

**GENERAL RULES AND REGULATIONS**  
**Applicable to Electric Service**

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**1. DEFINITIONS**

Unless otherwise specified in the Rate Schedule, the following terms shall have the meanings defined below when used in this Tariff for Electric Service:

- 1.1 Annual Usage. Customer's actual total electric usage for the most recent twelve consecutive billing months, or Company's estimate of Customer's total electric usage for the next twelve consecutive billing months if actual usage information is not available.
- 1.2 Applicant. Any new customer requesting a new Rate Schedule.
- 1.3 Bill. An itemized list or statement of fees and charges for electric service. A Bill may be rendered by mail or by electronic means.
- 1.4 Billing Demand. That Demand, stated in Kilowatts, upon which the Demand Charge in the Customer's Bill is determined in any given month.
- 1.5 Billing Period. The Billing Period is defined as the period for which a Customer has been billed. The Billing Period is the duration from the Bill's start date to the Bill's end date.
- 1.6 Cogeneration Facility. A facility that simultaneously generates electricity and useful thermal Energy and meets the Energy efficiency standards established for a cogeneration facility by the Federal Energy Regulatory Commission (FERC) under 16 U.S.C. 824a-3, in effect November 9, 1978.
- 1.7 Commercial Customer. Any customer primarily engaged in wholesale or retail trade and services, any local, state and federal government agency and any Customer not covered by another classification.
- 1.8 Commission. Indiana Utility Regulatory Commission (IURC) or its successor.
- 1.9 Company. Northern Indiana Public Service Company.
- 1.10 Company Standards. Electric Standards established by the Company and posted on the Company's website.
- 1.11 Contract Capacity / Contract Demand. A Customer's specified load requirements expressed in kW for which a Customer contracts.
- 1.12 Contract Year. Twelve consecutive months used in the application of Rate Schedules.
- 1.13 Curtailment. The reduction of a Customer's load at the request of the Company pursuant to the Company's Tariff for reliability reasons.

**Issued Date**  
**12/21/2011**

**Effective Date**  
**12/27/2011**



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- 1.14 Customer. Any person, firm, corporation, municipality, or other government agency which has agreed orally or otherwise, to pay for electric service at a single premise from the Company.
- 1.15 Customer Charge. The dollar amount set forth in each Rate Schedule.
- 1.16 Day-Ahead LMP. The day-ahead market clearing price for energy as defined in the Midwest ISO Open Access Transmission, Energy and Operating Reserve Markets Tariff or its successor at the established NIPSCO load commercial pricing node(s).
- 1.17 Delinquent Bill. A Customer Bill that has remained unpaid for the period set forth in the IURC Rules (170 IAC 4-1-13).
- 1.18 Demand. The rate at which Energy is used by the Customer from the Company's system within an interval of time, stated in kW.
- 1.19 Demand Charge. The portion of a Customer's Bill based on the Customer's Maximum Demand, in kW, and calculated on the Billing Demand under the applicable Rate Schedule.
- 1.20 Demand Indicating Meter (DI Meter). A meter capable of measuring and recording the maximum kW Demand, kVAR Demand and kWh within a specific range of time.
- 1.21 Disconnection. The termination or discontinuance of electric service.
- 1.22 Distribution Line. Any distribution line of the Company operated at a nominal voltage less than 69,000 volts.
- 1.23 Dwelling Unit. A residential living quarter.
- 1.24 Energy. The active component of the quantity of supply expressed in kWh.
- 1.25 Energy Charge. The portion of a Customer's Bill for electric service based on the Customer's Energy consumption, in kWh, under the applicable Rate Schedule.
- 1.26 FERC. Federal Energy Regulatory Commission or its successor.
- 1.27 Fuel Adjustment. The additional charges or credits the Company includes in a Customer Bill to offset the variance in the fuel cost in base rates compared to actual cost of fuel. This adjustment is represented as cents per kWh.
- 1.28 General Service. Service provided to a Non-Residential Customer.
- 1.29 Gross Margin. Revenues minus cost of fuel and purchased power.

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- 1.30 Human Needs Customers. Customers that include hospitals, medical centers, nursing homes and Customers where Curtailments would adversely affect public health and safety such as municipal fire departments, police departments, civil defense and emergency Red Cross services.
- 1.31 Industrial Customer. Any Customer who is engaged primarily in a process that creates or changes raw or unfinished materials into another form or product.
- 1.32 Interruption. The reduction of a Customer's load at the request of the Company pursuant to the Company's Tariff for economic reasons.
- 1.33 Interval Data Recorders (IDR). A meter capable of measuring and recording kW Demand and kVAR Demand on a sub-hour time interval and hourly integrated basis and measuring Energy in kWh on a cumulative basis.
- 1.34 IURC. Indiana Utility Regulatory Commission or its successor.
- 1.35 IURC Rules. Rules and regulations for electric utilities promulgated by the IURC, codified in Title 170 of the Indiana Administrative Code (IAC), Article 4.
- 1.36 Kilovolt-Ampere (kVA). A measurement of total power - active power, measured in kW, and reactive power, kVAR. The kVA is defined as the current that is required to electrify the system to reduce resistance and line loss. The equivalent of one kW when the Power Factor is one hundred percent (100%), or is at unity.

$$kVA = \sqrt{kW^2 + kVAR^2}$$

- 1.37 Kilovolt-Ampere Reactive Power (kVAR). A measurement of reactive power.
- 1.38 Kilowatt (kW). A measurement of active power. One kilowatt is equivalent to one thousand watts.
- 1.39 Kilowatt-hour (kWh). The Energy consumed by the use of one kW steadily for one hour.
- 1.40 Lagging Power Factor. The power factor of inductive loads is referred to as lagging, or less than 100%, based upon the power factor ratio.
- 1.41 Late Payment Charge. A one-time penalty assessed upon a Delinquent Bill.
- 1.42 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.
- 1.43 Locational Marginal Pricing (LMP). The market clearing price for Energy, established by the Midwest ISO on a day ahead and real time basis, at the established NIPSCO Load Commercial Pricing Node(s).

