



Received: August 18, 2015
IURC 30-Day Filing No.: 3378
Indiana Utility Regulatory Commission

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August 18, 2015

Dr. Brad Borum
Indiana Utility Regulatory Commission
101 W. Washington St.
Suite 1500 East
Indianapolis, IN 46204-3407

Dear Dr. Borum:

Effective September 1, 2015, Duke Energy Indiana, Inc. ("Duke Energy Indiana") will make an application with the Indiana Secretary of State to convert to an LLC and change its legal name to Duke Energy Indiana, LLC. The Company may still use the "doing business as" or "d/b/a" language to note that the Company is also doing business as "Duke Energy Indiana" and/or "Duke Energy" (but the legal name will remain as Duke Energy Indiana, LLC).

Pursuant to the Indiana Regulatory Commission's ("Commission") thirty-day filing procedure (170 IAC 1-6-3(3) Changes to rules and regulations of the utility), Duke Energy Indiana is submitting this filing under Section 3 of the Thirty-Day Administrative Filing Procedures and Guidelines. This section is appropriate for this filing as Duke Energy Indiana is seeking to change its rules and regulations in terms of the company name. Duke Energy Indiana is not seeking to establish or change any of its rates and charges with this filing.

Enclosed please find 2 copies of the tariff containing the name change to Duke Energy Indiana, LLC, effective September 1, 2015. On and after the effective date of the change of legal name, any filings or submission of new tariff or replacement tariff pages will reflect the changed name.

Duke Energy Indiana will inform its customers of the name change at the time of the change. As no customers are affected in terms of changes in rates and charges or substantive changes to the utility's tariff, Duke Energy Indiana has not notified its customers in advance of this change.

Pursuant to the Commission's rules regarding notice under the 170 IAC 1-6-6, Duke Energy Indiana has posted notice on its website, found at <http://www.duke-energy.com/rates/indiana/thirty-day-filing-notices.asp>. Furthermore, Duke Energy Indiana has published a notice in the newspaper of general circulation encompassing the highest number of the utility's customers affected by the filing, and will provide proof of publication upon receipt.

Secretary of the Commission

April 18, 2015

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As soon as practicable after the effective date of the change of legal name, the Company will file a notice of change of legal name in each proceeding pending before the Commission in which it is a party.

The Company will provide the Commission with documentation from the Indiana Secretary of State's Office confirming the effective date of the change of legal name as soon as practical after the Company receives such documentation.

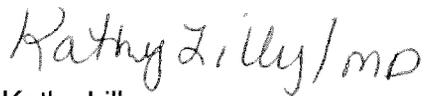
We are sending via email a copy to the Office of Utility Consumer Counselor.

We would appreciate the return of a file-stamped copy for our files.

If there are any questions concerning this filing, please contact me.

Kathy Lilly
Duke Energy Indiana
1000 East Main Street
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Sincerely,



Kathy Lilly

Attachments

cc: J. R. Bailey
M. T. Diaz
B. P. Davey
K. A. Karn
M. D. Price
S. C. Wilde
R. Helmen (OUCC)

**DUKE ENERGY INDIANA, LLC
OR
DUKE ENERGY**

**1000 EAST MAIN STREET
PLAINFIELD, INDIANA 46168**

**SCHEDULE OF
RATES, TERMS AND CONDITIONS
ORIGINATED WITH CAUSE No. 42359
FOR ELECTRIC
SERVICE**

IN

**CITIES, TOWNS AND UNINCORPORATED COMMUNITIES
LISTED ON SHEET NO. 3, Pages 1- 5, INCLUSIVE AND
RURAL AREAS IN COUNTIES LISTED ON
SHEET NO. 4**

**SECTION ONE—Rates, Terms and Conditions of Service
SECTION TWO.....—Affiliate Guidelines**

SECTION ONE

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Second Revised Sheet No. 3
Cancels and Supersedes
First Revised Sheet No. 3
Page 1 of 6**INDEX OF CITIES, TOWNS AND UNINCORPORATED COMMUNITIES SERVED BY
COMPANY UNDER RATE SCHEDULES WHICH ARE EFFECTIVE FOR
THE DISTRIBUTION SYSTEM OF SUCH CITY, TOWN OR UNINCORPORATED COMMUNITY**

<u>Urban Area</u>	<u>County</u>	<u>Urban Area</u>	<u>County</u>	<u>Urban Area</u>	<u>County</u>
Adams	Decatur	Bippus	Huntington	Camp Ramona	Owen
Adams Corner	Johnson	Blackhawk	Vigo	Canaan	Jefferson
Akron	Fulton	Blanford	Vermillion	Cannelburg	Daviess
Alamo	Montgomery	Blocher	Scott	Carbon	Clay
Aifont	Madison	Bloomfield	Greene	Cardonia	Clay
Alford	Pike	Blooming Grove	Franklin	Carlisle	Sullivan
Alfordsville	Daviess	Bloomington	Monroe	Carmel	Hamilton & Marion
Algiers	Pike	Blue Ridge	Shelby	Carpentersville	Putnam
Allendale	Vigo	Boggstown	Shelby	Carrollton	Carroll
Alquina	Fayette	Bogleville	Vermillion	Cartersburg	Hendricks
Alta	Vermillion	Bono	Lawrence	Carthage	Rush
Alto	Howard	Bono	Vermillion	Cass	Sullivan
Amboy	Miami	Borden		Cassville	Howard
Amity	Johnson	(New Providence)	Clark	Cates	Fountain
Amo	Hendricks	Boston	Wayne	Cato	Pike
Andersonville	Franklin	Bowling Green	Clay	Cayuga	Vermillion
Andrews	Huntington	Boxley	Hamilton	Cedar Grove	Franklin
Antioch	Clinton	Boyd Park	Wabash	Centenary	Vermillion
Arba	Randolph	Boyleston	Clinton	Center	Howard
Arcadia	Hamilton	Bradford	Harrison	Center Point	Clay
Arlington	Rush	Bradford Corner	Parke	Centeron	Morgan
Aroma	Hamilton	Brazil	Clay	Ceramic	Howard
Ashboro	Clay	Briar Hill	Vermillion	Chambersburg	Orange
Asherville	Clay	Bridgeton	Parke	Charlestown	Clark
Ashland	Henry	Bright	Dearborn	Charlottesville	Hancock & Rush
Athens	Fulton	Brookfield	Shelby	Chill	Miami
Atherton	Vigo & Parke	Brookville	Franklin	Cicero	Hamilton
Atlanta	Tipton & Hamilton	Brownsburg	Hendricks	Clare	Hamilton
Attica	Fountain	Brownstown	Jackson	Clarksburg	Decatur
Aurora	Dearborn	Browns Vailey	Montgomery	Clarks Hill	Tippecanoe
Austin	Scott	Brownsville	Union	Clarksville	Clark
Avoca	Lawrence	Bruceville	Knox	Clarksville	Hamilton
Avon	Hendricks	Buck Creek	Tippecanoe	Clay City	Clay
Azalia	Bartholomew	Buckskin	Gibson	Clayton	Hendricks
		Bucktown	Sullivan		
		Bunker Hill	Miami	Clear Creek	Monroe
		Burlington	Carroll	Cleveland	Hancock
Bakers Corner	Hamilton	Burnett	Vigo	Clifford	Bartholomew
Bamard	Putnam	Burney	Decatur	Clinton	Vermillion
Barnhart	Vigo	Burnsville	Bartholomew	Cloverdale	Putnam
Batesville	Ripley & Franklin	Burrows	Carroll	Cloverland	Clay
Beanblossom	Brown	Busseron	Knox	Clover Village	Shelby
Bedford	Lawrence	Butlerville	Jennings	Coal City	Owen
Belleville	Hendricks			Coalmont	Clay
Bennett's Switch	Miami			Coe	Pike
Bentonville	Fayette			Colburn	Tippecanoe
Bethany	Morgan			Colfax	Clinton
Bethe!	Wayne	Cadiz	Henry	Collamer	Whitley
Bethlehem	Clark	Cambria	Clinton	Columbia	Fayette
Bicknell	Knox	Cambridge City	Wayne	Columbus	Bartholomew
Billtown & Purdy Hill	Clay	Camden	Carroll	Commiskey	Jennings
Billville	Clay	Campbellsburg	Washington	Connersville	Fayette

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<u>Urban Area</u>	<u>County</u>	<u>Urban Area</u>	<u>County</u>	<u>Urban Area</u>	<u>County</u>
Converse	Grant & Miami	East Oolitic	Lawrence	Fort Knox Place	Knox
Cory	Clay	East Way Court	Hancock	Fortville	Hancock
Corydon	Harrison	Eckerty	Crawford	Fountain City	Wayne
Corydon Junction	Harrison	Economy	Wayne	Fountaintown	Shelby & Hancock
Cottage Grove	Union	Eden	Hancock	Francisco	Gibson
Cottage Hill & Kennedy's Crossing	Clay	Edna Mills	Clinton	Franklin	Johnson
Coxville	Parke	Edwardsport	Knox	Fredericksburg	Washington
Crandall	Harrison	Edwardsville	Floyd	Freedom	Owen
Crompton Hill	Vermillion	Elberfeld	Warrick	Freelandville	Knox
Crothersville	Jackson	Elizabethtown	Bartholomew	Freeport	Shelby
Curtisville	Tipton	Ellensville	Monroe	Freetown	Johnson
Cutler	Carroll	Elmdale	Montgomery	French Lick	Orange
Cynthiana	Posey	Elnora	Daviess	Fritchton	Knox
		Elston & Poland Hill	Tippecanoe	Fulton	Fulton
		Emison	Knox		
		Emporia	Madison		
		English	Crawford		
		Enos	Pike		
Dalton	Wayne				
Dana	Vermillion				
Danville	Hendricks	Eugene	Vermillion	Gadsden	Boone
		Eureka	Lawrence	Galena	Floyd
		Everton	Fayette	Galveston	Cass
Darwin	Carroll			Gambill	Sullivan
Dayton	Tippecanoe			Garden City	Bartholomew
Decker	Knox			Geetingsville	Clinton
Deedsville	Miami			Gem	Hancock
Deer Creek	Carroll			Geneva	Shelby
Delphi	Carroll			Georgetown	Floyd
Denver	Miami	Fairfield	Franklin	Germantown	Decatur
Depauw	Harrison	Fairland	Shelby	Gilead	Miami
Deputy	Jefferson	Fairview	Fayette	Gings	Rush
Dillsboro	Dearborn	Fairview Park	Vermillion	Gladacres	Hancock
Disko	Wabash, Fulton & Miami	Falmouth	Rush & Fayette	Glenwood	Rush & Fayette
		Farmersburg	Vigo & Sullivan	Glazen (Hosmer)	Pike
		Fayetteville	Lawrence	Goblesville	Huntington
Dover	Dearborn			Goldsmith	Tipton
Dover Hill	Martin			Gosport	Owen
Dugger	Sullivan			Gowdy	Rush
Dunlapville	Union	Ferguson Hill & Whitcomb Heights	Vigo	Grammer	Bartholomew
Dupont	Jefferson	Fillmore	Putnam	Graysville	Sullivan
Durbin	Hamilton	Finly (Carrollton)	Hancock	Greencastle	Putnam
		Fishers	Hamilton & Marion	Greensboro	Henry
		Fishersburg	Madison	Greensburg	Decatur
		Flat Rock	Shelby	Green s Fork	Wayne
Eagletown	Hamilton	Floyds Knobs	Floyd	Greentown	Howard
East Germantown (Pershing)	Wayne	Fontanet	Vigo	Greenville	Floyd
East Glenn-Glenayr	Vigo	Forest	Clinton	Greenwood	Johnson
		Forest Hill	Decatur	Griffin	Posey
				Guilford	Dearborn

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Gwynneville	Shelby	Ingalls	Madison	Letts	Decatur
				Lewis	Sullivan & Vigo
				Lewis Creek	Shelby
				Lexington	Scott
				Liberty	Union
Hamburg	Clark			Liberty Mills	Wabash
Hamilton	Madison	Jacksonburg	Wayne	Libertyville	Vigo
Handy	Monroe	Jacksonville	Vermillion	Liggett	Vigo
Hanover	Jefferson	Jasonville	Greene & Clay	Limedale	Putnam
Hardinsburg	Washington	Jefferson	Clinton	Lincoln	Cass
Harmony	Clay	Jeffersonville	Clark	Lincolnville	Wabash
Harrodsburg	Monroe	Jerome	Howard	Linnsburg	Montgomery
Hartsville	Bartholomew	Johnson	Gibson	Lizton	Hendricks
Harveysville	Fountain	Johnsonville	Warren	Lodi	Parke
Hayden	Jennings	Johnstown	Knox	Logansport	Cass
Haysville	Dubois			Club	
		Jolietville	Hamilton	London	Shelby
Hazelwood Addition	Shelby	Jonestown	Vermillion	Long Lake	Wabash
Hazelton	Gibson	Jonesville	Bartholomew	Loogootee	Daviess & Martin
Hedrick	Warren			Lowell	Bartholomew
Helmsburg	Brown			Lucerne	Cass
Heltonville	Lawrence			Lukens Lake	Wabash
Hemlock	Howard			Lyford	Parke
Highland	Vermillion	Kempton	Tipton	Lynnville	Warrick
Hildebrand Village	Shelby	Kennard	Henry	Lyons	Greene
Hillisburg	Clinton	Kent	Jefferson		
Hillsboro	Fountain	Kilmore	Clinton		
Hillsboro	Henry	Kingman	Fountain		
Hillsdale	Vermillion	Kingston	Decatur		
Hobbs	Tipton	Kirklin	Clinton		
Hollybrook Lake	Owen	Klondyke	Decatur	Mace	Montgomery
Holton	Ripley	Knightsville	Vermillion	Mackey	Gibson
Homer	Rush	Kokomo	Clay	Macy	Miami
Honey Creek	Henry	Kramer	Howard	Madison	Jefferson
Hope	Bartholomew	Kyle	Warren	Manchester	Dearborn
Hortonville	Hamilton		Dearborn	Manhattan	Putnam
Howesville	Clay			Manilla	Rush
Hudnut	Parke			Manson	Clinton
Huntington	Huntington			Marco	Greene
Huntsville	Madison	Lafayette	Tippecanoe	Marengo	Crawford
Hymera	Sullivan	LaFontaine	Wabash	Marietta	Shelby
		Lagro	Wabash	Marion	Shelby
		Laketon	Wabash	Marion Heights & Sycamore Hill	Vigo
		Lanesville	Wabash	Markle	Huntington & Wells
		Lapel	Harrison		
		Larimer Hill	Madison		
		Laurel	Vigo	Markleville	Madison
Ijamsville	Wabash	Lawrenceport	Franklin	Marshfield	Warren
Independence	Warren	Leavenworth	Lawrence	Martinsville	Morgan
			Crawford	Marz (Middleburg)	Clay

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Maxwell	Hancock	Mount Summit	Henry	Numa	Parke
Mays	Rush	Mount Vernon	Wabash	Nyona Lake	Fulton
McCoy Lake	Decatur	Mulberry	Clinton		
McGraw Village	Hendricks				
Mecca	Parke				
Mechanicsburg	Henry				
Medora	Jackson			Oakford	Howard
Meiks Addition	Shelby			Oakland City	Gibson
Meilott	Fountain	Nabb	Scott & Clark	Oaktown	Knox
Merom	Sullivan	Naphew	Howard	Oakville	Delaware
Merom Station	Sullivan	Napoleon	Ripley	Ockley	Carroll
Messick	Henry	Nashville	Brown	Odon	Daviess
Metamora	Franklin	Nebraska	Jennings	Ogden	Henry
Metea	Cass	Needmore	Lawrence	Old Bath	Franklin
Meyerville	Dubois	Needmore	Vermillion	Oldenburg	Franklin
Michigantown	Clinton	Nevada	Tipton	Onward	Cass
Middleboro	Wayne	New Albany	Floyd	Oolitic	Lawrence
Middlefork	Clinton	New Alsace	Dearborn	Orange	Fayette
Middletown	Shelby	New Bath	Franklin	Orleans	Orange
Midland	Greene	Newberry	Greene	Osgood	Ripley
Milan	Ripley	New Castle	Henry	Onerbein	Tippecanoe & Benton
Millford	Decatur	New Goshen	Vigo	Otwell	Pike
Millersburg	Hamilton	New Lebanon	Sullivan	Owensville	Gibson
Milltown	Crawford & Harrison	New Lisbon	Henry		
		New London	Howard		
Millville	Henry	New Marion	Ripley		
Milroy	Rush	New Market	Montgomery	Palmyra	Harrison
Milton	Wayne	New Palestine	Hancock	Paragon	Morgan
		New Point	Decatur	Paris	Jennings
		Newport	Vermillion	Paris Crossing	Jennings
Mitchell	Lawrence	New Salem	Rush	Parkersburg	Montgomery
Mixerville	Franklin	Newtown	Fountain	Patoka	Gibson
Mohawk	Hancock	New Trenton	Franklin	Patrickburg	Owen
Monroe City	Knox	New Unionville	Monroe	Patton Hill	Lawrence
Montmorenci	Tippecanoe	New Washington	Clark	Paxton	Sullivan
Mooreland	Henry	New Whiteland	Johnson	Paynesville	Jefferson
Moores Hill	Dearborn	New Winchester	Hendricks	Peerless	Lawrence
Moran	Clinton	Nineveh	Johnson	Pekin	Washington
Morgantown	Morgan	Noblesville	Hamilton	Pence	Warren
Morris	Ripley	Norristown	Shelby	Penntown	Ripley
Morristown	Shelby	Northfield	Boone	Perkinsville	Madison
Moscow	Rush	Northgate Subdivision	Bartholomew	Perrysburg	Miami
		North Grove	Miami	Perrysville	Vermillion
Mount Carmel	Franklin	North Manchester	Wabash	Petersburg	Pike
Mount Comfort	Hancock	North Rochester	Fulton	Petersville	Bartholomew
Mount Lawn	Henry	North Salem	Hendricks	Pettit	Tippecanoe
Mount Meridian	Putnam	North Vernon	Jennings	Philadelphia	Hancock
Mount Carmel	Franklin	North Manchester	Wabash	Petersburg	Pike
Mount Comfort	Hancock	North Rochester	Fulton	Petersville	Bartholomew
Mount Lawn	Henry	North Salem	Hendricks	Pettit	Tippecanoe
Mount Meridian	Putnam	North Vernon	Jennings	Philadelphia	Hancock

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<u>Urban Area</u>	<u>County</u>	<u>Urban Area</u>	<u>County</u>	<u>Urban Area</u>	<u>County</u>
Phlox	Howard	Royal Center	Cass	Somerset	Wabash
Pierceville	Ripley	Rugby	Bartholomew	Somerville	Gibson
Pimento	Vigo	Rushville	Rush	South Boston	Washington
Pittsburg	Carroll	Russellville	Putnam		
Plainfield	Hendricks	Russiaville	Howard	SouthEast Manor	Shelby
Plainville	Daviess			South Gate	Franklin
Pleasant Gardens	Putnam			Spades	Ripley
Pleasant View	Shelby			Sparta	Dearborn
Pleasantville	Sullivan	Saint Bernice	Vermillion	Speed	Clark
Plevna	Howard	Saint Leon	Dearborn	Speicherville	Wabash
Poland	Clay	Saint Louis	Bartholomew	Spencer	Owen
Poseyville	Posey	Saint Louis Crossing	Bartholomew	Springersville &	
Pottawattomie Point	Cass	Saint Marys	Vigo	Lyonsville	Fayette
Prairie Creek		Saint Ormer	Decatur	Spring Lake	Hancock
(Middletown)	Vigo	Saint Paul	Shelby & Decatur	Springport	Henry
Prairieton	Vigo	Saint Peter	Franklin	Springville	Lawrence
Princeton	Gibson	Salem	Washington	Spurgeon	Pike
Prospect	Orange	Sandborn	Knox	Stanford	Monroe
Putnamville	Putnam	Sandcut	Vigo	State Line	Warren
Pymont	Carroll	Sanders	Monroe	Staunton	Clay
Quaker	Vermillion	Sandford	Vigo	Stewartsville	Posey
Queensville	Jennings	Sandusky	Decatur	Stilesville	Hendricks
		Sandytown	Vermillion	Stinesville	Monroe
Raccoon	Putnam	Sardinia	Decatur	Stockwell	Tippecanoe
Radnor	Carroll	Scenic Hill	Martin	Stone Bluff	Fountain
Ragsdale	Knox	Scipio	Jennings	Stones Crossing	Johnson
Raleigh	Rush	Scircleville	Clinton	Strawtown	Hamilton
Ramsey	Harrison	Sedalia	Clinton		
Randall	Vermillion	Seelyville	Vigo	Strinstown	Hancock
Raymond	Franklin	Sellersburg	Clark	Stringtown	Sullivan
Rays Crossing	Shelby	Servia	Wabash	Sugar Creek	Vigo
Reddington	Jackson	Seymour	Jackson	Sullivan	Sullivan
Reelsville	Putnam	Sharon	Carroll	Sulphur Springs	Henry
Rexville	Ripley	Sharpsville	Tipton	Summit Grove	Vermillion
Rhodes	Vermillion	Shelburn	Sullivan	Sunman	Ripley
Richland	Rush	Shelbyville	Shelby	Surprise	Jackson
Rich Valley	Wabash	Shepardsville	Vigo		
Riley	Vigo	Sheridan	Hamilton	Switz City	Greene
Riverside	Fountain	Shirkieville	Vigo	Sycamore	Howard
Riverton	Sullivan	Shirley	Hancock & Henry	Syndicate	Vermillion
Riverwood	Hamilton	Shirley Hill	Sullivan		
Roachdale	Putnam	Shoals	Martin		
Roann	Wabash	Showalter Addition	Shelby		
Rob Roy	Fountain	Sidney	Kosciusko		
Rochester	Fulton	Silverwood	Fountain		
Rockfield	Carroll	Sims	Grant	Taswell	Crawford
Romona	Owen	Sloan	Warren	Taylorville	Bartholomew
Rosedale	Parke	Smithland	Shelby	Tecumseh	Vigo
Rosston	Boone	Smiths Valley	Johnson	Terre Haute	Vigo
Rossville	Clinton	Smithville	Monroe	Toad Hop	Vigo

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Page 6 of 6**INDEX OF CITIES, TOWNS AND UNINCORPORATED COMMUNITIES SERVED BY
COMPANY UNDER RATE SCHEDULES WHICH ARE EFFECTIVE FOR
THE DISTRIBUTION SYSTEM OF SUCH CITY, TOWN OR UNINCORPORATED COMMUNITY**

<u>Urban Area</u>	<u>County</u>	<u>Urban Area</u>	<u>County</u>	<u>Urban Area</u>	<u>County</u>
Trafalgar	Johnson	Waldron	Shelby	Whitestown	Boone
Treaty	Wabash	Walesboro	Bartholomew	Whitesville	Montgomery
Tree Springs	Vermillion	Wallace	Fountain	Whitewater	Wayne
Turner	Clay	Walton	Cass	Whitfield	Martin
Twelve Mile	Cass	Warrington	Hancock	Wilfred	Sullivan
		Waveland	Montgomery	Wilkinson	Hancock
		Waynesville	Bartholomew	Williams	Lawrence
		Webster	Wayne	Williamsburg	Wayne
		Wehmeler Addition	Bartholomew	Willow Branch	Hancock
Universal	Vermillion	Weisburg	Dearborn	Wilmington	Dearborn
Urbana	Wabash	West Baden	Orange	Windfall	Tipton
Utica	Clark	West Clinton	Vermillion	Wirt	Jefferson
		West College Corner	Union	Worthington	Greene
		West Dana	Vermillion	Wrights Corner	Dearborn
		Westfield	Hamilton		
		West Lafayette	Tippecanoe		
Vallonia	Jackson	West Lebanon	Warren		
Van Blaricum		West Liberty	Howard		
Subdivision	Bartholomew	West Middleton	Howard	Yorkville	Dearborn
Vernon	Jennings	Westphalia	Knox	Young America	Cass
Versailles	Ripley	West Point	Tippecanoe	Youngstown	Vigo
Vevay	Switzerland	Westport	Decatur	Yountsville	Montgomery
Vicksburg	Greene	West Terre Haute	Vigo		
Vincennes	Knox	Westwood	Henry		
		Wheatland	Knox		
		Wheeling	Carroll		
		Whitcomb	Franklin	Zephyr Village	Bartholomew
Wabash	Wabash	White Rose	Greene	Zionsville	Boone

**INDEX OF COUNTIES IN WHICH COMPANY RENDERS SERVICE UNDER RATE
SCHEDULES WHICH ARE EFFECTIVE FOR RURAL AREAS**

<u>County</u>	<u>County</u>
Bartholomew	Lawrence
Benton	
Boone	Madison
Brown	Marion
	Martin
Carroll	Miami
Cass	Monroe
Clark	Montgomery
Clay	Morgan
Clinton	
Crawford	Orange
	Owen
Daviess	
Dearborn	Parke
Decatur	Pike
Delaware	Posey
Dubois	Putnam
Fayette	Randolph
Floyd	Ripley
Fountain	Rush
Franklin	
Fulton	Scott
	Shelby
Gibson	Sullivan
Grant	Switzerland
Greene	
	Tippecanoe
Hamilton	Tipton
Hancock	
Harrison	Union
Hendricks	
Henry	Vermillion
Howard	Vigo
Huntington	
	Wabash
Jackson	Warren
Jefferson	Warrick
Jennings	Washington
Johnson	Wayne
	Wells
Knox	Whitley
Kosciusko	

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GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

1. Definitions

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

Abbreviations: The following abbreviations will be used:

Horsepower	—HP
Kilovolt-ampere(s)	—KVA
Kilowatt(s)	—KW
Kilowatt-hour(s)	—KWH
Load Factor	—LF
Overhead System	—OH
Power Factor	—PF
Reactive Kilovolt-ampere(s)	—KVAR
Reactive Volt-ampere(s)	—VAR
Reactive Kilovolt-ampere(s) Hours	—RKVAH
Underground System	—UG
Volt-ampere(s)	—VA
Watt(s)	—W

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

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

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

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

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

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

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

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

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

Company: Duke Energy Indiana, LLC, formerly named PSI Energy, Inc., sometimes referred to as Duke Energy Indiana or Duke Energy.

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

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

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

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

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

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

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

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

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

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

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

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

KVAR: 1,000 reactive volt-amperes (VAR).

KW: 1,000 Watts.

KWH: The use of the active component of power where 1 KWH is equal to 1 KW used for 1 hour. For example, a 100 Watt light bulb used continuously for 730 hours is equal to 73 KWHs:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VAR: Reactive component of power.

Watt (W): Active component of power.

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GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

2. Tariff on File

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

3. Application, Service Request or Contract

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

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- 3.6. The benefit and obligations under any service request or contract shall inure to and be binding upon the successors and assigns, survivors and executors or administrators (as the case may be) of the original parties thereto; provided, however, that no assignment shall be made by Customer without first obtaining Company's written consent. Company may require the successor either to execute with Company an assignment agreement wherein the successor-Customer assumes and agrees to be bound by the original contract, or to execute a new contract for service.
- 3.7. At a residential premise where service has been disconnected at the request of a former occupant, Company may, at its discretion, leave a notice in a conspicuous place on the premises advising the new occupant that service can be obtained by closing the service entrance switch. Each such notice will have an attached post card, preaddressed to Company, which requires the filling in of certain information. Closing of the switch and taking service shall constitute an application for service; however, such action and the mailing of the post card to Company shall not relieve Customer from making a service deposit, if required, in accordance with division 4 hereof.

4. Service Deposit

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

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Page 7 of 17**GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE****5. Service to be Furnished**

- 5.1 When requested by the Company, Customer shall advise Company fully with respect to (i) the location of premises where service is desired and (ii) all equipment to be operated.
- 5.2 Company shall advise Customer concerning the character of service to be supplied, and shall determine the location of the delivery point, and the location of the meter.
- 5.3 As the facilities provided by Company for supplying service to Customer have definite capacity limitations, Customer shall not make any significant increase in requirements without sufficient advance notice to Company in order to provide a reasonable time in which Company may increase the capacity of its facilities. Failure to provide such notice to Company shall make Customer liable for damages which may be occasioned to the meters or other facilities by overload.
- 5.4 Before Company will make any changes in its facilities to increase capacity to a customer, a new application or contract for service may be required by the Company.

6. Character of Service**6.1 Available Voltages and Transformer Size Limits**

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

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

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

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

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

6.2 Single Phase

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

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

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

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

6.3 Three Phase

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

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

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

GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

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

6.4 Service at Primary Distribution Line Voltages

Voltages listed below are not available at all locations:

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

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

6.5 Service at Transmission Line Voltages

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

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

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

6.6 Point of Service Connection

A. Overhead Service

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

B. Underground Service

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

GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

C. Underground Network Services

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

D. Change of Service

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

7. Predication of Rates

7.1 Company's rate schedules, except as provided for in items (1), (2), and (3) hereunder, are predicated upon the supply of service to one premises, at one standard voltage, at one delivery point and through one meter for the ultimate use by one Customer.

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

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

8. Rate Schedule Selection

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

9. Service Extensions/Modifications

- 9.1 Unless otherwise provided in the Company's rate schedules or rules and regulations, the Company will extend its lines and facilities in accordance with the Rules and Regulations of Service for Electrical Utilities in Indiana as promulgated by the Commission.
- 9.2 Whenever, in the opinion of the Company, the necessary expenditure to make connection to an applicant for service is not warranted by the Company's estimate of prospective revenues to be derived therefrom, or whenever, in the opinion of the Company, the permanence of the Customer's load is questionable, the Company may require the applicant to make an advance deposit for line construction or service connection in accordance with the applicable Standard Contract Rider—Line Extension—Advance Deposit.
- 9.3 If a customer request for his convenience, or by his actions, requires that utility facilities be redesigned, reengineered, relocated, removed, modified or reinstalled, the utility may require the customer to make payment to it of the full cost of performing such service.

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GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE**10. Company Equipment on Customer's Premises**

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

11. Customer's Installation

- 11.1 Customer shall install and maintain suitable entrance equipment, switches, and protective devices to afford reasonably adequate protection to Company's property and system against fault originating beyond the delivery point to Customer.
- 11.2 All such Customer's equipment shall be constructed and maintained subject to approval by authorized inspection and in accordance with the National Electric Code, any Federal, state or local law, and Company requirements in effect at the time of installation.

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GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

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

12. Rendering and Payment of Bills

- 12.1 Bills for service will be rendered monthly at intervals of approximately thirty days and will be based on the charges set forth in the rate schedules and are payable using any of the Company's current payment options.
- 12.2 All bills are rendered as "net" bills which will be subject to a late payment charge of 3% of net bill when not paid within 17 days following the mailing of the bill; provided, however, that any Customer requesting an Adjusted Due Date shall be allowed an additional period of time for payment of the net bill as hereinafter provided. Company may, at its option, forego the assessment of a late payment charge.
- An Adjusted Due Date is available to any qualifying residential customer who either (a) receives a social agency or pension check and who is not engaged in any full-time employment, including self-employment, or (b) is a member of the Reserves or the National Guard who is on active military duty, or (c) has special circumstances as determined at the discretion of a Customer Service Representative. A residential customer requesting an Adjusted Due Date will have an additional period of time for payment of the net bill for service. A customer's bill due date can be deferred a maximum of 10 billing cycles – about two (2) weeks.
- 12.3 Failure to receive a bill shall not entitle Customer to pay the net bill after the designated date has passed. Upon request, Company will inform Customer of the approximate date on which Customer should receive the bill each month and, if the bill is lost, Company will issue a duplicate.
- 12.4 Initial or final bills for service supplied for not less than 27 days or for not more than 35 days will be calculated on the basis of the applicable rate schedule. A billing for a period covering a shorter period than 27 days or a longer period than 35 days will be calculated on the basis of the proportion that the number of days of actual service bears to the number of days in the bill cycle.
- 12.5 Final bills will be due and payable at the time of discontinuance of service
- 12.6 When Company is unable to obtain the reading of a meter after reasonable effort, it may estimate the reading and render a bill, so marked.
- 12.7 In the event Company's meter fails to register properly for any reason, Company shall estimate Customer's energy use and/or maximum load during the period of failure based on such factors as Customer's normal load and energy usage during a like corresponding period.

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GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

- 12.8 When Company has discontinued service for nonpayment of a bill, as provided for in subdivision 14.2(a), a reconnection charge of \$25.00 shall be required when service is supplied under rate schedules so providing before service is reconnected.
- 12.9 When Company is required to reprocess a check rendered for payment of a Customer bill, a handling charge of \$20.00 shall be added to the Customer's billing.

13. Customer's Request to Discontinue Service

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

14. Company's Right to Refuse or Discontinue Service

- 14.1 Company may refuse or discontinue service to any Customer (and refuse to serve any other member of the same household or firm at the same premises) without notice for any of the following reasons:
- (a) When, in the Company's opinion, a condition exists that is dangerous or hazardous to life, physical safety or property;
 - (b) When emergency repairs must be made to Company's facilities or system;
 - (c) When there has been tampering with Company's meters or equipment, or evidence of fraudulent or unauthorized use of energy in such a manner as to circumvent Company's meter; or
 - (d) When ordered to do so by a court, the Commission, another duly authorized public authority or authorized governmental agency.
- 14.2 Company may discontinue service to any Customer (and refuse to serve any other member of the same household or firm at the same premises) with reasonable notice for any of the following reasons in accordance with the Rules and Regulations of Service for Electrical Utilities in Indiana as promulgated by the Commission:
- (a) When any bill remains unpaid;
 - (b) When planned repairs are to be made to Company's facilities or system;
 - (c) When Customer denies access by employees of Company to its meter or other facilities;
 - (d) When Customer uses equipment in such a manner as to adversely affect Company's system or service supplied by Company to other customers; or
 - (e) When Customer fails to comply with the provisions of (i) the Tariff, or (ii) the contract for service.

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14.3 Discontinuance of service in accordance with the provisions of subdivisions 14.1 and 14.2 above shall not constitute a breach of any obligation of Company under any contract for service with Customer, and Company shall not in any case be liable to Customer for any damages resulting from such discontinuance of service.

15. Meter Accuracy—Adjustment

15.1 All service supplied by Company will be measured by meters of standard manufacture which are owned, installed and maintained by Company, except under rate schedules in which the charges for service are on an unmetered rate predicated on an estimated use of either Company's or Customer's equipment such as street lighting, traffic signals, etc.

15.2 Meter accuracy and periodic tests for accuracy shall be maintained in accordance with the Rules and Regulations of Service for Electrical Utilities in Indiana as promulgated by the Commission.

15.3 When a meter is not recording within the limits of accuracy prescribed by the rules referred to in subdivision 15.2, an adjustment to billings may be made in accordance with such rules.

