

TERMS AND CONDITIONS OF SERVICE

1. Tariffs, Terms and Conditions of Service.

Electric service furnished by the Company is subject to Tariffs and Terms and Conditions of Service which are at all times subject to revision, change, modification, or cancellation by the Company, subject to the approval of the Indiana Utility Regulatory Commission, and which are, by reference, made a part of all standard contracts (both oral and written) for service. Failure of the Company to enforce any of the terms of these Tariffs and Terms and Conditions of Service shall not be deemed a waiver of its right to do so.

A copy of all Tariffs and Terms and Conditions of Service is on file with the Indiana Utility Regulatory Commission and may be inspected by the public in any of the Company's business offices. Upon request, the Company will supply, free of charge, a copy of the rate schedules applicable to service available to existing customers or new applicants for service. When more than one rate schedule is available for the service requested, the Customer shall designate the rate schedule on which the application or contract shall be based. Where applicable the customer may change from one rate schedule to another, as specified by tariff or contract, upon written application to the Company. A customer may not change from one tariff to another in less than 12 months or during the term of contract except with the consent of the Company. In no case will the Company refund any difference in charges between the rate schedule under which service was supplied in prior periods and the newly selected rate schedule.

2. Application.

A written agreement may be required from each customer before service will be commenced. A copy of the agreement will be furnished to the customer upon request.

When the customer desires delivery of energy at more than one point, a separate agreement may be required for each separate point of delivery. Service delivered at each point of delivery will be billed separately under the applicable tariff.

3. Bills for Electric Service.

Bills for electric service will be rendered monthly at intervals of approximately 30 days in accordance with the tariff applicable to the customer's service.

All bills are rendered as "net" bills which will be subject to a late payment charge if not paid within 17 days after the bill is mailed; provided, however, that any governmental agency shall be allowed such additional period of time for payment of the net bill as the agency's normal fiscal operations require, not to exceed 30 days. The late payment charge to be added to bills of \$3 or less shall be 10 percent of the amount of the bill, and to bills in excess of \$3, the amount to be added to the bill shall be 10 percent of the first \$3 plus 3 percent of the amount of the bill in excess of \$3.

(Cont'd on Sheet No. 3.1)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3)

A customer shall be charged \$20 for any dishonored, negotiable instrument received in payment for a bill rendered by the Company, unless the customer shows that the financial institution was in error.

Failure to receive a bill shall not entitle the customer to pay the net bill after the designated payment date has passed. Upon request the Company will advise the customer of the approximate date on which the bill will be mailed each month, and if the bill is lost, the Company will issue a duplicate.

It may be necessary for the Company to render a bill on an estimated basis if extreme weather conditions, emergencies, work stoppage, or other circumstances of force majeure prevent actual meter readings. Any bill rendered on an estimated basis shall be clearly and conspicuously identified.

In the event of the stoppage of or the failure of any meter to register an accurate amount of energy consumed, the customer will be charged or credited for such period on an estimated consumption based upon his use of energy in a similar period of like use. This estimation shall include adjustments for changes in customer's load during the period the meter was not registering properly. All such billing errors will be adjusted to the known date of error or for a period of one year, whichever is shorter.

Residential customers using electric service shall have the option of paying bills under the Company's Average Monthly Payment Plan (AMPP). Residential customers enrolled under the Company's Equal Payment Plan (EPP) as of February 28, 2013 shall have the option of continuing under the EPP. Both of the Company's budget billing plans, AMPP and EPP are described below.

Under the Equal Payment Plan (EPP), the total service for the succeeding 12-month period is estimated in advance and bills are rendered monthly on the basis of one-twelfth of the 12-month estimate. The Company may at any time during the 12-month period adjust the estimate so made, and the bills rendered in accordance with such estimate, to conform more nearly with the actual use of service being experienced.

In case the actual service used during any equal payment period exceeds the bills as rendered on the EPP, the amount of such excess shall be paid on or before the due date of the bill covering the last month of the equal payment period in which such excess appears. Such excess may be added to the estimated use for the next normal equal payment period of 12 months and shall be payable in equal monthly payments over such period, except that if the customer discontinues service with the Company under the EPP, any such excess not yet paid shall become payable immediately. In case the actual service used during the equal payment period is less than the amount paid under the EPP during such period, the amount of such over payment shall, at the option of the Company, be either refunded or credited to the customer at the end of the period.

(Cont'd on Sheet No 3.2)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.1)

If a customer fails to pay bills as rendered on the EPP, the Company shall have the right to withdraw the EPP with respect to such customer and restore the customer to billing as provided for in the applicable tariffs, in addition to any other rights which the Company may have under such tariffs in case of arrearage in payment of bills. If a customer requests removal from the EPP, the amount of any excess payments made under the EPP will be applied as a credit on the next month's bill. Likewise, if there is a deficiency in payments, the amount of deficiency will be added to next month's bill.

Under the Average Monthly Payment Plan (AMPP), variations in customer billings are minimized by allowing the customer to pay an average amount each month based on the current month's billing plus the eleven (11) preceding months, divided by the total billing days associated with those billings to get a per day average. The average daily amount will be multiplied by thirty (30) days to determine the current month's payment under the AMPP. At the next billing period, the oldest month's billing history is dropped, the current month's billing is added and the average is recalculated to find a new payment amount. The average is recalculated each month in this manner.