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- 1.44 Maximum Demand. A Customer's Maximum Demand in any month shall be determined by the Customer's metering device. The Maximum Demand of electric Energy supplied in any month shall be taken as the highest average load in kW's occurring during any 30 consecutive minutes of the month.
- 1.45 Megawatt (MW). A measurement of active power. One megawatt is equivalent to one million watts.
- 1.46 Midwest ISO. Midwest Independent Transmission System Operator, Inc., or any successor.
- 1.47 National Electric Code. The standard for the safe installation of electrical wiring and equipment. It is part of the National Fire Codes series published by the National Fire Protection Association (NFPA).
- 1.48 Non-Residential Customer. Any customer that is not a Residential Customer.
- 1.49 Non-Sufficient Funds. An account shall be considered to have Non-Sufficient Funds for the following reasons:
1. The Customer's payment is considered delinquent by the banking institution.
  2. The Customer has supplied the incorrect bank account number.
  3. The Customer's bank account number is no longer available.
  4. The Customer has issued a stop payment by the banking institution to the Company.
  5. The Customer pays electronically, and a chargeback is subsequently assessed by the Customer's financial institution.
  6. Any other instance when the financial institution refuses to honor the tendered payment.
- 1.50 Off-Peak Demand. The Demand taken during Off-Peak Hours.
- 1.51 Off-Peak Hours. All hours not defined as On-Peak Hours shall be considered Off-Peak hours.
- 1.52 On-Peak Demand. The Demand taken during On-Peak Hours.
- 1.53 On-Peak Hours. On-Peak Hours are those hours identified as "on-peak" in each applicable Rate Schedule.
- 1.54 Peak Power Factor. The Power Factor at the time of the Customer's maximum On-Peak Demand for the month.
- 1.55 Power Factor. The ratio of real power to apparent power.
- 1.56 Premise. The main residence, or living quarters for the use of a single family, or main building of a Commercial Customer, which includes the outlying or adjacent buildings used by the Customer provided the use of the service in the outlying or adjacent buildings is supplemental to the service used in the main residence or building.

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- 1.57 Present Value. The current value of a future payment, or stream of payments, discounted at the rate of return allowed by the IURC at the time the Company's Rate Schedules go into effect.
- 1.58 Primary Line. Any distribution line of the Company operated at a nominal voltage greater than 600 volts and less than 69,000 volts.
- 1.59 Qualifying Facility. A cogeneration or alternate energy production facility of eighty (80) MWs capacity or less which is owned not more than fifty percent (50%) in equity interest by a person primarily engaged in the generation or retail sale of electricity, gas, or thermal energy, as defined in the IURC Rules (170 IAC 4-4.1-1), or its successor.
- 1.60 Rate Schedule. The part of the Tariff setting forth the availability and charges for service supplied to a particular group of Customers, as filed with and approved by the IURC.
- 1.61 Real-Time LMP. As defined in the Midwest ISO Open Access Transmission, Energy and Operating Reserve Markets Tariff or its successor at the established NIPSCO Load Commercial Pricing Node(s).
- 1.62 Residential Customer. Any Customer that resides in a residential dwelling, mobile home, apartment or condominium using electricity.
- 1.63 Residential Service. Service provided to a Residential Customer.
- 1.64 Rider. The part of the Tariff setting forth supplemental provisions applicable to specific Rate Schedules, as filed with and approved by the IURC.
- 1.65 Rules. The part of the Tariff setting forth the General Rules and Regulations Applicable to Electric Service, as filed with and approved by the IURC.
- 1.66 Secondary Line. Any distribution line of the Company operated at a nominal voltage of 600 volts or less.
- 1.67 Substation. The electric equipment, structures, land and land rights, including transformers, switches, protective devices and other apparatus necessary to transform Energy from a Transmission or Primary Line voltage.
- 1.68 Subtransmission. Primary voltage of 34,500 volts.
- 1.69 Tariff. The entire body of the Rules, Rate Schedules and Riders.
- 1.70 Transmission Line. Any transmission line of the Company operated at a nominal voltage of 69,000 volts or greater.
- 1.71 Watt-Hour Meter. A meter capable of measuring and recording the amount of kWh supplied to the Customer.

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**2. TARIFF ON FILE**

2.1 Tariff on File

A copy of the Tariff under which service will be supplied is posted or filed for the convenience of the public in the office of the Company, with the IURC and on the Company's website. The IURC 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 and any such change when approved by the IURC and filed with the Commission will supersede the present Tariff, or the applicable part thereof.

2.2 Special Conditions and Provisions

The Rules set forth the conditions under which service is to be rendered, and govern all Rate Schedules to the extent applicable. In case of conflict between any provision of an IURC-approved contract, Rate Schedule, Rider and/or Rule, the order of priority in interpretation shall be the (1) contract, (2) Rate Schedule, (3) Rider, and (4) Rule.

The Company shall have the right to execute contracts for service under any Rate Schedule or Rider that requires a contract. The Company shall also have the right to execute other contracts for service provided, however, such contracts requiring IURC approval shall be contingent upon receipt of such approval.

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**3. CHARACTER OF SERVICE**

3.1 Standard Installation

The Company shall provide, as a standard installation, facilities required to supply service at a single point of delivery for a single premise. These facilities shall include one transformation, where required, and metering adequate to measure the Demand and Energy consumption of the Premise as required in the applicable Rate Schedule. Arrangements may be made with the Company in the case of facility requests outside the scope of a standard installation pursuant to Rule 6. A Distribution Line or Secondary Line, to be installed, owned and maintained by the Company, will be provided when the Customer meets the requirements listed in Rule 6.

3.1.1 Secondary Service (600 volts or less)

A Standard Secondary Service Installation includes a Secondary Line up to 135 feet in length from the easement line (or property line if no easement exists). Service in excess of 135 feet in length will be installed and owned by the Company pursuant to Rule 6. Service for industrial or commercial service entrance sizes, in excess of 400 amps, single or combined, of like voltage or phases, shall be considered large, and therefore shall be owned, installed, and maintained by the Customer pursuant to Rule 6.

When a Customer installs its own secondary service, the Company shall assume no responsibility for such service.

3.1.2 Primary Service (over 600 volts and less than 69,000 volts)

3.1.2A Overhead

A Standard Primary Service Installation includes an overhead Primary Line, transformer/transformers, transformer pole/poles, and metering equipment that will be provided by the Company pursuant to Rule 6. The Customer is required to install, own, and maintain any additional line and supporting poles.

3.1.2B Underground

Underground Distribution Lines will be installed only where, in the opinion of the Company, such installation is necessary or where it is required by the IURC Rules. The decision whether such lines shall be installed "underground" or "overhead" shall be made by the Company where the matter rests in the Company's sole discretion. Underground primary service is not a standard installation as it relates to Rule 6.



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3.2 Voltages

The standard nominal service voltages within the Company's service area are:

<u>SECONDARY</u>		<u>PRIMARY</u>	<u>TRANSMISSION</u>
<u>Single Phase</u>	<u>Three Phase</u>	<u>Three Phase</u>	<u>Three Phase</u>
120 volts	120/208 volts	12,470/7,200 volts	69,000 volts
120/240 volts	240 volts	34,500 volts	138,000 volts
120/208 volts	277/480 volts		
240/480 volts	480 volts		

The availability and application of these voltages will be determined by the Company under the applicable Rate Schedule. Exceptions to the above standard nominal voltages are a 4,160/2,400 volt system and a 13,800 volt system, which are limited to existing Customers that are in the process of being converted to the Company's standard voltage.