16. Interruptions, Variations in Service Characteristics

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

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

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

17. Non Permanent Service

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

17.2 If Customer takes service beyond a 12 month continuous period, Customer will be eligible to receive a refund of the Customer's payment under subdivision 17.1, as outlined in the applicable Standard Contract Rider-Line Extension-Advance Deposit.

17.3 Service supplied to a non permanent connection will be billed under the applicable rate schedule.

17.4 Customer may be required to make a deposit to insure payment of charges as specified in division 4 hereof.

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GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

18. Customer's Use of Service—Resale and Redistribution

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

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

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

20. Customer's Inability to Operate

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

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20.3 In either event, subdivisions 20.1 and 20.2 above, Customer shall be billed under the rate schedule in effect at the time of the occurrence for the electric requirements used during each such billing period.

21. Tax Adjustment

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

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

22. Service Contracts

Customer may contract with Company to provide energy related services not specifically contained within this electric tariff. Such contract services may include, but not be limited to, maintenance of Customer owned electrical facilities, installation of electrical facilities on Customer's premise, and engineering/construction related services. Customer and Company shall enter into a contract specifying the terms and conditions under which such contract services will be provided. The cost of providing such contract services will be based on a similar work order methodology used by Company to establish costs of supplying similar services under this electric tariff, including applicable administrative and overhead charges. The terms of payment for such contract services will be mutually agreed to by Customer and Company. The payment for such services may appear as a separate item on the Customer's bill for electric service. Contracting for such services under this Item 22 will in no way affect Customer's and Company's respective obligations regarding the rendering of and payment for electric service under this electric tariff and the applicable rate schedule.

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RATE RS--SCHEDULE FOR RESIDENTIAL AND FARM ELECTRIC SERVICE

Availability

Available for all residential purposes and farm operations through one meter to individual customers whose maximum load requirements do not exceed 75 kilowatts.

Character of Service

Alternating current, sixty Hertz, single phase at a voltage of approximately 120/240 volts three-wire, or 120/208 volts three-wire as designated by the Company.

Rate*

Connection Charge	\$9.40
First 300 kWh	\$0.092945 per kWh
Next 700 kWh.....	\$0.054178 per kWh
Over 1000 kWh	\$0.044464 per kWh

Monthly Minimum Charge

The minimum charge shall be the Connection Charge.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by Customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

When a reconnection of service is made for a Customer at the same location more often than once in a twelvemonth period and service has in each case been disconnected at the Customer's request, a charge may be made by the Company for such reconnection of service.

Equalized Monthly Payment Plan

Company may, upon the request of Customer, bill Customer, commencing with the next full month's bill and for the next successive 10 months, an amount equal to one-twelfth (1/12) of the estimated cost for all electric service rendered at the premises during the next twelve-month period under this rate schedule. During the first eleven months the cost of each month's service calculated under this rate schedule will be charged to Customer's account, and all payments made by Customer will be credited to this account. The bill rendered for the twelfth month will include the adjustment for the difference between the actual billing for the first eleven months and the payments made by Customer during the same period.

If at any time during the first eleven months it is apparent that Customer's expected use of service has been over or under estimated, Company shall have the right to revise the estimate and modify the succeeding monthly billings accordingly. When the monthly payments have been re-estimated, Company will advise Customer of the revised amount to be paid.

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Page 2 of 2**RATE RS--SCHEDULE FOR RESIDENTIAL AND FARM ELECTRIC SERVICE****Budget Billing Plan**

Company may, upon the request of Customer, bill Customer, commencing with the next full month's bill and for the next two successive months, an amount equal to one-twelfth (1/12) of the cost for all electric service rendered at the premises during the immediately preceding twelve-month period under this rate schedule. An updated amount to be billed Customer for each of the next three consecutive months shall be calculated to be the amount equal to one-twelfth (1/12) of the cost for all electric service rendered at the premises during the then immediately preceding twelve-month period under this rate schedule. Customer's bill for each month of subsequent quarterly periods shall be similarly calculated. The cost of each month's service calculated under this rate schedule will be charged to Customer's account, and all payments made by Customer will be credited to this account. At the end of the initial twelve-month period that Customer's request is in effect, and at the end of each twelve-month period thereafter that Customer's request is in effect, Company will determine the difference between the cost for actual electric service rendered at the premises under this rate schedule and the amounts billed Customer for those twelve months, and Company shall add or subtract, as appropriate, one-twelfth (1/12) of that difference to each of the next twelve bills to be sent to Customer.

If at any time it is apparent that Customer's expected use of service has been over or under estimated, Company shall have the right to revise the estimate and modify the succeeding billings accordingly. When the billings have been re-estimated, Company will advise Customer of the revised amount to be paid.

Special Terms and Conditions

1. Service under this rate schedule will be limited to an individual customer's maximum load requirement not in excess of 75 kilowatts. If customer's load requirements after June 11, 1981, are in excess of 75 kilowatts, service will be furnished to customer under the Company's applicable power rates. Customer will have the option, in accordance with Item 7—Predication of Rates of the General Terms and Conditions for Electric Service, to separate his load requirements so that 75 kilowatts of such load can be metered and billed under the residential rate and the remaining load to be metered and billed under the applicable nonresidential rate schedule.
2. When regular monthly meter readings cannot be reasonably obtained from the metering facilities normally supplied by Company due to the inaccessibility of such metering facilities, Customer may request the installation of a remote meter reading register (RMRR). The approval for the installation of such RMRR shall be at the sole discretion of Company. Customer and Company shall enter into a contract providing for the installation of such RMRR and a one-time nonrefundable payment of \$75.00.

The monthly meter readings obtained from such RMRR shall be used to compute Customer's monthly charges under this rate schedule; provided, however, once a year the meter reading from the metering facilities normally supplied by Company shall be compared with the meter reading from the RMRR. Any difference between such readings shall result in appropriate adjustment to Customer's billing for such prior year.

*Subject to the applicable rate adjustment riders listed in Appendix A.

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**STANDARD CONTRACT RIDER NO. 6.3
OPTIONAL HIGH EFFICIENCY
RESIDENTIAL SERVICE**

Availability

Available only for residential service through one meter to individual Customers whose maximum load requirements do not exceed 75 kilowatts and who meet the availability requirements set forth in this Rider. This rider is no longer available after December 15, 2006 for existing home heating and cooling equipment replacements. Customers currently being provided service under this rider or who have started construction of a residential dwelling prior to December 1, 2006 can continue being provided service under this rider until this rider is terminated. New homes with an account start date on or before December 1, 2006 must be completed by March 1, 2007 to qualify for this rider.

Character of Service

Alternating current, sixty Hertz, single phase at a voltage of approximately 120/240 volts three-wire, or 120/208 volts three-wire as designated by the Company.

Rate*

Connection Charge	\$9.40
First 300 kWh	\$0.092945 per kWh
Next 700 kWh	\$0.054178 per kWh
Over 1000 kWh	
(kWh usage for the billing cycle months of July through October).....	\$0.044464 per kWh
(kWh usage for the billing cycle months of November through June)	\$0.037794 per kWh

Monthly Minimum Charge

The minimum charge shall be the Connection Charge.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by Customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

When a reconnection of service is made for a Customer at the same location more often than once in a twelve-month period and service has in each case been disconnected at the Customer's request, a charge may be made by the Company for such reconnection of service.

Equalized Monthly Payment Plan

Company may, upon the request of Customer, bill Customer, commencing with the next full month's bill and for the next successive 10 months, an amount equal to one-twelfth (1/12) of the estimated cost for all electric service rendered at the premises during the next twelve-month period under this rate schedule. During the first eleven months the cost of each month's service calculated under this rate schedule will be charged to Customer's account, and all payments made by Customer will be credited to this account. The bill rendered for the twelfth month will include the adjustment for the difference between the actual billing for the first eleven months and the payments made by Customer during the same period.

If at any time during the first eleven months it is apparent that Customer's expected use of service has been over or under estimated, Company shall have the right to revise the estimate and modify the succeeding monthly billings accordingly. When the monthly payments have been re-estimated, Company will advise Customer of the revised amount to be paid.

Budget Billing Plan

Company may, upon the request of Customer, bill Customer, commencing with the next full month's bill and for the next two successive months, an amount equal to one-twelfth (1/12) of the cost for all electric service rendered at the premises during the immediately preceding twelve-month period under this rate schedule. An updated amount to be billed Customer for each of the next three consecutive months shall be calculated to be the amount equal to one-twelfth (1/12) of the cost for all electric service rendered at the premises during the then immediately preceding twelve-month period under this rate schedule. Customer's bill for each month of subsequent quarterly periods shall be similarly calculated. The cost of each month's service calculated under this rate schedule will be charged to Customer's account, and all payments made by

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**STANDARD CONTRACT RIDER NO. 6.3
OPTIONAL HIGH EFFICIENCY
RESIDENTIAL SERVICE**

Budget Billing Plan (Contd.)

Customer will be credited to this account. At the end of the initial twelve-month period that Customer's request is in effect, and at the end of each twelve-month period thereafter that Customer's request is in effect, Company will determine the difference between the cost for actual electric service rendered at the premises under this rate schedule and the amounts billed Customer for those twelve months, and Company shall add or subtract, as appropriate, one-twelfth (1/12) of that difference to each of the next twelve bills to be sent to Customer.

If at any time it is apparent that Customer's expected use of service has been over or under estimated, Company shall have the right to revise the estimate and modify the succeeding billings accordingly. When the billings have been re-estimated, Company will advise Customer of the revised amount to be paid.

Special Terms and Conditions

This Rider shall be limited to residential Customers who meet the following availability requirements:

- A. For single family, multi-family or mobile homes, the space conditioning system shall include either an air-to-air or geothermal water source or earth coupled electric heat pump with a SEER of 14.0 or higher or have an EER of 10.5 or higher as rated by Air Conditioning and Refrigeration Institute (ARI) Standards.
- B. If the construction of the home was completed prior to April 6, 1990, the air supply duct system must meet air flow requirements for all living areas as required by heat loss/gain calculations. If the construction of the home was completed on or after April 6, 1990, the air supply duct system must meet the standards set forth by ACCA (Air Conditioning Contractors of America) Manual D and must meet air flow requirements for all living areas as required by heat loss/gain calculations. All HVAC duct work not installed within the heated envelope must be insulated to a minimum R-19.
- C. Space conditioning systems installed on or after April 6, 1990 shall be installed by a Refrigeration Service Engineers Society (RSES) or North American Technical Excellence (NATE) heat pump certified technician.
- D. The home must be constructed to meet the State Building Code requirements for thermal insulation levels as set forth in the Indiana Energy Conservation Code (675-IAC-19).

Company will perform on-site inspections to verify that Customer meets the above availability requirements.

*Subject to the applicable rate adjustment riders listed in Appendix A.

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RATE CS—SCHEDULE FOR COMMERCIAL ELECTRIC SERVICE

Availability

Available through one meter to any commercial customer whose maximum load requirements do not exceed 75 kilowatts.

Character of Service

Alternating current, sixty Hertz, single phase at a voltage of approximately 120/240 volts three-wire, or 120/208 volts three-wire as designated by the Company.

Rate*

Connection Charge	\$9.40
First 300 kWh.....	\$0.082409 per kWh
Next 700 kWh	\$0.072873 per kWh
Next 1500 kWh.....	\$0.061696 per kWh
Over 2500 kWh	\$0.041179 per kWh

Monthly Minimum Charge

The minimum charge shall be the Connection Charge.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by Customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

When a reconnection of service is made for a customer at the same location more often than once in a twelve-month period and service has in each case been disconnected at the Customer's request, a charge may be made by the Company for such reconnection of service.

Special Terms and Conditions

1. Service under this rate schedule will be limited to an individual customer's maximum load requirement not in excess of 75 kilowatts. If customer's load requirements, after June 11, 1981, are in excess of 75 kilowatts, service will be furnished to customer under the Company's applicable power rates.
2. Unmetered electric service will be available under this rate schedule for the operation of municipal sirens (e.g., Fire, Tornado, Emergency Management, etc.) with single phase electric motors not in excess of 7-1/2 horsepower capacity. Such municipal siren service will be billed monthly at the Connection Charge rate, of this rate schedule, per delivery point
3. Electric service will be available under this rate schedule for the operation of CATV distribution line power supply equipment. Such service will be available only on a metered basis. Each individual metering point for such CATV Customer shall be billed the Connection Charge of this rate schedule, and all kWh will be billed at a rate of \$0.039401 per kWh*.

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1000 East Main Street
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RATE CS—SCHEDULE FOR COMMERCIAL ELECTRIC SERVICE

Special Terms and Conditions (Contd.)

4. Electric service will be provided under this rate schedule for the operation of Fiber Optic Cable (FOC) equipment. This service is no longer available. Each individual delivery/transformation point for such FOC Customer shall be billed the Connection Charge of this rate schedule, and each pedestal will be billed at a rate of \$1.06 per month.
5. When regular monthly meter readings cannot be reasonably obtained from the metering facilities normally supplied by Company due to the inaccessibility of such metering facilities, Customer may request the installation of a remote meter reading register (RMRR). The approval for the installation of such RMRR shall be at the sole discretion of Company. Customer and Company shall enter into a contract providing for the installation of such RMRR and a one time nonrefundable payment of \$75.00

The monthly meter readings obtained from such RMRR shall be used to compute Customer's monthly charges under this rate schedule; provided, however, once a year the meter reading from the metering facilities normally supplied by Company shall be compared with the meter reading from the RMRR. Any difference between such readings shall result in appropriate adjustment to Customer's billing for such prior year.

6. Electric service will be available under this rate schedule for the operation of low power equipment used in the delivery of broadband services. All kWh will be billed at a rate of \$0.065268 per kWh*.

*Subject to the applicable rate adjustment riders listed in Appendix A.

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**STANDARD CONTRACT RIDER NO. 7.1
OPTIONAL HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE
APPLICABLE TO RATE CS**

Availability

This Rider will be available to any total electric commercial customer whose space conditioning requirements are provided by an energy efficient electric space conditioning system and whose maximum load requirements do not exceed 75 kilowatts.

Character of Service

Alternating current, sixty Hertz, single phase at a voltage of approximately 120/240 volts three-wire, or 120/208 volts three-wire as designated by the Company.

Rate*

Connection Charge	\$25.00	
Maximum Load Charge (Monthly) Each kW of Billing Maximum Load	\$10.00	per kW
Energy Charge For all energy used per month	\$0.014893	per kWh

Monthly Minimum Charge

The Minimum Charge shall be the Connection Charge.

Billing Maximum Load

Billing Maximum Load for the month shall be the Maximum Load for the month.

Measurement of Maximum Load and Energy

Maximum Load shall be measured by suitable recording instruments provided by the Company, and, in any month the maximum Load shall be the average number of kilowatts in the thirty-minute interval during which the energy metered is greater than in any other thirty-minute interval in such month.

Energy shall be measured by suitable integrating instruments.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by Customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

When a reconnection of service is made for a Customer at the same location more often than once in a twelve-month period and service has in each case been disconnected at the Customer's request, a charge may be made by the Company for such reconnection of service.

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**STANDARD CONTRACT RIDER NO. 7.1
OPTIONAL HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE
APPLICABLE TO RATE CS**

Special Terms and Conditions

1. The availability of the Rider is limited to the electric requirements of a total electric commercial building whose air conditioning requirements are provided by energy efficient electric equipment. All air conditioning equipment within a total electric commercial building, based on equipment type, shall meet the following energy efficiency standards:

TYPE	SIZE	SEER/EER
Packaged Terminal Air Conditioners (PTAC) and Packaged Terminal Heat Pumps (PTHP)	All Sizes	Min. 9.2 EER
Unitary Air Conditioners (Air Cooled Split Systems and Heat Pumps)	Less Than 65,000 BTUH	Min. 11.0 SEER
Rooftop Units (Includes Rooftop Heat Pumps)	Less Than 65,000 BTUH	Min. 9.0 EER

2. In cases where any air conditioning equipment is not covered by the above energy standards, the Company shall have sole discretion as to whether such equipment qualifies in terms of the Customer being eligible for this Rider.

*Subject to the applicable rate adjustment riders listed in Appendix A.

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RATE LLF—SCHEDULE FOR LOW LOAD FACTOR SERVICE

Availability

Available to any Customer contracting for light and/or power purposes, provided, however, that all electric service at one location on Customer's premises is supplied hereunder.

Character of Service

Electric energy supplied hereunder shall be alternating current, sixty Hertz, at any standard single phase and/or polyphase voltage supplied by Company in the locality for which the service is requested.

Connection Charges Per Month:

Secondary	\$ 15.00
Primary and Primary Direct	\$ 75.00
Transmission	\$300.00

Rate For Primary and Transmission Service*

Maximum Load Charge (Monthly)

Primary Service at Nominal Voltage of 2,400 to 34,500 Volts

Each kW of Billing Maximum Load	\$4.11 per kW
Energy Charge (In Addition to the Maximum Load Charge).....	\$0.035994 per kWh

Primary Direct Service at Nominal Voltage of 2,400 to 34,500 Volts

Each kW of Billing Maximum Load	\$4.00 per kW
Energy Charge (In Addition to the Maximum Load Charge).....	\$0.035100 per kWh

Transmission Line Service at Nominal Voltage of 69,000, 138,000, 230,000 or 345,000 Volts Each kW of Billing Maximum Load	\$3.50 per kW Energy Charge
(In Addition to the Maximum Load Charge).....	\$0.033953 per kWh

kVAr Charge

For Each kVAr of the Monthly Billed kVAr Demand.....	\$0.24 per kVAr*
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Rate For Secondary Service*

First 300 kWh	\$0.107889 per kWh
Next 700 kWh.....	\$0.086889 per kWh
Next 1500 kWh.....	\$0.077989 per kWh
Over 2500 kWh	\$0.058189 per kWh

Load Factor Provision

That portion of monthly use which is in excess of 190 hours use of the Billing Maximum Load will be billed at the following rate:

Next 110 hours use of Billing Maximum Load	\$0.051588 per kWh
Over 300 hours use of Billing Maximum Load	\$0.046789 per kWh

kVAr Charge

For Each kVAr of the Monthly Billed kVAr Demand.....	\$0.24 per kVAr*
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*Until such time as Company has installed the appropriate metering and billing facilities to bill Secondary Customers for kVAr usage, the kVAr charge will not apply to Secondary Customers.

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RATE LLF—SCHEDULE FOR LOW LOAD FACTOR SERVICE

Billing Maximum Load

Billing Maximum Load shall be measured by suitable instruments, provided by Company, and, in any month the Billing Maximum Load shall be the average number of kilowatts in the thirty-minute interval during which the energy metered is greater than in any other thirty-minute interval in such month. When energy is metered through more than one meter (as permitted under "Item 1" of "Special Terms and Conditions" hereof) the Billing Maximum Loads, separately determined for each meter, shall be added together for determining the Billing Maximum Load for the month.

Suitable instruments will be installed by Company to determine the Billing Maximum Load.

Billing of kVAR

For Customers who have pulse metering, the billed kVAR demand will be determined by trigonometric calculation using the customer's peak 30 minute kW demand for the month and the power factor coincident with the peak 30 minute kW demand for the month. For Customers who do not have pulse metering, the billed kVAR demand will be determined by trigonometric calculation using the Customer's peak 30 minute kW demand for the month and the average power factor for the month.

Measurement of Energy

Energy shall be measured by a suitable integrating instrument or instruments.

Metering Adjustments

At the option of the Company, service hereunder may be metered at voltage levels different from delivered voltages. In the event metered voltages exceed delivered voltages, before computing the charges, the actual measurement of energy, kVAR and Billing Maximum Load shall be decreased by one percent (1%). In the event delivered voltages exceed metered voltages, before computing the charges, the actual measurement of energy, kVAR and Billing Maximum Load shall be increased by one percent (1%).

Monthly Minimum Charge

For customers served at or above primary voltages, the Monthly Minimum Charge shall be the greater of the Billing Maximum Load Charge or the Connection Charge .

For customers served at secondary voltage, the Monthly Minimum Charge shall be the Connection Charge.

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by Customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

When a reconnection of service is made for a Customer at the same location more often than once in a twelve-month period and service has in each case been disconnected at the Customer's request, a charge may be made by the Company for such reconnection of service.

RATE LLF—SCHEDULE FOR LOW LOAD FACTOR SERVICE

Special Terms and Conditions

1. All service hereunder may be furnished through one meter, or through not more than one meter for the lighting service and one meter for the power service, unless the law requires that a separate service for exit lighting be installed, in which case an additional meter for the exit lighting will be installed by the Company.
2. Where service is metered at secondary voltage, as hereinabove designated, the service will normally be supplied from Company's distribution line transformers.
3. Where primary voltage, as hereinabove designated, is required, Company will furnish one transformation to a standard voltage, provided, however, that where the service supplied is three phase and the voltage of the load side of such transformation is approximately 480 or 240 Volts delta and Customer requires approximately 120/240 Volts three-wire, for lighting purposes, Company will supply the transformation to obtain such lighting voltage.
4. Where Customer requests transformation to more than one standard voltage or service of a standard voltage at more than one location within his premises, Company will, at its option, furnish and maintain such additional transformation equipment and such interconnecting lines as may be necessary, provided, however, that Customer shall bear the cost of furnishing the facilities which are in excess of those facilities furnished in paragraph 3 above. The right and title to all equipment so furnished by Company shall be and remain in Company.

Should Customer require a nonstandard voltage, Customer shall, at his own expense, furnish and maintain all transformers and protective equipment therefore necessary in order to obtain such nonstandard voltage.

5. All wiring, pole lines, wires, and other electrical equipment and apparatus located beyond the point of connection of Customer's service lines with the lines of Company are considered the distribution system of Customer and shall be furnished, owned, and maintained by Customer, except in the case of metering equipment and other equipment incidental to the rendering of service, if any, that is furnished, owned, and maintained by Company, and installed beyond the point of connection.
6. Unmetered electric service will be available under this rate schedule for the operation of municipal sirens (e.g., Fire, Tornado, Emergency Management, etc.) with three phase electric motors in excess of 7-1/2 horsepower capacity. Such municipal siren service will be billed monthly at the secondary connection charge rate, of this rate schedule, per delivery point.

*Subject to the applicable rate adjustment riders listed in Appendix A.

Duke Energy Indiana, LLC

1000 East Main Street
Plainfield, Indiana 46168

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**STANDARD CONTRACT RIDER NO. 10.1
OPTIONAL HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE
APPLICABLE TO RATE LLF**

Availability

Available only for the electrical requirements of a three phase total electric commercial building whose space conditioning requirements are provided by an energy efficient electric space conditioning system.

Character of Service

Electric energy supplied hereunder shall be alternating current, sixty Hertz, at any standard three phase voltage supplied by Company in the locality for which the service is requested.

Rate*

Connection Charge	\$75.00
Maximum Load Charge (Monthly) Each KW of Billing Maximum Load.....	\$12.00 per kW
Energy Charge For all energy used per month	\$0.016630 per kWh

Monthly Minimum Charge

The Minimum Charge shall be the Connection Charge.

Billing Maximum Load

Billing Maximum Load for the month shall be the Maximum Load for the month.

Measurement of Maximum Load and Energy

Maximum load shall be measured by suitable instruments, and, in any month the maximum load shall be the average number of kilowatts in the thirty-minute interval during which the energy metered is greater than in any other thirty minute interval in such month. When energy is metered through more than one meter (as permitted under "Item 2" of "Special Terms and Conditions" hereof) the maximum loads, separately determined for each meter, shall be added together for determining the maximum load for the month.

Energy shall be measured by a suitable integrating instrument or instruments. Service hereunder will normally be metered at a secondary voltage, which is designated as a standard voltage of approximately 480 volts or lower.

Metering Adjustments

At the option of the Company, service hereunder may be metered at voltage levels different from delivered voltages. In the event metered voltages exceed delivered voltages, before computing the charges, the actual measurement of energy, kVAR and Billing Maximum Load shall be decreased by one percent (1%). In the event delivered voltages exceed metered voltages, before computing the charges, the actual measurement of energy, kVAR and Billing Maximum Load shall be increased by one percent(1%).

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**STANDARD CONTRACT RIDER NO. 10.1
OPTIONAL HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE
APPLICABLE TO RATE LLF**

Reconnection Charge

When the service has been turned off by Company for nonpayment of bills, a reconnection charge must be paid by Customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

When a reconnection of service is made for a Customer at the same location more often than once in a twelve-month period and service has in each case been disconnected at the Customer's request, a charge may be made by the Company for such reconnection of service.

Special Terms and Conditions

1. The availability of the Rider is limited to the electrical requirements of a total electric commercial building whose air conditioning requirements are provided by energy efficient electric equipment. All air conditioning equipment within a total electric commercial building, based on equipment type, shall meet the following energy efficiency standards:

TYPE	SIZE	SEER/EER
Packaged Terminal Air Conditioners (PTAC) and Packaged Terminal Heat Pumps (PTHP)	All Sizes	MIN 9.2 EER
Unitary Air Conditioners (Air Cooled Split Systems and Heat Pumps)	Less Than 65,000 BTUH More Than 65,000 BTUH	MIN 11.0 SEER MIN 8.5 EER
Rooftop Units (Includes Rooftop Heat Pumps)	Less Than 65,000 BTUH 65,000 - 135,000 BTUH More Than 135,000 BTUH	MIN 9.0 EER MIN 9.0 EER MIN 8.8 EER
Water Source Heat Pumps (Including Building Loop Heat Pumps and Geothermal Heat Pump)	All Sizes	MIN 11.5 EER
Air Cooled Chiller	Less Than 150 Tons More Than 150 Tons	MIN 2.84 COP MIN 2.75 COP
Water Cooled Chiller	Less Than 150 Tons 150 - 300 Tons More Than 300 Tons	MIN 4.55 COP MIN 4.75 COP MIN 5.20 COP

In cases where any air conditioning equipment is not covered by the above energy standards, the Company shall have sole discretion as to whether such equipment qualifies in terms of the Customer being eligible for this Rider.

To be eligible for this Rider, customers must demonstrate that Rate LLF would be the most cost effective rate to receive service and they otherwise meet the requirements of this Rider. Customers taking service under this Rider prior to "Effective Date" are exempt from this requirement.

2. All service hereunder may be furnished through one meter, or through not more than one meter for the lighting service and one meter for the power service, unless the law requires that a separate service for exit lighting be installed, in which case an additional meter for the exit lighting will be installed by the Company.
3. Where service is metered at secondary voltage, as hereinabove designated, the service will normally be supplied from Company's distribution line transformers.

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**STANDARD CONTRACT RIDER NO. 10.1
OPTIONAL HIGH EFFICIENCY TOTAL ELECTRIC COMMERCIAL SERVICE
APPLICABLE TO RATE LLF**

Special Terms and Conditions (Contd.)

4. Where primary voltage, as hereinabove designated, is required, Company will furnish one transformation to a standard voltage, provided, however, that where the service supplied is three phase and the voltage of the load side of such transformation is approximately 480 or 240 volts delta and Customer requires approximately 120/240 volts three-wire, for lighting purposes, Company will supply the transformation to obtain such lighting voltage.
5. Where Customer requests transformation to more than one standard voltage or service of a standard voltage at more than one location within his premises, Company will, at its option, furnish and maintain such additional transformation equipment and such interconnecting lines as may be necessary, provided, however, that Customer shall bear the cost of furnishing the facilities which are in excess of those facilities furnished in paragraph 3 above. The right and title to all equipment so furnished by Company shall be and remain in Company.

Should Customer require a nonstandard voltage, Customer shall, at his own expense, furnish and maintain all transformers and protective equipment therefore necessary in order to obtain such nonstandard voltage.

6. All wiring, pole lines, wires, and other electrical equipment and apparatus located beyond the point of connection of Customer's service lines with the lines of Company are considered the distribution system of Customer and shall be furnished, owned, and maintained by Customer, except in the case of metering equipment and other equipment incidental to the rendering of service, if any, that is furnished, owned, and maintained by Company, and installed beyond the point of connection.

*Subject to the applicable rate adjustment riders listed in Appendix A.

Duke Energy Indiana, LLC

1000 East Main Street
Plainfield, Indiana 46168

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**STANDARD CONTRACT RIDER NO. 10.2
OPTIONAL TIME-OF-USE SERVICE APPLICABLE TO RATE LLF**

Availability

Available to any Customer whose electric service is provided under Rate LLF - Schedule for Low Load Factor Service (Rate LLF), who agrees to participate in the Demand Side Management Program to move load from the on-peak hours to the off-peak hours, and who contracts for Optional Time-Of-Use Service.

Rate*

Connection Charge Per Month	
Secondary Delivery at a nominal voltage of 600 volts or lower	\$ 25.00
Primary Delivery at a nominal voltage of 2,400 to 34,000 volts.....	\$ 95.00
Transmission Delivery at a nominal voltage of 69,000 volts or higher.....	\$ 400.00
Energy Delivery Charge Per Month	
Each kW of Billing Maximum Load	
Secondary Delivery	\$4.81 per kW
Primary Delivery.....	\$4.03 per kW
Primary Delivery-dedicated service from the transmission system	\$2.96 per kW
Transmission.....	\$2.24 per kW
kVAr Charge	\$0.24 per kVAr
Generation Charges	
Demand Charge	
Each kW of Period Maximum Load	
Summer Season	
Peak Billing Period	\$ 6.97 per kW
Off-Peak Billing Period.....	\$ 0.00 per kW
Winter Season	
Peak Billing Period.....	\$ 3.70 per kW
Off-Peak Billing	\$ 0.00 per kW
Spring/Fall Season	
All Hours	\$ 1.64 per kW
Energy Charge	
Billing Period kWh	
Summer	
Peak Billing Period.....	\$ 0.033856 per kWh
Off-Peak Billing Period.....	\$ 0.021727 per kWh
Winter	
Peak Billing Period.....	\$ 0.028119 per kWh
Off-Peak Billing Period.....	\$ 0.021727 per kWh
Spring/Fall	
All Hours	\$ 0.021727 per kWh

On-Peak/Off-Peak Hours

Company shall consider the following as the on-peak/off-peak billing periods for each season. All hours shall be Eastern Standard Time.

Summer Season: June through September

Weekday:

Peak - 12:01 pm through 8:00 pm
Off Peak - All Other Hours
Saturday:

Weekend/Holidays:

Off-Peak - All Hours

Winter Season: December through February

Weekday:

Peak - 7:01 am through 1:00 pm, 6:01 pm through 9:00 pm
Off-Peak - All Other Hours

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**STANDARD CONTRACT RIDER NO. 10.2
OPTIONAL TIME-OF-USE SERVICE APPLICABLE TO RATE LLF**

Weekend/Holidays:
Off-Peak - All Hours

Spring/Fall Season : March, April, May, October, November

Weekday:
Off-Peak - All Hours

Weekend/Holidays:
Off-Peak - All Hours

The entire twenty-four (24) hours of the following holidays will be considered off-peak hours:

- | | |
|------------------|------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

Whenever any of the above holidays occur on a Sunday and the following Monday is legally observed as a holiday, the entire twenty-four (24) hours of such Monday will be considered as off-peak hours.

Rate Equalization Adjustment

In addition to the charges contained within the above Rates section, an individual kilowatt-hour adjustment factor (kWh Factor) will be computed for each Customer migrating to this Rider. The kWh Factor will be multiplied by the Customer's total monthly billed kilowatt-hour usage under this Rider and the resulting adjustment will either be added to or subtracted from the Customer's monthly bill.

The kWh Factor will be computed prior to the Customer migrating to this Rider by taking the annual difference in billing between Rate LLF, or Standard Contract Rider No. 10.1, - Optional High Efficiency Total Electric Commercial Service (Rider 10.1) for Customers taking service under such Rider, and Standard Contract Rider 10.2, based on a historical twelve-month billing period, and the resultant difference divided by the annual kilowatt-hour usage used to compute the billing under this Rider.

Customer and Company will mutually agree on a historical twelve-month billing period under which the KWH Factor will be developed. Company will utilize Customer's actual billing statistics (kW and kWh) under Rate LLF or Rider 10.1 for this historical billing period to compute the annual charges under Rate LLF or Rider 10.1. Company will compute the annual charges under Standard Contract Rider 10.2 for the same historical billing period utilizing actual kilowatt and kilowatt-hour information obtained from Customer's load profile meter. For new Customers or for existing Customers where sufficient load profile information is not available, the adjustment factor will be set to zero.

The kWh Factor will be eliminated at the end of three years, as measured from the start date of the service contract under this Rider. If within such three-year period, the rates contained within Rate LLF, Rider 10.1, and Standard Contract Rider 10.2 change as part of a rate case proceeding, then the initial kWh Factor shall be recomputed based on the revised rates. Such recomputation shall utilize the original billing statistics from the historical billing period. The resulting revised kWh Factor shall be used as the kWh Factor during the remainder of the three-year period.

Measurement of Billing Maximum Load, Period Maximum Load Energy and kVArS

Billing Maximum Load shall be measured by suitable instruments, and, in any month the Billing Maximum Load shall be the average number of kilowatts in the thirty-minute interval during which the energy metered is greater than in any other thirty-minute interval in such month.

Period Maximum Loads for the peak, and off-peak billing periods shall be measured by suitable instruments, and, for any billing period the Period Maximum Load shall be the average number of kilowatts in the thirty-minute interval during such billing period in which the energy metered is greater than in any other thirty-minute interval in such billing period.

When energy is metered through more than one meter the Billing Maximum Load and the Period Maximum Loads separately determined for each meter, shall be added together for determining the Billing Maximum Load for the month and the Period Maximum Loads.

Energy shall be measured by a suitable integrating instrument capable of measuring energy by billing period. kVArS shall be measured by suitable instruments.

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**STANDARD CONTRACT RIDER NO. 10.2
OPTIONAL TIME-OF-USE SERVICE APPLICABLE TO RATE LLF**

Metering Adjustments

Whenever the Customer's maximum load and energy requirements are metered at a lower voltage than the delivered voltage, then the metered Billing Maximum Load, kVAr and the Period Maximum Loads shall be increased by one percent (1%) and the metered energy shall be increased by one percent (1%) before applying any other adjustment or computing the charges.

Whenever the Customer's maximum load and energy requirements are metered at a higher voltage than the delivered voltage, then the metered Billing Maximum Load, kVAr and the Period Maximum Loads shall be decreased by one percent (1%) and the metered energy shall be decreased by one percent (1%) before applying any other adjustment or computing the charges.

Minimum Monthly Charge

The Monthly Minimum Charge shall be the Connection Charge.

