

Indianapolis Power & Light Company  
One Monument Circle  
Indianapolis, Indiana

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

Original No. 182

RULES AND REGULATIONS  
FOR  
ELECTRIC SERVICE

These Rules and Regulations have been filed with and approved by the Indiana Utility Regulatory Commission, to provide a uniform and equitable basis upon which the transactions between the Company and its Customers are conducted.

Effective December 5, 2018

1. Rates, Rules and Regulations.

- 1.1 A copy of all Rates, Rules and Regulations under which electric service will be supplied is on file with the Indiana Utility Regulatory Commission and may be inspected by the public on the Company's website or in the principal office of the Company, One Monument Circle, Indianapolis, Indiana.
- 1.2 All of the electric service furnished by the Company shall be subject to said Rates, Rules and Regulations, which are by reference made a part of all standard contracts (both oral and written) for service, (except when modified by special contract approved by the Indiana Utility Regulatory Commission), and are at all times subject to revision, change, modification or cancellation by the Company, subject to the approval of the Indiana Utility Regulatory Commission. The failure of the Company to enforce any of the terms of these Rules and Regulations shall not be deemed a waiver of its right to do so.
- 1.3 The Company shall supply, free of charge, a copy of the rate schedules applicable to the types of service available to new applicants for, and existing Customers of, residential service, upon request by the applicant or Customer. Where more than one rate is applicable to the service taken, the Customer shall designate which rate is desired.
- 1.4 Where applicable, the Customer, upon written application, may change from one rate to another once during the first contract year, effective retroactively to the date of connection, and once at the end of each twelve (12) month period thereafter, but not effective retroactively.

2. Written Application or Contract May Be Required.

- 2.1 A written application or contract properly executed may be required before the Company is obligated to supply service. Application for residential service, including residential water heating service, or commercial service for loads of 50 KW or less, need not be in writing unless a written line extension agreement is required under these rules. The Company may reject any application, whether written or otherwise, on account of unpaid charges or any other valid reason authorized by Commission or Company Rules.
- 2.2 Contracts for residential service, and for commercial service under Rate SS with less than five (5) kilowatts of connected load, shall be for no definite term, other than that which is called for in the rate, unless a line extension agreement is also involved. Contracts for all other Customers shall be categorized as follows: Standard Term [not less than thirty (30) months], Short Term [less than thirty (30) months], or Special Contract.
- 2.3 An exception to the immediately preceding paragraph will be made for those agencies of government that, ordinarily, have prospect of using electric service at the premises for thirty (30) months or more, but are limited by statute or by appropriation of funds to making regularly recurring short term contracts, as, for example, for not more than one (1) year. Where the authority of such agencies is so limited, contracts may be made for such period less than thirty (30) months as the agency's authority may require with provision for renewal of successive like terms. Where, however, there is no prospect that an agency of government will use electric service at the premises thirty (30) months or more, contracts will only be made under the conditions of a Short Term Contract or a Special Contract.

3. Standard Term Contract.

- 3.1 The initial term shall begin when the Company first supplies electricity under the contract, unless some other beginning date is stated specifically in the contract. At the expiration of the initial term, the contract shall be renewed automatically for successive like terms unless either party shall have given the other written notice of its desire to terminate the agreement at least sixty (60) days prior to the expiration of the initial term or of any renewal thereof.
- 3.2 Rate changes may be elected by the Customer from time to time, during the life of such contract, as provided in subsection 1.4 above.

4. Short Term Contract.

- 4.1 Service for a term less than thirty (30) months will be supplied under the conditions of a Short Term Contract, which are:
- a. That the Company has adequate generation, transmission and distribution facilities available.
  - b. The Customer shall pay the "Actual Cost" for the line extensions required in accordance with the provisions of subsection 12.2.
  - c. Service bills and the conditions for any such supply will be according to Rate SS or to either Rates SL or PL.

5. Special Contract.

- 5.1 A special contract may be made in case of unusual capacity requirements or load characteristics, unusual investment required or other abnormal condition. Such contract term shall be commensurate with the conditions and shall be subject to the approval of the Indiana Utility Regulatory Commission.
- 5.2 Contracts for Budget Billing shall be available only to residential and small commercial and industrial (Rates SS, SH, SE, CB, UW) customers and shall be renewed automatically unless previously canceled by either the Company or the Customer.

6. Change of Contract Term: Change of Line Extension Contract.

- 6.1 In the event the Customer's use of energy changes from the use contemplated at the time of making the contract, so that it is in the interest of both the Customer and the Company to do so, either or both the term of the service contract and the line extension contract (if any) may be changed to another term conforming to the Company's Rules and Regulations, provided all the conditions of initial service and/or line extension contract have been fulfilled to date of such change. The effective date of the contract change shall be the date it is executed, unless some other date is stated.

7. Modification of Contract.

7.1 No promise, agreement or representation of any agent of the Company, made either before or after the signing of the contract, shall be binding upon the Company, unless the same shall have been incorporated in the contract in writing before the contract is signed and accepted by the proper Officers of the Company.

8. Deposit to Ensure Payment of Bills.

8.1 Residential.

a. A new applicant for residential service may be required to make a cash deposit as a condition of obtaining service unless applicant's creditworthiness is established in accordance with Commission Rule 15(B)(1)(a) and (b) [170 IAC 4-1-15(B)(1)(a) and (b)]. A "new applicant" is an individual who has not previously been a Customer of the Company.

b. The Company may require a cash deposit from an existing Customer when such Customer has been mailed two (2) consecutive disconnect notices or three (3) non-consecutive disconnect notices within the preceding twelve (12) months, or when service has been disconnected for nonpayment. Deposits shall not exceed an amount equal to one-sixth (1/6) of the estimated annual billings for the Customer at the address where service is rendered. If a deposit exceeds seventy dollars (\$70), a Customer may request to pay such deposit in equal installments over a period of two monthly billing cycles. Deposits shall earn interest as follows:

1. For deposits held less than six (6) months as of March 10, 1976:

(i) Where refund is made within twelve (12) months from date of deposit, no interest is payable;

(ii) Where refund is made after twelve (12) months from date of deposit, interest is payable at the rate of three percent (3%) per annum to March 9 and interest at the rate of six percent (6%) per annum is payable from March 10, 1976, to the date of refund;

2. For deposits held six (6) months or more as of March 10, 1976, but less than twelve (12) months from date of deposit, interest is payable at the rate of three percent (3%) per annum from the date of deposit through March 9, 1976, but no interest is payable after that date;

3. For deposits held twelve (12) months or more as of March 10, 1976, interest at the rate of three percent (3%) per annum is payable from the date of deposit through March 9, 1976, and interest at the rate of six percent (6%) per annum is payable from March 10, 1976, to the date of refund;