In such cases where sufficient billing history is not available, an AMPP account may be established allowing the first month's amount due to be the average based on the actual billing for the month. The second month's amount due will be the average based on the first and second billing. The average will be recomputed each month using the available actual history throughout the first AMPP year.

Actual billing will continue to be based on the applicable rate and meter readings obtained to determine consumption. The difference between actual billings and the averaged billings under the AMPP will be carried in a deferred balance that will accumulate both debit and credit differences for the duration of the AMPP year – twelve (12) consecutive months. At the end of the AMPP year (anniversary month), the net accumulated deferred balance is divided by twelve (12) and the result is included in the average payment amount starting with the first billing of the new AMPP year and continuing for twelve (12) consecutive months. Settlement occurs only when participation in the plan ends.

If a customer fails to pay bills as rendered on the AMPP, the Company shall have the right to withdraw the AMPP with respect to such customer and restore the customer to billing as provided for in the applicable tariffs, in addition to any other rights the Company may have under such tariffs in case of arrearage in payment of bills. If a customer requests removal from the AMPP, the amount of any overpayment made under the AMPP will be applied as a credit on the next month's bill. Likewise, any amount of under payment will be applied as a charge to the next month's bill.

(Cont'd on Sheet No. 3.3)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.2)

4. Deposits.

Residential

A new applicant for residential service shall not be required to make a cash deposit as a condition of receiving service if the applicant satisfies the following criteria:

- (a) Applicant (i) has been a customer of any utility within the last two years, (ii) owes no outstanding bills for service rendered by any such utility, (iii) did not have, during the last 12 consecutive months that the service was provided, more than two bills which were delinquent to any utility or, if service has been rendered for a period for less than 12 months, has not had more than one delinquent bill in such period, and (iv) within the last 2 years did not have a service disconnected by a utility for nonpayment of a bill for services rendered by that utility.
- (b) If applicant has not been a customer of a utility during the previous two years and any two of the following three criteria are met:
 - i. Either applicant (a) has been employed by his present employer for two years, or (b) has been employed by his present employer for less than two years but has been employed by only one other employer during the past two years, or (c) has been employed by the present employer for less than two years and has no previous employment due to having recently graduated from a school, university, vocational program, or has recently been discharged from military service.
 - ii. Applicant either (a) owns or is buying his or her home or (b) is renting a home or an apartment and has occupied the premises for more than two years.
 - iii. Applicant has credit cards, charge accounts, or has been extended credit by a bank, commercial concern, or individual; unless a credit check shows that the applicant has been in default on any such account more than twice within the last 12 months.

(Cont'd on Sheet No. 3.4)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.3)

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

The Company may require a cash deposit from an existing customer when the customer has been mailed disconnect notices for 2 consecutive months or any 3 months within the preceding 12-month period, or when the service has been disconnected pursuant to the rules for nonpayment.

The amount of such deposit may not exceed an amount equal to one-sixth of the expected annual billings for the customer at the address at which service is rendered. Deposits required under the rules for nonpayment in amounts less than or equal to \$70, shall be paid in full prior to restoration of service. If the deposit required under the rules for nonpayment exceeds \$70, a minimum of \$70 shall be required prior to restoration of service. The remaining amount of the required deposit will be split equally between the next two (2) monthly billing cycles (approximately 60 days). Deposits shall earn interest as follows:

- (1) When the deposit is refunded within 12 months from the date of deposit, no interest is payable.
- (2) Deposits held more than 12 months shall earn interest from the date of deposit to the date of refund at an annual interest rate of 2%.
- (3) The deposit shall not earn interest after the date it is mailed, personally delivered to the customer, or otherwise lawfully disposed of.

Any deposit and/or accrued interest shall be refunded upon satisfactory payment by a residential customer for a period of either 9 successive months or 10 out of any 12 consecutive months (provided that the customer did not make late payment for any 2 consecutive months) or upon the customer demonstrating his creditworthiness by any other means. Refund of deposits and/or accrued interest on accounts that are disconnected for nonpayment will occur within 60 days if all outstanding balances have been resolved. Deposits and/or accrued interest will be refunded following customer-requested termination of service.

Company may refund such deposits by applying the deposit and/or accrued interest to the bill, and such application shall constitute a lawful disposition of such deposits. Upon specific request from the customer, the utility shall refund the deposit and/or accrued interest within 15 days after payment of the final bill. A deposit may be used by the utility to cover any unpaid balance following disconnection of service pursuant to Rule 5; provided, however, that any surplus be returned to the customer as provided above.

(Cont'd on Sheet No. 3.5)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.4)

Nonresidential

The Company shall determine the creditworthiness of new and existing nonresidential customers in an equitable and nondiscriminatory manner.

A new or existing nonresidential customer will be deemed non-creditworthy if either (a) it has three delinquent payments, two consecutive delinquent payments, or been disconnected for nonpayment within the last 24 months; or (b) its credit rating is B+ or below for S&P or B1 or below for Moody's

For the purposes of this rule, a new customer does not include a customer who changes its corporate name or corporate structure, or an existing customer who establishes a new account.

The Company may require a deposit from a non-creditworthy customer as a condition of providing or continuing to provide service.