Special Terms and Conditions

1. This Rider is available to any Customer who agrees to participate in the Demand Side Management Program to move load from the on-peak hours to the off-peak hours and who meets the following requirements:
 - A. Customer must submit for approval by Company a written plan to move load from the on-peak hours to off-peak hours. Such plan shall be included as part of the service contract.
 - B. To accommodate changes in Customer's electrical usage and to track and verify the amount of load shifted from the peak hours to the off-peak hours as required under the Company's Demand-Side Management Program, Customer agrees to notify Company of any substantive changes to their electrical consumption that may affect the amount of peak, and/or off-peak usage under this Rider. Company and Customer will mutually agree on the method and notification procedure to be used to track changes in electrical consumption. Such method and procedure will be included in the service contract.
 - C. Customer must currently be served under Rate LLF or Rider 10.1. New Customers, or Customers migrating to this Rider from another Rate Schedule, will be eligible to receive service under this Rider if they can demonstrate that Rate LLF would otherwise be the most cost-effective rate to receive service under, and they meet the requirements of this Rider.
2. Customer will enter into a written Agreement under the Program for an initial term of one (1) year with automatically renewing one (1)-year terms. Such contract shall specify the estimated amount of load to be moved from the on-peak to the off-peak hours. Company shall have the right to refuse service under this Rider if Customer cannot move load from the on-peak to the off-peak hours. Customer may cancel the Agreement after the initial term of the Agreement or at the end of subsequent one (1)-year terms by giving sixty (60) days advance written notice prior to the expiration of the initial term or subsequent one (1)-year terms. The Agreements will be filed with the Indiana Utility Regulatory Commission (IURC) for informational purposes.
3. All provisions included in the currently approved Rate LLF shall apply except as provided for herein.

*Subject to the applicable rate adjustment riders listed in Appendix A.

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RATE HLF—SCHEDULE FOR HIGH LOAD FACTOR SERVICE

Availability

Available to any customer contracting for a specified capacity of not less than 25 kW. Applicant must be located adjacent to an electric transmission or distribution line of Company that is adequate and suitable for supplying the service requested.

Character of Service

Alternating current having a frequency of sixty Hertz and furnished in accordance with the provisions set forth hereunder.

Rate*

Connection Charges per Month:

Secondary	\$ 15.00
Primary and Primary Direct	\$ 75.00
Transmission	\$300.00

Maximum Load Charge (Monthly)

Transmission Line Service at nominal voltage of 138,000, 230,000 or 345,000 Volts Each kW of Billing Maximum Load	\$ 10.35 per kW
Transmission Line Service at nominal voltage of 69,000 Volts Each kW of Billing Maximum Load	\$ 10.83 per kW
Primary Direct Service at nominal voltage of 2,400 to 34,500 Volts Each kW of Billing Maximum Load	\$ 12.05 per kW
Primary Service at nominal voltage of 2,400 to 34,500 Volts Each kW of Billing Maximum Load	\$ 13.08 per kW
Secondary Service at nominal voltage of 480 Volts or lower Each kW of Billing Maximum Load	\$ 14.06 per kW

Energy Charge (In addition to the Maximum Load Charge)

Transmission Line Service at nominal voltage of 138,000, 230,000 or 345,000 Volts For All Energy Used Per Month	\$0.015848 per kWh
Transmission Line Service at nominal voltage of 69,000 Volts For All Energy Used Per Month	\$0.015904 per kWh
Primary Direct Service at nominal voltage of 2,400 to 34,500 Volts For All Energy Used Per Month	\$0.016065 per kWh
Primary Service at nominal voltage of 2,400 to 34,500 Volts For All Energy Used Per Month	\$0.016275 per kWh
Secondary Service at nominal voltage of 480 Volts or lower For All Energy Used Per Month	\$0.016830 per kWh

KVAr Charge

For Each kVAr of the Monthly Billed kVAr Demand.....	\$0.24	per kVAr
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RATE HLF—SCHEDULE FOR HIGH LOAD FACTOR SERVICE

Monthly Minimum Charge

The monthly minimum charge shall be the Maximum Load Charge.

Measurements of Maximum Load and Energy

Maximum Load shall be measured by suitable recording instruments provided by Company. The Metered Maximum Load shall be the customer's highest average thirty-minute kW load in the billing period.

When energy is measured through more than one meter (permitted in the case of metering at a voltage of 480 Volts or lower under Paragraph 4 of Special Terms and Conditions) the Maximum Loads, separately determined for each meter, shall be added together for determining the Maximum Load for the month.

Energy shall be measured by suitable integrating instruments provided by Company.

Metering Adjustments

At the option of the Company, service hereunder may be metered at voltage levels different from delivered voltages. In the event metered voltages exceed delivered voltages, before computing the charges, the actual measurement of energy, kVAR and Billing Maximum Load shall be decreased by one percent (1%). In the event delivered voltages exceed metered voltages, before computing the charges, the actual measurement of energy, kVAR and Billing Maximum Load shall be increased by one percent (1%).

Billing Maximum Load

The Billing Maximum Load will equal the Metered Maximum Load in kW adjusted for metering adjustments, if applicable. In no event shall the Billing Maximum Load be less than 25 kW.
Billing of kVAR

For Customers who have pulse metering, the billed kVAR demand will be determined by trigonometric calculation using the customer's peak 30 minute kW demand for the month and the power factor coincident with the peak 30 minute kW demand for the month. For Customers who do not have pulse metering, the billed kVAR demand will be determined by trigonometric calculation using the Customer's peak 30 minute kW demand for the month and the average power factor for the month.

Special Terms and Conditions

1. For Customers taking transmission or primary service, Customer shall furnish, own, and maintain, at his own expense, the complete substation structure and equipment, including switches and protective equipment, transformers and other apparatus, any or all of which is necessary for Customer to take service at the standard primary or transmission line voltage selected by Company. Company will, however, furnish, own, operate, and maintain all necessary metering equipment. Failure of a customer to provide proper maintenance on facilities described hereinabove which results in premature equipment failure and/or interruption to the Company's other customers shall be considered negligent and the Company may require the Customer to install protective equipment as specified by the Company in order to provide the necessary protection and isolation. Said protective equipment shall be furnished, owned, and maintained by the Customer, however, in certain instances Company retains the option of requiring the Customer to enter into a specific maintenance agreement with the Company. Company also retains the option of furnishing, owning, and maintaining said protective equipment as per "Standard Contract Rider No. 53—Excess Facilities."

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RATE HLF—SCHEDULE FOR HIGH LOAD FACTOR SERVICE

Special Terms and Conditions (Contd.)

2. All wiring, pole lines, wires, and other electrical equipment and apparatus located beyond point of connection of Customer's service lines with the lines of Company are considered the distribution system of Customer and shall be furnished, owned, and maintained by Customer, except in the case of metering equipment and other equipment incidental to the rendering of service, if any, that is furnished, owned and maintained by Company, and installed beyond point of connection.
3. The Company normally does not provide transformations within the transmission and/or primary service classifications as described in the transmission and primary maximum load charges. However, in the case of unusual service requests where the Company's existing facilities adjacent to the Customer are inadequate, the Company may furnish such transformations upon Customer paying the appropriate excess facilities charge. The Company shall not furnish, own, and maintain such transformers on an excess facilities basis solely for the purpose of modifying Paragraph 1 on the previous page.
4. The rates hereunder are predicated upon the supply of service being delivered at a single location in such a manner that the measurement of the various components of the service may be made through one metering installation, except that service metered at a voltage of 480 Volts or lower may be furnished through not more than one meter for the lighting service and one meter for the power service, unless it is required by law to install a separate service for exit lighting, in which case an additional meter will be installed for the exit lighting.
5. During certain scheduled periods of time, Customers served at primary voltage and higher may perform normal maintenance or repair that will result in a partial or total reduction in electrical consumption during certain monthly billing periods. Such maintenance or repair period may be scheduled and agreed upon by Customer and Company at least thirty (30) days prior to such period. There shall be a maximum of two (2) such scheduled periods in a twelve-month consecutive period not to exceed 14 days in total duration for both such periods.

Whenever such maintenance or repair periods have been scheduled with and agreed to by Company, Customer will be billed for the actual maximum load during such periods on the basis of the proration of the Maximum Load Charge. Such proration will be based on the ratio of the number of days in the scheduled maintenance or repair period, divided by thirty (30) days. The actual energy used during the maintenance or repair period will be billed according to the Energy Charge of this rate schedule.

For all of the other days during the monthly billing period in which there has been a scheduled maintenance or repair period, Customer will be billed for the maximum load, as determined by the Billing Maximum Load provision of this rate schedule, multiplied by the complement of the above computed prorate ratio. The Energy Charge will be computed on the actual energy used during the remaining portion of the monthly billing period.

A \$500.00 fee will be imposed on customers taking advantage of the Maintenance Period Provision, but only at those times when such periods are taken.

*Subject to the applicable rate adjustment riders listed in Appendix A.

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**STANDARD CONTRACT RIDER NO. 12.2
 OPTIONAL TIME-OF-USE SERVICE APPLICABLE TO RATE HLF**

Availability

Available to any Customer whose electric service is provided under Rate HLF - Schedule for High Load Factor Service (Rate HLF), who agrees to participate in the Demand Side Management Program to move load from the on-peak hours to the off-peak hours, and who contracts for Optional Time-Of-Use Service.

Rate*

Connection Charge Per Month
 Secondary Delivery at a nominal voltage of 600 volts or lower \$ 25.00
 Primary Delivery at a nominal voltage of 2,400 to 34,000 volts \$ 95.00
 Transmission Delivery at a nominal voltage of 69,000 volts or higher \$ 400.00

Energy Delivery Charge Per Month
 Each kW of Billing Maximum Load
 Secondary Delivery \$ 5.84 per kW
 Primary Delivery \$ 4.67 per kW
 Primary Delivery-dedicated service from the transmission system \$ 3.00 per kW
 Transmission \$ 2.41 per kW

kVAr Charge \$0.24 per kVAr

Generation Charges

Demand Charge
 Each kW of Period Maximum Load
 Summer Season
 Peak Billing Period \$ 7.59 per kW
 Off-Peak Billing Period \$ 0.00 per kW
 Winter Season
 Peak Billing Period \$ 3.53 per kW
 Off-Peak Billing \$ 0.00 per kW
 Spring/Fall Season
 All Hours \$ 1.66 per kW

Energy Charge

Billing Period kWh
 Summer
 Peak Billing Period \$ 0.035057 per kWh
 Off-Peak Billing Period \$ 0.021205 per kWh
 Winter
 Peak Billing Period \$ 0.026207 per kWh
 Off-Peak Billing Period \$ 0.021205 per kWh
 Spring/Fall
 All Hours \$ 0.021205 per kWh

On-Peak/Off-Peak Hours

Company shall consider the following as the on-peak/off-peak billing periods for each season. All hours shall be Eastern Standard Time.

Summer Season: June through September

Weekday:
 Peak - 12:01 pm through 8:00 pm
 Off-Peak - All Other Hours

Saturday:
 Weekend/Holidays:
 Off-Peak - All Hours

Winter Season: December through February

Weekday:
 Peak - 7:01 am through 1:00 pm, 6:01 pm through 9:00 pm
 Off-Peak - All Other Hours

Weekend/Holidays:
 Off-Peak - All Hours

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**STANDARD CONTRACT RIDER NO. 12.2
OPTIONAL TIME-OF-USE SERVICE APPLICABLE TO RATE HLF**

Spring/Fall Season : March, April, May, October, November

Weekday:

Off-Peak - All Hours

Weekend/Holidays:

Off-Peak - All Hours

The entire twenty-four (24) hours of the following holidays will be considered off-peak hours:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Whenever any of the above holidays occur on a Sunday and the following Monday is legally observed as a holiday, the entire twenty-four (24) hours of such Monday will be considered as off-peak hours.

Rate Equalization Adjustment

In addition to the charges contained within the above Rates section, an individual kilowatt-hour adjustment factor (kWh Factor) will be computed for each Customer migrating to this Rider. The kWh Factor will be multiplied by the Customer's total monthly billed kilowatt-hour usage under this Rider and the resulting adjustment will either be added to or subtracted from the Customer's monthly bill.

The kWh Factor will be computed prior to the Customer migrating to this Rider by taking the annual difference in billing between Rate HLF and Standard Contract Rider 12.2, based on a historical twelve month billing period, and the resultant difference divided by the annual kilowatt-hour usage used to compute the billing under this Rider.

Customer and Company will mutually agree on a historical twelve month billing period under which the kWh Factor will be developed. Company will utilize Customer's actual billing statistics (kW and kWh) under Rate HLF for this historical billing period to compute the annual charges under Rate Schedule HLF. Company will compute the annual charges under Standard Contract Rider 12.2 for the same historical billing period utilizing actual kilowatt and kilowatt-hour information obtained from Customer's load profile meter. For new Customers or for existing Customers where sufficient load profile information is not available, the adjustment factor will be set to zero.

The kWh Factor will be eliminated at the end of three years, as measured from the start date of the service contract under this Rider. If within such three year period, the rates contained within Rate HLF and Standard Contract Rider 12.2 change as part of a rate case proceeding, then the initial kWh Factor shall be recomputed based on the revised rates. Such recomputation shall utilize the original billing statistics from the historical billing period. The resulting revised kWh Factor shall be used as the kWh Factor during the remainder of the three-year period.

Measurement of Billing Maximum Load, Period Maximum Load Energy and kVArS

Billing Maximum Load shall be measured by suitable instruments, and, in any month the Billing Maximum Load shall be the average number of kilowatts in the thirty-minute interval during which the energy metered is greater than in any other thirty-minute interval in such month.

Period Maximum Loads for the peak, and off-peak billing periods shall be measured by suitable instruments, and, for any billing period the Period Maximum Load shall be the average number of kilowatts in the thirty-minute interval during such billing period in which the energy metered is greater than in any other thirty-minute interval in such billing period.

When energy is metered through more than one meter the Billing Maximum Load and the Period Maximum Loads separately determined for each meter, shall be added together for determining the Billing Maximum Load for the month and the Period Maximum Loads.

Energy shall be measured by a suitable integrating instrument capable of measuring energy by billing period. KVARs shall be measured by suitable instruments.

Metering Adjustments

Whenever the Customer's maximum load and energy requirements are metered at a lower voltage than the delivered voltage, then the metered Billing Maximum Load, kVAr and the Period Maximum Loads shall be increased by one percent (1%) and the metered energy shall be increased by one percent (1%) before applying any other adjustment or computing the charges.

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**STANDARD CONTRACT RIDER NO. 12.2
OPTIONAL TIME-OF-USE SERVICE APPLICABLE TO RATE HLF**

Whenever the Customer's maximum load and energy requirements are metered at a higher voltage than the delivered voltage, then the metered Billing Maximum Load, kVAr and the Period Maximum Loads shall be decreased by one percent (1%) and the metered energy shall be decreased by one percent (1%) before applying any other adjustment or computing the charges.

Minimum Monthly Charge

The Monthly Minimum Charge shall be the Connection Charge.

Special Terms and Conditions

1. This Rider is available to any Customer who agrees to participate in the Demand Side Management Program to move load from the on-peak hours to the off-peak hours and who meets the following requirements:
 - A. Customer must submit for approval by Company a written plan to move load from the on-peak hours to off-peak hours. Such plan shall be included as part of the service contract.
 - B. To accommodate changes in Customer's electrical usage and to track and verify the amount of load shifted from the peak hours to the off-peak hours as required under the Company's Demand-Side Management Program, Customer agrees to notify Company of any substantive changes to their electrical consumption that may affect the amount of peak, and/or off-peak usage under this Rider. Company and Customer will mutually agree on the method and notification procedure to be used to track changes in electrical consumption. Such method and procedure will be included in the service contract.
 - C. Customer must currently be served under Rate HLF. New Customers, or Customers migrating to this Rider from another Rate Schedule, will be eligible to receive service under this Rider if they can demonstrate that Rate HLF would otherwise be the most cost effective rate to receive service under, and they meet the requirements of this Rider.
2. Customer will enter into a written Agreement under the Program for an initial term of one (1) year with automatically renewing one (1)-year terms. Such contract shall specify the estimated amount of load to be moved from the on-peak to the off-peak hours. Company shall have the right to refuse service under this Rider if Customer cannot move load from the on-peak to the off-peak hours. Customer may cancel the Agreement after the initial term of the Agreement or at the end of subsequent one (1)-year terms by giving sixty (60) days advance written notice prior to the expiration of the initial term or subsequent one (1)-year terms. The Agreements will be filed with the Indiana Utility Regulatory Commission (IURC) for informational purposes.
3. All provisions included in the currently approved Rate HLF shall apply except as provided for herein.

*Subject to the applicable rate adjustment riders listed in Appendix A.

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**STANDARD CONTRACT RIDER NO. 19
NON-FIRM SERVICE
APPLICABLE TO RATES LLF, HLF AND CONTRACT RATES**

Availability

This Rider No. 19 is available to any qualifying electrical load of Customer.

Qualifying Loads

In order for Customer to qualify for service under this Rider No. 19, all of the following conditions must be satisfied.

1. Service under this Rider No. 19 must be pursuant to a written contract between Customer and Company specifying the terms, conditions, rates and charges under which firm and non-firm service will be supplied to Customer.
2. Such written contract between Customer and Company must be filed with and approved by the Commission.
3. At least five (5) megawatts of Customer's total electrical load at the particular service location must be subject to non-firm service under this Rider No. 19.
4. Customer must agree that, in accordance with the terms and conditions set forth in the written contract and upon notification by Company, Customer shall reduce its electrical load at the particular service location to the firm load level specified in the contract.
5. The minimum term of the contract shall be ten (10) years with a five (5) year notice of termination.
6. For non-firm loads contracted hereunder on or after April 6, 1990, the application of this Rider No. 19 shall be limited to an aggregate of not more than 300 megawatts, based on Customers' maximum non-coincident peak loads, on a first-come first-serve basis. Such aggregate load shall be based on the total amount of load subject to non-firm service.

Non-Firm Service

Company may negotiate with Customer the specific terms, conditions, rates and charges for non-firm service under this Rider No. 19. The specific terms and conditions for non-firm service shall be based upon the individual operating characteristics of Customer and the system operating requirements of Company. The specific rates and charges for non-firm service shall be based upon the specific terms and conditions of the contract and the value to Company of such non-firm service as a means of deferring or delaying future generating capacity requirements or otherwise reducing Company's overall cost of service.

Provisions of Written Contract

The contract shall include, but not be limited to, the following general provisions:

1. The amount of load subject to non-firm service.
2. The amount of firm load to be supplied by Company.
3. The term of the contract.
4. The minimum notification period after which Customer must reduce its electrical usage to the firm service level.

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**STANDARD CONTRACT RIDER NO. 19
NON-FIRM SERVICE
APPLICABLE TO RATES LLF, HLF AND CONTRACT RATES**

Provisions of Written Contract (Contd.)

5. The maximum number of hours in any contract year that Customer's electrical service is subject to curtailment.
6. The maximum number of hours per occurrence per day that Customer's electrical service is subject to curtailment.
7. The conditions under which Customer must reduce its electrical usage.
8. The obligations of Customer to reduce its load to the firm service level.
9. The basis for establishing the priority of service curtailments among Customers being served under this Rider No. 19.
10. The rates and charges for firm and non-firm service.

Subrider Designation

Any written contract submitted by Company for approval under this Rider No. 19 and approved by the Commission shall be filed with the Commission as a separate subrider designated Rider No. 19— (insert sequential numbers).

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STANDARD CONTRACT RIDER NO. 20
YOUR FIXEDBILL

APPLICABILITY

Applicable to a limited number of residential customers (first come first serve) who have lived in their current residence for at least the previous 12 months, have had their electricity priced on the Company's Standard Residential Tariffs or Fixed Bill Rider for at least the previous 12 months, have 12 months of actual meter reads (i.e., not estimated meter reads), have a load profile which can be modeled with reasonable predictability, and are current on their electric service bill. Customer may not have been disconnected for non-payment of electric service within the last 12 months.

CHARACTER OF SERVICE

Electric energy supplied hereunder must meet the character of service and usage specifications consistent with service under Company's Standard Residential Tariffs (i.e., Rate RS or Standard Contract Rider No. 6.3).

RATE

Subject to its Terms and Conditions, Fixed Bill offers customers a guaranteed electric bill for 12 months and protects participating customers from unpredictable bills caused by weather related usage and changes in electric rates.

The customer's fixed bill amount will be calculated starting with 12 or more months of past Actual Usage data and applying weather normalization and expected usage adjustments, using the following formula:

$[(\text{Expected Monthly kWh} \times \text{Residential Energy Charges and Riders}) \times (1 + \text{Program Fee \%}) + \text{Connection Charge}.$

Company will calculate the above for each month, and sum the 12 months to come to an annual bill. The annual bill will then be divided by 12, for the monthly bill amount. Applicable taxes, and amounts owed for other services will be added to the monthly amount.

DEFINITIONS

Actual Usage: The customer's actual usage for the month.

Administration Fee: A \$50.00 fee charged to compensate Company for costs associated with customers leaving the program prior to the end of the Fixed Bill 12 month participation period.

Applicable Taxes: Taxes applicable to Company's Standard Residential Tariffs.

Connection Charge: The connection charge in Company's standard residential tariffs.

Expected Monthly kWh: Customer's projected monthly usage (kWh) adjusted for weather and any expected changes in usage.

Program Fee: A charge up to 9%, used to mitigate the Company's risk for weather and price fluctuations associated with the Fixed Bill offering.

Riders: All Riders forecasted to be applicable during the participation period, at kWh levels projected for the Fixed Bill 12 month offering period.

Residential Energy Charges : The per kWh rates for Company's Standard Residential Tariffs.

Service Agreement: Binding arrangement for 12 consecutive months between the Company and the customer for rendering and compensating for service at a fixed price, subject to applicable terms and conditions detailed below.

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TERMS AND CONDITIONS

1. The customer shall enter into a Service Agreement with the Company that shall specify the monthly Fixed Bill amount that the customer will be required to pay.
2. The term of the Service Agreement will be for twelve (12) months. Each year, before the 12-month Fixed Bill period is over, a new Fixed Bill amount for the following year will be calculated and the customer will be notified of the new contractual amount. The customer will automatically renew at the new Fixed Bill amount for the following year, unless the customer notifies the Company of the customer's desire to be removed.
3. Removal from the program:
 - A. Move From Current Residence. If customer has moved from his or her current residence so that there is a tenant change, before the 12 month Service Agreement period expires, Company will calculate what the customer would have paid under Standard Residential Tariff, including applicable riders during the Fixed Bill Service Agreement period. If the customer has paid less than Standard Residential Tariff, the customer will be charged the difference. If the customer has paid more than Standard Residential Tariff, the customer will not be credited with the difference. There will be no Administration Fee applied to these customers.
 - B. Delinquent Fixed Bill Payments. If a customer becomes delinquent in the Fixed Bill payments, Company will follow standard procedures for Standard Residential Tariff customers. If customer enters into a payment arrangement plan or is disconnected for nonpayment, customer will be removed from the Fixed Bill Program, and Applicable Removal Charges will apply.
 - C. Increased Actual Usage over Expected Usage. If, after two letters warning of excess usage, customer has actual usage for any month that is 15% greater than expected usage, then Company has the right to re-price the Fixed Bill amount for the customer based on the updated usage information. If the customer does not accept the new Fixed Bill amount then customer will be removed from the Fixed Bill Program, and Applicable Removal Charges will apply.
 - D. Customer Voluntary Removal. If customer chooses to leave the Fixed Bill Program prior to the end of the 12-month Service Agreement period, customer will be removed from the Fixed Bill Program, and Applicable Removal Charges will apply. After the end of each Service Agreement period, eligible customers will automatically renew for the next Fixed Bill Service Agreement period unless the customer indicates the customer's intention to return to the Standard Residential Tariff. If the Standard Residential Tariff Election is made within the grace period, no Applicable Removal Charges will apply.
 - E. Grace Period. If customer mistakenly fails to withdraw from the fixed bill program prior to their automatic renewal, customer will be allowed to withdraw for up to 30 days from their renewal date without payment of the administrative fee.
 - F. Estimated Meter Reads. If customer has two or more estimated meter reads during the Fixed Bill Service Agreement period where the meter reader was unable to gain access to the meter, then the customer may be removed from the Fixed Bill Program, where Applicable Removal Charges will apply.
 - G. Other Reason. If customer leaves or is removed from the Fixed Bill Program before the end of the Service Agreement period for any other reason, Applicable Removal Charges will apply.
4. Applicable Removal Charges. In items B through G above, Company will calculate what customer would have paid under Standard Residential Tariff, including applicable riders during the Fixed Bill Service Agreement period. If the customer has paid less than Standard Residential Tariff, they will be charged the difference. If they paid more than Standard Residential Tariff, the difference will not be credited. In either case, the customer may be charged an Administration Fee of \$50 and will be returned to the Standard Residential Tariff.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission and the Company's General Terms and Conditions, as filed with the IURC.

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Standard Contract Rider No. 21

BACKUP DELIVERY POINT RIDER

AVAILABILITY

The Company will normally supply service to one premise at one standard voltage at one delivery point and through one meter to a Non-Residential Customer in accordance with the provisions of the applicable rate schedule and the Electric Service Regulations. Upon customer request, Company will make available to a Non-Residential Customer additional delivery points in accordance with the rates, terms and conditions of this Rider No. 21. Customers currently capable of utilizing this service can continue as long as capacity is available or there is no change in the Company's or Customer's operations. Changes in the Company's operations may include but not be limited to any or all of the following: service supply voltage changes due to refurbishments or upgrades; relocation or removal of supply facilities from public rights of way requested by government authorities; circuit reconfigurations due to transmission system or substation additions or retirements; circuit switching necessary to control loading or for reliability reasons; or supply circuit modifications to honor commitments given to previously enacted backup delivery points in the vicinity. Changes to the Customer's operations may include but not be limited to any or all of the following customer load changes: introduction of harmonic distortions onto the power supply system; imposition of voltage fluctuations due to erratic loading cycles; excessive power magnitude requirements compared to primary service or as available in the service location; service reliability requirements above nominal working standards; or power quality requirements unattainable from bulk power delivery systems.

NET MONTHLY BILL

1. Connection Fee \$300.00
The Connection Fee applies only if an additional metering point is required and will be based on customer's most applicable rate schedule.
2. Monthly charges will be based on the unbundled distribution and/or transmission rates of the customer's most applicable rate schedule and the contracted amount of backup delivery point capacity.
3. The Customer shall also be responsible for the acceleration of costs, if any, that would not have otherwise been incurred by Company absent such request for additional delivery points. The terms of payment may be made initially or over a pre-determined term mutually agreeable to Company and Customers that shall not exceed the minimum term. In each request for service under this Rider, Company engineers will conduct a thorough review of the customer's request and the circuits affected by the request. The customer's capacity needs will be weighed against the capacity available on the circuit, anticipated load growth on the circuit, and any future construction plans that may be advanced by the request.

SPECIAL TERMS AND CONDITIONS

The Company will provide such backup delivery point service under the following conditions:

1. Company reserves the right to refuse backup delivery service to any Customer where such backup delivery service is reasonably estimated by Company to impede or impair current or future electric transmission or distribution service. Company shall provide to the Customer written documentation describing the circumstances that warrant the refusal to provide backup delivery point service.

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SPECIAL TERMS AND CONDITIONS (Contd.)

2. The amount of backup delivery point service shall be mutually agreed to by the Company and the Customer because the availability of specific electric system facilities to meet a Customer's request is unique to each service location.
3. System electrical configurations based on Customer's initial delivery point will determine whether distribution and/or transmission charges apply to Customer's backup delivery point.
4. In the event that directly assigned facilities are necessary to attach Customer's backup delivery point to the joint transmission or distribution systems, Company shall install such facilities and bill Customer the Company's full costs for such facilities and installations.
5. Energy supplies via any backup delivery point established under this Rider No. 21 will be supplied under the applicable rate tariff and/or special contract
6. Company and the Customer shall enter into a service agreement with a minimum term of five years. This service agreement shall contain the specific terms and conditions under which Customer shall take service under this Rider No. 21.
7. Company does not guarantee uninterrupted service under this rider.

SERVICE REGULATIONS

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission, and to the Company's Service Regulations currently in effect, as filed with the Indiana Utility Regulatory Commission.

DUKE ENERGY INDIANA, LLC
1000 East Main Street
Plainfield, IN 46168

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STANDARD CONTRACT RIDER NO. 22
DUKE ENERGY MARKET BASED DEMAND RESPONSE (MBDR) RIDER
APPLICABLE TO HLF AND LLF RATE GROUPS

AVAILABILITY

Applicable to Customers served under Rates LLF or HLF who enter into a service agreement and can demonstrate the ability to reduce energy consumption in accordance with the Midwest Independent Transmission System Operator's requirements. Customers desiring participation in this Rider under multiple programs will be required to have a service agreement for each program desired and may not participate in multiple programs under this Rider with the same curtailable load amount. Customers participating in Standard Contract Rider No. 23, Peak Load Management can participate in this Rider only with load not curtailable under Standard Contract Rider No. 23.

ARCs, as defined below, may also aggregate Customers in accordance with a service agreement and participate in this Rider.

Customer/ARC must assist and coordinate with Company to complete all MISO registration requirements. Participation under this Rider may not begin or continue unless MISO has accepted and approved all applicable requirements for resource participation.

Company reserves the right to limit MW participation in this Rider as set forth in applicable MISO BPMs.

DEFINITIONS

ARC:	Aggregator of Retail Customers.
MISO:	Midwest Independent Transmission System Operator, Inc.
BPM:	MISO Business Practice Manual, currently in effect
CPNode:	Commercial Pricing Node as such term is defined by MISO
EDR	Emergency Demand Response, a type of demand response resource as defined by MISO.
DRR Type 1	Demand Response Resource Type 1, a type of demand response resource as defined by MISO.
LMP:	Locational Marginal Price
MFRR:	Marginal Foregone Retail Rate, the full marginal retail rate inclusive of trackers excluding any demand component effects.

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STANDARD CONTRACT RIDER NO. 22
DUKE ENERGY MARKET BASED DEMAND RESPONSE (MBDR) RIDER
APPLICABLE TO HLF AND LLF RATE GROUPS

Consumption Baseline: An estimate of the electric consumption amount absent load curtailment for a demand response event.

Curtailment Amount The amount of load the Customer reduces from its Consumption Baseline as specified in the service agreement.

MINIMUM CURTAILMENT AMOUNT

At a minimum, Customer must provide a Curtailment Amount equal to the greater of:

- (i) 1 MW,
- (ii) 5% of Customer's maximum demand over the past 12 months,
- (iii) the minimum MW amount for participation as specified by MISO in the applicable BPM for the type of resource offered.

Any load curtailable under Rider No. 23 will not be included toward the minimum Curtailment Amount.

ARC can meet required minimum Curtailment Amount through aggregation of Customers.

RIDER DESCRIPTION

Participation in this Rider is voluntary and offers Customers the opportunity to reduce their electric costs through participation with Company in the MISO wholesale energy market and to help preserve reliable electric service by managing their electric usage during MISO-declared emergency events. Customer and/or ARC and Company will enter into a service agreement under this Rider, which will specify the terms and conditions under which Customer agrees to reduce usage.

DUKE ENERGY MARKET BASED PROGRAMS

Duke Energy Indiana will offer programs specified in the service agreements. Additional programs consistent with this Rider's provisions may be offered in future service agreements as customer preferences and demand develop. Program participation requirements will be detailed in the service agreement including the ability to specify certain offer parameters. Programs to be offered under this Rider include:

- 1) PowerShare® EDR Program and
- 2) PowerShare® DRR Type I Energy Program

Customer/ARC participation in the programs will be offered by Company to MISO for potential load reduction daily, as applicable, through an established default offer. Customer has the option of revising the default offer, as applicable, on any particular day provided Customer notifies Company prior to the specified time in the service agreement.

METERING REQUIREMENTS

Customers must have a meter capable of providing the load metering frequency and telemetry required by the MISO in the applicable BPM for each participating account. Duke Energy Indiana will install the MISO-compliant and Commission-compliant metering and telemetry required upon Customer approval of the estimated installed cost as provided by Company. Installation must be completed before participation may begin. After installation, Company will invoice Customer/ARC for the installed cost of the compliant telemetry and metering. Customer/ARC may elect to install its own Company-approved metering, with the Company reserving the right to inspect the equipment and owning the equipment once it is installed.

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STANDARD CONTRACT RIDER NO. 22
DUKE ENERGY MARKET BASED DEMAND RESPONSE (MBDR) RIDER
APPLICABLE TO HLF AND LLF RATE GROUPS

CURTAILMENT PLAN COMPLIANCE OPTIONS

Customers/ARC may elect to participate in this Rider by either choosing to:

- a) reduce demand to a specified level, Firm Demand Level ("FDL"), or
- b) reduce energy usage a specified amount below a baseline, Guaranteed Load Drop ("GLD").

Firm Demand Level (FDL)

Customers/ARCs electing this option agree, upon notification by Company, to limit their demand to a firm load level. The method to compute the amount of the demand reduction during events will be specified in the service agreement under the Measurement and Verification section.

Guaranteed Load Drop (GLD)

Customers/ARCs electing this option agree, upon notification by Company, to reduce energy usage below their consumption baseline level by the customer specified, and agreed upon by Company, amount. The method to compute the amount of the demand reduction during events will be specified in the service agreement under the Measurement and Verification section.

The curtailment plan compliance option(s) available for a particular program will be specified in the service agreement. In addition, special processing, if any, will be specified in the service agreement for Rider No. 23 participants to ensure Curtailment Amounts of all load under this Rider and Standard Contract Rider No. 23 are coordinated and not double counted. Under no circumstance will Customer/ARC be compensated for the same load reduction under both Standard Contract Rider No. 23 and Rider MBDR.

Customer and/or ARC must agree to the consumption baseline method specified in the service agreement.

CHARGES FOR FAILURE TO PERFORM

If the Customer/ARC does not reduce load in accordance with the service agreement, MISO may charge the Company a penalty for failure to perform. The Customer/ARC's participation shall be suspended if payment of any undisputed fees become past due. Further, the Company and the Customer/ARC will discuss methods to comply during future events. If the MISO terminates the ability of the resource to participate, the Company shall immediately terminate the Customer's/ARC's participation. If there are system reliability issues created by the Customer/ARC's failure to perform, the Company reserves the right to suspend participation of the Customer/ARC under this Rider for 90 days or to terminate the Customer/ARC participation. The Customer has the right to ask the Commission to review any decision made by the Company.

SETTLEMENTS

Based upon Customer performance related to MISO-cleared offers and applicable fees, Company will establish a bill credit and structure of bill credit or debit to be given to Customers that enroll directly under this Rider. Customer will receive credits or debits on its Company-issued electric bill. Depending on the Customer's billing cycle and when credits or debits are issued within the month, posting of the credits or debits to the Customer's bill may be delayed one billing cycle. All applicable fees and charges as

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STANDARD CONTRACT RIDER NO. 22
DUKE ENERGY MARKET BASED DEMAND RESPONSE (MBDR) RIDER
APPLICABLE TO HLF AND LLF RATE GROUPS

specified in the service agreement and this Rider will be applied on Customer's electric bill. If necessary, adjustments will be applied to subsequent customer bills for revised settlement amounts.