4. For purposes of computing the twelve (12) month and six (6) month periods set forth herein, the actual date the deposit was fully paid to the Company will be used as the beginning date; and

8. Deposit to Ensure Payment of Bills. (Continued)

8.1 Residential. (Continued)

5. For deposits received on and after March 10, 1976, Commission Rule 15(D) [170 IAC 4-1-15(D)] shall apply.
- c. The term "refunded" as used in Commission Rule 15 (E)(1) [170 IAC 4-1-15(E)(1)], shall include the application of deposits, plus interest, if any, to amounts then due and payable by the Customer to the Company and such application shall constitute a lawful disposition of such deposits. Any sum remaining after the application of any such deposits shall, at the option of the Company, either be shown as a credit on the Customer's account or paid by check, mailed or delivered to the Customer.
- d. Deposits held on March 10, 1976, shall be retained until the Customer qualifies under one of the following criteria:
  1. Such Customer has not had a delinquent bill out of the last nine (9) consecutive bills; or
  2. Such Customer has not had two (2) delinquent bills out of the last twelve (12) consecutive bills; or
  3. Such Customer demonstrates his creditworthiness in accordance with Commission Rule 15(B)(1)(a) [170 IAC 4-1-15(B)(1)(a)].
- e. Deposits acquired after March 10, 1976, shall be retained until the Customer qualifies for a refund under Commission Rule 15(E) [170 IAC 4-1-15(E)]; provided, that the periods set forth in such rule shall run from the date of deposit.
- f. Although a Customer may qualify for a refund of a deposit under Commission Rule 15(E) [170 IAC 4-1-15(E)], such deposit, nevertheless, shall be retained, if the Company is entitled also to take a deposit from such Customer under Commission Rule 15(C) [170 IAC 4-1-15(C)].

8.2 Non-Residential.

The Company shall determine the creditworthiness of all non-residential Customers in an equitable and non-discriminatory manner:

- a. without regard to the economic character of the area wherein the non-residential service is to be located; and
- b. solely upon the credit risk of the non-residential Customer without regard to the collective credit reputation of the area in which the non-residential service will be located.

Each new applicant for non-residential utility service shall be deemed creditworthy and not be required to make a cash deposit as a condition of receiving service if the applicant satisfies the following criteria:

8. Deposit to Ensure Payment of Bills. (Continued)

8.2 Non-Residential. (Continued)

- a. owes no outstanding bills for service rendered within the past four (4) years by any other utility;
- b. during the last twenty-four (24) months that service was provided:
  1. did not have any bills that were delinquent to the utility or, have service disconnected by a utility for non-payment of a bill for services rendered by that utility; and
  2. did not file a voluntary petition, or have an involuntary petition filed against it, under any bankruptcy or insolvency law.

For purposes of this determination, a contested bill shall not be considered delinquent.

If the Company requires a cash deposit as a condition of providing service, then it must immediately send a written notice to the new or existing Customer stating the facts upon which it bases its decision and provide the applicant with an opportunity to rebut such facts and show other facts demonstrating its creditworthiness.

The Company may require a deposit from an existing non-residential Customer when:

- a. the Customer has been mailed disconnect notices for two (2) consecutive months;
- b. the Customer has been mailed disconnect notices for any three (3) months within the preceding twelve (12) month period; or
- c. the service to the Customer has been disconnected for non-payment within the past four (4) years

With respect to existing non-residential customers, deposits can, and will, only be demanded on accounts which are delinquent and; that in the case of an existing customer, only a change in ownership, and not a change in name or corporate structure, will render the customer “new” within the meaning of this rule.

Any deposit or accrued interest shall be promptly refunded to the Customer without the Customer’s request when the Customer:

- a. submits satisfactory payment for a period of either:
  1. twenty-four (24) successive months; or
  2. thirty (30) out of any thirty-six (36) successive months without late payment in two (2) consecutive months; or
- b. demonstrates its creditworthiness by any other means.

8. Deposit to Ensure Payment of Bills. (Continued)

8.2 Non-Residential. (Continued)

Such deposit may be required as a condition for obtaining or continuing service. Deposits taken after the effective date of the Company Rules, shall not exceed one-sixth (1/6) the estimated annual billings for service to the Customer at the address at which service is rendered. Deposits shall earn interest as follows:

- a. For purposes of computing the twelve (12) month and six (6) month periods set forth in this section, the actual date the deposit was fully paid to the Company will be used as the beginning date.
- b. For deposits held less than six (6) months as of March 10, 1976:
  1. Where refund is made within twelve (12) months from date of deposit, no interest is payable; and
  2. Where refund is made after twelve (12) months from date of deposit, interest is payable at the rate of three percent (3%) per annum to March 9 and interest at the rate of six percent (6%) per annum is payable from March 10, 1976, to the date of refund.
- c. For deposits held six (6) months or more as of March 10, 1976, but less than twelve (12) months from date of deposit, interest is payable at the rate of three percent (3%) per annum from the date of deposit through March 9, 1976, but no interest is payable after that date.
- d. For deposits held twelve (12) months or more as of March 10, 1976, interest at the rate of three percent (3%) per annum is payable from the date of deposit through March 9, 1976, and interest at the rate of six percent (6%) per annum is payable from March 10, 1976, to the date of refund.
- e. For deposits received on and after March 10, 1976, interest shall be payable at the rate of six percent (6%) per annum on only those deposits held twelve (12) months or more.
- f. In making a refund of a deposit, the Company may at its option, pay the full amount thereof to the Customer or apply such deposit to amounts then due and payable by such Customer to the Company and any deposit balance remaining after such application may be either paid to the Customer or shown as a credit balance on the Customer's account. Deposits shall not earn interest after the date payment in full has been made to the Customer by mail or personal delivery, or after the date the amount thereof initially has been applied to the Customer's account.

9. Changes of Address, Discontinuance, etc.

- 9.1 Customers must make application to the office of the Company before they commence using electric energy from the Company's system. A Customer will be subject to disconnection without notice if service is used without application.

9. Changes of Address, Discontinuance, etc. (Continued)

9.2 A Customer shall notify the Company at least three (3) days prior to the date such Customer desires service to be disconnected and the Company shall have three (3) working days thereafter to make such disconnection. A Customer after so notifying the Company, shall not be responsible for any service rendered after such three (3) working days, except that any Customer who fails to request disconnection of service as provided herein shall be responsible for the payment for all service rendered by the Company while the account remains in such Customer's name.

9.3 Should a business being served be suspended or discontinued, due to fire or other causes beyond the control of the Customer, the service contract, upon written request by the Customer, shall become inoperative until business is resumed, except for unbilled amounts due the Company for service theretofore rendered by it thereunder, at which time the contract and all of its conditions shall again become operative for the remainder of the term of the contract.