In the event that the Company requires a deposit as a condition of providing or continuing to provide service, then the Company must: (a) provide notice to the new or existing customer stating the precise facts upon which the Company based its decision, (b) provide the new or existing customer with an opportunity to rebut the Company's decision including, but not limited to, the presentation of information such as payment history to other utilities and verifiable data such as independently audited financial statements, analyses of leverage, liquidity, profitability, cash flow and other credit related information: and (c) monitor the customer's account annually (or upon customer request), for deposit requirements validating customer's creditworthiness with prompt repayment upon customer request once the customer meets the criteria for creditworthiness set forth in this rule. This provision, including the right to contest the need for a deposit, is without prejudice to the customer's right to challenge the deposit requirements before the Indiana Utility Regulatory Commission

Any deposit demanded under this rule will be equal to no more than 1/6th the annual billing for a current customer or 1/6th expected annual billings of a new customer The Company shall not aggregate customer accounts for purposes of calculating a deposit, but shall instead calculate a deposit based only on annual billings of an existing customer's delinquent account.

Deposits may be paid in cash, through the provision of a Surety Bond or Irrevocable Letter of Credit, through another method of security approved by the Company or in three (3) equal monthly payments unless the customer is delinquent, in which case the full deposit is due.

Deposits shall earn interest as follows:

- (1) Deposits held more than twelve (12) months shall earn interest from date of deposit to the date of refund at an annual interest rate to be determined by the Indiana Utility Regulatory Commission.
- (2) The deposit shall not earn interest after the date it is mailed, personally delivered to the customer, or otherwise lawfully disposed of.

(Cont'd on Sheet No. 3.6)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.5)

In addition to refunds upon the annual review of a customer's creditworthiness by the Company, deposits will be refunded:

- (1) Upon the customer's written request, made not more than once a year, and upon establishment of creditworthiness as defined above: or
- (2) Within sixty (60) days following termination of service with the deposit applied to any delinquent bills and the remainder paid to the customer.

In the event a customer disputes a portion of a bill in writing to I&M, provided the customer pays all undisputed portions before the bill is delinquent as defined above, the bill shall not be considered delinquent. I&M will promptly review the dispute, and the disputed portion of the bill will not be considered delinquent while the bill remains subject to review (including any complaint process initiated at the Indiana Utility Regulatory Commission).

For customer who have made arrangements with the I&M for electronic billing, the date the bill will be considered delinquent shall be calculated from the date of electronic transmission of the bill, or such other date as agreed to by the Company and the customer.

I&M shall be able to decline imposition of a deposit that may otherwise be required under this rule based on the individual circumstances of the customer.

5. Denial or Discontinuance of Service.

General

The Company reserves the right after at least 14 days' notice in writing to discontinue to serve any customer (1) who is indebted to the Company for any service theretofore rendered at any location (on other than equal payment plan accounts having a credit balance), (2) for failure to provide and maintain adequate security for the payment of bills as requested by the Company, or (3) for failure to comply with these Terms and Conditions. The Company also reserves the right to refuse electric service to any applicant if the applicant is indebted to the Company for any charge theretofore rendered at any location, provided Company shall advise applicant to such effect.

(Cont'd on Sheet No. 3.7)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.6)

Any discontinuance of service shall be in accordance with rule IAC 4-1-16 including a visit to the premise to notify the customer of pending disconnection of service unless the customer has threatened to or has caused endangerment to an employee's personal safety. In which case such visit to the premise will be replaced by a phone call notification and remote disconnection / reconnection will be utilized where applicable. The Company will not remotely disconnect a customer who has demonstrated a safety risk to Company personnel and is otherwise subject to disconnection if the temperature is forecasted to be below 25 degrees or above 95 degrees during the following 24 hour period. Examples of activities that threaten or cause endangerment to employees' personal safety include, but are not limited to:

- Verbal and physical abuse;
- Use of vicious animals;
- Brandishing or referencing use of weapons; and
- Purposefully creating unsafe working environment on premise

Disconnection of service shall not terminate the contract between the Company and the customer nor shall it abrogate any minimum service charge or other monthly charge as specified in the applicable tariff.

The customer shall notify the Company at least three days in advance of the day disconnection is desired. The customer shall remain responsible for all service used and the billings therefore until service is disconnected pursuant to such notice.

Upon request by a customer to disconnect service, the Company shall disconnect the service within three working days following the required disconnection date. The customer shall not be liable for any service rendered to such address or location after the expiration of three such days.

(Cont'd on Sheet No. 3.8)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.7)

The Company may disconnect service without request by the customer and with proper notification in writing of at least 14 days when:

- (a) The customer does not provide adequate access to the meter during normal business hours or denies access to other Company equipment; or
- (b) The customer does not provide adequate safe clearance in front of and around metering and associated equipment; or
- (c) The customer does not allow safe egress and regress across the customer's property to access metering and other Company equipment; or
- (d) The meter is located in an inaccessible location such as a basement, fenced area, porch, etc., and the customer denies the Company reasonable access; or
- (e) The customer's equipment falls into disrepair due to aging or abuse and needs to be replaced due to eminent safety considerations; or
- (f) The meter installation does not fall under commonly acceptable installation practices or where conditions at the customer's site change, causing the meter installation to no longer meet acceptable installation guidelines.

The Company may disconnect service without request by the customer and without prior notice only:

- (a) If a condition dangerous or hazardous to life, physical safety, or property exists; or
- (b) Upon order by any court, the Commission or other duly authorized Public Authority; or
- (c) If fraudulent or unauthorized use of electricity is detected and the Company has reasonable grounds to believe the affected customer is responsible for such use; or
- (d) 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.