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**4. APPLICATION, SERVICE REQUEST OR CONTRACT**

4.1 Written Application or Contract Required

A written application for service may be required from a Customer before the Company will be obligated to supply service. The Company shall have the right to reject any application or contract for valid reason. When special construction or equipment expense is necessary to furnish service, the Company may require a contract for a suitable period of time and reasonable guarantees pursuant to Rule 6. Certain Rate Schedules may require the execution of a contract for service, and specify a minimum contract term.

4.2 Service to be Furnished

4.2.1 New Customers

The Customer shall provide in writing upon request of the Company its electric load and Demand characteristics to be served. This information will be used by the Company to determine the character of the service and the conditions under which the Customer will be served.

4.2.2 Existing Customers: Notify Company Before Increasing Load

The service connections, meters and equipment supplied by the Company have definite capacity, and no substantial addition to the electric consuming equipment should be made without first consulting with the Company. The Customer shall notify the Company of any material increase in load no less than sixty (60) days prior to the addition of that load.

4.3 Modification of Contract

No promises, agreements or representation of any agent of the Company shall be binding upon the Company unless the same shall have been incorporated in a written contract and such contract is signed and approved by an agent of the Company with apparent authority to sign such contract on behalf of the Company.

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**5. PREDICATION OF RATES AND RATE SCHEDULES SELECTION**

**5.1 Single Premise**

The Rate Schedules are predicated upon the supply of service to the Customer separately for each Premise and for the ultimate usage of such separate Premise. The combining of service of two or more separate classifications through a single meter, or of two or more Premises, or of two or more separate Dwelling Units of the same Premise, will be permitted only under such Rules as filed by the Company and approved by the IURC. An outlying or adjacent building of the Customer, if located on the same Premise, may be served from the supply to the main residence or building, provided the use of such supply to the adjacent building is supplementary to the usage in the main residence or building.

**5.2 Premise Containing Two Meters**

If the Customer chooses not to supply the outlying or adjacent buildings by the main service, the Company will consider this a non-standard installation and may install a separate service pursuant to Rule 6. The installed separate service shall be classified under one of the Rate Schedules based on the Customer's electric usage characteristics.

**5.3 Building Containing Two or More Separate Dwelling Units**

Where Residential Service is supplied through one meter to an apartment house or to a building, each containing five or less separate Dwelling Units, the Customer shall have the option, by written application to the Company, of electing whether:

- a. The service shall be classed as Residential Service, in which case, for billing purposes, the Customer Charge and minimum payment of the residential Rate Schedule shall be multiplied by the number of Dwelling Units served through the meter.
- b. The service shall be classed as General Service, in which case, for billing purposes, the General Service Rate Schedules shall be applied on the basis of a single Customer.

The election made by the Customer shall continue for a period of twelve (12) months and thereafter until the Customer notifies the Company, in writing, of its election to change the selected classification of such service. Each such election subsequent to the initial election shall continue for twelve (12) months and thereafter until the Customer again notifies the Company, in writing, of its election to change the selected classification of such service.

The Customer may arrange the wiring at the Customer's own expense, so as to separate the combined service and permit the Company to install a separate meter for each separate Dwelling Unit. In each such case, the readings of each separate meter shall be billed separately under Residential Rate 611.

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In such case, the wiring shall be arranged to provide for the grouping of all meters at the service entrance.

This rule has no application to rooming houses.

5.4 Combined Residential and Non-Residential Service

Where both residential and non-residential service are supplied through one service and one meter to the same Customer on the same Premise and where the principal use of Energy will be for residential purposes, but a small amount of Energy will be used for non-residential purposes, the Customer will be billed under Rate 611 only when the equipment for such non-residential use is within the capacity of one 120 volt, 30 ampere branch circuit (or is less than 3,000 watts capacity). When the non-residential equipment exceeds the above-stated maximum limit, the entire non-residential wiring may be separated from the residential wiring, so that the residential and non-residential loads may be metered separately. If the separation is accomplished, the residential and non-residential consumption will be billed under the appropriate Rate Schedule. In the event the Customer elects not to separate the residential and non-residential wiring, the total metered consumption will be billed under the appropriate General Service Rate Schedule.

5.5 General Service

A Customer will be considered a General Service Customer when so designated by the applicable Rate Schedule.

5.5.1 Residential

A Residential Customer, at the Customer's option, and in accordance with current provisions of the National Electric Code, may have a General Service in addition to its Residential Service billed separately under applicable Rate Schedules.

5.5.2 Non-Residential

A non-residential Customer, at its option, and in accordance with current provisions of the National Electric Code, may have at a single delivery point, two services billed separately under applicable Rate Schedules.

5.6 Choice of Optional Rate

Where optional Rate Schedules are available for the same class of service, the Customer shall designate the applicable Rate Schedule. Where selection of the most favorable Rate Schedule is difficult to predetermine, the Customer will be given a reasonable opportunity to change to another Rate Schedule, provided, however, that after one such change is made, the Customer may not make a further change in Rate Schedule until twelve (12) months have elapsed.

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The Company will, at the request of the Customer, assist the Customer in selecting the Rate Schedule most advantageous to the Customer, but the Company does not guarantee that the Customer will at all times be served under the most advantageous Rate Schedule, nor will the Company make refunds representing the difference in charges between the Rate Schedule under which service has actually been billed and another Rate Schedule applicable to the same class of service.

5.7 Resale of Service

Service shall be for the sole use of Customer and shall not be furnished under any Rate Schedule to any Customer for the purpose of reselling any or all such service.

5.8 Default Schedule for Large Use General Service or Industrial Customers

Notwithstanding the conditions of service under Rate 624, in the absence of a Commission approved contract between a large use General Service or Industrial Customer and the Company, Rate 624 shall be the default rate for any such Customer requiring service from the Company.

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**6. SERVICE EXTENSIONS AND MODIFICATIONS**

6.1 Extension of Lines and Services Beyond Standard Installations

Upon request by a Residential or Non-Residential Customer taking service at a Primary or Secondary voltage level, the Company will provide necessary facilities for rendering standard service as defined in Rule 3.1 at no charge.

6.1.1 The following definitions shall be applicable to this Rule:

- i. "Margin Credits" for Residential Customers shall be equal to \$3,500 for each residential meter. "Margin Credits" for Non-Residential Customers shall be equal to the present value of gross margin associated with each Non-Residential meter as estimated by the Company for a 6 year period.
- ii. "Margin Costs" shall be equal to 0.52 multiplied by the total amount of actual costs for the extension of electric facilities, as estimated by the Company using the information provided to the Commission in the Company's annual filings pursuant to 170 IAC § 4-1-27(E).
- iii. The values identified in (a) and (b) shall be subject to change in any proceeding proposing adjustment to NIPSCO's basic rates and charges initiated after 2010, or in a separate proceeding filed in conformance with the Commission's rules and regulations.