9.4 When a Customer requests that service be disconnected at a given location the Company may, at its election, discontinue service by either making a physical disconnection of the service at such location, or obtaining an actual meter reading and leaving the service connected with the account in the name of another Customer.

10. Assignment of Contract.

10.1 The benefits and obligations of any service contract (except budgeting contracts) shall begin when the Company commences to supply electrical service thereunder, and shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the original parties thereto; provided, that no assignment shall be made by the Customer without first obtaining the Company's written consent.

11. Resale of Energy.

11.1 The electrical energy furnished under any service contract is for the sole use of the Customer. Excepting energy delivered to other public utilities for resale in territory not served by the Company, no energy shall be resold by the Customer except in cases of a temporary nature where it is impractical or inexpedient for the Company to render service to the ultimate consumer, and then only upon written permission obtained from the Company stating the specific use and period of use covered in each request.

12. Overhead Line Extensions.

Where there is a reasonable prospect that the capital expenditure is warranted, the Company will extend its overhead lines and service facilities upon the conditions outlined below, subject to such municipal approval as may be required.



12. Overhead Line Extensions. (Continued)

Definitions.

- a. "Overhead Line Extension" will be construed to include any or all of the following changes of facilities, other than those made by the Company at its initiative and at its expense in the normal growth of its business, for example: an increase of the length or current carrying capacity of an existing single phase or three phase line, a change from a single to a three phase line or an increase of the number or capacity of transformers.
- b. "Developer" means one or more natural or artificial entities that own, improve or remodel real estate.
- c. "Revenue" means the sum of the net billing for thirty (30) consecutive monthly periods (i.e., 2½ years) resulting from the application of the Company's applicable rate for electric service to the total number of kilowatt-hours consumed by the Developer's Project for such periods.
- d. "Cost of Installation" means the estimated expenditure the Company will incur for labor, materials, overhead and supervision in the installation of Electric Lines and associated facilities that are required to serve the Developer's Project.

12.1 Plan A - Overhead Extension of Single Phase and Three Phase Line of Any Capacity. Applicable with Standard Term Contracts Only.

- a. An extension of the Company's service facilities, including changes from single phase to three phase, will be made at the Company's expense if, in the judgment of the Company, the Revenue as computed by the Company exceeds the Cost of Installation as computed by the Company. If the Cost of Installation above exceeds the Revenue above, the Developer must pay the difference to the Company.
- b. Subject to the approval of the Company, one or more Customers of a group may assume more than the average share of the minimum monthly extension guarantee, if it will be more equitable to do so.

12.2 Plan B - Overhead Extension of Single Phase or Three Phase Line of Any Capacity. Applicable with all Short Term Contracts.

- a. There shall be a determination made of the Estimated Cost of the line extension. The Developer shall pay the amount of the Estimated Cost to the Company prior to the commencement of the work.

12. Overhead Line Extensions. (Continued)

12.2 Plan B. (Continued)

- b. A special contract may be required by the Company before it will make extensions involving transformers in excess of 100 KVA single phase (or 300 KVA total) or where unusually large or expensive switching or control equipment will be required.

12.3a Service Connection-Secondary.

The Company will designate the point at which the overhead service connection will be brought to the Customer's building. The point of service contact on the building shall be readily accessible and shall be at the closest point to the Company's pole from which service wires are to be run. The Customer's service entrance conductors shall, if possible, terminate so that the service drops will not cross adjacent property, and will not require the use of an extra pole or poles. Service conductors protruding from the service head for connection to the Company service drop should be at least twenty-four (24) inches for sizes up to No. 4. Larger sizes should extend a minimum of thirty-six (36) inches.

12.3b Service Connection-Substation.

IPL industrial connection requirements—"IPL End User Connection Requirements" document includes the requirements for service from a substation. These requirements meet the "NERC Reliability Standards FAC 001-0". The document is available upon request.

12.4 Service to Additional Customers for an Existing Line Extension.

Each overhead line extension shall be considered as a unit in determining the monthly minimum guarantee and the basis for advances and refunds. Additional Customers may be connected to an overhead line extension already built at the time the additional Customers are connected, provided the inclusion of the new Customers will not increase the cost to the existing Customers. Otherwise, an extension to serve such additional Customers will be treated as a new separate extension. When additional Customers are connected within six (6) years of the completion of such overhead line extension, initial applicants for said extension may be entitled to a refund, in proportion to their respective contributions toward the cost of such extension, an amount equal to two and one-half (2 ½) times the estimated annual revenue from such additional Customers, less the cost to serve such additional Customers; provided, that the total of all refunds to such applicant shall not exceed such applicant's total contribution.

12. Overhead Line Extensions. (Continued)

12.5 Right-of-Way-Tree Trimming.

The above plans for overhead line extensions are contingent upon assistance by the applicant for the service in securing the necessary right-of-way and tree trimming permits or other necessary permits. The Company shall be under no obligation to start construction in the event such rights-of-way or permits cannot be so obtained.

12.6 Title to Line Extensions.

Notwithstanding any payments made by the Customer to the Company covering the cost of an overhead line extension under either of the above plans, the title to the facilities and equipment making up such line extension, shall be and remain in the Company. The Customer shall not be entitled to interest on any amount advanced to assist in financing such extensions.

13. Installation of Underground Lines.

13.1 Underground distribution lines will be installed only where, in the opinion of the Company, such installation is necessary or where it is required by the Commission Rules. The decision whether such lines shall be installed "underground" or "overhead" shall be made by the Company where the matter rests in the Company's discretion. Underground line installations will be made in accordance with the Underground Practices and Procedures (hereinafter referred to as the UPP) set forth below or by special contract approved by the Indiana Utility Regulatory Commission; provided, however, that the UPP shall not be construed as requiring the Company to make any underground installation that in the judgment of the Company, cannot be technologically or economically justified.

13.2 UPP Definitions.

As used in the UPP, the term:

- a. "Developer" means one or more natural or artificial entities that own, improve or remodel real estate.
- b. "Electric Lines" means primary, secondary or service wires exclusively used or intended for the distribution of electric energy within a Residential Development or Commercial Complex at nominal voltages of not more than 15,000 volts, but excluding, without limitation, (i) main feeder lines used or intended for the distribution of electric energy beyond a Residential Development or Commercial Complex at any nominal voltage, and (ii) such other wires as are necessarily or customarily located at or above ground level in an underground system.