(Cont'd on Sheet No. 3.9)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.8)

6. Service and/or Disconnect and Reconnect Charges.

In cases where the Company has discontinued service for nonpayment of bills, customer convenience and/or other causes stipulated herein, the right is reserved to charge the customer an amount in accordance with the following schedule of charges. The Company will endeavor to comply with customer requested work subject to a minimum of three business days' prior notification and/or manpower availability.

SCHEDULE OF CHARGES	AMOUNT
1. Reconnect during regular business hours.	\$83
2. Reconnect during workday overtime hours and all day Saturday.	\$93
3. Reconnect on Sundays or holidays.	\$177
4. Trip Charge where Company employees are sent to customer premises to specifically notify the customer that bill payment is due or disconnection for non-pay is scheduled but not performed due to access, field promise or other related issue at customer site.	\$41
5. Reconnect when disconnect is required to be made from a vault, manhole, or service box.	\$1341
6. Reconnect during regular business hours when disconnect is required to be made at pole.	\$119
7. Reconnect during workday overtime hours and all day Saturday when disconnect is required to be made at pole.	\$132
8. Reconnect on Sunday or holidays when disconnect is required to be made at pole.	\$245
9. Trip Charge for No-power service call when the customer's facilities are clearly at fault or in cases where a Company employee is sent to the customer premises for scheduled work and the customer is not ready and the customer was advised of the charge.	\$41
10. Meter test or change when charge is permitted in accordance with the provision of Item No. 21 of the Terms and Conditions of Service.	\$84

(Cont'd on Sheet No. 3.10)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.9)

7. Miscellaneous Customer Charges.

When the Company detects that its regulating, measuring equipment, or other facilities have been tampered with or when fraudulent or unauthorized use of electricity has occurred, a rebuttable presumption arises that the customer or other user has benefited by such fraudulent or unauthorized use of such tampering. Therefore, that customer or other user 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, the cost of equipment to safely secure metering and other Company equipment, a \$50 tampering fee and the cost of making repairs necessitated by such use and/or tampering. In any event, the Company may make a charge for such out-of-pocket costs, but in no case will the total charge for tampering be less than \$100. Under such circumstances, the Company may disconnect service without notice, and the Company is not required to reconnect the service until a deposit and all of the aforementioned enumerated charges are paid in full (subject to any provision of Commission Rule 16 to the contrary).

8. Inspection.

It is to the interest of the customer to properly install and maintain customer-owned wiring and electrical equipment, and the customer shall at all times be responsible for the character and condition thereof. The Company makes no inspection thereof and in no event shall be responsible therefore.

Where a customer's premises are located in a municipality or other governmental subdivision where inspection laws or ordinances are in effect, the Company may withhold furnishing service to new installations or disconnected existing installations until it has received evidence that the inspection laws or ordinances have been complied with. In addition, if such municipality or other governmental subdivision shall determine that such inspection laws or ordinances are no longer being complied with in respect to an existing installation, the Company may suspend the furnishing of service thereto until it has received evidence of compliance with such laws or ordinances.

Where a customer's premises are located in an area not governed by local inspection laws or ordinances, wiring shall be installed in accordance with the requirements of the National Electrical Code. Before furnishing service, Company may require a certificate or notice of approval from a duly-recognized authority stating that customer's wiring has been installed in accordance with the requirements of the National Electrical Code.

No responsibility shall attach to the Company because of any waiver of these requirements.

(Cont'd on Sheet No. 3.11)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.10)

9. Service Connections.

The Company will, when requested to furnish service, designate the location of its service connection.

At the Company's discretion, loads greater than 2500 kVA may be served by more than one transformer set in parallel and therefore by more than one set of metering. Where energy is delivered in this manner, the monthly billing demand will be calculated as if the customer is served by a single delivery point.

A customer's plant is considered as one or more buildings, which are served by a single electrical distribution system provided and operated by the customer. When the size of the customer's load necessitates the delivery of energy to the customer's plant over more than one circuit, the Company may elect to connect its circuits to different points on the customer's system irrespective of contrary provisions in these Terms and Conditions of Service.

The customer's wiring must, except for those cases listed below, be brought outside the building wall nearest the Company's service wires so as to be readily accessible thereto. When service is from an overhead system, the customer's wiring must extend a distance beyond the building as established by local codes and Company standards. Where customers install service entrance facilities as specified by the Company and/or install and use certain utilization equipment as specified by the Company, the Company may provide or offer to own certain facilities beyond the point where the Company's service wires attach to the building.

All customer's wiring must be grounded in accordance with the requirements of the National Electrical Code or the requirements of any local inspection service authorized by a state or local authority.

When a customer desires that energy be delivered at a point or in a manner other than that designated by the Company, the customer shall pay the additional cost of same, including any and all required engineering studies.

When a customer requests additional engineering studies beyond the normal overhead and/or underground options providing an adequate plan of service, as designated by the Company, for a new or relocated service, the Company shall charge the customer, payable in advance, for actual cost incurred by the Company to conduct such studies. Normal engineering studies include any obvious options such as overhead and underground installations.

(Cont'd on Sheet No. 3.12)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.11)

Where service is supplied from an underground distribution system which has been installed at the Company's expense, the customer shall make arrangements with the Company for the Company to install a continuous run of cable conductors, including necessary ducts, from the manhole or connection box to the meter location. Where it is necessary that the location of the meter be inside the customer's building, the customer shall reimburse Company for the cost of the portion of cable and duct from the exterior building wall to the meter location; however, all right and title to the cable shall remain with the Company.