Company shall pay or charge an ARC for the ARC's customer portfolio performance amount under this Rider under separate check or wire transfer as specified in the applicable service agreement. Credits or debits will be provided as specified in the service agreement.

The value of the credit or debit will take into consideration the Customer/ARC specified offer parameters, the MISO LMP for the CPNode applicable to the customer's participating site, any appropriate bill savings from reducing load under the applicable Standard Rates (MFRR), program administrative costs, and other factors determined and specified in the service agreement.

BILLING UNDER STANDARD RATES

Customers served under Rates LLF or HLF will be billed for all demand and energy used under the terms and conditions and at the rates and charges of the applicable Standard Rate. In addition, Customers will receive credits and debits on their electric bill, where applicable, for participation in this Rider based upon the elected program as outlined above and in the service agreement.

AGGREGATORS OF RETAIL CUSTOMERS

An ARC may aggregate Duke Energy Indiana Customers to facilitate Customer participation with Company in this Rider. Each individual Customer in such an aggregation of Customers must be identified by the ARC and provide all information needed for and requirements for participation and registration, as set forth in the applicable service agreement. The ARC will be subjected to the same requirements set forth for Customers as specified in this Rider and the applicable service agreement. A Customer may serve as an ARC. No Customer shall be represented by more than one ARC. No Customer may participate through an ARC while simultaneously participating directly in this Rider.

PROGRAM EQUIPMENT

Company will specify a communication plan in the service agreement, which may include software, to be used to provide Company with Customer specified offer parameters and participation elections. Customer will be responsible for providing its own internet access if needed. Customer may purchase from either Company or other third-party suppliers any other necessary equipment or software packages to facilitate participation in this Rider. While Customers are encouraged to use such equipment or software packages to maximize benefits under this Rider, it is not a requirement for program participation. It is Customer's responsibility to ensure the compatibility of third-party equipment or software packages with any Company owned equipment or software packages.

TERMS AND CONDITIONS

Except as provided in this Rider, all terms, conditions, rates, and charges outlined in the applicable Standard Rates will apply.

Any interruptions or reductions in electric service caused by outages of Company's facilities, other than as provided under this Rider and the service agreement, will not be deemed an event period under this Rider. Agreements under this Rider will in no way affect Customer's or Company's respective obligations regarding the rendering of and payment for electric service under the applicable electric tariff and its applicable rate schedules. It will be Customer's responsibility to monitor and control their demand and energy usage before, during, and after a notice period under this Rider.

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**STANDARD CONTRACT RIDER NO. 23
PEAK LOAD MANAGEMENT PROGRAM**

AVAILABILITY

Applicable to Customers served under Rates LLF, HLF or Special Contracts. Customers whose billing period maximum 30-minute demand is less than 500 kilowatts can participate in the Program by paying the incremental cost of the required metering. Customers must enter into a service agreement.

PROGRAM DESCRIPTION

The Peak Load Management ("PLM") Program is voluntary and offers Customers the opportunity to reduce their electric costs by managing their electric usage during Company's peak load periods. Customer and Company will enter into a service agreement under this Rider which will specify the terms and conditions under which Customer agrees to reduce usage.

SERVICE OPTIONS

Customers may elect to participate in a PLM service option by either choosing to:

- a) reduce demand to a specified amount,
- b) reduce energy usage below their baseline, or
- c) sell the output of any Customer owned self generation to Company.

Upon approval of Company, Customers will have the choice to combine the electric loads of multiple accounts (aggregate) served under different Rate Schedules (LLF, HLF) and/or Special Contracts of Company, for any of the options available under the PLM Program. Any aggregation of Customer loads applies only to the provisions of this rider (the PLM Program) and in no way is to be used to permit a Customer to migrate between or to Rate Schedules LLF, HLF, Standard Contract Riders, and/or Special Contracts.

The specific hours for the PLM service option will be mutually agreed upon between Customer and Company and specified in the service agreement. The targeted hours for the PLM Program will generally be, but are not limited to, between 11:00 A.M. and 8:00P.M. (Eastern Standard Time), Monday through Friday, starting June 1 and ending September 30. Through May 31, 2012, Company may offer service under this Rider on a year-round basis.

Buy-through energy is the incremental energy the Customer has decided to purchase in lieu of managing their electric demand or energy usage as agreed upon between the Customer and the Company.

Demand Reduction Option

Customers served under the Rates LLF, HLF or Special Contracts electing this option agree, upon notification by Company, to limit their demand to a Firm Load Level. Customer and Company will mutually agree on the amount of demand reduction, the conditions under which a request for reduction can be issued and the mechanism to be used to verify compliance. Based upon these factors, Company will establish a bill credit to be given to Customer and the structure of the bill credit. The value of bill credit will take into consideration the projected avoided cost of firm capacity and energy, any bill savings from reducing load under the applicable Standard Rates and program administrative costs.

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**STANDARD CONTRACT RIDER NO.23
PEAK LOAD MANAGEMENT PROGRAM**

Demand Reduction Option (Contd.)

Company will provide buy-through energy, if available, to be billed based on price quotes (Buy-through Quotes) provided to Customer. Such Buy-through Quotes will include a) applicable transmission and distribution charges, generation charges based on out-of-pocket cost plus 10% and all applicable Riders and taxes included in the Standard Rate. Customer will be billed for all usage above the Firm Load Level at such Buy-through Quotes. If buy-through energy is not available and Customer fails to reduce its usage to the Firm Load Level, Customer will be billed for all usage above the Firm Load Level at \$10.00 per kilowatt-hour.

Energy Reduction Below Baseline

Customers served under the Rates LLF, HLF or Special Contracts electing this option agree, upon notification by Company, to reduce energy usage below their Baseline Level. Reductions below the Baseline Level during such periods will be credited at the Energy Buy-Back Price Quotes (Price Quotes) provided to Customer by Company. Customer and Company will mutually agree upon a) the conditions under which such Price Quotes will be in effect, b) the time period by which Company will provide such Price Quotes to Customer and c) the time duration such Price Quotes will be in effect. The determination of such Price Quotes will take into consideration the projected avoided cost of energy, any bill savings from reducing load under the applicable Standard Rates or Rate RTP and program administrative costs.

Customer will agree to provide Company with an estimate of the amount of load reduction to be provided during such periods. The Baseline Level must be mutually agreeable to both the Customer and the Company as representing the Customer's normal usage level during the time period that a notification could be given.

Generation Sell Back

Customers served under Rates LLF, HLF or Special Contracts electing this option, agree upon notification by Company, to sell the output of their electric generator to Company. Customer and Company will mutually agree on the amount of generation to be sold back and the conditions under which a request to run the generator can be issued. Based upon these factors, Company will establish a bill credit to be given to Customer and the structure of the bill credit. The bill credit value will take into consideration the projected avoided cost of firm capacity, firm energy and program administrative costs.

Suitable metering will be installed either by Customer or Company to measure the energy output of the generator. Customer will provide suitable access and a suitable location for the installation of such metering equipment.

During such time period that the electrical output of the generator is being sold back to Company, the meter readings that are normally used to bill the Customer shall be adjusted by adding back the measured output of the generator.

BILLING UNDER STANDARD RATES

Customers served under Rates LLF or HLF will be billed for all demand and energy used under the terms and conditions and at the rates and charges of the applicable Standard Rate. In addition, Customers will receive credits on their electric bill for participation in the PLM Program based upon the elected Service Option and as outlined in the PLM service agreement.

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**STANDARD CONTRACT RIDER NO.23
PEAK LOAD MANAGEMENT PROGRAM**

PROGRAM EQUIPMENT

Company will provide Internet based communication software to be used to provide Customer with the Buy-through and Price Quotes. Customer will be responsible for providing its own Internet access.

Customer may purchase from either Company or other third-party suppliers any other necessary equipment or software packages to facilitate participation in this PLM Program. While Customers are encouraged to use such equipment or software packages to maximize benefits under this PLM Program, it is not a requirement for program participation. It is Customer's responsibility to ensure the compatibility of third-party equipment or software packages with any Company owned equipment or software packages.

CUSTOMER GENERATION

Customers electing to operate a Generator in parallel with Company's electric system are subject to all provisions and Special Terms and Conditions in Standard Contract Rider No. 80 – Interconnection Service.

TERM AND CONDITIONS

Except as provided in this Rider PLM, all terms, conditions, rates, and charges outlined in the applicable Standard Rates will apply.

Any interruptions or reductions in electric service caused by outages of Company's facilities, other than as provided under the PLM Program, will not be deemed a notice period under this PLM Program. Agreements under the PLM Program will in no way affect Customer's or Company's respective obligations regarding the rendering of and payment for electric service under the applicable electric tariff and its applicable rate schedules. It will be Customer's responsibility to monitor and control their demand and energy usage before, during, and after a notice period under this Rider.

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RATE WP—SCHEDULE FOR WATER PUMPING AND/OR SEWAGE DISPOSAL

Availability

Available to privately-owned utilities and to municipalities (hereinafter referred to as "Customer") for the electric energy for operation of a water pumping system and/or a sewage disposal system at such locations as are within the corporate limits of a municipality to which said service is supplied, or within territory in which Company has the right to serve.

Character of Service

Alternating current having a frequency of sixty Hertz at any standard distribution voltage supplied by Company and available in the area to be served.

Rate*

Connection Charge	\$16.00
First 2,000 kWh	\$0.076000 per kWh
Over 2,000 kWh	\$0.043710 per kWh

Minimum Monthly Bill

The total Minimum Monthly Bill shall be the Connection Charge.

Measurements of Energy and Demand

Energy and demand shall be measured by suitable integrating instruments.

Special Terms and Conditions

1. Company, where necessary and subject to the provisions of Standard Contract Rider No. 52, will supply and maintain at each location required for the water pumping system and/or a sewage disposal system of Customer, the complete transformation equipment that is necessary in order to make one transformation to a standard voltage, required by Customer, from the voltage of such available distribution line as the Company deems adequate and suitable to serve the required capacity. Not more than one such transformation to one voltage will be installed at Company's expense at any single location of Customer, provided, however, that when the voltage required on the load side of the power transformation is approximately 480 or 240 volts and Customer requires approximately 120 volts two-wire (or 120/240 volts three-wire) for lighting purposes, Company, at the same location, will supply the transformation to obtain such lighting voltage.3. Service at each location required by Customer shall be furnished through one meter, except that, at the option of Company, service may be furnished through not more than one meter for the lighting service and one meter for the power service when service is metered at 480 volts or less.
2. Service at each location required by Customer shall be furnished through one meter, except that, at the option of Company, service may be furnished through not more than one meter for the lighting service and one meter for the power service when service is metered at 480 volts or less.
3. All wiring, pole lines, wires, and other electrical equipment and apparatus located beyond each point of connection of Customer's service lines with the lines of Company shall be considered the distribution system of Customer and shall be furnished, owned, and maintained by Customer, except in the case of metering equipment and other equipment incidental to the rendering of service, if any, that is furnished, owned and maintained by Company and installed beyond each said point of connection.

*Subject to the applicable rate adjustment riders listed in Appendix A.

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**RATE SL—SCHEDULE FOR STREET
 LIGHTING SERVICE**

Availability

This rate schedule is no longer available after September 1, 2004. Potential lighting customers wanting a lighting system installed and maintained by Company can do so via the Outdoor Lighting Equipment agreement (OLE). Potential customers should contact a Company account representative for further information concerning OLE options. This rate schedule terminates May 1, 2024. Customers currently being provided service under this rate schedule can continue being provided service under this rate schedule until their contract expires or this rate schedule terminates, whichever occurs first.

Rate*

For Standard Lighting Service

"Cobra Head" Luminaire

Mercury Vapor Lamps

Lamp Size	Average Initial Lumens	Steel Pole – Direct Embedded	Cost Per Lamp Per Month		
			Steel/Aluminum Pole-Foundation Mounted	Wood Pole – Direct Embedded	Additional Fixture (each)
175 Watts	8,000 lumens	\$18.20	\$22.32	\$ 8.61	\$ 6.66
250 Watts	11,000 lumens	19.95	23.12	10.23	8.36
400 Watts	22,000 lumens	22.32	25.46	13.77	10.65
700 Watts	40,000 lumens	28.04	31.13	20.11	16.23
1000 Watts	59,000 lumens	33.13	36.14	25.21	21.14

High Pressure Sodium Vapor Lamps

Lamp Size	Average Initial Lumens	Steel Pole – Direct Embedded	Cost Per Lamp Per Month		
			Steel/Aluminum Pole-Foundation Mounted	Wood Pole – Direct Embedded	Additional Fixture (each)
100 Watts	9,600 lumens	\$17.36	\$20.45	\$ 7.00	\$ 6.28
150 Watts	16,000 lumens	19.51	22.74	7.58	7.47
200 Watts	22,000 lumens	20.75	23.98	8.70	8.66
250 Watts	30,000 lumens	21.76	25.02	9.57	9.80
400 Watts	50,000 lumens	24.57	27.80	11.52	12.47

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**RATE SL—SCHEDULE FOR STREET
 LIGHTING SERVICE**

Rate* (Contd.)
"Post Top" Luminaire

Traditional Fixture

Mercury Vapor Lamp

Lamp Size	Average Initial Lumens	Cost Per Lamp Per Month	
		Fiberglass Pole - Direct Embedded	Steel/Pole - Foundation Mounted
175 Watts	8,000 lumens	\$12.13	\$13.52
200 Watts	11,000 lumens	13.37	15.69
400 Watts	22,000 lumens	21.11	23.46

High Pressure Sodium Vapor Lamps

Lamp Size	Average Initial Lumens	Cost Per Lamp Per Month	
		Fiberglass Pole - Direct Embedded	Steel Pole - Foundation Mounted
100 Watts	9,600 lumens	\$11.41	\$13.10
150 Watts	16,000 lumens	12.26	14.63
250 Watts	22,000 lumens	20.25	22.68
400 Watts	50,000 lumens	20.70	24.65

Classic Fixture

High Pressure Sodium Vapor Lamps

Lamp Size	Average Initial Lumens	Cost Per Lamp Per Month	
		Fiberglass Pole - Direct Embedded	Fiberglass/Aluminum Pole - Foundation Mounted
100 Watts	9,600 lumens	\$32.07	\$32.95
150 Watts	16,000 lumens	32.96	33.87
200 Watts	22,000 lumens	33.81	34.76
250 Watts	30,000 lumens	34.95	35.84

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**RATE SL—SCHEDULE FOR STREET
 LIGHTING SERVICE**

Rate* (Contd.)

"Rectangular Cutoff" Luminaire

High Pressure Sodium Vapor Lamps

Lamp Size	Average Initial Lumens	Cost Per Lamp Per Month		
		Steel Pole - Direct Embedded	Steel Pole-Foundation Mounted	Additional Fixture (each)
100 Watts	9,600 lumens	\$19.86	\$23.20	\$ 8.01
150 Watts	16,000 lumens	22.23	22.71	8.64
200 Watts	22,000 lumens	21.61	25.18	9.59
250 Watts	30,000 lumens	24.19	26.47	10.93
400 Watts	50,000 lumens	26.63	28.93	13.38

"Customer Owned" Systems

The "Customer Owned" Systems are no longer available under this rate schedule. Current "Customer Owned" Systems shall be billed on a monthly basis for each lamp connected to Company's system based upon the estimated average monthly kilowatt-hour consumption for each lamp times \$0.045387 per kilowatt-hour.

Outage Credit

An outage credit per lamp per night shall be determined on the basis of multiplying the rate per lamp per month by 12 and dividing the resulting figure by 365.

Customer or other authorized agent shall make a report of any lamp or lamps which are out of service during proper lighting hours. A copy of such report shall be delivered to Company's local or district office, or to such representative as Company may designate to receive such reports.

Company shall restore any lamp or lamps to service before the proper hour for lighting on the same day as reported if the report of lamp outage is received before the hour of 12 o'clock noon, or Company shall restore any lamp or lamps to service before the proper hour for lighting on the next succeeding day if the report of lamp outage is received after the hour of 12 o'clock noon. In the event of the failure to restore any lamp or lamps to service as hereinbefore provided, after receipt of the report hereinbefore provided for, Customer shall, for each such lamp outage, receive a deduction for the outage credit from the payment for street lighting service for the current month.

Such deductions for outage credit shall constitute the only liability that Company assumes or shall have because of the failure of any lamp or lamps to operate during lighting hours, and Company shall not be liable either to Customer or to any third party or parties for any claims for damages directly or indirectly attributable to such lamp outage.

An outage credit does not apply to "Customer Owned" systems.

For Other Lighting Service

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RATE SL—SCHEDULE FOR STREET LIGHTING SERVICE

When Customer hereunder requests street lighting service requiring facilities not listed above, Customer has the option of furnishing, providing, installing, owning, operating and maintaining such street lighting system and taking service under Rate Schedule UOLS.

Ownership of System - Service Lines

For Company owned street lighting systems, Company will furnish, provide, install, own, operate and maintain the necessary facilities for furnishing street lighting service to Customer. Provided, however, it shall be Customer's responsibility to provide any necessary trenching in concrete or asphalt and the suitable repair thereof, i.e., sidewalks, streets, alleyways, etc., required for the construction of an underground street lighting system.

For "Customer Owned" systems, Company will furnish, provide, install, own, operate and maintain the necessary facilities for furnishing electric service to the "Customer Owned" system. Provided, however, it shall be Customer's responsibility to furnish, provide, install, own, operate and maintain such "Customer Owned" system.

Company shall erect the service lines necessary to supply electric energy to the said street lighting systems within the limits of the public streets and highways or on private property as mutually agreed upon by Company and Customer. Customer shall assist Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines which it may be desirable to install upon private property.

Company shall not be required to pay for obtaining permission to trim or retrim trees where such trees interfere with any service lines or wires of Company used for supplying electric energy to the street lighting system. Customer shall assist Company, if necessary, in obtaining permission to trim trees where Company is unable to obtain such permission through it's own best efforts.

Lighting Hours

The lighting hours for the street lighting system shall be on an "all night" schedule which provides that lamps are to be lighted from approximately one-half (1/2) hour after sunset until approximately one-half (1/2) hour before sunrise each day in the year, approximately 4,000 hours per annum.

Maintenance of Lighting System

Company will repair and/or replace and maintain all facilities owned by Company, including lamps and glassware, which may be necessary to provide continuous operation of the street lighting system. Company is not responsible for maintaining "Customer Owned" systems.

Changes in Lamp Location

Company will change the location of any lamp or lamps constituting a part of the Company owned street lighting system which are, or may be, installed and/or operated under this schedule. Any such change in lamp location will be made only upon written order from Customer. The actual cost and expense of making each such change in lamp location shall be borne by Customer.

Additional Lamps

The installation of an additional lamp or lamps to such Company owned street lighting system and the connecting to and/or furnishing of electric energy to such additional lamp or lamps shall be added to the original contract between Customer and Company for such Company owned street lighting system at a rate per lamp per month as specified in the tariff.

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RATE SL—SCHEDULE FOR STREET LIGHTING SERVICE

Payments for Service

Bills for street lighting service as supplied under this schedule will be submitted by Company to Customer monthly.

Initial Payment

Company may require from applicants for Company owned street lighting service an initial payment equal to one year of the estimated charges for street lighting service before the street lighting system is constructed. Such initial payment shall be credited against the actual monthly billing for street lighting service starting with the first bill rendered and continuing until the full amount of the initial payment has been refunded.

Contract for Service

A Customer seeking service under this schedule for a Company owned street lighting system shall make and enter into a contract with Company for an initial term of ten (10) years, and successive terms of five (5) years.

Special Terms and Conditions

- 1) Upon this rate schedule's termination, any remaining customers will be offered maintenance, on an annual basis, under an OLE agreement and energy under rate UOLS.
- 2) Customers currently being served under this rate schedule may request, prior to its termination, Company to install a new lighting system. Company will install a new lighting system under an OLE agreement when the customers contractual obligations under this rate schedule have been met.
- 3) Customers may request Company to remove the lighting system and replace it with their own. Company will honor such request when the customer fulfills their remaining financial responsibilities contained in their contract.

*Subject to the applicable rate adjustment riders listed in Appendix A.

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RATE TS--SCHEDULE FOR TRAFFIC SIGNAL SERVICE

Availability

This rate is no longer available. All new traffic signal installations from the effective date of this tariff will be billed under rate MS. The traffic signals under this tariff will remain on this tariff until such time as Customer makes improvements or modifications. At the time of these improvements or modifications, customer is required to install the necessary equipment to allow Company to meter all traffic and flasher signals at the controlled intersection. These traffic and flasher signals will then be billed under Rate MS.

Available for service to the traffic signal system belonging to any municipality, the State of Indiana, or any other agency legally authorized to own, operate and maintain a traffic signal system in conjunction with the regulation of traffic at "controlled intersections" of public streets or highways.

Character of Service

Alternating current, sixty Hertz, single-phase, at approximately 120 volts or 120/240 volts.

Rate*

Customer shall be billed on a monthly basis for each signal connected to Company's system based upon the estimated monthly kilowatt-hour consumption for each signal times \$0.056328 per kilowatt-hour.

Ownership of Traffic Signal System

The traffic signal system shall be installed, erected and maintained by Customer without any cost to Company and shall, except for such of its equipment or facilities as Company may license and grant for use by Customer, consist of all equipment beyond the point of connection of Company's service lines with Customer's signal system, including all cables, wires, conductors, conduits, poles, posts, lamps, signals, brackets, reflectors, lenses, timers, relays, time clocks, switches and safety devices.

Facilities Furnished by Company

When requested by Customer, in order to provide efficient and economical installation of a traffic signal system, Company will permit Customer to occupy space on its poles or posts for mounting signals, span wires, conductors, wires, signals, timers or other appurtenant parts of the signal system when such use of Company's facilities will not jeopardize the safety of the employees of Company or the rendering of other utility service by Company. Where such use is granted, Customer will be required to execute a facility license agreement covering such use of Company's facilities.

Change in Traffic Signals

In the event that Customer desires to make any change that will result in (a) an increase in the number and/or size of lamps used in traffic signals, (b) a change of any existing point of connection between a "controlled intersection" of Customer and Company's service lines, or (c) a transfer of the location of a "controlled intersection" of Customer to another point, written notice of such change shall be given to Company at least ten (10) days before the making of such change.

Optional Metered Service

Optional metered service under the appropriate rate schedule will be provided if, because of the uniqueness of the "controlled intersection," the average monthly kilowatt-hour consumption cannot be practically estimated.

Liability

Company will not, and may not be required to, assume or acknowledge any liability for any damages or injuries to or death of any person, or any damages to property which may have resulted from the failure, for any reason or cause, of any lamp or lamps to be lighted or to be operated.

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RATE TS--SCHEDULE FOR TRAFFIC SIGNAL SERVICE

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RATE FS—SCHEDULE FOR FLASHER SIGNAL SERVICE

Availability

This rate is no longer available. All new flasher signal installations from the effective date of this tariff will be billed under rate MS. The flasher signals under this tariff will remain on this tariff until such time as Customer makes improvements or modifications. At the time of these improvements or modifications, customer is required to install the necessary equipment to allow Company to meter all traffic and flasher signals at the controlled intersection. These traffic and flasher signals will then be billed under rate MS. Available for service to flasher signals belonging to any municipality, the State of Indiana, or any other agency authorized to own, operate and maintain flasher signals in conjunction with the regulation of traffic on public streets or highways.

Character of Service

Alternating current, sixty Hertz, single-phase, at approximately 120 volts or 120/240 volts.

Rate*

Customer shall be billed on a monthly basis for each signal connected to Company's system based upon the estimated monthly kilowatt-hour consumption for each signal times \$0.089298 per kilowatt-hour.

Ownership of Flasher Signals

The flasher signals shall be installed, erected and maintained by Customer without any cost to Company and shall, except for such of its equipment or facilities as Company may license and grant for use by Customer, consist of all equipment beyond the point of connection of Company's service lines with Customer's signal system, including all cables, wires, conductors, conduits, poles, posts, lamps, signals, brackets, reflectors, lenses, timers, relays, time clocks, switches and safety devices.

Facilities Furnished by Company

When requested by Customer, in order to provide efficient and economical installation of flasher signals, Company will permit Customer to occupy space on its poles or posts for mounting signals, span wires, conductors, wires, signals, timers, or other appurtenant parts of the signal system when such use of Company's facilities will not jeopardize the safety of the employees of Company or the rendering of other utility service by Company. Where such use is granted, Customer will be required to execute a facility license agreement covering such use of Company's facilities.

Change in Flasher Signals

In the event that Customer desires to make any change that will result in (a) an increase in the number and/or size of lamps used in flasher signals, (b) a change of any existing point of connection between a flasher signal of Customer and Company's service lines, or (c) a transfer of the location of a flasher signal of Customer to another point, written notice of such change shall be given to Company at least ten (10) days before the making of such change.

Optional Metered Service

Optional metered service under the appropriate rate schedule will be provided if, because of the uniqueness of the flasher signal, the average monthly kilowatt-hour consumption cannot be practically estimated.

Liability

Company will not, and may not be required to, assume or acknowledge any liability for any damages or injuries to, or death of any person, or any damages to property which may have resulted from the failure, for any reason or cause, of any lamp or lamps to be lighted or to be operated.

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Duke Energy Indiana, LLC
1000 East Main Street
Plainfield, Indiana 46168

IURC NO. 14
Third Revised Sheet No. 36
Cancels and Supersedes
Second Revised Sheet No. 36
Page 2 of 2

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RATE FS-SCHEDULE FOR FLASHER SIGNAL SERVICE

*Subject to the applicable rate adjustment riders listed in Appendix A.

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RATE MHLS – SCHEDULE FOR METERED HIGHWAY LIGHTING SERVICE

Availability

Available for highway lighting service to state highway lighting systems owned and maintained by the State of Indiana (hereinafter called State) at such locations as are within the Company's service area and are adjacent to an electric power line of Company that is adequate and suitable for supplying the service requested.

Rate*

Connection Charge \$20.00 per month
Energy Charge \$0.048596 per kWh

Ownership of System Service Lines

The ownership of the property comprising a highway lighting system served hereunder, including the poles, posts, wires, cables, conductors, conduit, fixtures, lamps, brackets, insulators, guys, anchors, and other appliances and structures, except the distribution transformer and all equipment therefore, is and shall remain in State.

Company shall erect the service lines necessary to supply electric energy to the point of connection with the highway lighting system within the limits of the public structures, public streets and highways of State or on private property as mutually agreed upon by Company and State, provided, however, that where such extension exceeds two spans State shall pay to Company a sum equal to the estimated cost of constructing such excess of service lines to supply electric energy to the highway lighting system, including labor, material, stores, freight and handling expenses and a charge for overhead.

State shall assist Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines which it may be desirable to install upon private property.

Company shall not be required to pay for obtaining permission to trim or retrim trees where such trees interfere with any service lines or wires of Company used for supplying electric energy to the highway lighting system. State shall assist Company, if necessary, in obtaining permission to trim trees when Company is unable to obtain such permission through its own best efforts.

Maintenance of Lighting System

Company will repair and/or replace and maintain all equipment owned by Company which may be necessary to provide a continuous supply of electric energy to the point of connection of Company's property with the highway lighting system.

Company will not maintain at its own cost and expense any part of the State Owned and Maintained highway lighting systems. The State shall be responsible for all maintenance of such systems.

Company will furnish necessary materials and do the work of maintaining any other part of the above State owned highway lighting systems whenever State shall by written order request Company to do so. The actual cost and expense of such materials and work shall be borne by State.

Changes in Lamp Location

Company will furnish necessary materials and do the work of changing the location of any lamp or lamps constituting a part of the highway lighting system supplied hereunder. Any such change in lamp location will be made only upon written order from State. The actual cost and expense of such materials and work required in making each such change in lamp location shall be borne by State.

Contract for Service

The State in seeking service under this schedule shall make and enter into a contract with Company for an initial term of ten (10) years, and successive terms of five (5) years.

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RATE MHLS – SCHEDULE FOR METERED HIGHWAY LIGHTING SERVICE

The installation of an additional State owned highway lighting system or the installation of an additional lamp or lamps to an existing system, and the connecting to and/or furnishing of electric energy to such additional lighting system, lamp or lamps, shall be subject to a separate or supplemental agreement.

*Subject to the applicable rate adjustment riders listed in Appendix A.

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**ESTIMATED KWH CONSUMPTION FOR OUTDOOR
 LIGHTS BY MONTH
 APPLICABLE TO RATES OL, SL, AL, HL, HLS AND MHLS**

January	
Type of Light	Kwh
175W Mercury Vapor	103
400W. Mercury Vapor	232
400W Mercury Vapor Dir	232
1000W Mercury Vapor Dir	567
100W Sodium Vapor	52
200W. Sodium Vapor	101
250W Sodium Vapor Dir	130
400W Metal Halide Dir	232
400W Sodium Vapor Dir	207
1000W Metal Halide Dir	567

February	
Type of Light	Kwh
175W Mercury Vapor	86
400 W Mercury Vapor	194
400W Mercury Vapor Dir	194
1000W Mercury Vapor Dir	473
100W Sodium Vapor	43
200W. Sodium Vapor	84
250W Sodium Vapor Dir	109
400W Metal Halide Dir	194
400W Sodium Vapor Dir	173
1000W Metal Halide Dir	473

March	
Type of Light	Kwh
175W Mercury Vapor	86
400W Mercury Vapor	193
400W Mercury Vapor Dir	193
1000W Mercury Vapor Dir	471
100W Sodium Vapor	43
200W. Sodium Vapor	84
250W Sodium Vapor Dir	109
400W Metal Halide Dir	193
400W Sodium Vapor Dir	173
1000W Metal Halide Dir	471

April	
Type of Light	Kwh
175W. Mercury Vapor	71
400W Mercury Vapor	159
400W Mercury Vapor Dir	159
1000W Mercury Vapor Dir	389
100W Sodium Vapor	35
200W. Sodium Vapor	69
250W Sodium Vapor Dir	89
400W Metal Halide Dir	159
400W Sodium Vapot Dir	142
1000W Metal Halide Dir	389

May	
Type of Light	Kwh
175W Mercury Vapor	63
400W Mercury Vapor	141
400W Mercury Vapor Dir	141
1000W Mercury Vapor Dir	344
100W Sodium Vapor	31
200W. Sodium Vapor	61
250W Sodium Vapor Dir	79
400W Metal Halide Dir	141
400W Sodium Vapot Dir	126
1000W Metal Halide Dir	344

June	
Type of Light	Kwh
175W Mercury Vapor	54
400W Mercury Vapor	122
400W Mercury Vapor Dir	122
1000W Mercury Vapor Dir	299
100W Sodium Vapor	27
200W. Sodium Vapor	53
250W Sodium Vapor Dir	68
400W Metal Halide Dir	122
400W Sodium Vapot Dir	109
1000W Metal Halide Dir	299

**ESTIMATED KWH CONSUMPTION FOR OUTDOOR
 LIGHTS BY MONTH
 APPLICABLE TO RATES OL, SL, AL, HL, HLS AND MHLS**

July	
Type of Light	Kwh
175W Mercury Vapor	59
400W. Mercury Vapor	133
400W Mercury Vapor Dir	133
1000W Mercury Vapor Dir	327
100W Sodium Vapor	30
200W. Sodium Vapor	58
250W Sodium Vapor Dir	76
400W Metal Halide Dir	133
400W Sodium Vapor Dir	120
1000W Metal Halide Dir	327

August	
Type of Light	Kwh
175W Mercury Vapor	70
400 W Mercury Vapor	157
400W Mercury Vapor Dir	157
1000W Mercury Vapor Dir	384
100W Sodium Vapor	35
200W. Sodium Vapor	68
250W Sodium Vapor Dir	88
400W Metal Halide Dir	157
400W Sodium Vapor Dir	140
1000W Metal Halide Dir	384

September	
Type of Light	Kwh
175W Mercury Vapor	78
400W Mercury Vapor	176
400W Mercury Vapor Dir	176
1000W Mercury Vapor Dir	430
100W Sodium Vapor	39
200W. Sodium Vapor	76
250W Sodium Vapor Dir	99
400W Metal Halide Dir	176
400W Sodium Vapor Dir	157
1000W Metal Halide Dir	430

October	
Type of Light	Kwh
175W. Mercury Vapor	92
400W Mercury Vapor	208
400W Mercury Vapor Dir	208
1000W Mercury Vapor Dir	507
100W Sodium Vapor	46
200W. Sodium Vapor	88
250W Sodium Vapor Dir	116
400W Metal Halide Dir	208
400W Sodium Vapot Dir	184
1000W Metal Halide Dir	507

November	
Type of Light	Kwh
175W Mercury Vapor	98
400W Mercury Vapor	221
400W Mercury Vapor Dir	221
1000W Mercury Vapor Dir	539
100W Sodium Vapor	49
200W. Sodium Vapor	95
250W Sodium Vapor Dir	123
400W Metal Halide Dir	221
400W Sodium Vapot Dir	196
1000W Metal Halide Dir	539

December	
Type of Light	Kwh
175W Mercury Vapor	106
400W Mercury Vapor	238
400W Mercury Vapor Dir	238
1000W Mercury Vapor Dir	583
100W Sodium Vapor	54
200W. Sodium Vapor	103
250W Sodium Vapor Dir	134
400W Metal Halide Dir	238
400W Sodium Vapot Dir	213
1000W Metal Halide Dir	583

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**RATE UOLS UNMETERED OUTDOOR
LIGHTING ELECTRIC SERVICE**

Availability

Available for electric energy usage only in Company's service area, to any Customer for any street or outdoor area lighting system (System), operating during the dusk to dawn time period, on private or public property and owned by Customer or Company. Customer must be adjacent to an electric power line of Company that is adequate and suitable for supplying the necessary electric service.

Customer owned Systems shall be accompanied by a written agreement between Customer and Company for electric energy usage as well as meet the connection requirements in the Company's General Terms and Conditions, Section 11, Customer's Installation.

Contract for Service

Customer will enter into an Agreement for Electric Service for Outdoor Lighting for a minimum of one year and renewable annually, automatically, thereafter. (See Exhibit A for a sample agreement).

Company will provide unmetered electric service for kilowatt hour usage on a per kilowatt hour basis for the annual energy usage for each luminaire's lamp wattage plus ballast usage, (impact wattage). System operating kilowatt hour usage shall be determined by the number of lamps and other System particulars as defined in the written agreement between Customer and Company. Customer will be billed for each month's kilowatt hours based on one twelfth (1/12th) of the estimated total annual kilowatt hour energy usage for the System. The monthly amount will be billed at the rate contained in the Rate section below.