13. Installation of Underground Lines. (Continued)

13.2 UPP Definitions. (Continued)

- c. "Residential Development" means (i) five (5) or more contiguous single-family, two-family or mobile home dwellings, either proposed or existing, (ii) eighteen (18) contiguous units for multi-family use, either proposed or existing, or (iii) a combination of (i) or (ii), which may be treated by the Company as a unit for all purposes incident to the underground installation of Electric Lines within the Developer's Project.
- d. "Commercial Complex" means any proposed or existing non-residential development in which one or more businesses are conducted of the type falling within Standard Industrial Classifications 501 through 999 as set forth in the current edition of the Standard Industrial Classification Manual prepared by the Office of Management and Budget of the Executive Office of the President of the United States.
- e. "Developer's Project" means the specific Residential Development or Commercial Complex for which the Developer has made application to the Company for the installation of underground Electric Lines.
- f. "Cost of Installation" means the total expenditure the Company will incur for labor, materials, overhead and supervision in the installation of Electric Lines and associated facilities that are required to serve the Developer's Project.
- g. "Revenue" means the sum of the net billing for thirty (30) consecutive monthly periods (i.e., 2 ½ years) resulting from the application of the Company's applicable rate for electric service to the total number of kilowatt-hours consumed by the Developer's Project for such periods.
- h. "Net Loss" means the cost of removal, plus the reproduction cost new depreciated, less the salvage value of Electric Lines, including associated facilities.

13.3 Terms and Conditions of UPP. (Hereinafter called "Terms and Conditions")

- a. Application Required - The Developer shall make application to the Company for the type underground installation desired designating the location of the Developer's Project affected. Such application shall be reviewed by the Company to determine if the underground installation contemplated is consistent with these Terms and Conditions; the Company shall require the Developer to execute an agreement as to any or all of the matters set forth herein if the Developer is required to participate in the cost of such underground installation.
- b. Payment Required in Advance of Construction - Any payments required to be made to the Company by the Developer pursuant to these Terms and Conditions shall be made in advance of any construction work required by these Terms and Conditions to be performed by the Company.

13. Installation of Underground Lines. (Continued)

13.3 Terms and Conditions of UPP. (Continued)

- c. New Projects - Where the Developer's application involves installation of underground Electric Lines in a Developer's Project not having had electric utility service previously, the Developer shall pay to the Company the amount, if any, by which the estimated Cost of Installation as computed by the Company exceeds estimated Revenue of such project as computed by the Company.
- d. Conversion of Existing Projects - Where the Developer's application involves the replacement of overhead Electric Lines with underground Electric Lines of like electrical capacity rating, the Developer shall pay the estimated Net Loss of the overhead Electric Lines so replaced; in addition, the Developer shall pay to the Company the amount, if any, by which the estimated Cost of Installation as computed by the Company exceeds estimated Revenue of such project as computed by the Company; the Developer also shall assume the responsibility for, and pay the cost of, the trenching and backfilling necessary to the installation of the underground Electric Lines; provided, that the extent to which such overhead Electric Lines may be replaced with underground Electric Lines shall be within the sole discretion of the Company to determine, consistent with sound engineering and economic principles.
- e. Upgrading of Existing Projects - Where the Developer's application involves the replacement of overhead Electric Lines with underground Electric Lines having a greater electrical capacity rating, the Developer shall pay to the Company the amount, if any, by which the estimated Cost of Installation as computed by the Company exceeds estimated revenue of such project as computed by the Company; in addition, the Developer shall assume responsibility for, and pay the cost of, the trenching and backfilling necessary to install the underground Electric Lines; the Developer also shall pay the estimated Net Loss of only those overhead Electric Lines which are replaced with underground Electric Lines of a like electrical capacity rating; provided, that the extent to which overhead Electric Lines may be replaced with underground Electric Lines shall be within the sole discretion of the Company to determine, consistent with sound engineering and economic principles.
- f. Data Required of Developer - The Developer shall furnish the Company with building plans, site plans, building layouts, electrical load information, street addresses and other such data sufficiently in advance for the Company to meet service requirements, and in sufficient detail to enable the Company to determine the type, capacity and extent of the Electric Lines to be installed.
- g. Functions Comprising Company Work - The work to be performed by the Company in the underground installation of Electric Lines may include, without limitations, all or any part of the following functions: planning, engineering, scheduling, material purchasing, construction, metering and connection.

Should the developer make any changes in the plans or other data to be filed with the Company pursuant to subsection 13.3 f. which necessitate revisions in any or all such functions, the Developer shall pay all costs incurred by the Company as a result thereof.

13. Installation of Underground Lines. (Continued)

13.3 Terms and Conditions of UPP. (Continued)

- h. Developer to Furnish Easements - The Developer shall furnish, at no cost to the Company, all easements and rights-of-way in, on, over and through private real estate for the installation of the Electric Lines to serve the Developer's Project. The Company reserves the right to specify the routes, locations and conditions of such easements and rights-of-way.
- i. Developer to Furnish Conduit - The Developer shall furnish and install all conduit for those Electric Lines running from the meter facility or junction box away from the permanent structure either to the point where all paved patios, sidewalks, driveways and other paved areas are cleared by at least two (2) feet, or to such other point as the Company may designate in writing to the Developer; the Developer shall be responsible for, and pay the cost of, all trenching and backfilling that is required to install such conduit, irrespective of the type of Developer's Project involved, and the cost of such trenching and backfilling as originally estimated by the Company shall be deducted<sup>1</sup> from the estimated Cost of Installation; provided, that in the event there are no such paved areas to be cleared, the Developer shall install all conduit from the meter facility or junction box down the outside surface of the permanent structures to a depth of eighteen (18) inches below grade level.
- j. Developer's Responsibility as to Trench Routes - With respect to the trench routes which the Company is required by these Terms and Conditions to trench and backfill, the Developer shall (i) stake all property corners, permanent structures and all underground facilities which are the Developer's responsibility to locate within the Developer's Project, (ii) grade such trench routes to within four (4) inches of final grade, (iii) clear therefrom all surface and subsurface obstructions, which prevent the use of standard trenching equipment, to a depth of forty-two (42) inches below final grade, and (iv) be responsible for maintaining the grade and clearance of such trench routes during and subsequent to the Company's work in installing the Electric Lines underground. Any damage to persons or property resulting from the failure of the Developer, or the successors or assigns thereof, to maintain said clearance or to establish a grade that will provide a depth for the Company's Electric Lines of at least forty-two (42) inches below the surface of the ground, shall be assumed and paid for by the Developer, or the successors or assigns thereof responsible for such failure. Provided, nothing in this subsection 13.3j. shall preclude the Developer from doing all the trenching and backfilling required for the installation of Electric Lines underground at his own cost and expense, and the cost of such trenching and

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<sup>1</sup> Such deduction shall be made only to the extent that such trenching and backfilling costs were included in the Cost of Installation.