6.1.2 For extension of lines and services beyond standard service for Residential Customers, a contribution must be provided when the Margin Costs exceed the Margin Credits.

6.1.3 For extension of lines and services beyond standard service for Non-Residential Customers other than those taking service at Transmission or Subtransmission voltage levels, the Non-Residential Customer must provide a contribution, a letter of credit in a form satisfactory to the Company, or minimum guarantee prior to facilities installation when the Margin Costs exceed the Margin Credits; provided, however, if in the opinion of Company (i) the estimated cost of such extension and the prospective margin to be received from it is so meager or speculative as to make it doubtful whether the Margin Credits from the extension would ever pay a fair return on the investment involved in such extension, or (ii) with slight or no immediate demand for service, or (iii) in the case of an installation requiring extensive equipment with slight or irregular service, or (iv) the estimated cost of the extension otherwise places Company and/or other customers at risk of recovering the costs associated with the investment; then in any of the above cases Company may require, in advance of materials procurement or construction, a deposit or adequate provision of payment from the initial applicant(s) in the amount of the total estimated cost of construction and other improvements.

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- (a) Deposits held may be returned to initial applicant(s) based on the amount of Margin Credits received by Company, for a period of six (6) years and up to the amount of the original deposit, in at least annual installments.
  - (b) In the event that the initial applicant(s) is (are) required to make any deposit, Company shall upon request make available to the initial applicant(s) the information used to establish the basis for the applicable deposit amount.
- 6.1.4 For each Customer, exclusive of the initial applicants considered in the making of an extension, connected to such an extension within the period of six years from the completion of such extension, Company shall refund to such initial applicants, in proportion to their respective contributions toward the cost of such extension, an amount equal to the Margin Credits (for either Residential or Non-Residential, as applicable) of each meter when each meter comes on line, less the Margin Costs to service such new customer, but the total of all refunds to any such applicant shall in no event exceed the aforesaid contribution of such applicant.

**6.2 Extension of Lines and Services Beyond Standard Installations**

Upon request by a Customer taking service at a Transmission or Subtransmission voltage level, the Company will provide necessary facilities for rendering standard service. Prior to construction of facilities, a contribution, Letter of Credit in a form satisfactory to the Company, or minimum guarantee equal to the estimated cost to extend facilities may be demanded by Company when facilities beyond the standard installation pursuant to Company Rule 3.1 are required to serve the Customer prior to facilities installation. Any such demand shall be consistent with Commission rules and regulations. Once the Customer comes online and in the case of a contribution, the Customer shall be entitled to a refund equal to the Customer's estimated Present Value of Gross Margin for a 6 year period. Once the Customer comes online and in the case of a Letter of Credit or minimum guarantee, the Customer shall be entitled to reduction of the amount of the Letter of Credit or minimum guarantee equal to the Customer's estimated Present Value of Gross Margin for a 6 year period. Any such funds acquired under these conditions will be netted against any required Customer deposit before rendering service.

For each Customer, exclusive of the initial applicants considered in the making of an extension, connected to such an extension within the period of six years from the completion of such extension, Company shall refund to such initial applicants, in proportion to their respective contributions toward the cost of such extension, an amount equal to the Present Value of Gross Margin over a 6 year period of each meter when each meter comes on line, less the estimated cost to service such new customer, but the total of all refunds to any such applicant shall in no event exceed the aforesaid contribution of such applicant.

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6.3 New Residential Development Procedures

Before the Company will undertake facility investment and extensions of service to residential developments or phase thereof:

- (a) As used in this Rule, “extensions” shall refer to extension of Company facilities required in order to provide electric service as requested by Customer(s) or prospective Customer(s).
- (b) As used in this Rule, “Margin Credits” shall be equal to the total product of the planned number of residential meters multiplied by \$3,500. This amount shall be subject to change in any proceeding proposing adjustment to NIPSCO’s basic rates and charges initiated after 2010, or in a separate proceeding filed in conformance with the Commission’s rules and regulations.
- (c) As used in this Rule, “Margin Costs” shall be equal to 0.52 multiplied by the total amount of actual costs for the extension of electric facilities to a specific development, as estimated by the Company using the information provided to the Commission in the Company’s annual filings pursuant to 170 IAC § 4-1-27(E).
- (d) Upon request for electric service by initial applicants (a developer or a group of prospective Customers located in the same area), Company will extend, without charge, its facilities including wires, poles, transformers and other equipment necessary to provide the service, provided:
  - (1) the Margin Credits for the specific development are equal to or greater than the Margin Costs for that development; and
  - (2) the prospective patronage or demand is of such permanency as to warrant the capital expenditure involved.
- (e) If the Margin Costs of the facilities necessary to provide the electric service requested by initial applicant(s) exceeds the Margin Credits from such extension as provided in (d) above, Company shall make such extension if the initial applicant(s) meets one of the following conditions:
  - (1) Upon adequate provision for payment to Company by initial applicant(s) of that part of the Margin Costs in excess of the Margin Credits as provided in (d) above; or



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- (2) If in the opinion of Company (a) the estimated cost of such extension and the prospective margin to be received from it is so meager or speculative as to make it doubtful whether the Margin Credits from the extension would ever pay a fair return on the investment involved in such extension, or (b) with slight or no immediate demand for service, or (c) in the case of an installation requiring extensive equipment with slight or irregular service, or (d) the estimated cost of the extension otherwise places Company and/or other customers at risk of recovering the costs associated with the investment; then in any of the above cases Company may require, in advance of materials procurement or construction, a deposit or adequate provision of payment from the initial applicant(s) in the amount of the total estimated cost of construction and other improvements.
- i. Deposits held may be returned to initial applicant(s) based on the amount of Margin Credits received by Company, for a period of six (6) years and up to the amount of the original deposit, in at least annual installments.
  - ii. In the event that the initial applicant(s) is (are) required to make any deposit, Company shall upon request make available to the initial applicant(s) the information used to establish the basis for the applicable deposit amount.
- (f) Initial applicant(s) may, at its (their) option, submit, or require Company to submit, to the Commission the terms of service and deposit or Contribution determined by Company under (e)(1) or (e)(2) for review and determination as to the reasonableness of said terms.
- (g) For each new Customer, exclusive of the initial applicant(s) considered in the making of an extension, connected to such an extension within the period of six (6) years from the completion of such extension, Company shall refund to such initial applicant(s), in proportion to their respective contribution(s) toward the cost of such extension, an amount equal to the Margin Credits from such new Customer(s), less the Margin Costs to serve such new Customer(s), but the total of all refunds to any such initial applicant(s) shall in no event exceed the individual contribution of such applicant. Where a deposit is required under (e)(2) above, the total of all refunds to all initial applicant(s) in aggregate shall in no event exceed the total aggregate deposit of all initial applicant(s). Such estimated Margin Credits from new Customer(s) shall also be subject to the provisions of (e)(2) above.
- (h) Company shall not be required to make extension as provided in this Rule unless Customer(s) to be initially served by such extension upon its installation has (have) entered into an agreement with Company setting forth the obligations and commitments of the parties consistent with the provisions of this tariff.