Lighting Hours

All unmetered lighting systems, under this rate schedule, will be operated automatically by either individual photoelectric controllers or system controller(s) set to operate on dusk-to-dawn lighting levels only. Annual estimated operating hours for dusk-to-dawn levels will be based on regional National Weather Service hours for sunrise and sunset times. (See Exhibit B). Dusk-to-dawn lighting typically turns on and off approximately one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise which is approximately 4000 hours annually.

Rate*

For all kWh supplied each month..... \$0.045387 per kWh

Calculation For Energy Based Rate

Monthly bill will be based on the following calculation:

1. Lamp watts plus ballast wattage equals impact watts.
2. Impact watts times estimated annual burn hours as set in agreement equals annual watt hours.
3. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).
4. Annual kWh divided by twelve (12) months equals monthly kWh.
5. Monthly kWh times current rate per kWh = monthly dollar amount per luminaire.

Ownership of Service Lines

Company will provide, install, own, operate and maintain the necessary facilities for furnishing electric service to the System defined in the agreement. The Customer will be required to pay either an estimated "aid-in-construction" or a "line extension deposit" for any facilities other than an overhead secondary service drop from an existing, adjacent, overhead secondary conductor.

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RATE UOLS UNMETERED OUTDOOR LIGHTING ELECTRIC SERVICE

Ownership of Service Lines (Continued)

Company shall erect the service lines necessary to supply electric energy to the System within the limits of the public streets and highways or on private property as mutually agreed upon by Company and Customer. Customer shall assist Company, if necessary in obtaining adequate written easements covering permission to install and maintain any service lines required to serve the System.

Company shall not be required to pay for obtaining permission to trim or re-trim trees where such trees interfere with lighting output or with service lines or wires of Company used for supplying electric energy to the System. Customer shall assist Company, if necessary, in obtaining permission to trim trees where Company is unable to obtain such permission through it's own best efforts.

Outage Credits

Outage credits do not apply to Rate UOLS.

Payments for Service

Bills for lighting service as supplied under this schedule will be submitted by Company to Customer monthly. Bill payments are subject to Section 12 - Rendering and Payment of Bills as stated in the Company's General Terms and Conditions.

Reconnection Charge

When service has been turned off by Company for non-payment of bills, a reconnection charge must be paid for each connection point in the System by Customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

When service has been disconnected at the Customer's request, a charge may be made by the Company for reconnection of service for each connection point in the System for the same Customer.

*Subject to the applicable rate adjustment riders listed in Appendix A.

**RATE MOLS METERED OUTDOOR
LIGHTING ELECTRIC SERVICE**

Availability

Available for an outdoor lighting system (System) to any Customer that requests such electric service from Company and is in Company service area and can be adequately provided by Company. The System can be Customer owned or Company owned. The Customer owned System must meet the connection requirements as stated in the General Terms and Conditions, Section 11, Customer's Installation. This service applies only to outdoor lighting systems that operate during the dusk-to-dawn time period.

Character of Service

This service is for electric energy only, no other service(s) to the System are provided for under this rate.

Company will provide metered service exclusively for an outdoor lighting system to Customer for either a Customer-owned or Company-owned System. Customer shall be billed based upon the metered monthly kilowatt-hour consumption plus a monthly connection charge for each metered point in the System according to the monthly rates specified in the Rate section below.

Rate*

Primary Connection Charge	\$75.00	per month
Secondary Connection Charge	\$ 9.40	per month
For all kWh supplied per month	\$0.032436	per kWh

Ownership of System Service Lines

Company will provide, install, own, operate and maintain the necessary facilities for furnishing electric service to the System defined in the agreement. The Customer will be required to pay either an estimated "aid-in-construction" or a "line extension deposit" when an overhead secondary service drop from an existing, adjacent, overhead secondary conductor is not available or inadequate to serve the System or if underground service and/or service lines are required.

Company shall erect the service lines necessary to supply electric energy to the System within the limits of the public streets and highways or on private property as mutually agreed upon by Company and Customer. Customer shall assist Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines required to serve the System.

Company shall not be required to pay for obtaining permission to trim or retrim trees where such trees interfere with lighting output or with service lines or wires of Company used for supplying electric energy to the System. Customer shall assist Company, if necessary, in obtaining permission to trim trees where Company is unable to obtain such permission through it's own best efforts.

Lighting Hours

The metered System will be operated automatically by either individual photoelectric controllers or System controller(s) set to operate on either dusk-to-dawn lighting levels or on pre-set timers for any hours between dusk-to-dawn. Annual estimated operating hours set for dusk-to-dawn levels will be based on regional National Weather Bureau hours for sunrise and sunset times. Dusk-to-dawn lighting typically turns on and off approximately one-half (1/2) hour before sunset and one-half (1/2) hour after sunrise, which is approximately 4000 hours annually.

Duke Energy Indiana, LLC
1000 East Main Street
Plainfield, Indiana 48168

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Page 2 of 2

**RATE MOLS METERED OUTDOOR
LIGHTING ELECTRIC SERVICE**

Payments for Service

Bills for lighting service as supplied under this schedule will be submitted by Company to Customer monthly.

Reconnection Charge

When service has been turned off by company for non-payment of bills, a reconnection charge must be paid by Customer before such service is reconnected. (See Section 12 of General Terms and Conditions for Electric Service).

When service has been disconnected at the Customer's request, a charge may be made by the Company for reconnection of service for each connection point in the System for the same Customer.

*Subject to the applicable rate adjustment riders listed in Appendix A.

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RATE MS-SCHEDULE FOR METERED SIGNAL SERVICE

Availability

For service to a traffic or flasher signal system belonging to any municipality, the State of Indiana, or any other agency legally authorized to own, operate and maintain a traffic or flasher signal system in conjunction with the regulation of traffic at "controlled intersections" of public streets or highways.

Character of Service

Alternating current, sixty Hertz, single-phase, at approximately 120 volts or 120/240 volts.

Rate*

Primary Connection Charge per Meter	\$75.00	per month
Secondary Connection Charge per Meter.....	\$ 9.40	per month
All kilowatt-hours	\$0.059313	per kWh

Ownership of Traffic or Flasher Signal System

The traffic or flasher signal system shall be installed, erected and maintained by Customer without any cost to Company and shall, except for such of its equipment or facilities as Company may license and grant for use by Customer, consist of all equipment beyond the point of connection of Company's service lines with Customer's signal system, including all cables, wires, conductors, conduits, poles, posts, lamps, signals, brackets, reflectors, lenses, timers, relays, time clocks, switches and safety devices.

Facilities Furnished by Company

When requested by Customer, in order to provide efficient and economical installation of a traffic or flasher signal system, Company will permit Customer to occupy space on its poles or posts for mounting signals, span wires, conductors, wires, signals, timers or other appurtenant parts of the signal system when such use of Company's facilities will not jeopardize the safety of the employees of Company or the rendering of other utility service by Company. Where such use is granted, Customer will be required to execute a facility license agreement covering such use of Company's facilities.

Change in Traffic or Flasher Signals

In the event that Customer desires to make any change that will result in (a) a change of any existing point of connection between a "controlled intersection" of Customer and Company's service lines, or (b) a transfer of the location of a "controlled intersection" of Customer to another point, written notice of such change shall be given to Company at least ten (10) days before the making of such change.

Liability

Company will not, and may not be required to, assume or acknowledge any liability for any damages or injuries to or death of any person, or any damages to property which may have resulted from the failure, for any reason or cause, of any lamp or lamps to be lighted or to be operated.

*Subject to the applicable rate adjustment riders listed in Appendix A.

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STANDARD CONTRACT RIDER NO. 25
PREMIER POWER SERVICE

AVAILABILITY

Applicable to qualifying Commercial and Industrial Customers, on a voluntary basis, served under Rates LLF, HLF, or Special Contracts. Customers must enter into a service agreement with Company under this rider and have a qualifying credit rating.

PROGRAM DESCRIPTION

Under the terms of this program, the Company will own, install, operate and maintain on-site equipment such as on-site generators, fly-wheel, and Uninterruptible Power Supply (UPS) systems designed to provide a supply of electricity to the Customer's facility in the event that the primary supply of electricity is interrupted. The minimum size of on-site generators provided under this program will have a nameplate rating of 300 kW. The generator and associated business continuity support equipment will be located on the Customer's premises at a mutually agreed upon location. The generator and associated business continuity support equipment will be connected on the Company's (line) side of Company's billing meter. Customer will be billed for all usage registered on the Company's billing meter under the applicable rate schedule.

RATE

Each qualifying customer's individual monthly rate calculated for each customer for this service will be determined as follows:

Monthly Service Payment = Estimated Levelized Capital Cost + Estimated Expenses

Where:

Levelized Capital Cost is equal to the present value of all estimated capital related cash flows for a period corresponding to the time of engineering, design and installation of equipment through the term of the contract, adjusted to a pre-tax amount and converted to a uniform monthly payment for the term of the contract. The estimated capital cash flows shall include estimated installed cost of equipment, contingency allowances, salvage value, adjustment to reflect additional supporting investment of general plant nature, and income tax impacts.

Expenses shall equal the present value of estimated expenses associated with the support and maintenance of the generation and support equipment, adjusted to a pre-tax amount and converted to a uniform monthly payment for the term of the contract. The estimated expenses shall include administrative and general expenses, expenses for labor and materials related to operations and maintenance, third party expenses for operations and maintenance, warranties, insurance, annual costs associated with working capital, fuel, depreciation, property tax, other costs related to the operation and support of the generator system installation, and income tax impacts.

The after tax cost of capital from the Company's most recently approved general rate case will be used to convert present values to uniform monthly payments.

ISSUED:

EFFECTIVE:

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STANDARD CONTRACT RIDER NO. 25
PREMIER POWER SERVICE

MONTHLY BILL

Customer's monthly bill for all services under this rider will appear on their regular monthly electric bill as a line item.

CONTRACT

As provided in the Premier Power Service Agreement (Agreement), customer shall enter into a contract for Premier Power Service from the Company for an initial term of ten (10) years, or other term at the Company's option, and thereafter from year to year upon the condition that either party may terminate the contract by giving a minimum of ninety (90) days notice of such termination in writing. In the event of early termination of the Agreement under this program, the Customer may be required to pay the Company a termination fee as set forth in the Agreement.

ISSUED:

EFFECTIVE:

**STANDARD CONTRACT RIDER NO. 50
PARALLEL OPERATION—
FOR QUALIFYING FACILITY**

Availability

Available to any Customer contracting for parallel operation of a qualifying facility (cogeneration or small power production facility) in accordance with 170 IAC 4-4.1-1 et. seq. The qualifying facility must be located adjacent to an electric line of Company that is adequate for the service provided by such qualifying facility.

Contract

Customer shall enter into a contract in the applicable form (Exhibit A—Contract for the Purchase of Energy from Qualifying Facility or Exhibit B—Contract for the Purchase of Energy and Capacity from Qualifying Facility) before operating any generating equipment electrically connected with Company's electric system.

Rate for Purchase of Energy

Company will purchase energy from the qualifying facility of Customer in accordance with the conditions and limitations of this Rider and the applicable contract at the following rate:

For all kWh supplied per month..... \$0.030439 per kWh

Measured by suitable integrating instruments.

Rate for Purchase of Capacity

Company will purchase capacity supplied from the qualifying facility of Customer in accordance with the conditions and limitations of this Rider and the applicable contract at the following rate:

Rate per kW per month of Contracted Capacity\$4.40 per kW

Customer shall receive from Company payment for such qualifying facility capacity in accordance with the following:

$$\text{\$ per kW} \times \text{Contracted Capacity in kW} \times \left(\frac{E}{K \times T} \right) \text{ per month}$$

- Where: E = kilowatt-hours supplied by qualifying facility during the Peak Period
- K = kilowatts of capacity the qualifying facility contracts to provide to Company
- T = number of hours in the Peak Period

Peak Period shall be defined as follows:
For the months of June through September, the Peak Period shall be Monday through Saturday 9:00 a.m through 9:00 p.m. (Eastern Standard Time), excluding holidays defined below. For the months of October through May, the Peak Period shall be Monday through Saturday 7:00 a.m. through 9:00 p.m. (Eastern Standard Time), excluding holidays defined below.

**STANDARD CONTRACT RIDER NO. 50
PARALLEL OPERATION—
FOR QUALIFYING FACILITY**

The entire twenty-four (24) hours of the following holidays will be considered as off-peak hours:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Whenever any of the above holidays occur on a Sunday and the following Monday is legally observed as a holiday, the entire twenty-four (24) hours of such Monday will be considered as off-peak hours.

Whenever any of the above holidays occur on a Saturday and the preceding Friday is legally observed as a holiday, the entire twenty-four (24) hours of such Friday will be considered as off-peak hours.

Contracted Capacity shall be the amount of capacity expressed in terms of kilowatts that Customer guarantees the qualifying facility will supply to Company as provided for in the contract for such service.

Special Terms and Conditions

1. It shall be Customer's responsibility to inform Company of any changes in its electric generation capability.
2. Customer shall comply with all applicable requirements of Standard Contract Rider No. 80 – Interconnection Service.
3. Customer may be required to enter into a "Substation Operation and Maintenance Agreement" for setting, resetting, and adjusting the Control Equipment.
4. Customer shall agree to pay Company, in accordance with "Standard Contract Rider No. 53—Excess Facilities," for all excess facilities required by Company to provide service to such parallel operation, as determined by Company, including any additional metering equipment required for Company to purchase electric energy from the qualifying facility.
5. Customer shall agree that Company shall not be liable for any damage to, or breakdown of Customer's equipment operated in parallel with Company's electric system.
6. Customer shall agree to release, indemnify, and hold harmless Company from any and all claims for injury to persons or damage to property due to or in any way connected with the operation of Customer's said generators.
7. Company may install necessary metering to monitor the electric output of Customer's generating facility. Customer shall agree that the watt-hour and reactive-ampere-hour meters installed by Company to measure electric energy may be equipped to prevent reverse registration.
8. Supplementary, Backup, Interruptible and/or Maintenance Power, as defined in 170 IAC 4-4.1-1, will be supplied by Company only in accordance with the applicable rate schedules, this Rider, the applicable contract and the applicable Service Schedules to be filed by Company with the Commission. Such rates shall be non-discriminatory and shall be based on the costs to provide such service to Customer.
9. To the extent required by law, Company will make available wheeling service to Customer in accordance with the provisions of 170 IAC 4-4.1-6.

Issued:

Effective:

**STANDARD CONTRACT RIDER NO. 50
PARALLEL OPERATION—
FOR QUALIFYING FACILITY**

**Contract for the Purchase of
Energy from Qualifying Facility**

This Contract, made and entered into as of this _____ day of _____, 20____, by and between Duke Energy Indiana, LLC (hereinafter "Company"), an Indiana corporation and an electric utility subject to the jurisdiction of the Indiana Utility Regulatory Commission (hereinafter "Commission"), and _____ (hereinafter "Customer").

WITNESSETH:

WHEREAS, Customer is constructing or has constructed the following facilities (description): _____ located in _____, Indiana; and

WHEREAS, Customer's facility is a "qualifying facility" (hereinafter "QF") as defined in 170 IAC 4-4.1-1; and

WHEREAS, Customer desires to operate its QF in parallel with Company's electric system, and to engage in electric energy transactions with Company, but Customer does not desire to have Company purchase any of the capacity of Customer's QF; and

WHEREAS, Company's electric energy service to Customer and Customer's electric energy service to Company shall have the following characteristics: _____

NOW, THEREFORE, in consideration thereof, Customer and Company agree as follows:

1. **Service Option.** At the beginning of the contract period, Customer shall elect one of the two following options:

Option A. Simultaneous sale of the entire electric energy output of the QF to Company, and purchase of all of Customer's electric energy requirements from Company (simultaneous purchase and sale shall relate to the net electric energy output of the QF, exclusive of the electricity used in the generating process); or

Option B. Use of electric energy output of the QF by Customer to supply Customer's own electric energy requirements, and purchase of Customer's remaining requirements, if any, from Company.

Customer elects Option _____.

2. **Interconnection.** Customer shall comply with all applicable requirements of Standard Contract Rider No. 80 – Interconnection Service and 170 IAC 4-4.1-7.

If required by Company, Customer agrees to enter into a "Substation Operation and Maintenance Agreement" providing for Company to set, reset and adjust the Control Equipment. Customer shall make no modification to the QF or Control Equipment without prior review and approval of Company.

3. **Application.** It is understood and agreed that this Contract applies only to the operation of Customer's QF located at _____, Indiana.

4. **Metering and Excess Facilities.** The electric energy supplied hereunder by Customer shall be measured by integrating instruments supplied by Company. Customer shall pay Company, in accordance with "Standard Contract Rider No. 53—Excess Facilities," for all excess facilities required by Company to provide service to such parallel operation, as determined by Company, including any additional metering equipment required for Company to purchase electric energy from the QF, as determined by Company. Company may, at its sole option, install additional recording instruments at its own expense.

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Effective:

**STANDARD CONTRACT RIDER NO. 50
PARALLEL OPERATION—
FOR QUALIFYING FACILITY**

**Contract for the Purchase of
Energy from Qualifying Facility**

5. **System Emergency.** Company shall not be required to purchase from or sell electric energy to Customer at the time of an emergency on either Company's or Customer's electric system. System emergencies causing discontinuance of parallel operation are subject to verification by the Commission.
6. **Purchase of Energy.** Company will purchase the electric energy supplied to its system from Customer's QF at the rate of the average of the marginal running costs of Company adjusted for line losses in accordance with 170 IAC 4-4.1-8 (a), as then set forth in "Standard Contract Rider No. 50—Parallel Operation For Qualifying Facility." Company shall file annually with the Commission data supporting such costs. The basis for the determination of such rate for the purchase of energy shall be an appropriate generation simulation program with and without one hundred megawatts of load decrement. Company shall make no capacity payments for the energy supplied by Customer's QF.
7. **Output.** The maximum electric energy output of Customer's QF expected to be made available to Company is _____.
8. **Power Supplied by Company.** Supplementary, Backup, Interruptible and/or Maintenance Power, as defined in 170 IAC 4-4.1-1, requested by Customer shall be supplied by Company only in accordance with the applicable rate schedules, "Standard Contract Rider No. 50—Parallel Operation For Qualifying Facility," this Contract and the applicable Service Schedules to be filed by Company with the Commission. Such rates shall be non-discriminatory and shall be based on the costs to provide such service.
9. **Billing.** The meter measuring the supply of electric energy to Company's electric system shall be read by Company every _____, and Company shall provide those meter readings to Customer and render payment therefor within _____ after the meter reading.

Customer shall be billed for the electric service requirements used by Customer in accordance with Section 10 of this Contract.

10. **Insurance.** Customer shall procure and keep in force during all periods of parallel operation with Company's electric system, the following insurance, with insurance carriers acceptable to Company, and in amounts not less than the following:

Coverage

Limits

Comprehensive General Liability

Contractual Liability

(to be inserted depending upon the
nature and size of the QF)

Bodily Injury

Property Damage

Customer shall deliver a CERTIFICATE OF INSURANCE verifying the required coverage to:

Duke Energy Indiana, LLC
Attention: District Manager

at least fifteen (15) days prior to any interconnection with Company's electric system by Customer.

Issued:

Effective:

**STANDARD CONTRACT RIDER NO. 50
PARALLEL OPERATION—
FOR QUALIFYING FACILITY**

**Contract for the Purchase of
Energy from Qualifying Facility**

- 11. Release and Indemnification.** Each party shall release, indemnify and hold harmless the other party from and against all claims, liability, damages and expenses, including attorneys' fees, based on any injury to any person, including loss of life, or damage to any property, including loss of use thereof, arising out of, resulting from or connected with, or that may be alleged to have arisen out of, resulted from or connected with, an act or omission by such other party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of such party's facilities used in connection with this Contract. Upon the written request of the party seeking relief under this Section 13, the other party shall defend any suit asserting a claim covered by this Section 13. If a party is required to bring an action to enforce its rights under this Section 13, either as a separate action or in connection with another action, and said rights are upheld, the party from whom the relief was sought shall reimburse the party seeking such relief for all expenses, including attorneys' fees, incurred in connection with such action.
- 12. Term.** This Contract shall be in effect for an initial term of _____ years, beginning _____, 20__ and ending _____, 20__, and thereafter shall continue in effect for succeeding like terms, unless and until terminated by written notice given by one party to the other party at least sixty (60) days prior to the initial date of expiration, or any succeeding expiration date, and stating an intention to terminate this Contract as of the applicable expiration date.
- 13. Termination of Any Applicable Existing Agreement.** From and after the date when service commences under this Contract, this Contract shall supersede any oral and/or written agreement between Company and Customer concerning the service covered by this Contract and any such agreement shall be deemed to be terminated as of the date service commences under this Contract.
- 14. Force Majeure.** "Force Majeure" means any cause or event not reasonably within the control of the party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine.

If either party is rendered wholly or partly unable to perform its obligations because of Force Majeure, both parties shall be excused from whatever obligations are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other party written notice describing the particulars of the occurrence and shall use its best efforts to remedy its inability to perform, provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the party involved in such labor dispute.

**STANDARD CONTRACT RIDER NO. 50
PARALLEL OPERATION—
FOR QUALIFYING FACILITY**

**Contract for the Purchase of
Energy from Qualifying Facility**

15. **Invalid Legal Basis.** This Contract has been entered into by Company and Customer pursuant to the Commission's October 5, 1984 Order in Cause No. 37494 approving rules and regulations with respect to cogeneration and alternate energy production facilities, 170 IAC 4-4.1-1 et. seq. under Public Law 72-1982, IC 8-1-2.4-1 et. seq. In the event that any part of such Commission Order, such rules and regulations or such law is finally adjudged by a court of competent jurisdiction to be invalid, then either Company or Customer may, at its sole option, terminate this Contract at any time within one hundred eighty (180) days of the date such determination becomes final by giving sixty (60) days' written notice to the other party stating an intention to terminate this Contract at the expiration of such sixty (60) day period.
16. **Wheeling Service.** To the extent required by law, Company will make available wheeling service to Customer in accordance with the provisions of 170 IAC 4-4.1-6.

IN WITNESS WHEREOF, the parties have executed this Contract, effective as of the date first above written.

Duke Energy Indiana, LLC
"Company"

By: _____

"Customer"

By: _____

**STANDARD CONTRACT RIDER NO. 50
PARALLEL OPERATION—
FOR QUALIFYING FACILITY**

**Contract for the Purchase of
Energy and Capacity from Qualifying Facility**

This Contract, made and entered into as of this _____ day of _____, 20__, by and between Duke Energy Indiana, LLC (hereinafter "Company"), an Indiana corporation and an electric utility subject to the jurisdiction of the Indiana Utility Regulatory Commission (hereinafter "Commission"), and _____ (hereinafter "Customer").

WITNESSETH:

WHEREAS, Customer is constructing or has constructed the following facilities (description): _____ located in _____, Indiana; and

WHEREAS, Customer's facility is a "qualifying facility" (hereinafter "QF") as defined in 170 IAC 4-4.1-1; and

WHEREAS, Customer desires to operate its QF in parallel with Company's electric system, and to engage in electric energy and capacity transactions with Company; and

WHEREAS, Company's electric energy service to Customer and Customer's electric energy service to Company shall have the following characteristics: _____:

NOW, THEREFORE, in consideration thereof, Customer and Company agree as follows:

- Service Option.** At the beginning of the contract period, Customer shall elect one of the two following options:
Option A. Simultaneous sale of the entire electric energy output of the QF to Company, and purchase of all of Customer's electric energy requirements from Company (simultaneous purchase and sale shall relate to the net electric energy output of the QF, exclusive of the electricity used in the generating process); or
Option B. Use of electric energy output of the QF by Customer to supply Customer's own electric energy requirements, and purchase of Customer's remaining requirements, if any, from Company.
Customer elects Option _____.
- Interconnection.** Customer shall comply with all applicable requirements of Standard Contract Rider No. 80 – Interconnection Service and 170 IAC 4-4.1-7.
If required by Company, Customer agrees to enter into a "Substation Operation and Maintenance Agreement" providing for Company to set, reset and adjust the Control Equipment. Customer shall make no modification to the QF or Control Equipment without prior review and approval of Company.
- Application.** It is understood and agreed that this Contract applies only to the operation of Customer's QF located at _____, Indiana.

**STANDARD CONTRACT RIDER NO. 50
PARALLEL OPERATION—
FOR QUALIFYING FACILITY**

**Contract for the Purchase of
Energy and Capacity from Qualifying Facility**

4. **Metering and Excess Facilities.** The electric energy supplied hereunder by Customer shall be measured by integrating instruments supplied by Company. Customer shall pay Company, in accordance with "Standard Contract Rider No. 53 Excess Facilities," for all excess facilities required by Company to provide service to such parallel operation, as determined by Company, including any additional metering equipment required for Company to purchase electric energy from the QF, as determined by Company. Company may, at its sole option, install additional recording instruments at its own expense.
5. **System Emergency.** Company shall not be required to purchase from or sell electric energy to Customer at the time of an emergency on either Company's or Customer's electric system. System emergencies causing discontinuance of Parallel operation are subject to verification by the Commission.
6. **Purchase of Energy.** Company will purchase the electric energy supplied to its system from Customer's QF at the rate of the average of the marginal running costs of Company adjusted for line losses in accordance with 170 IAC 44.18 (a), as then set forth in "Standard Contract Rider No. 50 Parallel Operation For Qualifying Facility." Company shall file annually with the Commission data supporting such costs. The basis for the determination of such rate for the purchase of energy shall be an appropriate generation simulation program with and without one hundred megawatts of load decrement. Except as set forth in section 7. below, Company shall make no capacity payments for the energy supplied by Customer's QF.
7. **Purchase of Capacity.** Company will purchase the electric capacity supplied to its system from Customer's QF at the Company's monthly avoided cost of capacity for Company per kilowatt in accordance with 170 IAC 4-4.1-9 (a), as then set forth in "Standard Contract Rider No. 50—Parallel Operation For Qualifying Facility." Company shall file annually with the Commission data supporting such costs

Monthly payments for such purchase of capacity shall be adjusted by the application of a factor developed in accordance with 170 IAC 4-4 1-9 (d) reflecting actual output of the QF.

8. **Capacity.** The amount of "Contracted Capacity" that Customer guarantees the QF will make available to Company during each year of the Contract is _____ kw.
9. **Performance.** The parties agree that the amount of the capacity payment which Company is to make to Customer for the QF is based upon the QF's performance of its obligation to provide Contracted Capacity during the term of this Contract. The parties further agree that in the event Company does not receive such full performance by reason of a termination of this Contract prior to its expiration or a reduction in the amount of such Contracted Capacity, (1) Company shall be deemed damaged by reason thereof, (2) it would be impracticable or extremely difficult to fix the actual damages to Company resulting therefrom, (3) the reductions, offsets and refund payments as provided hereafter, as applicable, are in the nature of adjustments in prices and are to be considered liquidated damages, and not a penalty, and are fair and reasonable, and (4) such reductions, offsets and refund payments represent a reasonable endeavor by the parties to estimate a fair compensation for the reasonable damages that would result from such premature termination or failure to deliver the specified amount of capacity.

**STANDARD CONTRACT RIDER NO. 50
PARALLEL OPERATION—
FOR QUALIFYING FACILITY**

**Contract for the Purchase of
Energy and Capacity from Qualifying Facility**

10. **Refund.** In the event this Contract is terminated or the Contracted Capacity is reduced prior to the expiration of the initial term of this Contract, Customer shall refund to Company the capacity payments in excess of those capacity payments which would have been made had all of the capacity or the reduced capacity, whichever is applicable, been subject to a capacity rate based on the actual term of delivery to Company.
11. **Probationary Period.** Except in the event of Force Majeure, as defined in Section 21 of this Contract, if, within any twelve (12) month period during the term of this Contract ending on the anniversary date of the date that the QF first provided capacity to Company under this Contract, the QF fails to provide Company with the Contracted Capacity specified in this Contract, the capacity for which Customer shall be entitled to capacity payments during the subsequent twelve (12) month period (hereinafter "the Probationary Period") shall be reduced to the capacity provided during the prior twelve (12) month period. If, during the Probationary Period, the QF provides the Contracted Capacity specified in this Contract, Company, within thirty (30) days following the end of the Probationary Period, shall reinstate the full capacity amount originally specified in this Contract. If, during the Probationary Period, the QF again fails to provide the Contracted Capacity specified in this Contract, Company may permanently reduce the capacity purchased from the QF for the remainder of the term of this Contract. Company may also require that the reduction in the capacity be subject to the refund provisions of Section 12 of this Contract.
12. **Scheduled Outages.** Scheduled outages of the QF shall be usefully coordinated with scheduled outages of Company's generating facilities.
13. **Power Supplied by Company.** Supplementary, Backup, Interruptible and/or Maintenance Power, as defined in 170 IAC 4-4.1-1, requested by Customer shall be supplied by Company only in accordance with the applicable rate schedules, "Standard Contract Rider No. 50—Parallel Operation For Qualifying Facility," this Contract and the applicable Service Schedules to be filed by Company with the Commission. Such rates shall be non-discriminatory and shall be based on the costs to provide such service.
14. **Billing.** The meter measuring the supply of electric energy to Company's electric system shall be read by Company every _____, and Company shall provide those meter readings to Customer and render payment therefor within after the meter reading.
- Customer shall be billed for the electric service requirements used by Customer in accordance with Section 10 of this Contract.
15. **Insurance.** Customer shall procure and keep in force during all periods of parallel operation with Company's electric system, the following insurance, with insurance carriers acceptable to Company, and in amounts not less than the following:

**STANDARD CONTRACT RIDER NO. 50
PARALLEL OPERATION—
FOR QUALIFYING FACILITY**

**Contract for the Purchase of
Energy and Capacity from Qualifying Facility**

Coverage

Limits

Comprehensive General Liability

Contractual Liability

(to be inserted depending upon the

Bodily Injury

nature and size of the QF)

Property Damage

Customer shall deliver a CERTIFICATE OF INSURANCE verifying the required coverage to:

Duke Energy Indiana, LLC
Attention: District Manager

at least fifteen (15) days prior to any interconnection with Company's electric system by Customer.

16. **Release and Indemnification.** Each party shall release, indemnify and hold harmless the other party from and against all claims, liability, damages and expenses, including attorneys' fees, based on any injury to any person, including loss of life, or damage to any property, including loss of use thereof, arising out of, resulting from or connected with, or that may be alleged to have arisen out of, resulted from or connected with, an act or omission by such other party its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of such party's facilities used in connection with this Contract. Upon the written request of the party seeking relief under this Section 18, the other party shall defend any suit asserting a claim covered by this Section 13. If a party is required to bring an action to enforce its rights under this Section 18, either as a separate action or in connection with another action, and said rights are upheld, the party from whom the relief was sought shall reimburse the party seeking such relief for all expenses, including attorneys' fees, incurred in connection with such action.
17. **Term.** This Contract shall be in effect for an initial term of ____ years, beginning _____, 20__, and ending _____, 20__, and thereafter shall continue in effect for succeeding like terms, unless and until terminated by written notice given by one party to the other party at least sixty (60) days prior to the initial date of expiration, or any succeeding expiration date, and stating an intention to terminate this Contract as of the applicable expiration date.
18. **Termination of Any Applicable Existing Agreement.** From and after the date when service commences under this Contract, this Contract shall supersede any oral and/or written agreement between Company and Customer concerning the service covered by this Contract and any such agreement shall be deemed to be terminated as of the date service commences under this Contract.

**STANDARD CONTRACT RIDER NO. 50
PARALLEL OPERATION—
FOR QUALIFYING FACILITY**

**Contract for the Purchase of
Energy and Capacity from Qualifying Facility**

19. **Force Majeure.** "Force Majeure" means any cause or event not reasonably within the control of the party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or material man; sabotage; injunction; blight; famine; blockade; or quarantine.

If either party is rendered wholly or partly unable to perform its obligations because of Force Majeure, both parties shall be excused from whatever obligations are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other party written notice describing the particulars of the occurrence and shall use its best efforts to remedy its inability to perform, provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the party involved in such labor dispute.

20. **Invalid Legal Basis.** This Contract has been entered into by Company and Customer pursuant to the Commission's October 5, 1984 Order in Cause No 37494 approving rules and regulations with respect to cogeneration and alternate energy production facilities, 170 IAC 4-4.1-1 et. seq. under Public Law 72-1982, IC 8-1-2.4-1 et. seq. In the event that any part of such Commission Order, such rules and regulations or such law is finally adjudged by a court of competent jurisdiction to be invalid, then either Company or Customer may, at its sole option, terminate this Contract at any time within one hundred eighty (180) days of the date such determination becomes final by giving sixty (60) days' written notice to the other party stating an intention to terminate this Contract at the expiration of such sixty (60) day period.

21. **Wheeling Service.** To the extent required by law, Company will make available wheeling service to Customer in accordance with the provisions of 170 IAC 4-4.1-6.

Duke Energy Indiana, LLC
1000 East Main Street
Plainfield, Indiana 46168

Received: August 18, 2015
IURC 30-Day Filing No.: 3378
Indiana Utility Regulatory Commission

IURC NO. 14
Fourth Revised Exhibit B
Cancels and Supersedes
Third Revised Exhibit B
Page No. 6 of 6

**STANDARD CONTRACT RIDER NO. 50
PARALLEL OPERATION—
FOR QUALIFYING FACILITY**

**Contract for the Purchase of
Energy and Capacity from Qualifying Facility**

IN WITNESS WHEREOF, the parties have executed this Contract, effective as of the date first above written.

Duke Energy Indiana,
LLC "Company"

By: _____

"Customer"

By: _____

Issued:

Effective:

STANDARD CONTRACT RIDER NO. 51
PARALLEL OPERATION OF CUSTOMER OWNED GENERATION -
CAPACITY AND ENERGY CREDITS

Availability

Available to any Customer contracting for parallel operation of a generating facility.

Interconnection

Customer shall comply with all applicable requirements of Standard Contract Rider No. 80 – Interconnection Service.

Capacity and Energy from Generator

The following options may be available to customers with respect to capacity and energy from customer-owned generators.

Option 1 – Other Company Rider or Tariff Provisions

Other Company Riders or Tariff Provisions may be available to Customers meeting the requirements of those Riders or Tariff Provisions. These include Standard Contract Rider No. 23 – Peak Load Management, Standard Contract Rider No. 50 – Parallel Operation – For Qualifying Facility, Standard Contract Rider No. 57 – Net Metering, or other Riders or Tariff Provisions that may become available from time to time.