10. Relocation of Company's Facilities at Customer's Request.

Whenever, at customer's request, the Company's facilities are relocated solely to suit the convenience of customer, the customer shall reimburse the Company for the entire cost incurred in making such change, including any and all required engineering studies.

11. Company's Liability.

The Company will use reasonable diligence in furnishing a regular and uninterrupted supply of energy, but does not guarantee uninterrupted service. The Company shall not be liable for damages in case such supply should be interrupted or fail by reason of an act of God, the public enemy, accidents, labor disputes, or orders or acts of civil authority. Further, the Company shall not be liable for damages in case such supply should be interrupted due to causes or conditions beyond the Company's reasonable control, including extraordinary repairs, breakdowns or injury to machinery, transmission lines, distribution lines, or other facilities of the Company when the Company has carried on a program of maintenance consistent with the general practices prevailing in the industry. Further, the Company shall not be liable for damages for interrupting service to any customer whenever, in the judgment of the Company, such interruption is necessary in order to prevent or limit any instability or disturbance on the electric system of the Company or any electric system interconnected with the Company, such interruptive action to be taken in accordance with a predetermined plan and only in situations that threaten massive curtailments of service on the Company's system. Notwithstanding any other provisions of the terms of these Tariffs and Terms and Conditions of Service, the Company may shut off service temporarily for reasons of health, safety, maintenance of Company facilities, infrastructure improvements, and new construction of Company facilities. To the extent possible, the Company will make a reasonable attempt to inform all affected customers in advance of such events.

Unless otherwise provided in a contract between Company and customer, the point at which service is delivered by Company to customer, to be known as "delivery point," shall be the point at which the customer's facilities are connected to the Company's facilities. The Company shall not be liable for any loss, injury, or damage resulting from the customer's use of customer-owned equipment or occasioned by the energy furnished by the Company beyond the delivery point.

(Cont'd on Sheet No. 3.13)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.12)

The customer shall provide and maintain suitable protective devices on customer-owned equipment to prevent any loss, injury, or damage that might result from single-phasing conditions or any other fluctuation or irregularity in the supply of energy. The Company shall not be liable for any loss, injury, or damage resulting from a single-phasing condition or any other fluctuations or irregularity in the supply of energy which could have been prevented by the use of such protective devices.

The Company will provide and maintain the necessary line or service connections, transformers (when same are required by conditions of contract between the parties thereto), meters, and other apparatus which may be required for the proper measurement of and protection to its service. All such apparatus shall be and remain the property of the Company.

12. Customer's Liability.

In the event of loss or injury to the property of the Company through misuse by, or the negligence of, the customer or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Company by the customer.

The customer shall be responsible and, therefore, shall insure that no one except employees or agents of the Company shall make any internal or external adjustment to or shall otherwise interfere with or break the seals of meters or other equipment of the Company installed on the customer's premises.

The Company shall have the right at all reasonable hours to enter the premises of the customer for the purpose of installing, reading, removing, testing, replacing, or otherwise disposing of its apparatus and property, and the right of entire removal of the Company's property in the event of the termination of the service for any cause. The customer must keep the immediate area and access area in and around the Company's equipment clean and free of debris.

The customer shall provide and maintain suitable protective devices on customer-owned equipment to prevent any loss, injury, or damage that might result from single-phasing conditions or any other fluctuation or irregularity in the supply of energy. The Company shall not be liable for any loss, injury, or damage resulting from a single-phasing condition or any other fluctuations or irregularity in the supply of energy which could have been prevented by the use of such protective devices. The Company may disconnect service without request by the customer and without prior notice if in the Company's sole judgment, the customer's continued service will be detrimental to the Company's general service.

(Cont'd on Sheet No. 3.14)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.13)

13. Contracts.

Contract for Service

The Company shall not be required to make extensions of service, as provided for in Item 14 below, unless the customer or customers to be initially served by such extensions of service enter into an agreement with the Company, prior to the beginning of construction that sets forth the obligations and commitments of the parties to the contract. The terms of the contract may require the customer to provide a satisfactory guarantee to the Company for the performance of the customer's obligations thereunder.

By receiving service under a specific tariff or rider, the customer or his or its heirs, successors and assigns has agreed to all terms and conditions of that tariff. A customer's refusal or inability to sign a contract or agreement as specified by the tariff, in no way relinquishes the customer's obligations as specified in the tariff.

14. Extension of Service.

The Company shall, upon proper application for service from overhead and/or underground distribution facilities, provide necessary facilities for rendering adequate service, without charge for such facilities, when the estimated total revenue for a period of two and one-half years to be realized by the Company from permanent and continuing customers on such extension is at least equal to the estimated cost of such extension. If the estimated cost of the extension required to furnish adequate service is greater than the total estimated revenue from such extension, such an extension shall be made by the Company under the following conditions:

- (a) Upon proper applications for such extension and adequate provision for payment to the Company by such applicants of that part of the estimated cost of such extension over and above the amount which would have qualified as provided for above, the Company shall proceed with such extension, or
- (b) If, in the opinion of the Company, the estimated cost of such extension and the prospective revenue to be received from it is so meager as to make it doubtful whether the revenue from the extension would ever pay a fair return on the investment involved in such extension; or in a case of real estate development with slight or no immediate demand for service; or in the case of an installation requiring extensive equipment with

(Cont'd on Sheet No. 3.15)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.14)

slight or irregular service; then, in any of the above cases, the Company shall submit the same to the Commission for investigation and determination as to the public convenience and necessity of such extension, and if so required, the conditions under which it shall be made, and