13. Installation of Underground Lines. (Continued)

13.3 j. Terms and Conditions of UPP. (Continued)

backfilling as originally estimated by the Company shall be deducted from the estimated Cost of Installation. If the Company, at the request of the Developer, employs nonstandard methods or equipment not contemplated in this subsection 13.3j., the Developer shall pay the difference in cost between the standard method as estimated by the Company and such nonstandard method. The Company reserves the right at any time, to postpone any part of the work of installing Electric Lines underground due to excess moisture, frozen ground or any other condition beyond its control. When the revenue for an Individual Single Dwelling Unit exceeds the Cost of Installation, the Company may elect to allow the Developer to install the trench and the Company may reimburse the Developer the cost of the trench at an amount to be determined by the Company. Any damage to persons or property resulting from said trenching shall be assumed and paid for by the Developer or the successors or assigns thereof.

- k. Developer to Protect Landscaping - The Developer assumes all responsibility for the protection of landscaping during the Company's underground installation of Electric Lines and for any replanting or reseeded of the trench routes that may be required as a result of such installation.
- l. Developer's Work Subject to Company Standards - Any work required by these Terms and Conditions to be performed by the Developer shall be done in accordance with the most recent issue of the Company's "Electric Service and Meter Manual." A copy of the "Electric Service and Meter Manual" is available at the Company's main office and on its website (iplpower.com). The timely completion of such work by the Developer shall be a prerequisite to the Company's obligation to perform the work required of it hereunder and to render electric utility service to the Developer's Project.
- m. Company's Work Limited to Its Standards - The utilization of voltages and configurations for underground installation of Electric Lines is limited to those set forth in the most recent issue of the Company's "Electric Service and Meter Manual". Deviations from such "Electric Service and Meter Manual" may be permitted; provided, the Developer agrees, in advance, to pay the cost thereof and the Company has given its prior written consent. Any provision of the "Electric Service and Meter Manual" of the Company which is in conflict with these Terms and Conditions shall be deemed amended to conform to these Terms and Conditions.

13. Installation of Underground Lines. (Continued)

13.3 Terms and Conditions of UPP. (Continued)

- n. Connection Points Determined by Company - The Company shall install the underground Electric Lines for the Developer's Project from the nearest point of connection with the Company's existing and unaltered primary or secondary service lines to each of the meter facilities or junction boxes located outside on the permanent structures comprising the Developer's Project. The Company reserves the right to determine the location of all connection points, including, without limitation, termination and metering points.
- o. Indianapolis Secondary Network Excluded - Notwithstanding anything herein to the contrary, these Terms and Conditions shall not apply to any underground secondary network that is now or may be hereafter established by the Company in areas of high load density located within the Company's service area.
- p. Underground Installation to Less than Five Dwelling Units - Notwithstanding anything herein to the contrary, the Company may install underground Electric Lines:
  - 1. To less than five (5) existing single-family, two-family or mobile home dwelling units in areas predominantly served with overhead Electric Lines, upon agreement that the Developer thereof shall (i) do all trenching and backfilling required for such installation; (ii) install a conduit, together with fittings, conforming to Company specifications, running from the meter facility away from the permanent structure either to the point where all paved patios, sidewalks and driveways and other paved areas are cleared at least two (2) feet or to such other point as the Company may designate in writing to the Developer; and (iii) comply with any other provisions of these Terms and Conditions not inconsistent with this subsection.
  - 2. To less than five (5) new or proposed single-family, two-family or mobile home dwelling units in accordance with subsection 13.3c. and all other applicable provisions of these Terms and Conditions.

- 13.4 Underground Extensions in Underground Network Districts - In the district in which electrical energy is supplied from underground secondary network, the Company will, when necessary for its convenience, extend its underground service wires to the outside walls of the Customer's basement at a point adjacent to Company's existing manhole. All other expenses will be paid for by the Customer.



14. Description of Equipment to be Served.

14.1 The Customer shall, upon request of the Company, present in writing to the Company a list of the devices which are to be served by the Company's lines and the location of the premises to be served; and the Company will then inform the Customer as to the voltage and other characteristics of the service it will furnish.

15. Right-of-Way Permits.

15.1 The Customer shall obtain and provide, on forms provided by the Company, all necessary right-of-way in, on, over or through private property for the installation and maintenance of all poles, wires, transformers, conduits or other equipment necessary or convenient for supply of service to such Customer and other Customers in the area.

15.2 The Company shall have the right to install, construct and maintain such poles, wires, fixtures and other equipment (overhead and underground) on Customer's property or on easements or public right-of-way adjacent to Customer's property and shall have the right to maintain such poles, wires, fixtures and other equipment.

15.3 The properly authorized agents of the Company shall have the right, at all reasonable times, to enter upon the premises of the Customer for the purpose of installing, meter reading, inspecting, repairing or replacing appliances used in connection with the supply of service to the Customer and others and, upon termination of the service contract, for the purpose of obtaining a meter reading prior to physical disconnection and for removal of the Company's property.

15.4 Failure of any Customer to comply with subsections 15.1, 15.2 and 15.3 hereof, shall be sufficient cause for the Company to refuse, withhold or disconnect service to such Customer until compliance therewith has been obtained.

16. Space for Company's Meters, Transformers and Appliances.

16.1 When the character of service requires it, the Customer shall provide, free of expense to the Company, and near the service entrance, a suitable and dry space or room for the necessary meter, any and all auxiliary apparatus, distribution transformers or other appliances which may be furnished by the Company. Such spaces or rooms shall be kept easily accessible at all times, shall not be used for storage purposes and shall be kept free of foreign materials of any nature. Meter base must be installed outside of premise with four (4) feet of clearance and unrestricted access (new construction and/or altered electrical service installations).

17. Customers' Wiring.

- 17.1 The Applicant for electrical service shall provide and install the necessary wiring and service entrance equipment at his own expense. All such wiring and equipment shall be constructed and maintained entirely in accordance with the current Meter Service Rules of the Company and shall be subject to the approval of any inspectors authorized by law. All subsequent installations or changes shall also be inspected and approved before connection to the Company's system.
- 17.2 The Company reserves the right to seal and/or lock all meters, metering equipment and fused or unfused switches, together with any enclosures, gutters or raceways containing un-metered circuits, whether any of such equipment has been furnished by the Customer or the Company; and to keep all of the foregoing sealed to the exclusion of all other parties.
- 17.3 No radio, wireless telegraph, wireless telephone or any other equipment may be connected to the Company's lines, poles, crossarms or structures, except in accordance with the requirements of the Company and upon written permission obtained from the Company for each installation.
- 17.4 When, in its judgment, it is expedient to do so, the Company shall have the right to install at its expense outdoor type "Inverted Sequence" meters upon the premises of the Customer.
- 17.5 All neon, fluorescent or other types of lighting or luminous display equipment installed after September 25, 1944, shall include, if necessary, auxiliary power factor corrective devices, as a part of or in connection with it, so that each unit of such equipment, or each group of such equipment that is controlled as a unit, will operate with a power factor of ninety percent (90%) (lagging) or higher. Such power factor corrective auxiliaries shall be so installed as to be de-energized when the equipment it corrects is not in operation.