Option 2 – Reduction in Usage

Customers may use the output of the generator to reduce usage under the applicable retail rate schedule. All provisions of such rate schedules shall be in effect including any minimum charges. Customers will not receive any credit for generation in excess of load and at Company's option, such generation in excess of load may be prohibited. The highest thirty-minute maximum load set during the billing cycle shall be used in determining the Billing Maximum Load even though such maximum load was the result of failure of Customer owned facilities. Customers operating under this option will be supplied supplemental, backup and maintenance capacity and energy under the rates and charges and terms and conditions of the applicable retail rate schedule. Use of this option does not require a contract for purchase of generator output. However, an Interconnection Agreement is required as specified in Standard Contract Rider No. 80 – Interconnection Service. Customers shall agree that the Watt-hour and reactive–Ampere-hour meters installed by Company to measure electric energy may be equipped to prevent reverse registration. This option includes parallel operation of an emergency or stand-by generator for short periods for testing or to transition Customer's load between the generator and the Company's system.

Option 3 – Special Contract

At the Company's option, special contracts may be available for purchase of the generator output at a negotiated rate. The negotiated rate may be for the total generator output or only the output net of the Customer's load. At the Company's option, a special contract may be available for backup and maintenance capacity and energy at a negotiated rate. Any and all negotiated rates are subject to IURC approval.

Company will gather necessary load and operational data and will evaluate the cost of providing backup capacity and energy to Customers under this Rider. Such evaluation may result in the Company proposing to establish separate backup rates.

**STANDARD CONTRACT RIDER NO. 52 LINE EXTENSION—ADVANCE DEPOSIT
APPLICABLE TO ALL RATE SCHEDULES**

Whenever, in the opinion of the Company, either (1) necessary expenditures to make connection to an applicant for service is not warranted by the Company's estimate of prospective revenues to be derived therefrom, or (2) whenever, in the opinion of the Company, the permanence of the Customer's load is questionable, the Company may require the applicant to make an advance deposit for line construction or service connection to cover a portion of the Company's expense of extending its electric lines and furnishing and installing necessary transformation, metering and protective equipment to supply electricity to the Customer's premises.

Customer's Deposit—Permanent Service

Customer shall deposit with Company a sum equal to (1) the estimated cost of constructing the facilities to serve Customer, including labor, material, stores freight and handling expenses, and a charge for overhead, minus (2) the total revenue, as estimated by the Company, for a period of two and one-half (2-1/2) years.

Customer's Deposit—Non-permanent Service

Customer shall deposit with Company a sum equal to (1) the estimated cost of constructing the facilities to serve Customer, including labor, material, stores freight and handling expenses, and a charge for overhead, plus (2) the estimated cost of removing said facilities and returning the materials to Company storeroom, minus (3) the estimated value of salvaged materials to be returned to storeroom at the end of the contract period. If, in the opinion of the Company, the service becomes permanent, such deposit shall be recalculated in accordance with "permanent service calculation".

Refund of Deposit—Limitations

The Company shall make refund of the Customer's deposit for each additional permanent customer connected to the facilities, for which the deposit was required, in an amount by which two and one-half (2-1/2) times the estimated annual revenue of each new customer exceeds the cost of connecting such new customer, provided, that the total amount so refunded shall not exceed either the amount of Customer's original deposit or the remaining balance at the time of such refund.

If at the expiration of six (6) years from the date of commencement of the service in respect of which the deposit is made, said deposit shall not have been wholly refunded in accordance with the provisions of the immediately preceding paragraph hereof, the portion of said deposit then remaining in Company's possession shall be retained by Company as its sole property, and Company shall not be required to make further credits in respect thereof.

If, before the expiration of six (6) years after commencement of service, Customer shall order the service discontinued and said service shall not be resumed within a period of six (6) months from the date of such discontinuance, Company may terminate the agreement for service and thereafter shall be freed from any obligation to make any further refunds in respect of Customer's said deposit, and shall have the right and option, at any time thereafter and without notice to Customer, to dismantle and remove all or any part of its facilities installed for the purpose of supplying electric service to Customer's premises.

Facilities to Be and Remain Property of Company

The payment of a deposit to Company, under the terms hereof, shall not be construed as conferring upon Customer any title to or right of property in the facilities constructed or provided by Company hereunder, and the title to such facilities shall at all times be and remain in Company.

STANDARD CONTRACT RIDER NO. 53 EXCESS FACILITIES

Excess Facilities

The Company will normally install, in accordance with the provisions of the applicable rate schedule and the General Terms and Conditions for Electric Service, the facilities required to supply electric service to the Customer at one point of delivery, through one meter or metering installation, at one delivery voltage and, where necessary, through one transformation. In the event that the Customer requests from the Company facilities, hereinafter referred to as "excess facilities", which are in addition to, or in substitution for, the standard facilities which the Company will normally install, the Company will provide and install such excess facilities under the following conditions:

- (i) The type, extent, and location of such excess facilities shall be mutually agreed to by the Company and the customer.
- (ii) Such excess facilities shall be and remain the property of the Company.
- (iii) The Customer shall agree to pay the Company a monthly excess facilities charge equal to 1-1/2% of the estimated installed cost of the excess facilities.
- (iv) In the case where the requested facilities are to be substituted for the facilities normally installed by the Company and not in addition to, the monthly excess facilities charge shall be equal to 1-1/2% of the excess cost of the facilities actually installed over the cost of normal facilities.
- (v) In lieu of a monthly excess facilities charge as outlined in items (iii) and (iv) above, Company and Customer may mutually agree to an optional onetime nonrefundable payment which shall be equal to the estimated cost of installing such excess facilities times 1.20, which reflects performance of required maintenance by Company for such excess facilities. Such excess facilities shall be and remain the property of Company.
- (vi) In the event that the excess facilities are abandoned prior to the term of the contract from the date service is first supplied from such excess facilities, the Customer will pay to the Company the total cost of installing such excess facilities plus the cost of removal less the estimated salvage.
- (vii) Where such excess facilities are later used in place in serving other Customers of the Company, the monthly excess facilities charge or the onetime nonrefundable payment payable by the Customer shall be adjusted to that portion of the excess facilities charge which is reasonably assignable to the Customer.

Duke Energy Indiana, LLC
1000 East Main Street
Plainfield, Indiana 46168

Received: August 18, 2015
IURC 30-Day Filing No.: 3378
Indiana Utility Regulatory Commission

IURC NO. 14
Fourth Revised Sheet No. 54
Cancels and Supersedes
Third Revised Sheet No. 54
Page 1 of 1

**STANDARD CONTRACT RIDER NO. 54
BROWNFIELD REDEVELOPMENT RIDER**

AVAILABILITY

Applicable, until December 31, 2016, to customers locating in a qualified "brownfield" redevelopment area as defined by Indiana or federal law located adjacent to an electric transmission or distribution line of Company that is adequate and suitable for supplying the service requested.

CHARACTER OF SERVICE

The service provided shall be 60Hz alternating current provided at the Company's standard distribution or transmission voltage.

NET MONTHLY BILLING

The customer shall comply with all terms of the standard tariff rate under which the customer takes service except as contravened by the following.

- For the first 12 month period, the maximum load charge (demand charge) shall be reduced by 50 percent;
- For the second 12 month period, the maximum load charge shall be reduced by 40 percent;
- For the third 12 month period, the maximum load charge shall be reduced by 30 percent;
- For the fourth 12 month period, the maximum load charge shall be reduced by 20 percent;
- For the fifth 12 month period, the maximum load charge shall be reduced by 10 percent.

All subsequent billings shall be at the appropriate full standard service tariff rate.

TERMS AND CONDITIONS

The customer shall enter into a Service Agreement with the Company that shall specify, among other things, the voltage at which the customer will be served.

The Company is not obligated to extend, expand or rearrange its facilities if it determines that existing distribution/transmission facilities are of adequate capacity to serve the customer's load.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission, and to the Company's General Terms and Conditions currently in effect, as filed with the Indiana Utility Regulatory Commission.

Issued:

Effective:

Duke Energy Indiana, LLC
1000 East Main Street
Plainfield, Indiana 46168

Received: August 18, 2015
IURC 30-Day Filing No.: 3378
Indiana Utility Regulatory Commission

IURC NO. 14
Third Revised Sheet No. 55
Cancels and Supersedes
Second Revised Sheet No. 55
Page 1 of 1

**STANDARD CONTRACT RIDER NO. 55
AFTER HOURS SERVICE RATE APPLICABLE TO RATE SCHEDULES RS AND CS**

When Customer requests Company to provide non-emergency service, including reconnection of customers for disconnection for non-payment, outside of the normal working hours of 8:00 AM to 5:00 PM Monday through Friday solely for Customer's convenience, Customer will be charged at the following rate:

After Hours Service Rate..... \$100.00 per Trip

This service charge will be in addition to any other applicable charges.
As is the case of a customer requesting reconnection after hours for disconnection for non-payment, the customer's total bill would be \$125.00, \$25.00 for the reconnection as per the Company's General Terms and Conditions and \$100.00 for the after hours charge.

Issued:

Effective:

STANDARD CONTRACT RIDER NO. 56

Duke Energy Indiana, LLC *GOGREEN*

APPLICABILITY

Applicable to any customer who wishes to purchase "Green Power" from the Company-sponsored "GoGreen" program.

DEFINITION OF GREEN POWER

Green Power includes energy generated from renewable and/or environmentally friendly sources, including:

Wind, Solar Photovoltaic, Biomass Co-firing of Agricultural Crops and All energy crops, Hydro- as certified by the Low Impact Hydro Institute, Incremental Improvements in Large Scale Hydro, Coal Mine Methane, Landfill Gas, Biogas Digesters, Biomass Co-firing of All Woody Waste including mill residue, but excluding painted or treated lumber.

Green Power includes the purchase of Renewable Energy Certificates from the sources described above.

GREEN POWER RATE

Rates RS and CS:

For all Green Power kWh purchased per month \$0.009 per kWh

Minimum kWh purchase is 200 kWh. Additional purchases to be made in 100 kWh block increments.

NET MONTHLY BILL

Customers who participate under this rider will be billed for electric service under all standard applicable tariffs including all applicable riders.

The purchase of Green Power, under this rider, will be billed at the applicable Green Power Rate times the amount of Green Power kWh the customer has agreed to purchase per month.

The customer's monthly bill will consist of the sum of all kWh billed at the applicable rate tariffs, including all applicable riders, and the agreed to Green Power kWh blocks billed at the applicable Green Power Rate.

Issued:

Effective:

TERMS AND CONDITIONS

1. The customer shall enter into a service agreement with Company that shall specify the amount in kWh blocks and price of Green Power to be purchased monthly. Customer shall give Company thirty (30) days notice prior to cancellation of participation in this rider.
2. Funds from the Green Power Rate will be used to purchase Renewable Energy Certificates from renewable and environmentally friendly sources as described in the DEFINITION OF GREEN POWER section and for customer education, marketing, and costs of the GoGreen Program.
3. Renewable Energy Certificate ("REC") shall mean tradable units that represent the commodity formed by unbundling the environmental attributes of a unit of renewable or environmentally friendly energy from the underlying electricity. One REC would be equivalent to the environmental attributes of one MWH of electricity from a renewable or environmentally friendly generation source.
4. Company may transfer RECs at the prevailing wholesale market prices to and from third parties, including affiliated Companies.
5. Company reserves the right to terminate the Rider or revise the pricing or minimum purchase amount of the Rider after giving 60 days notice, unless the change is a decrease in pricing, in which case no advance notice would be required.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction and Orders of the Indiana Utility Regulatory Commission and the Company's General Terms and Conditions, as filed with the Indiana Utility Regulatory Commission.

Issued:

Effective:

STANDARD CONTRACT RIDER NO. 57

NET METERING

AVAILABILITY

Net metering is available to customers with an eligible net metering energy resource facility in the Company's service territory, upon request, and on a first-come, first-served basis. However, total participation under this rider is limited to an aggregate amount of net metering facility nameplate capacity of 1% of the Company's most recent summer peak load, with at least forty percent (40%) of the capacity reserved solely for participation by residential customers. An eligible net metering energy resource facility shall mean a retail electric customer of the Company with a generating facility that:

- (1) Generates electricity using a renewable energy resource as defined by IC 8-1-37-4(a)(1) through IC 8-1-37-4(a)(8) or other emerging renewable energy technologies the Indiana Utility Regulatory Commission determines appropriate.
- (2) Has a rated nameplate capacity of not greater than one (1) megawatt;
- (3) Is located on the customer's premises;
- (4) Is connected in parallel with the Company's electric distribution or transmission system;
and
- (5) Is used primarily to offset all or part of the customer's own annual electricity requirements.

At its sole discretion, the Company may provide net metering to other customer-generators not meeting all the conditions listed above on a case-by-case basis.

BILLING

The measurement of net electricity supplied by Company and delivered to Company shall be calculated in the following manner. Company shall measure the difference between the amount of electricity delivered by Company to Customer and the amount of electricity generated by the Customer and delivered to Company during the billing period, in accordance with normal metering practices. If the kWh delivered by Company to the Customer exceeds the kWh delivered by the Customer to Company during the billing period, the Customer shall be billed for the kWh difference. If the kWh generated by the Customer and delivered to Company exceeds the kWh supplied by the Company to Customer during the billing period, the Customer shall be credited in the next billing cycle for the kWh difference. When Customer elects to discontinue Net Metering service, any unused credit will be granted to Company.

Bill charges and credits will be in accordance with the standard tariff that would apply if the Customer did not participate in this rider.

METERING:

The Company shall provide net metering services through a standard kilowatt-hour metering system capable of measuring the flow of electricity in two (2) directions.

The standard kilowatt-hour metering system shall use one of the following methods, as determined solely by the Company:

- (1) A single standard kilowatt-hour meter capable of measuring the flow of electricity in two (2) directions and registering the net amount in one register.
- (2) A single standard kilowatt-hour meter capable of measuring the flow of electricity in two (2) directions and registering the amount of flow in each direction in two separate registers, one

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STANDARD CONTRACT RIDER NO. 57

NET METERING

measuring the flow of electricity from the Company to the Customer and the other measuring the flow of electricity from the Customer to the Company.

- (3) If method (1) or (2) is not feasible, two standard kilowatt-hour meters may be used, one measuring the flow of electricity from the Company to the Customer and the other measuring the flow of electricity from the Customer to the Company.

In method (2) or (3), subtracting one register or meter reading from the other register or meter reading will yield the same result as if method (1) were used.

If existing metering equipment is not capable of net metering by one of the above methods, the Company will replace the metering equipment with one of the above methods. For single phase installations, the Company will not charge the net metering customer for the cost of new metering equipment required for net metering. For three phase installations, the Company may charge the net metering customer for any new metering equipment required for net metering.

TERMS AND CONDITIONS

Customer shall maintain homeowners, commercial, or other insurance providing coverage in the amount of at least one hundred thousand dollars (\$100,000) for the liability of the insured against loss arising out of the use of generation equipment associated with net metering under this rider.

Company and Customer shall indemnify and hold the other party harmless from and against all claims, liability, damages, and expenses, including attorney's fees, based on any injury to any person, including loss of life or damage to any property, including loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with an act or omission by such other party, its employees, agents, representatives, successors, or assigns in the construction, ownership, operation, or maintenance of such party's facilities used in net metering. This indemnification provision is not applicable to government net metering customers that are restricted from entering into indemnification provisions.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission and the Company's General Terms and Conditions, as filed with the Indiana Utility Regulatory Commission.

INTERCONNECTION

Customer shall make an application for Interconnection Service and execute an Interconnection Agreement as outlined in Standard Contract Rider No. 80 – Interconnection Service.

Customer shall comply with all applicable requirements of Standard Contract Rider No. 80 – Interconnection Service.

Inverter based systems listed by Underwriters Laboratories (UL) to UL Standard 1741, published May 7, 1999, as revised January 28, 2010 (UL 1741), are accepted by the Company as meeting the technical requirements of IEEE 1547 tested by UL 1741.

Conformance with these requirements does not convey any liability to the Company for damages or injuries arising from the installation or operation of the generator system.

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STANDARD CONTRACT RIDER NO. 58

ECONOMIC DEVELOPMENT RIDER

AVAILABILITY

Available, at the Company's option, to non-residential customers receiving service from the Company under Schedule HLF or LLF, provided that the customer is not classified as Retail Trade or Public Administration by the North American Industry Classification System (NAICS) Manual published by the United States Government. This Rider is available for new load associated with initial permanent service to new establishments or expansion of existing establishments who make application to the Company for service under this Rider and the Company approves such application. The new load applicable under this Rider must be a minimum of 1,000 kW demand at one delivery point. The maximum load to qualify for this Rider is 25,000 kW. Further, the customer must have applied for and received economic assistance from the State or local government or other public agency before the Company will approve a Service Agreement under this Rider. To qualify for service under this Rider, the customer must meet the qualifications as set forth under 1) or 2) or 3) below.

- 1) The customer must employ an additional workforce in the Company's service area of a minimum of ten (10) full-time equivalent (FTE) employees per 1,000 kW demand of new or expanded load and the new load must result in capital investment of one million dollars (\$1,000,000) per 1,000 kW demand of new or expanded load. Employment additions and capital investment must occur following the Company's approval for service under this Rider; or
- 2) The customer's new load must result in capital investment of eight million dollars (\$8,000,000) per 1,000 kW demand of new or expanded load. This capital investment must occur following the Company's approval for service under this Rider; or
- 3) The customer must employ an additional workforce in the Company's service area of a minimum of twenty-five (25) full-time equivalent (FTE) employees per 1,000 kW of demand of new or expanded load. Employment additions must occur following the Company's approval for service under this Rider.

This Rider is not available to a new customer which results from a change in ownership of an existing establishment without qualifying new load. However, if a change in ownership occurs after the customer enters into a Service Agreement for service under this Rider, the successor customer may be allowed to fulfill the balance of the Service Agreement under this Rider. This Rider is also not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is not available for load shifted from one customer to another within the Company's service area.

CHARACTER OF SERVICE

The service provided shall be 60Hz alternating current provided at the Company's standard distribution or transmission voltage.

NET MONTHLY BILLING

The customer may request an effective date of the Rider which is no later than eighteen (18) months after the Service Agreement is approved and signed by the Company. The customer shall comply with all terms of the standard Rate HLF or Rate LLF under which the customer takes service except that a reduction based on the percentages below will be applied to the total bill for the New Load under this Rider, calculated on the applicable rate schedule, including the Connection Charge, Demand Charge, Energy Charge, kVAr Charge and applicable

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Riders, but excluding Excess Facilities Charges. All subsequent billings shall be at the appropriate full standard service tariff rate.

Following the effective date of the Service Agreement, the customer must maintain a minimum demand in accordance with the Service Agreement and maintain 250 hours use of demand each month during the 48-month reduction period. Failure to do so will result in a 0% reduction for that month.

APPLICATION OF THE REDUCTION

Beginning with the effective date as declared by the customer, a reduction in the monthly bill will be applied to the total bill for the qualifying new load under this Rider.

Application of the Reduction:	
Months 1-12	20%
Months 13-24	15%
Months 25-36	10%
Months 37-48	5%
After 48 months	0%

TERMS AND CONDITIONS

The customer must enter into a Service Agreement with the Company which shall specify, among other things, the voltage at which the customer will be served, a description of the amount and nature of the new load and the basis on which the customer requests qualification for this Rider. The Customer must agree to a minimum term of ten (10) years, with the reductions being available for a maximum period of four years immediately following the effective date. The customer must affirm that the availability of this Rider was a factor in the customer's decision to locate the new load in the Company's service area.

If the Customer ceases the operations for which Rider 58 was originally approved, the Company will require that the Customer repay the Rider 58 reductions received according to the following schedule:

Years 1 to 4, 100%
Year 5, 85%
Year 6, 70%
Year 7, 55%
Year 8, 40%
Year 9, 25%
Year 10, 10%

For customers entering into a Service Agreement under this Rider due to expansion, the Company may install, at customer's expense, metering equipment necessary to measure the new load to be billed under the provisions of this Rider separate from the customer's existing load which shall be billed under the applicable standard tariff schedule.

The Company is not obligated to extend, expand or rearrange its facilities if it determines that existing distribution/transmission facilities are of adequate capacity to serve the customer's load.

The maximum annual load to be added to the rider each year shall be 60,000 kW.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Indiana Utility Regulatory Commission, and to the Company's General Terms and Conditions currently in effect, as filed with the Indiana Utility Regulatory Commission.

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STANDARD CONTRACT RIDER NO. 80
INTERCONNECTION SERVICE

Applicability

Any Customer that operates or seeks to operate a generating device in parallel with the Company's system is subject to the provisions and Special Terms and Conditions of this Rider and the requirements of 170 IAC 4-4.3 Customer-Generator Interconnection Standards. A generating device is any device that produces electricity and includes, but is not limited to, any type of synchronous generator, induction generator, or inverter based system such as solar photovoltaic, wind turbine, fuel cell, or microturbine.

Application and Approval Procedures

Any Customer seeking new Interconnection Service under this tariff shall follow the process and conform with the requirements as specified in 170 IAC 4-4.3 Customer-Generator Interconnection Standards using the appropriate "Application for Interconnection" and "Interconnection Agreement" included in this Rider as Exhibits 1 through 4. By mutual agreement of the Customer and Company and as allowed by 170 IAC 4-4.3-3(b), a less formal application and approval process may be used. However, in all cases where parallel operation exceeds 500 milliseconds per occurrence, the Customer must enter into an "Interconnection Agreement" with the Company.

Technical Interconnection Requirements

Customer must comply with all technical interconnection requirements specified by the Company. For interconnection service applications subsequent to the adoption of 170 IAC 4-4.3, such requirements by the Company shall not be in conflict with any requirements in 170 IAC 4-4.3.

Special Terms and Conditions

1. Customer shall install, operate, and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on the Customer's system required by the Company's technical interconnection requirements.
2. Any changes or additions to the Company's system required for interconnection service shall be considered excess facilities. Customer shall agree to pay Company for all such excess facilities, in accordance with "Standard Contract Rider No. 53—Excess Facilities".
3. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generation equipment, controls, and protective relays and equipment (hereinafter called the "Generation Facilities"). The Generation Facilities installed and operated by or for Customer shall comply with, and Customer shall represent and warrant their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Company's rules and regulations, and Company's General Terms and Conditions for Electric Service, each as contained in Company's Retail Electric Tariff and each as may be revised from time to time with the approval of the Indiana Utility Regulatory Commission ("Commission"); (c) the rules and regulations of the Commission, including the provisions of 170 IAC 4-4.3, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time.

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STANDARD CONTRACT RIDER NO. 80
INTERCONNECTION SERVICE

4. Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the Generation Facilities are being operated in parallel with Company's electric system, Customer shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system. Customer shall agree that the interconnection and operation of the Generation Facilities is secondary to, and shall not interfere with, Company's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.
5. Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric system, or loss of a source or sources on Company's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Company's electric system. Additionally, if the fault is on Customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's electric system. Upon Company's request, Customer shall promptly notify Company whenever such automatic disconnecting devices operate.
6. Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facilities in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation Facilities from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.
7. Upon reasonable advance notice to Customer, Company shall have access at reasonable times to the Generation Facilities whether before, during or after the time the Generation Facilities first produce energy, to perform reasonable on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this Rider and to verify the proper installation and continuing safe operation of the Generation Facilities. Company shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from Company's electric system. The cost of such inspection(s) shall be at Company's expense; however, Company shall not be responsible for any other cost Customer may incur as a result of such inspection(s). Company shall have the right and authority to isolate the Generation Facilities at Company's sole discretion if Company believes that:
(a) continued interconnection and parallel operation of the Generation Facilities with Company's electric system creates or contributes (or will create or contribute) to a system emergency on either Company's or Customer's electric system; (b) the Generation Facilities are not in compliance with the requirements of this Rider, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or (c) the Generation Facilities interfere with the operation of Company's electric system. In non-emergency situations, Company shall give Customer reasonable notice prior to isolating the Generating Facilities.

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STANDARD CONTRACT RIDER NO. 80
INTERCONNECTION SERVICE

8. Customer shall agree that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in the Interconnection Agreement, and no relay or other control or protection settings specified in the Interconnection Agreement shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.
9. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities used in connection with this Agreement.
10. Customer shall agree to maintain reasonable amounts of insurance coverage against risks related to the Generation Facilities for which there is a reasonable likelihood of occurrence, as required by the provisions of 170 IAC 4-4.3-10, as the same may be revised from time to time by the Commission. Customer agrees to provide Company from time to time with proof of such insurance upon Company's request.

Exhibits 1 – 4 attached here (Level 1 Application, Level 2&3 Application, Level 1 Agreement, Level 2&3 Agreement)

Application For Interconnection

Level 1 - Certified* Inverter-Based Generation Equipment
10kW or Smaller**

Customer Name: _____

Customer Address: _____

Home/Business Phone No.: _____ Daytime Phone No.: _____

Email Address (Optional): _____

Type of Facility:

Solar Photovoltaic Wind Turbine Other (specify) _____

Inverter Power Rating: _____ Quantity: _____ Total Rated "AC" Output: _____

Inverter Manufacturer and Model Number: _____

Name of Contractor/Instalier: _____

Address: _____

Phone No.: _____ Email Address (Optional): _____

Attach documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.

Attach a single line diagram or sketch one below that includes all electrical equipment from the point where service is taken from Duke Energy Indiana, LLC to the inverter which includes the main panel, sub-panels, breaker sizes, fuse sizes, transformers, and disconnect switches.

* Certified as defined in 170 Indiana Administrative Code 4-4.3-5.

** Level 1 as defined in 170 Indiana Administrative Code 4-4.3-4(a).

Duke Energy Indiana, LLC

1000 East Main Street
Plainfield, Indiana 46168

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IURC NO. 14

First Revised Exhibit 1 Cancels and Supersedes
Original Exhibit 1
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EXHIBIT A
Level 1
Interconnection Agreement
(Customer Name)
And
Duke Energy Indiana, LLC

Single Line Diagram

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INTERCONNECTION AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF CERTIFIED INVERTER-BASED EQUIPMENT 10 kW OR SMALLER

THIS INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between Duke Energy Indiana, LLC ("Company"), and _____ ("Customer").

Customer is installing, or has installed, inverter-based Customer-generator facilities and associated equipment ("Generation Facilities") to interconnect and operate in parallel with Company's electric distribution system, which Generation Facilities are more fully described as follows:

Location: _____

Type of facility: Solar Wind Other _____

Inverter Power Rating: _____ (Must have individual inverter name plate capacity of 10kW or less.)

Inverter Manufacturer and Model Number: _____

Description of electrical installation of the Generation Facilities, including any field adjustable voltage and frequency settings:

As shown on a single line diagram attached hereto as "Exhibit A" and incorporated herein by this reference; or

Described as follows: _____

Customer represents and agrees that the Generation Facilities are, or will be prior to operation, certified as complying with:

- (i) The requirements of the Institute of Electrical and Electronics Engineers ("IEEE") Standard 1547-2003, "Standard for Interconnecting Distributed Resources with Electric Power Systems", as amended and supplemented as of the date of this Agreement, which standard is incorporated herein by this reference ("IEEE Standard 1547-2003"); or
- (ii) The requirements of the Underwriters Laboratories ("UL") Standard 1741 concerning Inverters, Converters and Controllers for Use in Independent Power Systems, as amended and supplemented as of the date of this Agreement, which standard is incorporated herein by this reference.

Customer further represents and agrees that:

- (i) The Generation Facilities are, or will be prior to operation, designed and installed to meet all applicable requirements of IEEE Standard 1547-2003, the National Electrical Code and local building codes, all as in effect on the date of this Agreement; and
- (ii) The voltage and frequency settings for the Generation Facilities are fixed or, if field adjustable, are as stated above.

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Customer agrees to maintain reasonable amounts of insurance coverage against risks related to the Generation Facilities for which there is a reasonable likelihood of occurrence, as required by the provisions of 170 Indiana Administrative Code ("IAC") 4-4.3-10, as the same may be revised from time to time by the Indiana Utility Regulatory Commission ("Commission"). Customer agrees to provide Company from time to time with proof of such insurance upon Company's request.

With respect to the Generation Facilities and their interconnection to Company's electric system, Company and Customer, whichever is applicable (the "Indemnifying Party"), shall indemnify and hold the other harmless from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities, as required by the provisions 170 IAC 4-4.3-10(b)(2), as the same may be revised from time to time by the Commission.

Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company's electric system in accordance with the provisions of 170 IAC 4-4.3, as the same may be revised from time to time by the Commission, which provisions are incorporated herein by this reference.

In the event that Customer and Company are unable to agree on matters relating to this Agreement, either Customer or Company may submit a complaint to the Commission in accordance with the Commission's applicable rules.

For purposes of this Agreement, the term "certify" (including variations of that term) has the meaning set forth in 170 IAC 4-4.3-5, as the same may be revised from time to time by the Commission, which provision is incorporated herein by this reference.

Customer's use of the Generation Facilities is subject to the rules and regulations of Company, including Company's General Terms and Conditions for Electric Service, as contained in Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission. Both Company and this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and Company's commitments hereunder are subject to such approval.

IN WITNESS WHEREOF, Customer and Company have executed this Agreement, effective as of the date first above written.

DUKE ENERGY INDIANA, LLC

CUSTOMER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

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Application For Interconnection

Level 2** or Level 3**

Customer Name: _____

Customer Address: _____

Project Contact Person: _____

Phone No.: _____ Email Address (Optional): _____

Provide names and contact information for other contractors and engineering firms involved in the design and installation of the generation facilities:

Total Generating Capacity of Customer-Generator Facility: _____

Type of Generator: Inverter-Based Synchronous Induction

Power Source: Solar Wind Diesel-fueled Reciprocating Engine
 Gas-Fueled Reciprocating Engine Gas Turbine Microturbine
 Other (Specify) _____

Is the Equipment "Certified" as defined by 170 Indiana Administrative Code ("IAC") 4-4.3-5

Yes No

Indicate all possible operating modes for this generator facility:

- Emergency / Standby – Operated when Duke Energy Indiana, LLC ("Company") service is not available. Paralleling is for short durations.
- Peak Shaving – Operated during peak demand periods. Paralleling is for extended times.
- Base Load Power – Operated continuously at a pre-determined output. Paralleling is continuous.
- Cogeneration – Operated primarily to produce thermal energy. Paralleling is extended or continuous.
- Renewable non-dispatched – Operated in response to an available renewable resource such as solar or wind. Paralleling is for extended times.
- Other – Describe: _____

* Certified as defined in 170 IAC 4-4.3-5.

** Level 2 & Level 3 as defined in 170 IAC 4-4.3-4(a)

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Will the Customer-Generator Facility export power? Yes No If yes, how much? _____

Level of Interconnection Review Requested:

Level 2**

Level 3**

For this application to be considered complete, adequate documentation and information must be submitted that will allow Company to determine the impact of the generation facilities on Company's electric system and to confirm compliance by Customer with the provisions of 170 IAC 4-4.3 and Company's requirements. Typically this should include the following:

1. Single-line diagram of the customer's system showing all electrical equipment from the generator to the point of interconnection with 's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, and current transformers.
2. Control drawings for relays and breakers.
3. Site Plans showing the physical location of major equipment.
4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
6. For Certified* equipment, documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.
7. A description of how the generator system will be operated including all modes of operation.
8. For inverters, the manufacturer name, model number, and AC power rating. Operating manual or link to manufacture's web site containing such manual.
9. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data (X_d , $X'd$, & $X''d$).
10. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

This application is subject to further consideration and study by Company and the possible need for additional documentation and information from Customer.

* Certified as defined in 170 IAC 4-4.3-5.

** Level 2 & Level 3 as defined in 170 IAC 4-4.3-4(a)

Duke Energy Indiana, LLC
1000 East Main Street
Plainfield, Indiana 46168

Received: August 18, 2015
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Indiana Utility Regulatory Commission
INTERCONNECTION AGREEMENT
FOR LEVEL 2 OR LEVEL 3 FACILITIES

IURC NO. 14
First Revised Exhibit 4 Cancels
and Supersedes
Original Exhibit 4
Page 1 of 5

THIS INTERCONNECTION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____, by and between Duke Energy Indiana, LLC ("Company"), and _____ ("Customer"). Company and Customer are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, Customer is installing, or has installed, generation equipment, controls, and protective relays and equipment ("Generation Facilities") used to interconnect and operate in parallel with Company's electric system, which Generation Facilities are more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: _____

Generator Size and Type: _____

NOW, THEREFORE, in consideration thereof, Customer and Company agree as follows:

1. Application. It is understood and agreed that this Agreement applies only to the operation of the Generation Facilities described above and on Exhibit A.
2. Interconnection. Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company's electric system in accordance with any operating procedures or other conditions specified in Exhibit A. By this Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the Generation Facilities. The Generation Facilities installed and operated by or for Customer shall comply with, and Customer represents and warrants their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Company's rules and regulations, including Company's Standard Contract Rider No. 80 and Company's General Terms and Conditions for Electric Service, each as contained in Company's Retail Electric Tariff and as each may be revised from time to time with the approval of the Indiana Utility Regulatory Commission ("Commission"); (c) the rules and regulations of the Commission, including the provisions of 170 Indiana Administrative Code 4-4.3, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time.

Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facilities in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation Facilities from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.

Customer agrees that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in Exhibit A, and no relay or other control or protection settings specified in Exhibit A shall be set, reset,

adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.

3. **Operation by Customer.** Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the Generation Facilities are being operated in parallel with Company's electric system, Customer shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system. Customer understands and agrees that the interconnection and operation of the Generation Facilities pursuant to this Agreement is secondary to, and shall not interfere with, Company's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.

Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric system, or loss of a source or sources on Company's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Company's electric system. Additionally, if the fault is on Customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's electric system. Upon Company's request, Customer shall promptly notify Company whenever such automatic disconnecting devices operate.

4. **Access by Company.** Upon reasonable advance notice to Customer, Company shall have access at reasonable times to the Generation Facilities whether before, during or after the time the Generation Facilities first produce energy, to perform reasonable on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this Agreement and to verify the proper installation and continuing safe operation of the Generation Facilities. Company shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from Company's electric system. The cost of such inspection(s) shall be at Company's expense; however, Company shall not be responsible for any other cost Customer may incur as a result of such inspection(s). Company shall have the right and authority to isolate the Generation Facilities at Company's sole discretion if Company believes that: (a) continued interconnection and parallel operation of the Generation Facilities with Company's electric system creates or contributes (or will create or contribute) to a system emergency on either Company's or Customer's electric system; (b) the Generation Facilities are not in compliance with the requirements of this Agreement, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or (c) the Generation Facilities interfere with the operation of Company's electric system. In non-emergency situations, Company shall give Customer reasonable notice prior to isolating the Generating Facilities.