- (c) 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, the Company shall refund to such initial applicants, in proportion to their respective contributions toward the cost of such extension, an amount equal to two and one-half times the estimated annual revenue from such new customer, less the 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, and
- (d) If the Company has reason to question the financial stability of the customer and/or the life of the operation is uncertain or temporary in nature, such as construction projects, oil and gas well drilling, sawmills and mining operations, the customer shall pay a contribution in aid of construction, consisting of the estimated labor cost to install and remove the facilities required plus the cost of unsalvageable material, before the facilities are installed. In making determinations under this provision, the Company will consider relevant information such as financial statements, annual reports and other information provided by the customer. The Company will copy the Commission and the OUC staff on any customer correspondence regarding the application of this provision to a customer. Should a dispute arise concerning the application of this provision, either the Company or the customer may submit such dispute to the Commission for investigation and determination as to the conditions under which such extension shall be made.

The applicants shall also agree to pay their portion of such estimated costs for primary facilities.

For service (defined as the conductors and equipment for delivering energy, not to exceed 600 volts, from the electrical supply system to the wiring system of the premises served) the applicant shall have the right to install same subject to such reasonable specifications and inspections as might be prescribed by the Company.

(Cont'd on Sheet No. 3.16)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.15)

The Company may require the applicant to submit to the Company sufficient designs and/or plans for the service lines before proceeding. If the Company provides the designs and/or plans for the service lines, the Company may require the applicant to reimburse the Company its costs. The Company shall have no responsibility for service lines installed by the applicant.

In those cases, where it is not feasible or practicable to construct lines on public rights-of-way and it is necessary to secure rights-of-way on private property or tree-trimming permits, the applicant or applicants shall secure the same without cost to the Company or assist the Company in obtaining such rights-of-way on private property or tree-trimming permits before construction shall commence. The Company shall be under no obligation to construct lines in event the necessary rights-of-way or tree-trimming permits cannot be so obtained.

The Company shall notify customers seeking extension of service that any dispute arising concerning the application of this provision may be submitted to the Commission for investigation and determination.

15. Service that Replaces Inadequate Facilities.

The Company will, upon proper notification of increased load to be served, provide the necessary facilities for rendering adequate service, without charge for such facilities, when the estimated increase in revenue for a period of two and one-half years to be realized by the Company is at least equal to the estimated net cost to improve such facilities. There will be no retirement charge in this situation.

If the estimated net cost of the improved facilities required to furnish adequate service is greater than the estimated increase in revenue to be realized by the Company over two and one-half years, the customer shall make adequate provision for payment to the Company for the difference.

16. Location and Maintenance of Company's Equipment.

The Company shall have the right to construct its poles, lines, and circuits on the property, and to place its transformers and other apparatus on the property or within the buildings of the customer, at a point or points specified by the Company for such purpose, as required to serve such customer. The customer shall provide suitable space for the installation of Company's measuring instruments so that the latter will be protected from injury by the elements or through the negligence or deliberate acts of the customer or any other person who is not an agent or employee of the Company.

(Cont'd on Sheet No. 3.17)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.16)

17. Use of Energy by Customer.

The tariffs for electric energy given herein are classified by the character of use of such energy and are not available for service except as provided herein. Service will not be furnished under any schedule of the Company on file with the Commission to any customer, applicant, or group of applicants desiring service with the intent or for the purpose of reselling any or all of such service. For purposes of this tariff, the provision of electric vehicle charging service for which there is no direct per kWh charge shall not be considered resale of service. This prohibition precludes customer participation, either directly or indirectly through a third party, in a wholesale demand response program offered by an RTO or other entity unless such program has been reviewed and approved by the Commission.

It shall be understood that upon the termination of a contract, the customer may elect to renew the contract upon the same or another tariff published by the Company and applicable to the customer's requirements, except that in no case shall the Company be required to maintain transmission, switching, or transformation equipment (either for voltage or form of current change) different from or in addition to that generally furnished to other customers receiving electric supply under the terms of the tariff elected by the customer.

A customer may not change from one tariff to another in less than 12 months or during the term of contract except with the consent of the Company.

The service connections, transformers, meters, and appliances supplied by the Company for each customer have a definite capacity and no additions to the equipment, or load connected thereto, will be allowed except by consent of the Company.

The customer shall install only motors, apparatus, or appliances which are suitable for operation with the character of the service supplied by the Company, and which shall not be detrimental to same, and the electric power must not be used in such a manner as to cause unprovided-for voltage fluctuations or disturbances in the Company's transmission or distribution system. The Company shall be the sole judge as to the suitability of apparatus or appliances, and also as to whether the operation of such apparatus or appliances is or will be detrimental to its general service. The Company may disconnect service without request by the customer and without prior notice if in the Company's sole judgment, the customer's continued service will be detrimental to the Company's general service.

No attachment of any kind whatsoever may be made to the Company's lines, poles, crossarms, structures, or other facilities without the express written consent of the Company.

(Cont'd on Sheet No. 3.18)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.17)

All apparatus used by the customer shall be of such type as to secure the highest practicable commercial efficiency, power factor, and the proper balancing of phases. Motors which are frequently started or arranged for automatic control must be of a type to give maximum starting torque with minimum current flow and be of a type and equipped with controlling devices approved by the Company. The customer agrees to notify the Company of any increase or decrease in his connected load.