Any such equipment installed prior to the above date will be considered as a new installation and be subject to the above regulation in case it is rearranged, replaced or removed to a new location subsequent to that date.

- 17.6 In multiple tenancy buildings where each tenant is to be separately served as a Customer of the Company, the wiring in such buildings shall be arranged and provision shall be made for the setting of the Company's meters so that the consumption of electric energy by one (1) Customer will not register on the meter of another and disconnection of service to one (1) Customer will, in no way, interfere with service to another. No Customer on such premises may interfere with or interrupt service to another Customer. The Company may withhold service from any such multiple tenancy building until this rule is complied with, and for violations of this rule, the Company shall have the right to discontinue service to all Customers on the premises, after fourteen (14) days written notice, without liability to any of them.

18. Motor Installations, Etc.

- 18.1 The Customer shall install only motors or other apparatus or appliances that have the approval of the Company as being suitable for operation with the character of service designated and supplied by the Company, and the electrical energy must not be used in any manner to cause unreasonable voltage fluctuations in the Company's distribution system, or in the premises of other Customers. The Company may require the Customer to make such changes in his equipment, or of his use of the equipment, or to install such corrective equipment as may be necessary to eliminate fluctuating or unbalanced loads.
- 18.2 All apparatus used by the Customer shall be of such a type as to secure the highest practicable commercial efficiency and power factor and the proper balancing of phases. With three wire, single phase systems, the load must be balanced so that the current flowing in the neutral wire shall not at any time exceed the current flowing in either outer wire by more than four percent (4%). With three phase systems, the energy flow must be balanced so the variations between any two phases shall not at any time exceed twenty percent (20%).
- 18.3 Motors started frequently or motors arranged for automatic control must be of a type to give maximum starting torque with minimum current and, together with their controlling equipment, must be subject to the approval of the Company.
- 18.4 Elevator installations, cranes, hoists or other equipment subject to damage because of phase failure or reversal should be equipped with reverse phase relays or other devices for automatically locking the circuits open in case of such contingencies.
- 18.5 The Customer shall pay the cost of any special installation necessary to meet his requirements for service at other than standard voltages, phase or frequency, or for the supply of closer voltage regulation than is required by standard practice.

19. Notice to the Company Before Increasing Load.

- 19.1 The service connections, transformers, meters and appliances supplied by the Company have a definite capacity which must not be exceeded, and no substantial increase of the Customer's equipment or its electrical requirements will be permitted except upon written request to and consent by the Company. The Company reserves the right to disconnect service, upon fourteen (14) days written notice, to any Customer upon violation of this rule.

20. Meters to be Installed by the Company.

- 20.1 All electrical energy, unless specified otherwise, shall be measured by a meter or meters (which includes all auxiliary and supplemental measuring instruments) of standard manufacture, installed by the Company upon the Customer's premises in accordance with Commission Rule 5 [170 IAC 4-1-5] and the Meter Service Rules of the Company in force at the time of installation. If said meters or other appliances belonging to the Company are willfully tampered with, damaged or destroyed due to negligence or misuse by the Customer, or any member of his family, or by any officer, agent or employee of the Customer, then the cost of the necessary repair or replacement shall be paid by the Customer.

20. Meters to be Installed by the Company. (Continued)

- 20.2 The Company will furnish one main watt-hour meter (including such auxiliary meters and instruments that may be required to supplement it) to enable the measurement of and billing for all energy of like character supplied to the Customer for each service classification on the same premises. A separate bill will be rendered for the energy passing through and measured by each separate metering installation. An exception to the above may be made where three phase four wire supply is available. In such case, three phase and single phase energy will be measured and billed through one meter, whenever practicable.
- 20.3 When the Customer requires, for his own use and convenience, more than one main watt-hour meter (as described in the preceding paragraph) for each supply of like character on the same premises, any and all expense of installation and operation of the added equipment shall be borne entirely by the Customer.
- 20.4 When, in the judgment of the Company, it is necessary to furnish more than one meter for each supply of like character on the same premises, because of practical conditions of measurement, engineering, safety, legal or other reasons, the Company will furnish such additional equipment that it considers necessary, and will render the bills for such service as if the energy were supplied through a single meter.
- 20.5 When the convenience of the Company requires more than one watt-hour meter to be installed in one building or more than one building, on the same premises for one Customer under one contract, the KWH readings of said meters shall be taken collectively in determining the rate to which the Customer is entitled. Under no other condition shall the KWH meter readings be taken collectively.

21. Incorrect Registration of Meter.

- 21.1 Whenever it is discovered that a meter is not registering correctly, adjustments covering such inaccuracy shall be made in accordance with Commission Rule 14(A) [170 IAC 4-1-14(A)].
- 21.2 Any other determinable billing error, including incorrect rate application, shall be adjusted to the known dates of error, date of connection of current Customer, or one (1) year, whichever is shorter.

22. Transformers.

- 22.1 The Company will own, install and maintain the necessary distribution transformers unless otherwise expressly provided for.

23. Continuity of Supply.

23.1 The Company will use reasonable diligence in providing a regular and uninterrupted supply of energy; but, if the supply should be interrupted or fail by reason of accidents, strikes, acts of God, legal process or procedure, Federal, State or Municipal action or interference, or extraordinary repair, the Company shall not be held liable for damage, and such interruptions or failures shall not invalidate any of the covenants of the contract.

23.2 The Company shall have no duty to provide advance warning of interruption of supply. If the Customer is installing sensitive electronic equipment which requires a continuous power supply, it is his responsibility to provide for this need. In any case of deficiency of supply or any trouble with the electric service, notice shall be given promptly to the office of the Company.

24. Release of Company from Liability.

24.1 The Company shall not be liable for any interruption of service caused by defective wiring or Customer's appliances on the Customer's premises.

24.2 The Company shall not be liable for damages resulting to the Customer, or to third persons, from the use of electricity, interruption of service or supply, or the presence of the Company's property on the Customer's premises, unless due to willful default or neglect on the part of the Company.

25. Company Reserves the Right to Discontinue Supply.

25.1 The Company shall have the right, subject to any provision of Commission Rule 16 [170 IAC 4-1-16] to the contrary, to discontinue service without notice and remove any of its property from the Customer's premises without legal process, for any of the following reasons:

- a. To facilitate emergency repairs;
- b. For want of supply of electric energy;
- c. Where tampering or the fraudulent or unauthorized use of electricity is detected, or where the Company's regulating or measuring equipment or other facilities have been tampered with and the Company has reasonable grounds to believe the affected Customer is responsible for such use or tampering;
- d. Where a condition dangerous or hazardous to life, physical safety or property exists; or
- e. By order of any court, the Indiana Utility Regulatory Commission, or other duly authorized public authority.