5. **Rates and Other Charges.** This Agreement does not constitute an agreement by Company to purchase or wheel power produced by the Generation Facilities, or to furnish any backup, supplemental or other power or services associated with the Generation Facilities, and this Agreement does not address any charges for excess facilities that may be installed by Company in connection with interconnection of the Generation Facilities. It is understood that if Customer desires an agreement whereby Company wheels power, or purchases energy and/or capacity, produced by the Generation Facilities, or furnishes any backup, supplemental or other power or services associated with the Generation Facilities, then Company and Customer may enter into another mutually acceptable separate agreement detailing the charges, terms and conditions of such purchase or wheeling, or such backup, supplemental or other power or services. It is also understood that if any such excess facilities are required, including any additional metering equipment, as determined by Company, in order for the Generation Facilities

to interconnect with and operate in parallel with Company's electric system, then a separate Excess Facilities Agreement shall be executed by Company and Customer in accordance with Company's Standard Contract Rider No. 53 contained in Company's Retail Electric Tariff, which rider details the charges and terms of such excess facilities, as the same may be revised from time to time with the approval of the Commission.

6. Insurance. Customer shall procure and keep in force during all periods of parallel operation of the Generation Facilities with Company's electric system, the following insurance to protect the interests of Company under this Agreement, with insurance carriers acceptable to Company, and in amounts not less than the following:

Coverage	Limits
Comprehensive General Liability	
Contractual Liability	(To be inserted depending upon the nature
Bodily Injury	and size of the Generation Facilities.)
Property Damage	

Customer shall deliver a CERTIFICATE OF INSURANCE verifying the required coverage to:

Duke Energy Indiana, LLC
Attention: Area Manager
[address]

at least fifteen (15) days prior to any interconnection of the Generation Facilities with Company's electric system, and thereafter as requested by Company.

If Customer is sufficiently creditworthy, as determined by Company, then, in lieu of obtaining all or part of the above-specified required insurance coverage from insurance carriers acceptable to Company, Customer may self insure all or part of such required insurance coverage provided that Customer agrees to defend Company and to provide on a self insurance basis insurance benefits to Company, all to the same extent as would have been provided under this Agreement pursuant to the above insurance provisions of this Section 6. By utilizing self insurance to provide all or part of the above-specified required insurance, Customer shall be deemed to have agreed to the provisions of the previous sentence of this Section 6.

7. Indemnification. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities used in connection with this Agreement. Upon written request of the Party seeking relief under this Section 7, the Indemnifying Party shall defend any suit asserting a claim covered by this Section 7. If a Party is required to bring an action to enforce its rights under this Section 7, either as a separate action or in connection with another action, and said rights are upheld, the Indemnifying Party shall reimburse such Party for all expenses, including attorney's fees, incurred in connection with such action.

8. Effective Term and Termination Rights. This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Agreement. This Agreement may be terminated for the following reasons: (a)

Customer may terminate this Agreement at any time by giving Company at least sixty (60) days' prior written notice stating Customer's intent to terminate this Agreement at the expiration of such notice period; (b) Company may terminate this Agreement at any time following Customer's failure to generate energy from the Generation Facilities in parallel with Company's electric system within twelve (12) months after completion of the interconnection provided for by this Agreement; (c) either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) days' prior written notice that the other Party is in default of any of the material terms and conditions of this Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity for the Party in default to cure the default; or (d) Company may terminate this Agreement at any time by giving Customer at least sixty (60) days' prior written notice in the event that there is a change in an applicable rule or statute affecting this Agreement.

9. Termination of Any Applicable Existing Agreement. From and after the date when service commences under this Agreement, this Agreement shall supersede any oral and/or written agreement or understanding between Company and Customer concerning the service covered by this Agreement and any such agreement or understanding shall be deemed to be terminated as of the date service commences under this Agreement.

10. Force Majeure. For purposes of this Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine.

If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

11. Dispute Resolution. In the event that Customer and Company are unable to agree on matters relating to this Agreement, either Customer or Company may submit a complaint to the Commission in accordance with the Commission's applicable rules.

12. Commission Jurisdiction and Company Rules. Both Company and this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and Company's commitments hereunder are subject to such approval. Customer's use of the Generation Facilities is subject to the rules and regulations of Company, including Company's General Terms and Conditions for

Duke Energy Indiana, LLC
1000 East Main Street
Plainfield, Indiana 46168

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Electric Service, as contained in Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first above written.

DUKE ENERGY INDIANA, LLC

CUSTOMER

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

**STANDARD CONTRACT RIDER NO. 60
FUEL COST ADJUSTMENT APPLICABLE
TO ALL RETAIL RATE SCHEDULES**

- A. The applicable charges for electric service to the Company's retail customers shall be increased or decreased, to the nearest 0.001 mill (\$0.000001) per KWH to recover and/or credit the cost for fuel in accordance with the following formula:

$$\text{Fuel Cost Adjustment Factor} = F/S - \$0.014484$$

where:

1. "F" is the estimated expense of fuel based on a three-month average cost beginning with the first month of the billing cycle and consisting of the following costs:
 - (a) the average cost of fossil fuel consumed due to the operation of Company's own generating units incurred to serve native load customers, including only those items listed in Account 151, of the Federal Energy Regulatory Commission's Uniform System of Accounts for Class A and B Public Utilities and Licensees (FERC US of A);
 - (b) the actual identifiable fossil and nuclear fuel costs, or, if fuel costs are not specifically identified, costs computed in accordance with applicable Commission Orders, associated with energy purchased or transferred to serve native load customers for reasons other than identified in (c) below;
 - (c) the net energy cost, exclusive of capacity or demand charges, of energy purchased or transferred to serve native load customers on an economic dispatch basis, and energy purchased or transferred to serve native load customers resulting from the scheduled outage of a Company owned generating unit, when the costs thereof are less than the Company's fuel costs of replacement net generation from its own system, as computed in accordance with applicable Commission Orders,
 2. "S" is the estimated kilowatt-hour sales as recorded on the Company's books and records in accordance with the FERC US of A for the same estimated period set forth in "F,"
- B. The factor as computed above shall be modified to allow the recovery of utility receipts taxes and/or other similar revenue based taxes incurred due to the recovery of fuel costs.
- C. The factor shall be further modified commencing with the fifth succeeding billing cycle month to reflect the difference between the estimated incremental fuel cost billed and the incremental fuel cost actually incurred during the first and succeeding billing cycle month(s) in which such estimated incremental fuel cost was billed.
- D. Effective for all bills rendered beginning with and subsequent to the later of the effective date of the Commission's Order or the first billing cycle of July 2015 the fuel cost adjustment shall be \$0.014188 per kilowatt-hour.
- E. From time to time, and subject to approval of the Commission, the factor shall be further modified to include the separate recovery, pursuant to Ind. Code 8-1-2-42(a), of costs applicable to certain power purchases in excess of the monthly purchased power benchmark.

ISSUED:

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Plainfield, Indiana 46168

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IURC NO.14
Seventh Revised Sheet No.61
Cancels and Supersedes
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STANDARD CONTRACT RIDER NO. 61
INTEGRATED COAL GASIFICATION
COMBINED CYCLE GENERATING
FACILITY REVENUE ADJUSTMENT
APPLICABLE TO RETAIL RATE GROUPS

The applicable charges for electric service to the Company's retail customers shall be increased or decreased to the nearest 0.001 mill (\$.000001) per kWh to reflect recovery of costs applicable to the Edwardsport integrated coal gasification combined cycle generating project ("IGCC Project") including costs applicable to related transmission property and other associated facilities in accordance with Ind. Code 8-1-8.8. The revenue adjustment applicable to the Company's charges for electric service, which shall be updated from time to time upon Commission approval, will be determined based on the following provisions:

IGCC Revenue Adjustment Factor by Rate Group =

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

Where:

1. "a" is the six-month return on invested capital applicable to the IGCC Project (including invested capital applicable to related transmission and other associated facilities). The return on invested capital shall reflect the value of IGCC Project capital expenditures, net of accumulated depreciation at applicable cutoff dates, as recorded on Duke Energy Indiana's books of account in accordance with the Uniform System of Accounts prescribed for Public Utilities and Licensees Subject to the Provisions of the Federal Power Act and subject to limits approved by the Commission in Cause No. 43114 IGCC-4S. The net book value of the IGCC Project investment shall be multiplied by Duke Energy Indiana's weighted average cost of capital calculated in accordance with Commission rule 170 IAC 4-6-14 as of the valuation date of the net IGCC Project investment. The after-tax return on net original cost investment shall be converted to before-income-tax revenue requirement by multiplying the after-tax return on net investment by a revenue conversion factor that reflects current federal and state income tax rates.
2. "b" is the six-month forecasted depreciation expense applicable to the IGCC Project using Commission-approved depreciation rates.
3. "c" is the sum of the six-month forecasted operating expenses applicable to the IGCC Project which shall include operation and maintenance expenses, property insurance expenses, payroll taxes, and employee benefit costs. Forecasted operating expenses shall be reduced by \$5,756,000 on an annual basis, to reflect costs applicable to the Edwardsport steam generating facility included in the cost of service approved in Duke Energy Indiana's last general rate case.

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STANDARD CONTRACT RIDER NO. 61
INTEGRATED COAL GASIFICATION
COMBINED CYCLE GENERATING
FACILITY REVENUE ADJUSTMENT
APPLICABLE TO RETAIL RATE GROUPS

4. "d" is the six-month forecasted real estate and personal property taxes applicable to the IGCC Project.
5. "e" is the six-month forecasted federal and state income tax credits applicable to the IGCC Project converted to the revenue requirement excluding revenue related taxes and charges included in "h" below.
6. "f" is the total retail jurisdictional production demand expressed as a percentage of the total system demand from the cost of service study last approved by the IURC.
7. "g" is the six-month forecasted amortization amount of external costs associated with the development of retail jurisdictional regulatory filings associated with the IGCC Project and the six-month actual costs incurred for Black and Veatch oversight of the project, as approved by the Commission in Cause No. 43114 IGCC-1, and of actual external costs incurred for preparation and presentation of an IGCC demolition study.
8. "h" is the revenue conversion factor that includes the Utility Receipts Tax, Public Utility Fee and other revenue related charges.
9. "i" is a \$17,587,500 six-month retail revenue requirement credit amount (\$35,175,000 on an annual basis) to be credited to retail customers to reflect the change in depreciation rates approved by the Commission in Cause No. 43114 IGCC-4S.
10. "j" is the individual rate group's jurisdictional production demand allocator used for allocation purposes in the cost of service study last approved by the IURC.
11. "k" is the individual retail rate group's adjusted billing cycle kilowatt-hour sales for the applicable six-month period for all retail rate groups other than industrial customers served under Rate HLF. The revenue adjustment for industrial customers served under Rate HLF shall be based on demands within the HLF customer group such that "k" shall be the sum of kilowatts billed for the applicable six-month period

The factor shall be further modified to reflect the difference between estimated incremental operating costs billed and incremental operating costs actually incurred for those costs that are recovered on a projected basis and to reflect the difference between costs actually incurred for Black and Veatch oversight and costs collected from customers.

The IGCC revenue adjustment factor applicable to retail rate groups shall be as follows:

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JRC No. 14

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**STANDARD CONTRACT RIDER NO. 61
 INTEGRATED COAL GASIFICATION
 COMBINED CYCLE GENERATING
 FACILITY REVENUE ADJUSTMENT
APPLICABLE TO RETAIL RATE GROUPS**

Line No.	<u>Retail Rate Group</u>	IGCC Cost Recovery Adjustment Factor Per <u>KWH</u> (A)	IGCC Cost Recovery Adjustment Factor Per <u>Non-Coincident KW</u> (B)	Line No.
	Rate AS	\$0.012673		
2	Rates CS and FOG	\$0.013489		2
3	Rate LLF	\$0.010002		3
4	Rate HLF		\$5.519652	4
5	Customer L	\$0.005437		5
6	Customer D	\$0.014831		6
7	Customer O	\$0.008487		7
8	Rate OL	\$0.004307		8
9	Rate WP	\$0.009277		9
10	Rate SL	\$0.003711		10
11	Rate AL	\$0.003201		11
12	Rate MHLS	\$0.004063		12
13	Rates MOLS and UOLS	\$0.000234		13
14	Rates TS, FS and MS	\$0.012397		14

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STANDARD CONTRACT RIDER NO.61
 INTEGRATED COAL GASIFICATION
 COMBINED CYCLE GENERATING
 FACILITY REVENUE ADJUSTMENT
APPLICABLE TO RETAIL RATE GROUPS

ALLOCATED SHARE OF ADJUSTED SYSTEM PEAK DEMAND FOR
 RETAIL CUSTOMERS BY RATE GROUP EXPRESSED
 AS A PERCENTAGE OF THE COMPANY'S ADJUSTED TOTAL RETAIL SYSTEM PEAK
DEMAND AS DEVELOPED FOR COST OF SERVICE PURPOSES IN CAUSE NO. 42359

Line No.	<u>Rate Groups</u>	KW Share of System Peak (12CP) (A)	Percent Share Of System Peak (B)	Line No
	Rate RS	1,582,005	36.727%	
2	Rates CS and FOG	224,244	5.206%	2
3	Rate LLF	628,152	14.583%	3
4	Rate HLF	1,808,888	41.994%	4
5	Customer L	10,481	0.243%	5
6	Customer D	7,860	0.182%	6
7	Customer C	13,045	0.442%	7
8	Rate OL	4,855	0.113%	8
9	Rate WP	17,235	0.400%	9
10	Rate SL	2,185	0.051%	10
11	Rate AL	272	0.006%	11
12	Rate MHLS	282	0.007%	12
13	Rates MOLS and UOLS	89	0.002%	13
14	Rates TS, FS and MS	1,893	0.044%	14
15	TOTAL RETAIL	<u>4,307,464</u>	100.000%	15

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 1000 East Main Street
 Plainfield, Indiana 46168

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STANDARD CONTRACT RIDER NO.61
 INTEGRATED COAL GASIFICATION
 COMBINED CYCLE GENERATING
 FACILITY REVENUE ADJUSTMENT
APPLICABLE TO RETAIL RATE GROUPS

BILLING CYCLE KWH SALES AND NON-COINCIDENT
 PEAK DEMANDS FOR THE COMPANY'S
 RETAIL CUSTOMERS BY RATE GROUP BASED
ON THE SIX MONTH PERIOD ENDED SEPTEMBER 30, 2012

Line No.	Rate Groups	Billing Cycle <u>KWH Sales</u> (A)	Sum Of Monthly Non-Coincident <u>Peak Demands</u> (B)	Line No.
	Rate AS	4,422,937,435		
2	Rates CS and FOG	589,029,660		2
3	Rate LLF	2,225,193,339		3
4	Rate HLF	6,041,728,123	11,491,380	4
5	Customer L	68,212,569		5
6	Customer D	18,729,578		6
7	Customer O	79,487,010		7
8	Rate OL	40,040,402		8
9	Rate WP	65,809,765		9
10	Rate SL	20,975,798		10
11	Rate AL	2,860,718		11
12	Rate MHLS	2,629,169		12
13	Rates MOLS and UOLS	13,041,932		13
14	Rates TS, FS and MS	5,416,922		14
15	TOTAL RETAIL	<u>13,596,092,420</u>		15

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**STANDARD CONTRACT RIDER NO. 62
QUALIFIED POLLUTION CONTROL
PROPERTY REVENUE ADJUSTMENT
APPLICABLE TO RETAIL RATE GROUPS**

The applicable charges for electric service to the Company's retail customers, to the extent so served, shall include a charge to reflect rate base treatment for qualified pollution control property and clean energy projects in accordance with I.C. 8-1-2-6.6, I.C. 8-1-2-6.8, I.C. 8-1-8.8 and 170 IAC 4-6. The revenue adjustment applicable to the Company's charges for electric service will be determined under the following provision:

The Qualified Pollution Control Property Revenue Adjustment by Rate Group per billing cycle month shall be determined by multiplying the Qualified Pollution Control Property Revenue Adjustment Factor, as determined to the nearest 0.001 mill (\$0.000001) per kilowatt-hour in accordance with the following formula, by the monthly billed kilowatt-hours in the case of customers receiving metered service and by the estimated monthly kilowatt-hours used for rate determination in the case of customers receiving unmetered service.

Qualified Pollution Control Property
Revenue Adjustment Factor by Rate Group =

$$\frac{a \times b \times c \times d}{e}$$

where:

1. "a" is the jurisdictional cost of the Company's cumulative net investment in qualified pollution control property and clean energy projects, including costs of completed capital projects or parts of capital projects. For purposes of determining the value of such capital projects for this rate mechanism, the Company's costs as recorded in its books of account in accordance with the Uniform System of Accounts prescribed for Public Utilities and Licensees Subject to the Provisions of the Federal Power Act shall be used.
2. "b" is the Company's weighted average cost of capital as of the date of valuation of the qualified pollution control property and clean energy projects.
3. "c" is the revenue conversion factor (after interest expense synchronization) used to convert return to operating revenues.
4. "d" is the individual retail rate group's production demand allocator used for allocation purposes in the cost of service study in Cause No. 42359, as adjusted for migrations between HLF and LLF rate classes and migrations of AL and OL rate classes to the UOLS rate class.
5. "e" is the individual retail rate group's adjusted billing cycle kilowatt-hour sales for the twelve months ending as of the date of valuation of the qualified pollution control property for all retail rate groups other than industrial customers served under Rate HLF. The revenue adjustment for industrial customers served under Rate HLF shall be based on demands within the HLF customer group such that "e" shall be the sum of kilowatts billed for the applicable twelve month period.
6. The Qualified Pollution Control Property Revenue Adjustment Factor by Rate Group is as follows:

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 Plainfield, Indiana 46168

IURC No. 14
 Twenty-Fourth Revised Sheet No. 62
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 Twenty-Third Revised Sheet No. 62
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**STANDARD CONTRACT RIDER NO. 62
 QUALIFIED POLLUTION CONTROL PROPERTY
 REVENUE ADJUSTMENT FACTOR
 APPLICABLE TO RETAIL RATE GROUPS**

<u>Line No.</u>	<u>Retail Rate Group</u>	<u>Qualified Pollution Control Property Revenue Adjustment Factor Per KWH (A)</u>	<u>Qualified Pollution Control Property Revenue Adjustment Factor Per Non-Coincident KW (B)</u>	<u>Line No.</u>
1	Rate RS	\$0.003581		1
2	Rates CS and FOC	0.004238		2
3	Rate LLF	0.003217		3
4	Rate HLF		\$1.717390	4
5	Customer L	0.001714		5
6	Customer D	0.004116		6
7	Customer O	0.002547		7
8	Rate WP	0.002428		8
9	Rate SL	0.001118		9
10	Rate MHLS	0.001135		10
11	Rates MOLS and UOLS	0.000995		11
12	Rates TS, FS and MS	0.004220		12

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**STANDARD CONTRACT RIDER NO. 62
QUALIFIED POLLUTION CONTROL PROPERTY
REVENUE ADJUSTMENT FACTOR
APPLICABLE TO RETAIL RATE GROUPS**

**ALLOCATED SHARE OF ADJUSTED SYSTEM PEAK DEMAND FOR RETAIL CUSTOMERS
BY RATE GROUP EXPRESSED AS A PERCENTAGE OF THE COMPANY'S
ADJUSTED TOTAL RETAIL SYSTEM PEAK DEMAND AS DEVELOPED FOR COST OF
SERVICE PURPOSES IN CAUSE NO. 42359, AS REVISED FOR RATE MIGRATIONS**

Line No.	Rate Groups	KW Share of System Peak (12CP) Per Cause No. 42359 (A)	Percent Share Of System Peak (B)	Rate Migrations (C)	Revised KW Share of System Peak (12CP) (D)	Revised Percent Share Of System Peak (E)	Line No.
1	Rate RS	1,582,005	36.727%	-	1,582,005	36.727%	1
2	Rates CS and FOC	224,244	5.206%	-	224,244	5.206%	2
3	Rate LLF	628,152	14.583%	76,159	704,311	16.351%	3
4	Rate HLF	1,808,886	41.994%	(76,159)	1,732,727	40.226%	4
5	Customer L	10,481	0.243%	-	10,481	0.243%	5
6	Customer D	7,860	0.182%	-	7,860	0.182%	6
7	Customer O	19,045	0.442%	-	19,045	0.442%	7
8	Rate WP	17,235	0.400%	-	17,235	0.400%	8
9	Rate SL	2,185	0.051%	-	2,185	0.051%	9
10	Rate MHLS	282	0.007%	-	282	0.007%	10
11	Rates MOLS and UOLS ¹	5,196	0.121%	-	5,196	0.121%	11
12	Rates TS, FS and MS	1,893	0.044%	-	1,893	0.044%	12
13	TOTAL RETAIL	4,307,464	100.000%	-	4,307,464	100.000%	13

¹ Includes OL and AL rate groups due to rate migration reflected in ECR 23.

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 Plainfield, Indiana 46168

IURC No. 14
 Twenty-Fourth Revised Sheet No. 62
 Cancels and Supersedes
 Twenty-Third Revised Sheet No. 62
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**STANDARD CONTRACT RIDER NO. 62
 QUALIFIED POLLUTION CONTROL PROPERTY
 REVENUE ADJUSTMENT FACTOR
 APPLICABLE TO RETAIL RATE GROUPS**

**BILLING CYCLE KWH SALES FOR THE COMPANY'S
 RETAIL CUSTOMERS BY RATE GROUP BASED
 ON THE TWELVE MONTH PERIOD ENDED DECEMBER 31, 2014**

<u>Line No.</u>	<u>Rate Groups</u>	<u>Billing Cycle KWH Sales</u> (A)	<u>Sum Of Monthly Non-Coincident Peak Demands</u> (B)	<u>Line No.</u>
1	Rate RS	9,315,855,489		1
2	Rates CS and FOC	1,115,986,962		2
3	Rate LLF	4,616,498,907		3
4	Rate HLF	11,355,860,685	21,277,462	4
5	Customer L	128,826,317		5
6	Customer D	40,165,365		6
7	Customer O	157,667,771		7
8	Rate WP	149,647,087		8
9	Rate SL	41,421,428		9
10	Rate MHLS	5,603,578		10
11	Rates MOLS and UOLS ^{1v}	110,478,459		11
12	Rates TS, FS and MS	<u>9,472,246</u>		12
13	TOTAL RETAIL	<u>27,047,484,294</u>		13

^{1v} Includes KWH sales for OL and AL rate groups due to rate migration reflected in ECR 23.

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Effective:

**STANDARD CONTRACT RIDER NO. 63
SO₂, NO_x, AND Hg EMISSION ALLOWANCE ADJUSTMENT
APPLICABLE TO ALL RETAIL RATE SCHEDULES**

A. The applicable charges for electric service to the Company's retail customers shall be increased or decreased, to the nearest 0.001 mill (\$0.000001) per kWh to recover and/or credit the cost for SO₂, NO_x, and Hg emission allowances in accordance with the following formula:

$$\text{SO}_2, \text{NO}_x, \text{ and Hg Emission Allowance Adjustment Factor} = \frac{a + b \pm c}{s}$$

where:

1. "SO₂", "NO_x", and "Hg" emission allowances costs shall be defined as the estimated expense of SO₂, NO_x, and Hg emission allowances applicable to native load customers net of realized gains and losses based on estimated average costs over the six month period beginning with the first month of the billing cycle and consisting of the following components:

- (a) the average cost of SO₂, NO_x, and Hg emission allowances consumed due to the operation of the Company's own generating units used to serve native load customers based on charges recorded on the Company's books and records in accordance with the Federal Energy Regulatory Commission's Uniform System of Accounts for Class A and B Public Utilities and Licenses plus;
- (b) the cost of SO₂, NO_x, and Hg emission allowances incurred to serve native load customers associated with energy purchased or transferred for economy, reliability and/or operating purposes to the extent such costs are specifically identified or can be reasonably estimated less;
- (c) net gains and losses (net of transaction costs) realized from sales of SO₂, NO_x, and Hg emission allowances allocated to or purchased by Duke Energy Indiana for native load customer requirements.

2. "S" is the estimated native load kilowatt-hour sales for the same period that SO₂, NO_x, and Hg emission allowance costs have been estimated.

B. The factor as computed above shall be modified to allow for the recovery of utility receipts taxes and/or other similar revenue based taxes incurred due to the recovery of SO₂, NO_x, and Hg emission allowance costs.

C. The factor shall be further modified to reflect the difference between estimated SO₂, NO_x, and Hg emission allowance costs billed and SO₂, NO_x, and Hg emission allowance costs actually incurred during the first and succeeding billing cycle month(s) in which such estimated SO₂, NO_x, and Hg emission allowance costs were billed.

D. The emission allowance adjustment shall be \$0.000084 per kilowatt-hour for all bills rendered after the later of the date of the Commission's Order or the first billing cycle of September 2015.

Issued:

Effective:

**STANDARD CONTRACT RIDER NO. 66-A
ENERGY EFFICIENCY REVENUE ADJUSTMENT
APPLICABLE TO RETAIL RATE SCHEDULES**

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

CALCULATION OF ADJUSTMENT

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

Energy Efficiency Revenue Adjustment Factor =

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

$$\text{Non-Residential} = \frac{(b*m)+f}{j} + \frac{((d*m)+h)*k}{l}$$

where:

1. "a" is the sum of estimated residential conservation energy efficiency amounts excluding lost revenue.
2. "b" is the sum of estimated non-residential conservation energy efficiency amounts excluding lost revenue.
3. "c" is the sum of estimated residential demand response energy efficiency amounts excluding lost revenue.
4. "d" is the sum of estimated non-residential demand response energy efficiency amounts excluding lost revenue.
5. "e" is the sum of estimated residential conservation energy efficiency lost revenue.
6. "f" is the sum of estimated non-residential conservation energy efficiency lost revenue.
7. "g" is the sum of estimated residential demand response energy efficiency lost revenue.
8. "h" is the sum of estimated non-residential demand response energy efficiency lost revenue.
9. "i" is the applicable billing cycle kilowatt-hour sales for residential customers.
10. "j" is the applicable billing cycle kilowatt-hour sales for non-residential customers.
11. "k" is the individual non-residential rate schedule's production demand allocator used for allocation purposes in the cost of service study in Cause No. 42359, divided by the total for the non-residential schedules.
12. "l" is the applicable billing cycle kilowatt-hour sales for each individual non-residential rate schedule except for customers served under Rate HLF and Customer O. The revenue adjustment for customers served under Rate HLF shall be based on demands within the HLF customer schedule such that "l" shall be the sum of kilowatts billed for the applicable period. For Customer O the kilowatt-hour sales will include only their firm load.
13. "m" is the revenue conversion factor that includes the Utility Receipts Tax, Public Utility Fee and other revenue related charges.

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

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

Issued:

Effective:

**STANDARD CONTRACT RIDER NO. 66-A
 ENERGY EFFICIENCY REVENUE ADJUSTMENT
 APPLICABLE TO RETAIL RATE SCHEDULES**

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

OPT OUT PROVISIONS

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

1. A Qualifying Customer must receive service at a Single Site constituting more than one megawatt of electric capacity.
2. The Qualifying Customer must be able to demonstrate that at least one demand meter on its Single Site has received service of more than one megawatt of electric capacity within the previous 12 months or must be a new customer who has signed a written demand contract of greater than one megawatt for at least one meter on a Single Site.
3. If a Customer has a Single Site with Qualifying Load, it may opt out all accounts receiving service at that Single Site which are billed non-residential rates. Such accounts will be opted out provided the Customer identifies the accounts in the Customer's notice to the Company of its election to opt out and provided that at least one account at the Single Site that qualified above by virtue of having more than one megawatt of electric capacity is among the accounts identified to opt out and provided that all accounts at the Single Site on a common rate have the same opt out/opt in status.
4. The Qualifying Customer must provide written notice by completing a form provided by Duke Energy Indiana, LLC, or by providing written notice to Duke Energy Indiana, LLC, in substantially the same format as the form provided. A customer who provides written notice of its desire to opt out without using the form will be asked to complete the opt out form in a timely manner consistent with the terms of this tariff, but the notice date of the customer opt out will be the date of its original notice. The notice must:
 - a. indicate the Customer's desire to opt out of energy efficiency programs
 - b. provide a listing of all qualifying accounts for each Single Site which the Customer intends to opt out
 - i. a qualifying account is either one that is demonstrated to have received service of more than one megawatt of electric capacity at a meter at a Single Site as outlined above in item 2, or an account located on contiguous property at the same site and which is billed a non-residential rate
 - ii. at least one qualifying account which was demonstrated to have received service of more than one megawatt of electric capacity at the Single Site must opt out in order for other smaller qualifying accounts at the Single Site to opt out
 - iii. all accounts on the same rate as the qualifying account of more than one megawatt that opts out will also be required to opt out
 - iv. any other qualifying account on a different non-residential rate may also be opted out, but all accounts on the same rate at the Single Site must also opt out
 - c. contain confirmation that the signatory has authority to make that decision for the Customer
5. Written notice for the April 1, 2014 effective date must be received by Duke Energy Indiana on or before July 30, 2014. The written notice must be received by Duke Energy Indiana, LLC on or before the following dates for the opt out to take effect on the following effective dates:

Notice Must be Received On or Before:	Effective Date of Opt Out:
July 30, 2014	April 1, 2014
November 15, 2014	January 1, 2015
November 15, 2015	January 1, 2016

Issued:

Effective:

**STANDARD CONTRACT RIDER NO. 66-A
ENERGY EFFICIENCY REVENUE ADJUSTMENT
APPLICABLE TO RETAIL RATE SCHEDULES**

November 15, 2016	January 1, 2017
November 15, 2017	January 1, 2018
November 15, 2018	January 1, 2019

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

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

The Qualifying Customer will be billed the applicable effective opt out rate beginning with the first bill rendered after the effective date of opt out.

The Qualifying Customer remains liable for energy efficiency program costs, including lost revenues, shareholder incentives and related reconciliations, that accrued or were incurred or relate to energy efficiency investments made before the date on which the opt out is effective, regardless of the date on which the rates are actually assessed. Such costs may include costs related to evaluation, measurement and verification ("EM&V") required to be conducted after a customer opts out on projects completed under an Energy Efficiency Program while the customer was a participant. In addition, such costs may include costs required by contracts executed prior to the effective date of opt out but incurred after the date of the Qualifying Customer's opt out. However, these costs shall be limited to fixed, administrative costs, including costs related to EM&V. A Qualifying Customer shall not be responsible for any program costs such as the payment of energy efficiency rebates or incentives, incurred following the effective date of its opt out with the exception of incentives or rebates that are paid on applications that have not closed out at the effective date of its opt out.

OPT IN PROVISIONS FOR QUALIFYING CUSTOMERS

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

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

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

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

**STANDARD CONTRACT RIDER NO. 66-A
ENERGY EFFICIENCY REVENUE ADJUSTMENT
APPLICABLE TO RETAIL RATE SCHEDULES**

Beginning with the first bill rendered after the effective date of the opt in, the Qualifying Customer will be billed the applicable effective rate applicable to the effective dates of their opt out and opt in.

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

1. A Qualifying Customer must demonstrate that at least one demand meter on its Single Site has received service of more than one megawatt of electric capacity within the previous 12 months.
2. The Qualifying Customer must provide written notice by completing a form provided by Duke Energy Indiana, LLC, or by providing written notice to Duke Energy Indiana, LLC, in substantially the same format as the form provided, which:
 - a. indicates the Customer's desire to opt out of energy efficiency programs
 - b. provides a listing of all qualifying accounts for each Single Site which the Customer intends to opt out
 - i. a qualifying account is either one that is demonstrated to have received service of more than one megawatt of electric capacity at a meter at a Single Site as outlined above in item 1. or an account located on contiguous property at the same site and which is billed a non residential rate
 - ii. at least one qualifying account which was demonstrated to have received service of more than one megawatt of electric capacity at the Single Site must opt out in order for other smaller qualifying accounts at the Single Site to opt out
 - iii. all accounts on the same rate as the qualifying account of more than one megawatt that opts out will also be required to opt out
 - iv. any other qualifying account on a different non-residential rate may also be opted out, but all accounts on the same rate at the Single Site must also opt out
 - c. contains confirmation that the signatory has authority to make that decision for the Customer

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

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

Beginning with the first bill rendered after the effective date of the opt out, the Qualifying Customer will be billed the applicable effective rate applicable to the effective dates of their opt outs and opt ins.

**STANDARD CONTRACT RIDER NO. 66-A
 ENERGY EFFICIENCY REVENUE ADJUSTMENT
 APPLICABLE TO RETAIL RATE SCHEDULES**

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

Rates for Participating Customers

Line No.	Rate Groups	Proposed Energy Efficiency Factors kWh (A)	Proposed Energy Efficiency Factors KW (B)	Line No.
1	Rate RS	\$0.003237		1
2	Rates CS and FOC	\$0.000216		2
3	Rate LLF	\$0.000216		3
4	Rate HLF	\$0.000216	\$0.000000	4
5	Customer L	\$0.000216		5
6	Customer D	\$0.000216		6
7	Customer O - Firm	\$0.000216	^{1/}	7
8	Customer O - Interruptible	\$0.000216	^{2/}	8
9	Rate OL	\$0.000000		9
10	Rate WP	\$0.000216		10
11	Rate SL	\$0.000216		11
12	Rate AL	\$0.000000		12
13	Rate MHLS	\$0.000216		13
14	Rates MOLS and UOLS ^{3/}	\$0.000216		14
15	Rates TS, FS and MS	\$0.000216		15

1/ Applicable to Customer O's firm service.

2/ Applicable to Customer O's interruptible service.

3/ All customers previously billed OL and AL Rate Groups have been transferred to UOLS in accordance with Cause No. 42359.

Issued:

Effective:

**STANDARD CONTRACT RIDER NO. 66-A
 ENERGY EFFICIENCY REVENUE ADJUSTMENT
 APPLICABLE TO RETAIL RATE SCHEDULES**

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

Rates for Qualifying Customers Who Opt Out Effective April 1, 2014

Line No.	Rate Groups	Proposed Energy Efficiency Factors kWh (A)	Proposed Energy Efficiency Factors KW (B)	Line No.
1	Rate RS	\$0.000000		1
2	Rates CS and FOC	(\$0.000867)		2
3	Rate LLF	(\$0.000867)		3
4	Rate HLF	(\$0.000867)	\$0.000000	4
5	Customer L	(\$0.000867)		5
6	Customer D	(\$0.000867)		6
7	Customer O - Firm	(\$0.000867)	^{1/}	7
8	Customer O - Interruptible	(\$0.000867)	^{2/}	8
9	Rate OL	\$0.000000		9
10	Rate WP	(\$0.000867)		10
11	Rate SL	(\$0.000867)		11
12	Rate AL	\$0.000000		12
13	Rate MHLS	(\$0.000867)		13
14	Rates MOLS and UOLS ^{3/}	(\$0.000867)		14
15	Rates TS, FS and MS	(\$0.000867)		15

1/ Applicable to Customer O's firm service.