The customer shall not be permitted to operate his own generating equipment in parallel with the Company's service except on written permission of the Company.

The Company may provide service to and take service from certain qualifying facilities defined as cogeneration or small power production facilities. Such sales and purchases are subject to contract and Commission authorization.

The Company shall collect and manage customer data in providing service to its customers. The Company shall take appropriate measures to protect this data in its possession against loss, theft, and unauthorized access. For more information regarding the Privacy Policy visit the Company website at <https://www.indianamichiganpower.com/Privacy.aspx>

18. Residential Service.

Individual residences shall be served individually under the residential service tariff. Customer may not take service for two or more separate residences through a single point of delivery under any tariff, irrespective of common ownership of the several residences, except that in the case of an existing apartment building or trailer court with a number of individual residential units where the service is currently taken through a single meter, such service will be supplied under the appropriate general service tariff.

Where customer is presently receiving service through such master meter, the fair allocation, through submetering, of each dwelling unit's electrical consumption shall not constitute the reselling of such service.

All electricity delivered to a new building at which units of such premises are separately rented, leased, or owned, shall be sold on the basis of individual meter measurement for each such occupancy unit, except for electricity used in hotels, motels, and other similar transient lodging, or where the service applicant establishes in writing, furnished to the utility before commencement of construction of the new building, that costs of purchasing and installing separate meters in such building exceed the long run benefits of individual metering of units.

(Cont'd on Sheet No. 3.19)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.18)

Where a single-family house, constructed prior to April 2, 1980, is converted to include separate living quarters or dwelling units for more than one family, or where two or more families occupy a single-family house with separate cooking facilities, the owner may, instead of providing separate wiring for each dwelling unit, take service through a single meter under the residential service tariff. Single-family homes, constructed subsequent to April 2, 1980, are not allowed to be sub-divided and served through a single meter under any applicable tariff. The owner of a single-family house considering sub-dividing such dwellings must provide each dwelling unit with a separate meter in accordance with the Indiana Utility Regulatory Commission's Order in Cause No. 35781.

The residential service tariff shall cease to apply to that portion of a residence which becomes regularly used for business or other gainful purposes; however, where the principal use of energy will be for residential purposes but a small amount of energy will be used for nonresidential purposes, such nonresidential use will be permitted only when the equipment for such use is within the capacity of a single 3,000-watt branch circuit and the nonresidential consumption is less than the residential use on the premises. When the nonresidential equipment exceeds the above stated maximum limit, the entire nonresidential wiring must be separated from the residential wiring so that it may be metered separately, and the nonresidential load will be billed under the appropriate general service tariff or the entire service will be billed under the appropriate general service tariff.

Detached building or buildings actually appurtenant to the residence, such as a garage, stable, or barn, may be served by an extension of the customer's residence wiring through the residence meter.

19. Temporary Service.

Temporary service is electric service that is required during the construction phase of a project. Such service is available only upon approval of the Company. In order to qualify for temporary service, the customer must demonstrate to the Company's satisfaction that the requested service will, in fact, be temporary in nature.

Temporary service for residential construction will be supplied using Tariff R.S. Temporary service for general service construction will be supplied under the appropriate published general service tariff applicable to the class of business of the customer. Temporary service will be supplied when the Company has available unsold capacity of lines, transformers, and generating equipment. The customer will be charged a minimum temporary service installation charge, payable in advance, based on the Company's actual cost to install and remove, less salvage, the required facilities to provide the temporary service. The Company reserves the right to require a written contract for temporary service, at its option.

(Cont'd on Sheet No. 3.20)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.19)

20. Voltages.

The standard nominal distribution service voltages within the service area of the Company are:

<u>Secondary</u>		<u>Primary</u>
<u>Single Phase</u>	<u>Three Phase</u>	<u>Three Phase</u>
120/240 Volts	120/208 Volts	4160/2400 Volts
120/208 Volts	120/240 Volts	12470/7200 Volts
240/480 Volts	277/480 Volts	34500/19950 Volts
	480 volts	

The standard subtransmission and transmission service voltages within the service area of the Company are:

<u>Subtransmission</u>	<u>Transmission</u>	<u>EHV Transmission</u>
<u>Single or Three Phase</u>	<u>Three Phase</u>	<u>Three Phase</u>
13.8 kV	138 kV	345 kV
27.6 kV		765 kV
34.5 kV		
69 kV		

Voltages listed above are not available at all locations. The Company must be consulted regarding their availability at any particular location. Subtransmission service at 13.8 kV and 27.6 kV is withdrawn except for present installations of customers receiving service at premises served prior to July 11, 1986.

21. Meter Testing.

The Company will test meters used for billing customers in accordance with rules as currently approved by the Indiana Utility Regulatory Commission. A copy of these rules is on file at the Company's office.

The Company shall test the accuracy of registration of a meter upon written request by a customer. A second test of this meter may be requested after twelve (12) months. The first and second tests of a customer's meter shall be at no cost to the customer.

(Cont'd on Sheet No. 3.21)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.20)

The customer will pay the cost of any subsequent tests of the customer's meter in accordance with Item No. 6 of the Terms and Conditions of Service if (1) the meter was tested within the prior thirty-six (36) months at the customer's request and was found to be registering within the Commission-approved limits at that time; (2) the test is made at the customer's request or due to a billing dispute and (3) the meter is found to be registering within the approved limits.