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- (i) Company reserves the right, with respect to Customers whose establishments are remote from Company's existing suitable facilities, whose potential load qualifies for any economic development rider as may be applicable in Company's tariff, or whose load characteristics or load dispersal require unusual investments by Company in service facilities, to make special agreements as to duration of contract, reasonable guarantee of revenues, or other service conditions, provided that such special agreements are made on a non-discriminatory basis.

6.4 Provisional Service

The charge for Provisional Service, where existing facilities can be utilized to supply single phase 120 or 120/240 volt service no larger than 100 amps, is consistent with the cost filings submitted annually to the Commission pursuant to 170 IAC 4-1-27. The applicable Rate Schedule shall apply for service furnished. The charge for Provisional Service other than those stated above shall be determined by estimating the cost of construction and removal of facilities, including labor, material, stores freight and handling, and job order overhead, less any estimated salvage value of material recovered. Provisional installations may continue for a period of more than twelve (12) months, if such installation conforms to the requirements of a permanent installation.

6.5 Auxiliary Service

Auxiliary Service is herein defined as electric service rendered by the Company to a Customer wherein such Customer's premises are supplied with electricity from a source of supply other than the Company, or whose electric requirements are wholly or partially at any time relieved by other power generating equipment. The Customer, where service is rendered under such circumstances, shall have the privilege of using the Company's electrical service as reserve or auxiliary service in connection with its alternative or other source of supply upon the conditions herein prescribed.

- A. Where total connected load to be supplied by Company's service does not exceed 15 kilowatts:

A suitable contract shall be entered into with the Customer, listing the apparatus and connected load in kilowatts of the equipment to be supplied auxiliary service.

The Customer shall agree to pay for all Energy used computed under any rate the Customer shall select in effect for the location and for the class minimum monthly payment for such auxiliary service shall be calculated on the basis of \$10.00 per month for the first 3 kilowatts or less of total connected load and \$3.00 per month for each additional kilowatt or fraction thereof of total connected load; provided, however, that the minimum monthly payment for such auxiliary service so calculated shall not in any case be less than the monthly minimum payment called for in the Rate Schedule or contract.

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For the purpose of determining the Demand of the total connected load contracted for, the Company may install a meter capable of measuring Demand which shall measure the highest average load in kilowatts occurring during any thirty (30) consecutive minutes of the month; provided, further that if the Customer's load is three-phase, the Maximum Demand shall not be less than eighty percent (80%) of the product of the actual voltage multiplied by the maximum amperes in any phase multiplied by 1.73. If such measured Maximum Demand exceeds the connected load contracted to be supplied with auxiliary service, then such measured Demand shall be used in calculating the minimum charge in the current and subsequent month's billing until exceeded by a higher measured Demand.

The Company further reserves the right to require the Customer to provide, at his own expense, suitable apparatus to reasonably limit any intermittence or fluctuations of the Customer's requirement, where in the Company's judgment such apparatus is necessary to prevent undue interference with the service of the Company, and the Company further reserves the right to refuse, at any time, service where electric welding machines or other equipment producing high and intermittent fluctuations constitute a part of the Customer's connected load. Paralleled operations of the Company's and the Customer's electric generating equipment shall not be permitted hereunder.

The term of the contract shall be for a period of not less than one (1) year from the beginning of service thereunder. If the parties continue thereafter to furnish and accept the electrical service thereunder, it shall operate to renew and continue the service by yearly periods until cancelled by sixty (60) days notice being given by one party to the other, prior to any such yearly expiration, of such party's election to discontinue the service.

B. Where total connected load to be supplied by Company's service exceeds 15 kilowatts:

In such cases, auxiliary service shall be furnished only upon execution of a contract.

6.6 Excess Facilities

In the event service facilities in excess of a standard service under Rule 3.1 are requested by the Customer or are required to serve the Customer's load, the Company will extend such facilities therefore, subject to the following conditions:

6.6.1 The type, extent, and location of such service facilities shall be determined by agreement between the Company and the Customer;

6.6.2 Such service facilities shall be the property of the Company;

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- 6.6.3 The Customer shall agree to pay the cost to install such excess facilities and the cost to reserve any excess capacity, if required, on the transmission and distribution systems greater than that provided by standard service, to be determined by the Company in its sole discretion. In order to extend such facilities, the Customer may elect one of three payment options to the Company: (1) an up-front contribution equal to the cost to install the new excess facilities plus a monthly recurring charge equal to two percent (2%) of the cost to reserve any excess capacity; or (2) a monthly recurring charge equal to two percent (2%) of the total cost to install the excess facilities plus a monthly recurring charge equal to two percent (2%) of the cost to reserve any excess capacity; or (3) an up-front contribution equal to the cost to install the excess facilities plus an up-front onetime reservation fee to reserve any excess capacity;
- 6.6.4 If in accordance with Rule 6.6.3, the Customer elects the monthly rental option, then such monthly rental amount shall be appropriately adjusted if a change is made in the excess facilities provided by the Company;
- 6.6.5 The Customer shall provide power as specified by the Company, if so required, to operate such service facilities; and
- 6.6.6 Such other conditions as are reasonably necessary due to special conditions of service.

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**7. CUSTOMER INSTALLATION**

**7.1 Inside Wiring and Entrance Equipment**

Applicants for service must at their own expense equip their premises with all wiring and entrance equipment, all of which shall be constructed and maintained, subject to the approval of any authorized inspectors, and in accordance with the Company's Rules. The Company shall be under no duty to inspect the wiring and equipment of the Customer.

The applicant shall at all times maintain the service entrance and the wires inside the building.

**7.2 Exclusive Service on Installation Connection**

Except for emergency generating equipment approved by the Company, no other electric light or power service shall be used by the Customer on the same installation in conjunction with the Company's service, either by means of a "throw-over" switch or any other connection, except under a contract for auxiliary service or under Rider 679.

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**8. EQUIPMENT ON CUSTOMER'S PREMISE**

8.1 Company's Property and Protection Thereof

All meters or other appliances and equipment furnished by and at the expense of the Company, which may at any time be on or in the Customer's Premise, shall, unless otherwise expressly provided, be and remain the property of the Company, and the Customer shall protect such property from loss or damage, and no one who is not an agent of the Company shall be permitted to remove or tamper with such property. If Company property is damaged or destroyed, through the negligence of the Customer or through a violation of applicable tariff provisions by the Customer, the cost of necessary repairs or replacements shall be paid by the Customer.

8.2 Location of Company Transformers, Meters and Equipment

The Customer shall provide, at Customer's expense and at a location satisfactory to the Company, a suitable place for necessary transformers, meters or other equipment which may be furnished by the Company.