25. Company Reserves the Right to Discontinue Supply. (Continued)

- 25.2 The Company may discontinue service after fourteen (14) days prior written notice to a Customer for any of the following reasons:
- a. For nonpayment of a delinquent bill;
  - b. For violation of any Company Rule or an unsafe condition;
  - c. For breach of the service contract or line extension contract; or
  - d. For misrepresentation of facts upon which the Company was induced to render service.
- 25.3 If, for any reason, the Company has issued a notice of disconnection of service, but because of a medical postponement or bill payment extension agreement such service was not disconnected pursuant to such notice, the Company may disconnect such service without further notice, upon the expiration of such postponement or any breach of such extension agreement.
- 25.4 Such discontinuance, provided for in subsections 25.1, 25.2 or 25.3 above, shall not, however, invalidate any of the covenants of the contract or Company Rules; and the Company shall have the right to enforce any contract notwithstanding such discontinuance.

26. Bills, Payment of Bills.

26.1 Bill Due Dates:

- a. Electric service bills, including budget bills, are issued each month as net bills. The net amount, as indicated on the bill, is due and payable upon receipt. If payment of the net amount is not received by the Company or a duly authorized collection agent within seventeen (17) days after the bill is sent to the Customer, the bill is delinquent. The net amount plus the late payment charge then becomes due. If the bill remains unpaid at the next billing date, a bill with a disconnect notice will be sent to the Customer, requiring payment of the delinquent amount within fourteen (14) days of the date the notice was sent. If such payment is not received by the expiration of such fourteen (14) day period, service is thereafter subject to disconnection. Partial payments and payments on bills with disconnect notices will not be accepted by duly authorized collection agents. When the due date falls on Saturday, Sunday or any legal holiday, the first business day thereafter shall be the due date. Failure to receive a bill shall not entitle the Customer to the net bill if he fails to make payment within the said seventeen (17) day period, nor shall it affect the right of the Company to discontinue service as provided above.
- b. The Due Date Deferral Plan will be available to any Customer who meets the following conditions:

26. Bills, Payment of Bills. (Continued)

26.1 Bill Due Dates. (Continued)

1. Who either receives a social agency, Social Security or pension check and who is not engaged in any full-time employment, including self-employment; and
2. Whose normal due date occurs either during the period from and including the 21st day of a particular calendar month through and including the 4th day of the following calendar month; and
3. Whose bill is in the Customer's own name and is served under a single-family residential rate. The service must be for the Customer's primary residence and of which residence the Customer is the head of the household.

If an eligible Customer's due date occurs as follows: (i) during the period from and including the 21st day of a particular calendar month through and including the last day of such calendar month, then Customer's due date may be extended to the 5th day of the next following calendar month, or (ii) during the period from and including the 1st day of a particular calendar month through and including the 4th day of such calendar month, then Customer's due date may be extended to the 5th day of the same calendar month. If such Customer fails to make payment of a net bill for any service covered by the Due Date Deferral Plan, the late payment charge shall be imposed. If such a Customer fails to make payment by the Deferred Due Date more than twice in a twelve (12) consecutive calendar month period, then such Customer shall not be eligible for the Due Date Deferral Plan for the following twelve (12) consecutive calendar month period.

- 26.2 If the Company is justified in discontinuing service to a Customer at one location, the Company shall have the right, subject to any provision of Commission Rule 16 [170 IAC 4-1-16] to the contrary, to transfer unpaid charges to the same Customer at any other location at which the Company is rendering service to such Customer, notwithstanding separate service contracts may be in effect for each location. Furthermore, the Company, upon fourteen (14) days advance written notice, shall have the right, subject to any provision of Commission Rule 16 [170 IAC 4-1-16] to the contrary, to discontinue its service to a Customer at any location to which the charges have been transferred because of such Customer's failure to pay such charges within the time prescribed in subsection 26.1 above.
- 26.3 All bill payments must be received in the office of the Company or by a bank duly authorized as a collection agent on or before the stated due dates to avoid late payment charges and interruption of service.

26. Bills, Payment of Bills. (Continued)

- 26.4 When service is disconnected for nonpayment of a bill, or whenever for any reason beyond the control of the Company, except acts of God, a reconnection of service is required by any Customer, a minimum charge of forty-four dollars (\$44.00) will be made by the Company to cover the cost of reconnection of the service. If the service reconnect is at the pole or transformer, a minimum charge of seventy dollars (\$70.00) will be made to cover the cost of the reconnection of the service. If the Customer requests service reconnection after hours or Saturday, the charge will be sixty-four dollars (\$64.00). If the Customer requests service reconnection on Sundays, the charge will be sixty-three dollars (\$63.00). If the Customer requests service reconnection on Holidays, the charge will be one hundred and eighteen dollars (\$118.00). This charge together with any arrears due the Company, the disconnection charge and any service deposit required by the Company must be paid before the service is reconnected.
- 26.5 When a trip to the Customer's premises is necessary regarding an unpaid bill, either:
- a. A charge of seventeen dollars (\$17.00) will be made if the service is not disconnected and Customer is advised to contact the business office; or
  - b. A charge of twenty-two dollars (\$22.00) will be made if the service is disconnected at the meter. A charge of sixty-nine dollars (\$69.00) will be made if the service is disconnected at the pole or transformer.
- 26.51 When a trip to the Customer's premises is necessary regarding an unpaid Rate MU-1 or Rate APL bill:
- a. A minimum charge of twenty-two dollars (\$22.00) will be made for each control point disconnected. A control point may turn off a single light or series of lights; however, the Company will charge only for each control point disconnected to remove the affected light(s) from service.
  - b. A charge of forty-four dollars (\$44.00) will be made for each control point visited to reconnect lighting services that were disconnected for nonpayment of a bill.
- 26.6 When a Customer issues a check payment to the Company which is not honored by the bank, a charge of twenty dollars (\$20.00) will be billed to the Customer for each such dishonored check payment.
- 26.7 All bills involving a consideration of the Customer's demand shall show the demand and energy used, and any other modifying conditions, necessary in their calculation.



26. Bills, Payment of Bills. (Continued)

- 26.8 When the Company detects fraudulent or unauthorized use of electricity, or the Company's regulation, measuring equipment or other service facilities have been tampered with, the Company may reasonably assume that the Customer or other user has benefited by such fraudulent or unauthorized use or such tampering and, therefore, is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and for the cost of field calls and the cost of effecting repairs necessitated by such use and/or tampering; provided, that the Company may make a minimum charge of sixty-four dollars (\$64.00) for the first and second occurrence for such field calls and repairs. On the third tampering occurrence, the Company may make a minimum charge of one hundred sixty-four dollars (\$164.00). Under such circumstances the Company may, subject to any provision of Commission Rule 16 [170 IAC 4-1-16] to the contrary, disconnect service without notice and the Company is not required to reconnect the service until a deposit and all the above enumerated charges are paid in full.
- 26.9 The Company may charge one dollar (\$1.00) when the Customer has submitted payment without the appropriate bill stub(s) for any three (3) or more months within the preceding twelve (12) months.

