauthorized use of energy in such a manner as to circumvent Company's meter; or
  - (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 (i) the Tariff, or (ii) the contract for service.

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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 lighting, traffic signals, etc.

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, and necessity for making repairs or replacements of Company's facilities.

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

16.3 Such interruptions or variations shall not constitute a breach of any obligations of Company under any contract for service with Customer.

### **17. Non Permanent Service**

17.1 When in the opinion of the Company the use of service will not be of a permanent nature, Customer shall pay (1) the estimated cost of constructing the facilities to serve Customer, including labor, material, stores freight & handling, and overhead, plus (2) the estimated cost of removing said facilities and returning same to Company storeroom, minus (3) the estimated salvage value of material returned to the Company storeroom.

17.2 If Customer takes service beyond a 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-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.

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### **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.

### **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.
  - (c) Supplementary and Back-Up Power will be provided to "nonqualifying" generating facilities in accordance with Standard Contract Rider No. 51.

### **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.

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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 no allowance for any new or additional Federal, state or local tax which may be imposed subsequent to December 31, 2002, on the generation, transmission, or sale of electric energy on a kilowatt-hour basis, or which may be imposed on gross revenues of Company derived from rendition of service under the various rate schedules.

In the event of the imposition, subsequent to December 31, 2002 of any new or additional Federal, state or local tax of the kind or character specified in the preceding paragraph, Company shall increase the charges resulting from the application of the rates specified in the applicable rate schedule in an amount equal to such additional taxes as are attributable to the service or the revenues thereunder derived during the billing period, and Customer shall be obligated to pay such additional amount as a part of the rate provided under the applicable rate schedule. In the event of the reduction, subsequent to December 31, 2002, of any Federal, state or local tax of the kind or character specified in the preceding paragraph, Company shall decrease the charges resulting from the application of the rates specified in the applicable rate schedule in an amount equal to such reduction in taxes as is attributable to the service or the revenues thereunder derived during the billing period.

### **22. Service Contracts**

Customer may contract with Company to provide energy related services not specifically contained within this electric tariff. Such contract services may include, but not be limited to, maintenance of Customer owned electrical facilities, installation of electrical facilities on Customer's premise, and engineering/construction related services. Customer and Company shall enter into a contract specifying the terms and conditions under which such contract services will be provided. The cost of providing such contract services will be based on a similar work order methodology used by Company to establish costs of supplying similar services under this electric tariff, including applicable administrative and overhead charges. The terms of payment for such contract services will be mutually agreed to by Customer and Company. The payment for such services may appear as a separate item on the Customer's bill for electric service. Contracting for such services under this Item 22 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.