8.3 Equipment Location Permit

If the Customer is not the owner of the Premises served or of intervening property between such Premises and the Company's main, the Customer shall obtain from such owner, or owners, in a form satisfactory to the Company, such permits or easements as are, in the opinion of the Company, necessary for the installation and maintenance on such Premises and on such intervening property, all poles, wires, or other equipment as may be necessary for the supplying of electric service to the Customer.

8.4 Access to Premises

The properly authorized agents of the Company shall have the right to enter upon the Premises of the Customer at all reasonable times for the purpose of inspecting, reading, testing, repairing or replacing the meter(s), appliances and equipment used in connection with its service and removing the same on the termination of the contract or the discontinuation of service. Each meter, whether inside or outside a building, must be installed in a readily accessible location and be protected from damage, including, if installed outside a building, vehicular damage that may be anticipated. "Readily accessible" means the location should accommodate immediate access at the request of the Company for reading, inspection, repairs, testing, maintenance, and replacement of the meter. If a location is not readily accessible, or jeopardizes the safety of an authorized agent of the Company, as determined by the Company, the Company may request that the Customer take steps to correct the problem, or the Company may require the Customer to make payment to the Company of the full cost of correcting the problem.

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8.5 Tampering, Fraud, Theft or Unauthorized Use

When the Company detects fraudulent or unauthorized use of electricity, or that the Company's regulation, measuring equipment or other service facilities have been tampered with, the Company may reasonably assume that the Customer or other user has benefited by such fraudulent or unauthorized use or such tampering and, therefore, is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and is responsible for the cost of field calls and effecting repairs necessitated by such unauthorized use and/or tampering. In any event, the Company may require the Customer or unauthorized user to pay for such out-of-pocket costs. Under circumstances of fraud, theft, unauthorized use of electricity, tampering or alteration of the Company's regulation, measuring equipment and/or other service facilities, the Company may disconnect service without notice and is not required to reconnect the service until a deposit and all the aforementioned charges, or an estimate of such charges, are paid in full, subject to any provision in the IURC Rules to the contrary. In the event of fraud, theft or unauthorized use of electricity which is not upon or connected with a Customer's Premise, the ultimate user of the service shall be liable in the same manner as a Customer for electric service used, the incurred costs of field calls and effecting repairs, and disconnection without notice.

8.6 Customer's Operations or Equipment

Where any Customer's utilization of or existence of equipment has characteristics which, in the Company's judgment, may cause or is causing interference with service to other Customers or result in operation at a low power factor, the Customer shall, at the request of the Company, provide suitable facilities or otherwise take action to preclude such interference or improve such power factor, or both, as the case may be. Otherwise, the Company shall have the right to provide, at the expense of the Customer, the facilities necessary to preclude such condition or conditions. This right of Company shall also include the ability to require action by Customer to comply with the standards of any outside agency(ies) or duly applicable organization including FERC, NERC, ReliabilityFirst, Midwest ISO provided that Customer shall have the right to challenge Company's determination that such compliance is required or appropriate. Customer shall provide, upon request of Company, access to premises as described in this Rule 8, verified statements and/or other documentation as necessary to demonstrate compliance.

8.7 Customer's Generating Equipment

If the Customer has 60 hertz electric generating equipment, other than minor standby equipment for emergency use, the Customer may parallel its 60 hertz system with the Company's 60 hertz supply. The Customer shall so regulate its use of electric Energy as not to cause excessive pulsations or fluctuations in the current or voltage in the Company's system or be subject to termination of service.



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**9. METERING**

9.1 Meters to be Installed by Company

The electrical Energy, unless otherwise specified, shall be measured by a meter or meters of standard manufacture, installed by the Company. If more than one meter is installed for a Customer that is charged under two or more Rate Schedules, each meter shall be considered by itself in calculating the amount of any bills. Where building codes or other governmental regulation require a separate service for lighting or indicating exits of buildings, each meter shall be considered by itself in calculating the amount of any bills.

When for the convenience of the Company more than one meter is installed at the same Premise for the same Customer, the sum of the registration shall in all cases be taken as the total registration.

9.2 Meter Testing

The Company will test meters used for billing Customers in accordance with the IURC Rules (170 IAC 4-1-9).

9.3 Failure of Meter and/or Instrumentation

Whenever it is discovered that a meter is not recording within the limits of accuracy as prescribed in the IURC Rules, an adjustment shall be made in accordance with such Rules.

9.4 Demand Metering

The electric Energy to be used under the terms of schedules requiring an IDR, shall be measured at the delivery voltage as to Maximum Demand, use of electric Energy and Power Factor determination through meters to be located in a building or buildings approved by the Company, and furnished by the Customer on the Customer's premises. The Company shall own, furnish and install the necessary metering equipment. All bills, other than bills for the minimum payments, shall be calculated upon the registration of these meters. The meters installed on the Customer's premises, by the Company under this schedule, shall remain the property of the Company and shall be safely kept and protected by the Customer.

The Company shall, at all times, have the right to inspect and test meters, and if found to be defective or inaccurate, to repair or replace them at its option; provided that notice shall be given to the Customer before testing the meters so that the Customer may have its representative present, if desired. Any meter tested and found to be not more than one (1) percent inaccurate shall be considered accurate and correct but shall be adjusted to be as nearly correct as possible. If, as a result of any test hereunder, any meter shall be found inaccurate or incorrect in excess of one percent (1%), such meter shall be adjusted to be as nearly correct as possible, and the reading of such meter previously taken shall be corrected to the percentage of inaccuracy so found, but no such correction



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shall, without the consent of both parties, extend back beyond one-half of the period between the date of such test and the date of the last prior test showing the meter to be within one percent (1%) accurate, nor more than forty-five (45) days, whichever is shorter. The Company shall repair or replace a defective or inaccurate meter within a reasonable time after discovery of such defect or inaccuracy. During the time there is no meter in service or the meter in service is not registering, it shall be assumed that the Energy consumed is the same as the daily average for the most recent period of similar operation with respect to usage of Energy proceeding the time the meter is out of service. The Customer shall also have the right to require a test of meters at reasonable intervals upon giving notice of its desire to have such test made by the Company.

**9.5 Meter Reading Charge – Missed Appointment (Trip Charge)**

For Customers with hard-to-access meters, a Trip Charge shall be added to Customer's account in accordance with Rule 15 if Customer fails to provide access to the meter during a scheduled appointment. For purposes of this Rule, a hard-to-access meter is defined as a meter that (a) is located inside the premises of Customer, located behind a locked gate, located in an area proximate to an animal that in the judgment of the meter reader is dangerous, or is otherwise inaccessible to the meter reader or presents an unsafe condition; and (b) has not been read by a meter reader during the previous four consecutive months. No Trip Charge shall be assessed if (1) the appointment is cancelled by the Customer with four hours' prior notice; (2) the Customer is not present due to a medical emergency; or (3) in NIPSCO's reasonable discretion, for any other reason that is outside of the Customer's control. Customer shall be provided the opportunity to set the time of the appointment, which must be during regular business hours and within a two-hour window of time. If two appointments scheduled by the Customer are cancelled (with four hours prior notice) at the request of Customer or Customer fails to set an appointment, then the Company shall set the time of the next appointment, during regular business hours, which cannot be cancelled by the Customer. At the Company's option, assessment of a Trip Charge may be waived if Customer agrees to and permits the installation of a remote meter-reading device.