27. Estimated Bills.

- 27.1 An estimated bill may be issued when an actual meter reading cannot be obtained for any reasons permitted under Commission Rule 13(d) [170 IAC 4-1-13(d)]. Any difference between the estimated bill and the Customer's actual usage will be adjusted in accordance with the next meter reading.

27. Estimated Bills. (Continued)

27.2 If a meter is tampered with or found not to register accurately for any period, the Company shall estimate the charges for service used by averaging the amounts registered on the meter over similar periods, preceding or subsequent thereto, or over corresponding periods in previous years.

28. Disconnection of Meter After Continued Non-Reading.

28.1 When the Company's agents are unable to have safe and reasonable access during the Company's normal business hours to any meter, for a continuous period of three (3) months, the Company may disconnect after fourteen (14) days written notice, until suitable arrangements can be made for the regular monthly reading of such meter.

29. Residential Service.

29.1 The term "Residential Service" includes service to:

- a. The separate dwelling units in an apartment house, but not the halls, basement or other portions of such building common to more than one such unit;
- b. The premises occupied as the living-quarters of five persons or less who unite to establish a common dwelling-place for their own personal comfort and convenience on a cost-sharing basis;
- c. The premises owned by a church, and primarily designated or set aside for, and actually occupied and used as, the dwelling-place of a priest, rabbi, pastor, rector, nun or other functioning Church Divine; or
- d. Private dwellings in which space is occasionally used for the conduct of business by a person residing therein.

29.2 The term does NOT include service to:

- a. Premises institutional in character including Master-Metered Apartments, Clubs, Fraternities, Orphanages or Homes;
- b. Premises defined as a rooming or boarding house in the Indianapolis Municipal Code, or hotels/motels; or
- c. The space in an apartment or other residential building primarily devoted to a professional or other office, studio or other gainful pursuit.

29. Residential Service. (Continued)

29.3 In borderline cases, in which the principal use of energy will be for residential purposes, but it is desired to utilize a small amount of energy for non-residential purposes, such non-residential use will be permitted only when the equipment for such use is within the capacity of one 120 volt, 30 ampere branch circuit (or is less than 3000 watts capacity) and the non-residential consumption is less than the residential use on the premises. When the non-residential equipment exceeds the above stated maximum limit, the entire non-residential wiring must be separated from the residential wiring, so that it may be metered separately, and the non-residential load will be billed under the appropriate general service rate.

30. Service to Multiple Living Quarters.

30.1 Where electrical energy is supplied through one meter and billed to one Customer and serving two but not more than five separate living quarters, and when the entire use of the service is for residential purposes, the Customer shall, by written application to the Company, elect whether:

- a. The service will be classed as residential, in which case, for billing purposes, the blocks of the residential rate shall be multiplied by the number of living quarters served through the meter; or
- b. The service shall be classed as commercial, in which case, for billing purposes, the commercial rate shall be applied on the basis of a single Customer.

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

This rule has no application to rooming houses, which will be served only under the general service rate.

31. Exclusive Supply of Installation Connected.

31.1 No other source of electric light or power supply shall be used by the Customer on the same installation in conjunction with the Company's supply. Exceptions to the above may be made for auxiliary power supply covered under special contract or for emergency generating units to be used only in the event of failure of Company's power supply and only through suitable switches to insure that the Customer's emergency generation is isolated from the Company's lines at all times.

32. Three Phase Service - Minimum Installation.

32.1 Three phase service will be supplied only where the Company has the lines available, but no connection will be made for less than five (5) horsepower, nor will the bill be based upon less than four (4) kilowatts.

33. Determination of Customer's Demand.

- 33.1 The Customer's demand upon the Company's facilities will be determined by permanently installed meters of suitable design. Any demand resulting from unusual conditions, not conducive to practical or accurate metering, will be estimated and added, for billing purposes, to the measured demand.
- 33.2 When more than one demand meter is used to determine the Customer's demand upon the Company's facilities the kilowatts of demand that are used in computing the bill shall be based upon:
- a. The sum of the maximum demands of the several meters, without any consideration of their time of occurrence in the month, when the use of more than one meter is required by the Customer; or
  - b. The sum of the simultaneous demands of the several meters, as near as can be determined practically, when the use of more than one meter is required by the Company.
- 33.3 The Billing Demand applicable for all Customers using Firm Service shall be determined as is stated in the rate available for that service.
- 33.4 The Billing Demand applicable for Reserve, Auxiliary or Stand-by Service shall be determined as is stated in the rate available for that service.

34. Extension of Customer's Lines Beyond the Point of Supply.

- 34.1 All cost of extending the Customer's lines beyond the point of supply on his premises shall be at the expense of the Customer. Service will not be supplied to the Customer if any part of such extension is along or across any public highway, street or alley or across the property of any other person or corporation.
- 34.2 It is recognized that in some instances an industrial, commercial or institutional establishment operating as an integrated unit, extends to both sides of a street or streets and would comprise a single area were it not for the intervening street. In such case, the rule above (with respect to an extension along or across a public street) shall not apply, provided the Customer shall have made written request for and the Company shall have agreed in writing to supply such premises as an integrated unit. This exception is not to be construed to permit the extension of a line between two or more integrated but separate premises, or an extension of a Customer's line across or along a public street to supply two or more residential, commercial or other non-industrial premises.

34. Extension of Customer's Lines Beyond the Point of Supply. (Continued)

34.3 In no case will the Company be responsible for the maintenance or safety of service lines extended beyond the point of supply regardless of the fact that they may be located on a public thoroughfare, nor will the Company assume any responsibility with respect to obtaining consent of Municipal, County or State authorities for the construction and location of such lines.

35. Voltage of Measurement and Billing.

35.1 All measurements will be done at the voltage stated in the rate, unless it is necessary and practical that the Company measure at some other voltage. All bills will be computed at the voltage stated in the rate.

36. Service Lines Installed by Customer.

36.1 Service lines (conductors and equipment for delivering energy, not to exceed 600 volts, from the electric supply system to the wiring system of the premises served) may be installed by a Customer subject to Company specifications and inspections. Customer must either submit a satisfactory design or plan to the Company or reimburse the Company for its design or plan before proceeding with any work. The Company may refuse to energize such line unless the same is adequately inspected by the Company. The Company has no responsibility or liability for any service lines installed by a Customer with respect to any property damage or personal injury directly or indirectly resulting from such line, notwithstanding an inspection thereof by the Company.

37. Cancellation of Prior Rules and Regulations.

37.1 These Company Rules are intended to and do supersede and cancel all former Rules and Regulations now on file with respect to the matters included herein.