22. Employees Discount.

Regular employees who have been in the Company employ for six months or more and are the head of the family or mainly responsible for maintenance of the premises they occupy may, at the discretion of the Company, secure a reduction in their residential electric bills. The rate for standard electric service (017) shall consist of a monthly service charge of \$15.00 plus 10.484¢ per kWh for the first 900 kWh consumed monthly and 9.811¢ per kWh over 900, plus adjustments as required under the Applicable Riders. Employees who install a Company-approved storage water-heating system will be subject to a rate of 4.728¢ per kWh under the conditions set forth in the storage water-heating provision or load management water-heating provision of Tariff R.S (80-052, 100-053, and 120-054). Employees who meet eligibility criteria are able to participate in PEV programs.

Employees who use energy-storage or other load-management devices with time-differentiated load characteristics approved by the Company may receive service under the provisions of Tariff R.S.-OPES (036). The TOD rate shall be 17.509¢ per /kWh for all consumption during the on-peak period and 4.728¢ per kWh for all consumption during the off-peak period. The service charge is \$16.50 per customer per month.

Employees who take service under the conditions set forth in Tariff R.S.-TOD (034) will be subject to a rate of 17.509¢ per kWh for all consumption during the on-peak period and 4.728 ¢ per kWh for all consumption during the off-peak period. The service charge is \$16.50 per customer per month.

Employees who take service under the conditions set forth in Tariff R.S.-TOD2 (041) will be subject to a rate of 30.851¢ per kWh for all consumption during the on-peak period and 8.796 ¢ per kWh for all consumption during the off-peak period. The service charge is \$15.00 per customer per month.

23. Utility Residential Weatherization Program (URWP).

Upon customer request, Indiana Michigan Power Company (Company) may provide financial assistance in the form of loans to residential customers for the cost of certain energy conservation measures.

(Cont'd on Sheet No. 3.22)

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE

(Cont'd from Sheet No. 3.21)

Such loans will be limited to existing customer-owned, single-family houses, duplexes, triplexes, or four-family residences that use electricity for space heating or air conditioning. Such loans will be provided only after (a) the Company deems the customer's credit rating satisfactory, (b) the customer enters into a financing agreement with the Company, and (c) the premises have had a Residential Conservation Service Program audit.

The Company will not itself sell or install energy conservation measures, but may assist the customer in this regard by financing the cost of such conservation measures in amounts up to \$1,500 with a maximum repayment period of three years.

Repayment of URWP loans will be in equal monthly installments over a period up to 36 months with the first payment due no later than one month after completion of the work. Where the customer elects to finance the cost of energy conservation measures, interest will be charged at an effective annual percentage rate of 6 percent per year on the monthly unpaid balance.

The Company will not charge interest if the loan is repaid in 90 days.

24. Customer Initiated Power Quality Investigations.

When requested by the customer to investigate any power quality issues not related to "no power" service calls, that affect service to customer owned facilities that are connected to the Company's system, the Company will conduct an initial investigation at no charge to the customer. The Company will make a reasonable attempt to resolve any problems when the Company is found to be at fault. After notifying the customer of a no-fault finding, the Company may at the customer's request, and upon mutual agreement, continue troubleshooting the problem if the customer consents to paying for all additional charges which shall be based on actual labor and material costs incurred.

25. Advanced Meter Infrastructure (AMI) Meter Opt-out Provision (Residential Customers Only).

Customers served on a residential tariff can opt-out of receiving an AMI meter and continue to be served from an Automated Meter Reading (AMR) meter.

To be eligible to receive or retain an AMR meter, the customer shall have no documented instances, within the past 24 months, of known unauthorized use, theft, or fraud. Further, the customer will have zero instances of threats of violence toward Company employees or its agents.

Customers selecting an AMR meter as an AMI opt-out, shall have the option to provide the Company with accurate and timely monthly meter readings, at no additional charge, or pay the following charges per premise:

I&M Indiana Residential Customer AMI Opt-out Charges

Up Front Charge	\$80.30	A one-time charge per meter only if the request is received after the AMI meter is already installed
Monthly Charge	\$16.48	Per month at each premise

Customers will be given reasonable notice of the AMI opt-out option.

Customers electing this provision will not be able to access the benefits of having an AMI meter. All charges and provisions of the customer's applicable tariff shall apply.

Cont'd on Sheet No. 3.23

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**

TERMS AND CONDITIONS OF SERVICE
(Cont'd from Sheet No. 3.22)

26. Plug-in Electrical Vehicle Pilot Program

Notwithstanding other rules stated within these Terms and Conditions of Service, the Company is offering a pilot Plug-in Electric Vehicle (PEV) Program to promote PEV off-peak charging. This pilot provides incentive rebates for residential and small commercial customers with the purchase of eligible PEV's for the installation of charging ports. The pilot program is also aimed at removing some of the barriers that keep commercial and industrial customers from installing chargers for various types of electric vehicles and equipment. Additional incentives for these customers and multi-unit dwellings may include the choice of \$250 per port installed rebate OR 5 (five) years of revenue credits to apply against construction costs of new Company facilities to serve these charging stations.

**ISSUED BY
TOBY L. THOMAS
PRESIDENT
FORT WAYNE, INDIANA**

**EFFECTIVE FOR ELECTRIC SERVICE RENDERED
ON AND AFTER MARCH 11, 2020**

**ISSUED UNDER AUTHORITY OF THE
INDIANA UTILITY REGULATORY COMMISSION
DATED MARCH 11, 2020
IN CAUSE NO. 45235**