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**10. DEPOSIT TO INSURE PAYMENT OF BILLS**

10.1 Applicable to Residential Customers

The Company shall determine the credit-worthiness of an applicant or Customer in an equitable non-discriminatory method and may require a deposit to insure payment of bills in accordance with Rule 15 of the IURC Rules and Regulations.

10.2 Applicable to Non-Residential Customers

The Company shall determine the creditworthiness of an Applicant or Customer in an equitable non-discriminatory manner.

A Customer shall be deemed creditworthy if it has no delinquent bills to the Company for electric service within the last twenty-four (24) months and, within the last two (2) years has not: (a) had service disconnected for nonpayment or (b) filed a voluntary petition, has a pending petition, or has an involuntary petition filed against it, under any bankruptcy or insolvency law. For purposes of this determination a contested bill shall not be considered delinquent.

In determining the creditworthiness of Applicants, the Company shall consider the size of the credit exposure and the availability of objective and verifiable information about the Applicant. The Company may consider the Applicant's payment history from other utilities and verifiable conditions such as, but not limited to: Applicant's independently audited annual and quarterly financial statements, including an analysis of its leverage, liquidity, profitability and cash flows; and credit rating agency information.

The Company may require from any uncreditworthy Applicant or Customer, as a guarantee against the non-payment of bills, a deposit payable in cash or by letter of credit in an amount equal to the Customer's two (2) highest months usage based upon the most recent twelve (12) months historical usage or two months of projected usage for an Applicant. For Customers with multiple accounts, each account will be treated individually for purposes of this Rule.

If the Company requires a deposit as a condition of providing service, upon request of the Customer or Applicant, the Company must: (a) provide written explanation of the facts upon which the utility based its decision; and (b) provide the Applicant or Customer with an opportunity to rebut the facts and show other facts demonstrating its creditworthiness.

Upon the request of the Customer, but no more than once every twenty four (24) consecutive months, the Company will conduct a reevaluation of Customer's creditworthiness with repayment of the security deposit or portion thereof as appropriate, within 60 days and with written notice identifying the basis for any continued deposit.

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In the case of a cash deposit as a guarantee against the payment of bills, simple interest thereon at the rate established by the Indiana Utility Regulatory Commission shall be paid by the Company for the time such deposit is held by the Company. Upon a Customer's annual request, NIPSCO will credit any accrued interest to the Customer's bill. Upon discontinuance of service, the amount of the final bill will be deducted from the sum of the deposit and interest due, and the balance, if any, shall be remitted to the depositor.

**Issued Date**  
**12/21/2011**

**Effective Date**  
**12/27/2011**



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**11. RENDERING AND PAYMENT OF BILLS**

11.1 Payment of Bills

Bills will be issued monthly and must be paid by the due date specified on the Customer's Bill at an office or an established collection agency of the Company. Bills rendered on estimated readings for service in months in which meters are not read shall have the same force and effect as those based on actual meter readings.

11.2 Payment After Due Date of Bill

A Bill is delinquent unless payment is received by the due date printed on the Bill. The due date is seventeen (17) days from the next business day of the statement date printed on the Bill. A Delinquent Bill may be assessed a late payment charge equal to ten percent (10%) of the first three dollars (\$3) and three percent (3%) of the remaining amount that is delinquent and the Company may disconnect service after complying with any applicable IURC Rules. The company will not apply the late payment charge to previous late payment fees.

Failure to receive the Bill shall not entitle the Customer to relief from the deferred payment provisions of the Bill if the Customer fails to make payment within said seventeen-day period, nor shall it affect the right of the Company to disconnect service for non-payment as above provided.

Once in each half calendar year, but not more often, the Company will upon the Customer's request waive the late payment charge on a Delinquent Bill, provided payment is tendered not later than the last date for payment of net amount of the next succeeding month's Bill.

11.3 Billing Disputes

A Customer shall not be disconnected for failing to pay an outstanding Bill in full if the unpaid portion of the Bill is disputed by the Customer and the Customer complies with the applicable IURC Rules.

11.4 Social Security Payment Plan

The Company may, upon request, revise the due date by up to ten (10) calendar days, provided that the Customer applies for and is accepted by the Company as a participant in the Social Security Payment Plan. In order to participate in the Social Security Payment Plan, the Customer must meet the following conditions:

11.4.1 The Customer must be taking Residential Service, which must be in the Customer's name;  
and

11.4.2 The Customer must be retired or legally disabled and must show proof of receiving monthly social security or retirement benefits.

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**12. DISCONNECTION AND RECONNECTION OF SERVICE**

12.1 Customer Request for Disconnection

The Customer shall be responsible and pay for all electric service supplied to the Customer's Premises until the third business day following the requested disconnection date given by the Customer to the Company to discontinue service.

12.2 Company Right to Disconnect Service Without Notice

The Company reserves the right to disconnect the supply of all service to all or any part of the Customer's Premises without notice in accordance with the IURC Rules for any of the following reasons:

12.2.1 If a condition dangerous or hazardous to life, physical safety or property exists;

12.2.2 Upon order by any court, the IURC or other duly authorized public authority;

12.2.3 If fraudulent or unauthorized use of electricity is detected and the Company has reasonable grounds to believe the affected Customer is responsible for such fraudulent or unauthorized use; or

12.2.4 If the Company's regulating or measuring equipment has been tampered with and the Company has reasonable grounds to believe that the affected Customer is responsible for such tampering.

No disconnection shall invalidate any contract with the Customer and the Company shall have the right to enforce any contract notwithstanding such disconnection.

12.3 Company Right to Disconnect Service With Notice

The Company may disconnect the supply of all service to the Customer's Premises (and refuse to serve any other member of the same household or firm at the same Premises) in accordance with the IURC Rules or other applicable law and with reasonable written notice, which shall be provided to such Customer at the address shown upon the Company's records no less than fourteen (14) days prior to disconnection, for any of the following reasons:

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12.3.1 For non-payment of Bills or failure to post a required security deposit or collateral;

12.3.2 For Customer's denial of access, including through actions not permitting access, by employees of the Company to the Customer's meter or other facilities; or

12.3.3 For any other lawful reason.

12.4 Reconnection Charges

Whenever service has been discontinued at a Premise (1) for non-payment of charges; (2) for failure to provide a security deposit or collateral; (3) at the request of a Customer; or (4) for any other reason authorized under the Company Rules and caused by the Customer's actions, a charge will be made by the Company to cover the cost of reconnection of service, in accordance with the Reconnection Charges shown in Rule 15.

In the event a Customer requests to discontinue service and requests to be reconnected within nine months, the Company may assess an additional charge equal to the applicable Customer Charge multiplied by the number of months the service was disconnected.

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**13. SERVICE CURTAILMENTS**

13.1 Emergency Curtailment Without Regard to Priority

Company reserves the right to order electric service Curtailment without regard to the priority of service when in its judgment such Curtailment is required to forestall imminent and irreparable injury to life, property, or the electric system. Curtailment may include interruption of selected distribution circuits. A Curtailment pursuant to this Rule shall not exceed 72 consecutive hours but may be extended by Order of the IURC.

13.2 Curtailment of Service

The Demand Charges will not be reduced for any billing month because of any disruption, suspension, reduction or Curtailment of the delivery of electric Energy, unless due to fault, neglect or culpability on the part of the Company. In any such event, the Demand Charge shall be reduced for such billing month in an amount determined as follows:

- a. For reductions or Curtailments of electric Energy below Customer's Billing Demand, the Demand Charge shall be reduced by the amount of the number of kilowatts reduced or Curtailed multiplied by the ratio of the number of hours in which the reduction or Curtailment was in force to the total number of hours for the billing period in which the reduction or Curtailment was in force.
- b. With respect to disruption and suspensions of the delivery of electric Energy, the Demand Charge shall be reduced in the proportion that the length of time of all such service disruptions and suspensions during the billing month bears to the total number of hours in the billing Month, excluding scheduled suspensions.

The Company reserves the right to suspend service at any time when necessary to make emergency repairs. For the purpose of making other than emergency repairs or extensions to its lines, the Company reserves the right to cut off the Customer's supply of electric Energy for four (4) consecutive hours on any Sunday, or such other day or days as may be agreed to by the Customer and the Company, provided ten (10) days' notification previous to the hour of cut-off is given to the Customer. Such suspensions being scheduled suspensions referred to above.

Curtailment Procedures

In the event Company encounters or anticipates a power supply disruption, fuel shortage, or transmission/distribution emergency, or any other situation that would render Company unable to meet existing and reasonably anticipated Demands for Electric Service, which determinations shall be within Company's reasonable discretion, Company shall have the right to implement these Curtailment Procedures to maintain and restore service to the extent possible under the circumstances.

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The Curtailment procedures to follow shall comply with Federal and State regulations, FERC, NERC and Reliability *First* Standards, and the Midwest ISO Standards for Curtailment, or their successors.

13.2.1 Curtailment Initiation

In the event a Curtailment is required in the sole judgment of the Company, Company shall have the right to curtail Electric Service to its Customers. Such Curtailment shall be effective as of the date and time specified by Company. Company shall implement its emergency plans for load curtailment to maintain and restore service to the extent possible under the circumstances. When necessary in the sole opinion of Company and to the extent possible, Electric Service shall be maintained to Human Needs Customers or other Customers who would otherwise be curtailed, to the extent necessary and practicable under the circumstances.

13.2.2 Curtailment Notification

If advance notification is possible, Company shall give notification of Curtailment in the most effective manner possible and with as much advance notice as reasonably possible, considering the circumstances and the number of Customers to be notified.

13.2.3 Lifting of Curtailment

Service shall be restored to Customers pursuant to its emergency plans for load curtailment..

A Customer who is mandated to curtail Energy use, either by order of an appropriate governmental agency or under application of these rules and regulations, and who solely because of the mandate becomes subject to the ratchet provisions of an applicable Rate Schedule, will for the period during which the mandate is in effect be excluded from meeting the provisions of the ratchet requirements of the Rate Schedule.



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**14. LIMITATIONS OF LIABILITY**

- 14.1 Neither Company nor Customer shall be liable to the other for any act, omission or event caused by strikes, acts of God, or unavoidable accidents or contingencies beyond its control.
- 14.2 Company shall not be liable for damages for any failure to supply electricity or for an interruption, limitation, or curtailment of Electric Service, whether or not such disruption is ordered by a governmental agency having jurisdiction or duly applicable organization including Midwest ISO, FERC and Reliability *First* Corporation, if such failure, interruption, limitation, or curtailment is due to the inability of Company to obtain sufficient electric supplies at economical prices from its usual and regular sources or due to any other cause whatsoever other than willful default or negligence of Company.
- 14.3 Company shall not be liable for damages caused by wiring, electrical appliances or equipment on Customer's Premises.
- 14.4 Company shall not be liable for damages resulting to Customer or to third persons from the presence or use of electricity or the presence of Company's equipment on Customer's Premises, unless due to the willful default or negligence on the part of Company.

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**15. MISCELLANEOUS AND NON-RECURRING CHARGES**

15.1 Reconnection Charges

Whenever the service has been turned off by the Company in accordance with Rule 12, a charge will be made by the Company to cover the cost of reconnection of service, which charge shall be as follows:

15.1.1 Reconnection at the meter

- |  |          |
|--|----------|
| A. Reconnect during normal working hours<br>(8:00 AM to 5:00 PM)               | \$70.00  |
| B. Reconnect after normal working hours<br>(Monday through Friday)<br>Saturday | \$85.00  |
| C. Reconnect on Sunday and Holidays  | \$100.00 |

15.1.2 Reconnection at the pole

- |  |          |
|--|----------|
| A. Reconnect during normal working hours<br>(8:00 AM to 5:00 PM)               | \$150.00 |
| B. Reconnect after normal working hours<br>(Monday through Friday)<br>Saturday | \$180.00 |
| C. Reconnect on Sunday and Holidays  | \$210.00 |

15.1.3 Reconnection at the pole with an easement

- |  |          |
|--|----------|
| A. Reconnect during normal working hours<br>(8:00 AM to 5:00 PM)               | \$210.00 |
| B. Reconnect after normal working hours<br>(Monday through Friday)<br>Saturday | \$250.00 |
| C. Reconnect on Sunday and Holidays  | \$290.00 |

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15.2 Non-Sufficient Funds

A charge of \$20.00 to reimburse the Company for its cost incident to Non-Sufficient Funds will be assessed.

15.3 After Hours / Same Day Charge.

If Customer requests that electric service be initially connected or disconnected outside of normal business hours or on the same day the request is submitted, Customer shall be charged an After Hours / Same Day Charge of \$55.00 in addition to any other applicable charges for each connection or disconnection.

15.4 Trip Charge.

If Customer schedules an appointment in association with a service request, and the Company's serviceman is not able to gain access to Company's facilities due to the absence of the Customer, the Customer shall be charged a Trip Charge in the amount of \$40.00 at the time an appointment is rescheduled by the Customer.