2/ Applicable to Customer O's interruptible service.

3/ All customers previously billed OL and AL Rate Groups have been transferred to UOLS in accordance with Cause No. 42359.

Issued:

Effective:

**STANDARD CONTRACT RIDER NO. 66-A
 ENERGY EFFICIENCY REVENUE ADJUSTMENT
 APPLICABLE TO RETAIL RATE SCHEDULES**

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

Rates for Qualifying Customers Who Opt Out Effective January 1, 2015

Line No.	Rate Groups	Proposed Energy Efficiency Factors kWh (A)	Proposed Energy Efficiency Factors KW (B)	Line No.
1	Rate RS	\$0.000000		1
2	Rates CS and FOC	(\$0.000867)		2
3	Rate LLF	(\$0.000867)		3
4	Rate HLF	(\$0.000867)	\$0.000000	4
5	Customer L	(\$0.000867)		5
6	Customer D	(\$0.000867)		6
7	Customer O - Firm	(\$0.000867)	1/	7
8	Customer O - Interruptible	(\$0.000867)	2/	8
9	Rate OL	\$0.000000		9
10	Rate WP	(\$0.000867)		10
11	Rate SL	(\$0.000867)		11
12	Rate AL	\$0.000000		12
13	Rate MHLS	(\$0.000867)		13
14	Rates MOLS and UOLS 3/	(\$0.000867)		14
15	Rates TS, FS and MS	(\$0.000867)		15

1/ Applicable to Customer O's firm service.

2/ Applicable to Customer O's interruptible service.

3/ All customers previously billed OL and AL Rate Groups have been transferred to UOLS in accordance with Cause No. 42359.

**STANDARD CONTRACT RIDER NO. 66-A
 ENERGY EFFICIENCY REVENUE ADJUSTMENT
 APPLICABLE TO RETAIL RATE SCHEDULES**

The Energy Efficiency Revenue Adjustment factor applicable to retail rate schedules for Qualifying Customers who have opted out in accordance with the terms of this tariff with an April 1, 2014 effective date and opted in according to the terms of this tariff with a January 1, 2015 effective date shall be as follows:

Rates for Qualifying Customers Who Opt Out Effective April 1, 2014
 and Opt Back in Effective January 1, 2015

Line No.	Rate Groups	Proposed Energy Efficiency Factors kWh (A)	Proposed Energy Efficiency Factors KW (B)	Line No.
1	Rate RS	\$0.000000		1
2	Rates CS and FOC	\$0.000116		2
3	Rate LLF	\$0.000116		3
4	Rate HLF	\$0.000116	\$0.000000	4
5	Customer L	\$0.000116		5
6	Customer D	\$0.000116		6
7	Customer O - Firm	\$0.000116	^{1/}	7
8	Customer O - Interruptible	\$0.000116	^{2/}	8
9	Rate OL	\$0.000000		9
10	Rate WP	\$0.000116		10
11	Rate SL	\$0.000116		11
12	Rate AL	\$0.000000		12
13	Rate MHLS	\$0.000116		13
14	Rates MOLS and UOLS ^{3/}	\$0.000116		14
15	Rates TS, FS and MS	\$0.000116		15

^{1/} Applicable to Customer O's firm service.

^{2/} Applicable to Customer O's interruptible service.

^{3/} All customers previously billed OL and AL Rate Groups have been transferred to UOLS in accordance with Cause No. 42359.

**STANDARD CONTRACT RIDER NO. 66-A
 ENERGY EFFICIENCY REVENUE ADJUSTMENT
 APPLICABLE TO RETAIL RATE SCHEDULES**

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

Rates for New Demand Contract Qualifying Customers Who Opt Out

Line No.	Rate Groups	Proposed Energy Efficiency Factors kWh (A)	Proposed Energy Efficiency Factors KW (B)	Line No.
1	Rate RS	\$0.000000		1
2	Rates CS and FOC	\$0.000000		2
3	Rate LLF	\$0.000000		3
4	Rate HLF	\$0.000000	\$0.000000	4
5	Customer L	\$0.000000		5
6	Customer D	\$0.000000		6
7	Customer O - Firm	\$0.000000	^{1/}	7
8	Customer O - Interruptible	\$0.000000	^{2/}	8
9	Rate OL	\$0.000000		9
10	Rate WP	\$0.000000		10
11	Rate SL	\$0.000000		11
12	Rate AL	\$0.000000		12
13	Rate MHLS	\$0.000000		13
14	Rates MOLS and UOLS ^{3/}	\$0.000000		14
15	Rates TS, FS and MS	\$0.000000		15

^{1/} Applicable to Customer O's firm service.

^{2/} Applicable to Customer O's interruptible service.

^{3/} All customers previously billed OL and AL Rate Groups have been transferred to UOLS in accordance with Cause No. 42359.

**STANDARD CONTRACT RIDER NO. 66-A
 ENERGY EFFICIENCY REVENUE ADJUSTMENT
 APPLICABLE TO RETAIL RATE SCHEDULES**

**ALLOCATED SHARE OF THE AVERAGE MONTHLY COINCIDENT SYSTEM
 PEAK DEMANDS (12 CP) APPLICABLE TO COMPANY'S RETAIL CUSTOMERS BY RATE
 SCHEDULE EXPRESSED AS A PERCENTAGE OF THE COMPANY'S ADJUSTED
TOTAL RETAIL SYSTEM PEAK DEMAND DEVELOPED IN CAUSE NO. 42359**

Line No.	Rate Groups	12 Month KW Share of System Coincident Peak (A)	Percent Share Of Retail Coincident Peak (B)	Percent Share Of Non-Residential Coincident Peak (C)	Line No.
1	Rate RS	1,582,005	36.727%	N/A	1
2	Rates CS and FOC	224,244	5.206%	8.228%	2
3	Rate LLF	628,152	14.583%	23.048%	3
4	Rate HLF	1,808,886	41.994%	66.370%	4
5	Customer L	10,481	0.243%	0.385%	5
6	Customer D	7,860	0.182%	0.288%	6
7	Customer O	19,045	0.442%	0.699%	7
8	Rate OL	0	0.000%	0.000%	8
9	Rate WP	17,235	0.400%	0.632%	9
10	Rate SL	2,185	0.051%	0.080%	10
11	Rate AL	0	0.000%	0.000%	11
12	Rate MHLS	282	0.007%	0.010%	12
13	Rates MOLS and UOLS 1/	5,196	0.121%	0.191%	13
14	Rates TS, FS and MS	1,893	0.044%	0.069%	14
15	TOTAL RETAIL	4,307,464	100.000%	100.000%	15

1/ Includes KW share for OL and AL rate groups due to rate migration in accordance with Cause No. 42359.

BILLING CYCLE KWH SALES FOR THE COMPANY'S

Issued:

Effective:

**STANDARD CONTRACT RIDER NO. 66-A
 ENERGY EFFICIENCY REVENUE ADJUSTMENT
 APPLICABLE TO RETAIL RATE SCHEDULES**

**RETAIL CUSTOMERS BY RATE SCHEDULE FOR
 THE TWELVE MONTHS ENDED DECEMBER 31, 2013**

Line No.	Rate Groups	Conservation	Demand Response		Line No.
		Billing Cycle KWH Sales (A)	Billing Cycle KWH Sales (B)	Sum of Monthly Non-Coincident Peak Demands (C)	
1	Rate RS	9,126,809,859	9,126,809,859		1
2	Rates CS and FOC	1,117,539,810	1,117,539,810		2
3	Rate LLF	4,330,500,779	4,330,500,779		3
4	Rate HLF	11,469,334,695	11,469,334,695	21,639,968	4
5	Customer L	136,709,235	136,709,235		5
6	Customer D	36,060,865	36,060,865		6
7	Customer O	1,137,799,924	157,678,488		7
8	Rate OL	0	0		8
9	Rate WP	137,057,944	137,057,944		9
10	Rate SL	41,761,870	41,761,870		10
11	Rate AL	0	0		11
12	Rate MHLS	5,589,810	5,589,810		12
13	Rates MOLS and UOLS 1/	111,478,658	111,478,658		13
14	Rates TS, FS and MS	9,860,114	9,860,114		14
15	TOTAL RETAIL	27,660,503,563	26,680,382,127		15

1/ Includes KWH sales for OL and AL rate groups due to rate migration in accordance with Cause No. 42359.

Received: August 18, 2015
IURC 30-Day Filing No.: 3378
Indiana Utility Regulatory Commission

Standard Contract Rider No. 67
Credits to Remove Annual Amortization of
Cinergy Merger Costs

Availability

The applicable energy charges for service to the Company's retail electric customers shall be decreased monthly to remove the annual amortization of the 1994 Cinergy merger costs as approved by the Commission in Cause No. 42873. The application of this rider shall begin with billing cycle 1 for June 2008 and shall remain in effect until the effective date of the setting of new rates and charges in the Company's next retail base rate case.

Rate

The following are the monthly credit rider rates:

Line No.	Retail Rate Group	Rate per kWh	Line No.
1	Rate RS	(\$0.000526)	1
2	Rates CS and FOC	(\$0.000603)	2
3	Rate LLF	(\$0.000295)	3
4	Rate HLF	(\$0.000333)	4
5	Customer L - Supp	(\$0.000069)	5
6	Customer D	(\$0.000386)	6
7	Customer O	(\$0.000075)	7
8	Rate WP	(\$0.000235)	8
9	Rate SL	(\$0.001719)	9
10	Rate MHLS	(\$0.000427)	10
11	Rates MOLS and UOLS ^{1/}	(\$0.000982)	11
12	Rates FS, TS and MS	(\$0.000688)	12

^{1/} Reflects the transition of Rates OL & AL to UOLS effective May 1, 2014 in accordance with Cause No. 42359.

These rates will be adjusted annually (billing cycle 1 each June) to reflect changes in energy usage. Also, an annual reconciliation to true-up the credit total will be done on a calendar year basis and included in the annual rate adjustments. The Company plans to file an updated Rider 67 each year in April for implementation by June 1.

ISSUED:

EFFECTIVE:

**STANDARD CONTRACT RIDER NO. 68
MIDCONTINENT INDEPENDENT SYSTEM OPERATOR ("MISO")
MANAGEMENT COST AND REVENUE ADJUSTMENT
APPLICABLE TO RETAIL RATE GROUPS**

The applicable charges for electric service to the Company's retail electric customers shall be increased or decreased for operation and maintenance expense treatment of MISO Management Cost and Revenues received from the MISO. The revenue adjustment to the applicable charges for electric service will be determined under the following provision:

The MISO Management Cost and Revenue Adjustment by Rate Group per any three consecutive billing cycle months shall be determined by multiplying the MISO Management Cost Adjustment Factor, as determined to the nearest 0.001 mill (\$0.000001) per kilowatt-hour in accordance with the following formula, by the monthly billed kilowatt-hours for such three consecutive billing cycle months in the case of customers receiving metered service and by the estimated monthly kilowatt-hours used for rate determination in the case of customers receiving unmetered service. MISO Management Cost and Revenue Adjustment Factor Per Rate Group =

$$\frac{((a + b + c + d - e) - (\$1,389,000 - \$2,726,000)) h}{f g}$$

where:

1. "a" is the MISO Management Costs billed Duke Energy Indiana, Inc., or a designee of Duke, under Service Schedule 10 – ISO Cost Recovery Adder of the Open Access Transmission and Energy Markets Tariff for the MISO ("MISO TEMT") or any successor Tariff.
2. "b" is the MISO Management Costs billed Duke Energy Indiana, Inc., or a designee of Duke, under Service Schedule 16 – Financial Transmission Rights Administrative Service Cost Recovery Adder of the MISO TEMT or any successor Tariff.
3. "c" is the MISO Management Costs billed Duke Energy Indiana, Inc., or a designee of Duke, under Service Schedule 17 – Energy and Operating Reserve Markets Market Support Administrative Service Cost Recovery Adder of the MISO TEMT or any successor tariff.
4. "d" is the MISO Standard Market Design Costs billed Duke Energy Indiana, Inc., or a designee of Duke, or other Government mandated transmission costs Duke Energy Indiana, Inc., or a designee of Duke, is required to pay on behalf of retail customers.
5. "e" is the MISO transmission revenues assigned to the Company, collected by the MISO under the MISO TEMT or any successor Tariff.
6. \$1,389,000 is the three (3) month average pro forma level of MISO Management Costs of which the jurisdictional electric allocated share is included by the Company in Cause No. 42359 in the determination of basic charges for service in its Electric Tariff.

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**STANDARD CONTRACT RIDER NO. 68
MIDCONTINENT INDEPENDENT SYSTEM OPERATOR ("MISO")
MANAGEMENT COST AND REVENUE ADJUSTMENT
APPLICABLE TO RETAIL RATE GROUPS**

7. \$2,726,000 is the three (3) month average pro forma level of MISO transmission revenues, of which the jurisdictional electric allocated share is included by the Company in Cause No. 42359 in the determination of basic charges for services in its Electric Tariff.
8. "f" is the individual retail rate group's allocated share of the Company's retail peak demand developed for cost of service purposes in Cause No. 42359 expressed as a percentage of the Company's total retail peak demand, as adjusted for rate migrations between HLF and LLF rate classes and migrations of AL and OL rate classes to the UOLS rate class.
9. "g" is the individual retail rate group's reported kilowatt-hour sales for the prior year during the same three (3) consecutive month period as the relevant three (3) billing cycle months.
10. "h" is the revenue conversion factor used to convert the applicable charges to operating revenues.
11. The MISO Management Cost Adjustment and Revenue Factor per Rate Group shall be further modified commencing with the three (3) consecutive months beginning with the sixth succeeding billing cycle month to reflect the difference between the incremental base monthly fees actually charged or credited to the retail electric customers and the incremental base monthly fees to be charged or credited to the retail electric customers during the three (3) consecutive billing cycle months, as determined above.

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**STANDARD CONTRACT RIDER NO. 68
MIDCONTINENT INDEPENDENT SYSTEM OPERATOR ("MISO")
MANAGEMENT COST AND REVENUE ADJUSTMENT
APPLICABLE TO RETAIL RATE GROUPS**

**ALLOCATED SHARE OF RETAIL PEAK DEMAND FOR THE COMPANY'S RETAIL CUSTOMERS BY RATE GROUP,
EXPRESSED AS A PERCENTAGE OF THE COMPANY'S TOTAL RETAIL PEAK DEMAND
DEVELOPED FOR COST OF SERVICE PURPOSES IN CAUSE NO. 42359
BASED ON THE TWELVE-MONTH PERIOD ENDED SEPTEMBER 30, 2002, AS REVISED FOR MIGRATIONS**

Line No.	Rate Groups	KW Share of Retail Peak (A)	Percent Share of Retail Peak (B)	Rate Migrations	Revised KW Share Of Retail Peak	Revised Percent Share Of Retail Peak	Line No.
1	Rate RS	1,582,005	36.728%	-	1,582,005	36.728%	1
2	Rates CS	224,244	5.206%	-	224,244	5.206%	2
3	Rate LLF	628,152	14.583%	76,159	704,311	16.351%	3
4	Rate HLF	1,808,886	41.993%	(76,159)	1,732,407	40.225%	4
5	Customer L	10,481	0.243%	-	10,481	0.243%	5
6	Customer D	7,860	0.183%	-	7,860	0.183%	6
7	Customer O	19,045	0.442%	-	19,045	0.442%	7
8	Rate OL (1)	4,855	0.113%	(4,855)	-	0.000%	8
9	Rate WP	17,235	0.400%	-	17,235	0.400%	9
10	Rate SL	2,185	0.051%	-	2,185	0.051%	10
11	Rate AL (1)	272	0.006%	(272)	-	0.000%	11
12	Rate MHLS	282	0.006%	-	282	0.006%	12
13	Rate MOLS & UOLS (1)	69	0.002%	5,127	5,196	0.121%	13
14	Rates TS, FS, and MS	1,893	0.044%	-	1,893	0.044%	14
15	TOTAL RETAIL	4,307,464	100.000%	-	4,307,464	100.000%	15

(1) Reflects movement of lighting customers from AL and OL to UOLS pursuant to Order in Cause No. 42359.

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**STANDARD CONTRACT RIDER NO. 68
MIDCONTINENT INDEPENDENT SYSTEM OPERATOR ("MISO")
MANAGEMENT COST AND REVENUE ADJUSTMENT
APPLICABLE TO RETAIL RATE GROUPS**

The MISO Management Cost and Revenue Adjustment Factor by Rate Group applicable to the Bills Rendered July 2015 – Cycle 1 is as follows:

<u>Line No.</u>	<u>Retail Rate Group</u>	<u>MISO Management Cost and Revenue Adjustment Factor per KWH</u>	<u>Line No.</u>
1	Rate RS	\$0.001418	1
2	Rates CS	0.001588	2
3	Rate LLF	0.001135	3
4	Rate HLF	0.001199	4
5	Customer L	0.000551	5
6	Customer D	0.001363	6
7	Customer O	0.000995	7
8	Rate OL	0.000000	8
9	Rate WP	0.000999	9
10	Rate SL	0.000457	10
11	Rate AL	0.000000	11
12	Rate MHLS	0.000394	12
13	Rates MOLS and UOLS	0.000399	13
14	Rates TS, FS, and MS	0.001707	14

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**STANDARD CONTRACT RIDER NO. 70
RELIABILITY ADJUSTMENT
APPLICABLE TO ALL RETAIL RATE SCHEDULES**

- A. The applicable charges for electric service to the Company's retail electric customers shall be increased or decreased, to the nearest 0.001 mill (\$0.000001) per kWh to recover and/or credit the net jurisdictional cost of reliability purchases, peak load management costs, and net profits from non-native sales, in accordance with the following formula:

Reliability Adjustment Factor:

$$= \left\{ (a * c)d + (b * d) - \left[\frac{(e * c) - \$9,831,333^{**}}{2} \right] d \right\} * \left(\frac{1}{s} \right)$$

where:

1. "a" equals year-round purchased power capacity costs (i.e., total cost of purchases, less fuel costs attributable to such purchases recoverable via Standard Contract Rider No. 60) associated with reliability purchases as approved by the Commission. The total cost of reliability purchases shall include all charges relating to such purchases including, but not limited to, transmission, demand, capacity, reservation, and/or, option payments, or other equivalent charges, including profits thereon.
2. "b" is the total year-round amount of bill credit provided to customers under the Company's PowerShare[®] program including any additional demand response amounts determined to be includable by the Commission, less the annual level built into base rates in Cause No. 42359 of \$1,023,000, prorated for the eight-month ended period May 31, 2014 to \$682,000.
3. "c" is the total retail rate group's allocated percentage share of the Company's average twelve monthly coincident system peak demands as developed for cost of service purposes in Cause No. 42359.
4. "d" is the individual retail rate group's allocated percentage share of the Company's average twelve monthly coincident retail peak demands as developed for cost of service purposes in Cause No. 42359, as adjusted for rate migration between HLF and LLF rate classes and between the AL, OL, and UOLS rate classes.
5. "e" represents actual net profits realized from non-native sales which shall not be less than zero. Actual non-native sales revenues shall be reduced by a fixed trading expense value of \$3,953,000, prorated for the eight-month ended period May 31, 2014 to \$2,635,333.
6. "s" represents actual monthly kilowatt-hour sales by individual retail rate groups for the eight months ended May 31, 2014.

**\$14,747,000 for test period non-native sales profits less fixed trading expenses approved in Cause No. 42359, prorated for the eight-month period May 31, 2014 to \$9,831,333.

- B. The factor as computed above shall be modified to allow for the recovery of utility receipts taxes and/or other similar revenue based taxes incurred due to the recovery of net reliability costs.
- C. The factor shall be further modified to reflect the reconciliation of annual net costs approved for recovery, by retail rate group, and actual annual amounts billed customers.
- D. The reliability factor by rate group is as follows:

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**STANDARD CONTRACT RIDER NO. 70
RELIABILITY ADJUSTMENT
APPLICABLE TO ALL RETAIL RATE SCHEDULES**

Line No.	Rate Groups	Estimated Reliability Factor Per kWh to be Applied to Customer Bills (A)	Line No.
1	Rate RS	\$0.000445	1
2	Rates CS and FOC	\$0.000613	2
3	Rate LLF	\$0.000464	3
4	Rate HLF	\$0.000500	4
5	Customer L	\$0.000268	5
6	Customer D	\$0.000645	6
7	Customer O	\$0.000052	7
8	Rate WP	\$0.000280	8
9	Rate SL	\$0.000165	9
10	Rate MHLS	\$0.000171	10
11	Rates MOLS and UOLS ^{1/}	\$0.000180	11
12	Rates TS, FS and MS	\$0.000709	12

^{1/} Includes OL and AL rate groups due to rate migration

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**STANDARD CONTRACT RIDER NO. 70
 RELIABILITY ADJUSTMENT
APPLICABLE TO ALL RETAIL RATE SCHEDULES**

ALLOCATED SHARE OF THE AVERAGE MONTHLY COINCIDENT SYSTEM
 PEAK DEMANDS (12 CP) APPLICABLE TO COMPANY'S
 RETAIL CUSTOMERS, BY RATE GROUP, AND WHOLESALE ELECTRIC CUSTOMERS,
 EXPRESSED AS A PERCENTAGE OF THE COMPANY'S AVERAGE TWELVE
MONTHLY COINCIDENT SYSTEM PEAK DEMANDS DEVELOPED IN CAUSE NO. 42359

Line No.	Rate Groups	kW Share of System Peak (12CP) (A)	Percent Share of System Peak (B)	Percent Share of Retail Peak (C)	Line No.
1	Rate RS	1,582,005	33.713%	36.727%	1
2	Rates CS and FOC	224,244	4.779%	5.206%	2
3	Rate LLF ^{1/}	704,311	15.009%	16.351%	3
4	Rate HLF ^{1/}	1,732,727	36.924%	40.226%	4
5	Customer L	10,481	0.223%	0.243%	5
6	Customer D	7,860	0.167%	0.182%	6
7	Customer O	19,045	0.406%	0.442%	7
8	Rate OL ^{2/}	-	0.000%	0.000%	8
9	Rate WP	17,235	0.367%	0.400%	9
10	Rate SL	2,185	0.047%	0.051%	10
11	Rate AL ^{2/}	-	0.000%	0.000%	11
12	Rate MHLS	282	0.006%	0.007%	12
13	Rates MOLS and UOLS ^{2/}	5,196	0.110%	0.121%	13
14	Rates TS, FS and MS	1,893	0.040%	0.044%	14
15	TOTAL RETAIL	4,307,464	91.791%	100.00%	15
16	WHOLESALE	385,190	8.209%	-	16
17	TOTAL COMPANY	4,692,654	100.00%	-	17

¹ Updated for the impacts of a rate migration adjustment, as detailed below

	Cause No. 42359	Adjustment Amount	Rate Migration Amount
LLF KW	628,152	76,159	704,311
HLF KW	1,606,886	(76,159)	1,732,727
^{2/} Includes OL and AL rate groups due to rate migration			
OL KW	4,855	(4,855)	0
AL KW	272	(272)	0
MOLS and UOLS	69	5,127	5,196

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**STANDARD CONTRACT RIDER NO. 71
CLEAN COAL OPERATING COST
REVENUE ADJUSTMENT
APPLICABLE TO RETAIL RATE GROUPS**

The applicable charges for electric service to the Company's retail customers, shall be increased or decreased to the nearest 0.001 mill (\$.000001) per kWh to reflect recovery of clean energy project operating costs (depreciation and operation and maintenance expenses) in accordance with Ind. Code 8-1-8.8. The revenue adjustment applicable to the Company's charges for electric service, which shall be updated and reconciled to actual costs by the Company no more often than every six months, will be determined based on the following provisions:

Clean Coal Operating Cost
Revenue Adjustment Factor by Rate Group =

$$\frac{[(a+b) \times c] \times d}{e}$$

Where:

1. "a" is the forecasted depreciation expense applicable to investments in clean energy projects that comply with provisions of Ind. Code 8-1-8.8. For purposes of determining the value of depreciation expense, the clean energy projects shall reflect the recovery of depreciation expense over a period of eighteen or twenty years beginning with the month following the in-service date of the applicable clean energy projects or using rates as otherwise approved by the Commission.
2. "b" is the forecasted operating expenses of the Company's clean energy projects (specifically, incremental operation and maintenance expense not reflected in base rates), associated with clean energy projects that comply with provisions of Ind. Code 8-1-8.8 and that have been approved by the Commission pursuant to Ind. Code 8-1-8.8. For purposes of determining the value of such operating expenses for this rate mechanism, the Company shall use costs as recorded in its books of account in accordance with the Uniform System of Accounts prescribed for Public Utilities and Licensees by the Federal Energy Regulatory Commission.
3. "c" is the revenue conversion factor used to convert the applicable operating expenses to operating revenues.
4. "d" is the individual rate group's jurisdictional production demand allocator used for allocation purposes in the cost of service study last approved by the IURC, as adjusted for migrations between HLF and LLF rate classes and migrations of AL and OL rate classes to the UOLS rate class.
5. "e" is the individual retail rate group's adjusted billing cycle kilowatt-hour sales for the applicable six month period for all retail rate groups other than industrial customers served under Rate HLF. The revenue adjustment for retail customers served under Rate HLF shall be based on demands within the HLF customer group such that "e" shall be the sum of kilowatts billed for the applicable six month period.

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

The Clean Coal Operating Cost Revenue Adjustment Factor applicable to retail rate groups shall be as follows:

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**STANDARD CONTRACT RIDER NO. 71
 CLEAN COAL OPERATING COST
 REVENUE ADJUSTMENT
 APPLICABLE TO RETAIL RATE GROUPS**

<u>Line No.</u>	<u>Retail Rate Group</u>	Clean Coal Operating Cost Revenue Adjustment <u>Factor Per KWH</u> (A)	Clean Coal Operating Cost Revenue Adjustment <u>Factor Per</u> <u>Non-Coincident KW</u> (B)	<u>Line No.</u>
1	Rate RS	\$0.004817		1
2	Rates CS and FOC	0.005316		2
3	Rate LLF	0.003826		3
4	Rate HLF		\$2.059323	4
5	Customer L	0.001922		5
6	Customer D	0.004908		6
7	Customer O	0.003106		7
8	Rate WP	0.003094		8
9	Rate SL	0.001375		9
10	Rate MHLS	0.001386		10
11	Rates MOLS and UOLS	0.001221		11
12	Rates TS, FS and MS	0.005187		12

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**STANDARD CONTRACT RIDER NO. 71
 CLEAN COAL OPERATING COST
 REVENUE ADJUSTMENT
 APPLICABLE TO RETAIL RATE GROUPS**

**ALLOCATED SHARE OF ADJUSTED SYSTEM PEAK DEMAND FOR RETAIL CUSTOMERS
 BY RATE GROUP EXPRESSED AS A PERCENTAGE OF THE COMPANY'S
 ADJUSTED TOTAL RETAIL SYSTEM PEAK DEMAND AS DEVELOPED FOR COST OF
 SERVICE PURPOSES IN CAUSE NO. 42359, AS REVISED FOR RATE MIGRATIONS**

<u>Line No.</u>	<u>Rate Groups</u>	<u>KW Share of System Peak (A)</u>	<u>Percent Share Of System Peak (B)</u>	<u>Rate Migrations (C)</u>	<u>Revised KW Share of System Peak (12CP) (D)</u>	<u>Revised Percent Share Of System Peak (E)</u>	<u>Line No.</u>
1	Rate RS	1,582,005	36.727%	-	1,582,005	36.727%	1
2	Rates CS and FOC	224,244	5.206%	-	224,244	5.206%	2
3	Rate LLF	628,152	14.583%	76,159	704,311	16.351%	3
4	Rate HLF	1,808,886	41.984%	(76,159)	1,732,727	40.226%	4
5	Customer L	10,481	0.243%	-	10,481	0.243%	5
6	Customer D	7,860	0.182%	-	7,860	0.182%	6
7	Customer O	19,045	0.442%	-	19,045	0.442%	7
8	Rate WP	17,235	0.400%	-	17,235	0.400%	8
9	Rate SL	2,185	0.051%	-	2,185	0.051%	9
10	Rate MHLS	282	0.007%	-	282	0.007%	10
11	Rates MOLS and UOLS ^v	5,198	0.121%	-	5,198	0.121%	11
12	Rates TS, FS and MS	1,893	0.044%	-	1,893	0.044%	12
13	TOTAL RETAIL	4,307,464	100.000%	-	4,307,464	100.000%	13

^v Includes OL and AL rate groups due to rate migration reflected in ECR 23.

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**STANDARD CONTRACT RIDER NO. 71
 CLEAN COAL OPERATING COST
 REVENUE ADJUSTMENT
 APPLICABLE TO RETAIL RATE GROUPS**

**BILLING CYCLE KWH SALES FOR THE COMPANY'S
 RETAIL CUSTOMERS BY RATE GROUP BASED
 ON THE SIX MONTH PERIOD ENDED DECEMBER 31, 2014**

Line No.	Rate Groups	Billing Cycle KWH Sales (A)	Sum Of Monthly Non-Coincident Peak Demands (B)	Line No.
1	Rate RS	4,235,579,313		1
2	Rates CS and FOC	543,998,941		2
3	Rate LLF	2,374,100,074		3
4	Rate HLF	5,811,112,898	10,851,461	4
5	Customer L	70,243,591		5
6	Customer D	20,602,149		6
7	Customer O	79,043,771		7
8	Rate WP	71,819,220		8
9	Rate SL	20,598,176		9
10	Rate MHLS	2,808,490		10
11	Rates MOLS and UOLS ¹¹	55,047,129		11
12	Rates TS, FS and MS	4,712,392		12
13	TOTAL RETAIL	<u>13,289,664,144</u>		13

¹¹ Includes KWH sales for OL and AL rate groups due to rate migration.

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APPENDIX A-LIST OF APPLICABLE RATE ADJUSTMENT RIDERS

The following rate adjustment riders are applicable to rate schedules: RS, CS, LLF, HLF, WP, SL, TS, FS, MHLS, UOLS, MOLS, and MS.

- Standard Contract Rider No. 60 – Fuel Cost Adjustment
- Standard Contract Rider No. 61 – Integrated Coal Gasification Combined Cycle Generating Facility Revenue Adjustment
- Standard Contract Rider No. 62 – Qualified Pollution Control Property Revenue Adjustment
- Standard Contract Rider No. 63 – SQ₂, NO_x and Hg Emission Allowance Adjustment
- Standard Contract Rider No. 66-A – Energy Efficiency Revenue Adjustment
- Standard Contract Rider No. 67 – Credits to Remove Annual Amortization of Cinergy Merger Costs
- Standard Contract Rider No. 68 – MISO Management Costs and Revenue Adjustment
- Standard Contract Rider No. 70 – Reliability Adjustment
- Standard Contract Rider No. 71 – Clean Coal Operating Cost Revenue Adjustment

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SECTION TWO

DUKE ENERGY INDIANA, LLC

AFFILIATE STANDARDS

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DUKE ENERGY INDIANA, LLC
AFFILIATE STANDARDS
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DUKE ENERGY INDIANA, LLC AFFILIATE STANDARDS

I. APPLICABILITY

These Affiliate Standards shall apply from and after the effective date of the later of (i) the date of the consummation of the Merger, and (ii) the effective date of the Commission's order approving these Affiliate Standards, until the date when new affiliate standards imposed by Indiana legislation or Commission action become effective. Changes to these Affiliate Standards may be proposed from time to time by either Duke Energy Indiana, LLC (hereafter "Company" or "Duke Energy Indiana") or the OUCG, subject to the approval of the Commission; provided, however, that Company and the OUCG shall meet and discuss any such proposed changes prior to the submission of such changes to the Commission by either Company or the OUCG.

II. SUBSTANTIVE PROVISIONS

(A) Cross-Subsidization Principles

The financial policies and guidelines for transactions between Company and its Affiliates shall reflect the following principles:

1. Company's retail customers shall not subsidize the activities of Company's Non-Utility Affiliates or its Utility Affiliates.
2. Neither Company's Non-Utility Affiliates nor Company's Utility Affiliates shall subsidize the public utility activities of Company.
3. Company's costs for jurisdictional rate purposes shall reflect only those costs attributable to its jurisdictional customers.
4. These principles shall be applied to avoid costs found to be just and reasonable for ratemaking purposes by a particular utility regulatory commission being left unallocated or stranded between various regulatory jurisdictions, resulting in the failure of the opportunity for timely recovery of such costs by Company and/or its Utility Affiliates; provided, however, that no more than one hundred percent (100%) of

such costs shall be allocated on an aggregate basis to the various regulatory jurisdictions.

5. These principles are not intended to, and shall not be interpreted to, alter, modify or change in any way the law in the State of Indiana with respect to the impact of the filing of a consolidated income tax return on Company's income tax expense allocable to jurisdictional customers.
6. Company shall maintain and utilize accounting systems and records that identify and appropriately allocate costs among Company and its Affiliates, consistent with these principles.

(B) Access to Employees, Officers, Books and Records

1. The Commission shall have access to the employees, officers, books and records of any Affiliate of Company to the same extent and in like manner that the Commission has over Company to the extent that the Affiliate engages in direct or indirect transactions with Company. If such employees, officers, books and records cannot be reasonably made available to the Commission, then upon request of the Commission, Company shall, in accordance with applicable Indiana reimbursement rules, reimburse the Commission for appropriate out-of-state travel expenses incurred in accessing the employees, officers, books and records. Company shall maintain, in accordance with generally accepted accounting principles, books, records, and accounts that are separate from the books, records, and accounts of its Affiliates, consistent with Part 101 – Uniform System of Accounts Prescribed for Public Utilities and Licensees Subject to the Provisions of the Federal Power Act. Any objections to providing all books and records must be raised before the Commission and the burden of showing that the request is unreasonable or unrelated to the proceeding is on Company. The confidentiality of competitively sensitive information shall be maintained in accordance with the Commission's rules, regulations and orders.
2. Upon the written request of the OUCC, Company shall make available to the OUCC at reasonable times and places the

books and records, and employees and officers of each applicable Affiliate of Company, including the Service Company, as are required to assure compliance with these Affiliate Standards. The confidentiality of competitively sensitive information shall be maintained in accordance with the Commission's rules, regulations and orders.

3. Upon the written request of the OUCC, Company shall make available to the OUCC at reasonable times and places copies, which have not otherwise been furnished to the OUCC, of any Affiliate-related filings made by Company with the SEC and/or the FERC during the preceding calendar year. The confidentiality of competitively sensitive information shall be maintained in accordance with the Commission's rules, regulations and orders.
4. Company shall have the right either to seek a protective order from the Commission, the FERC, if applicable, the SEC, if applicable, or a court of competent jurisdiction, or to require the OUCC to enter into a reasonable confidentiality agreement, to protect and safeguard confidential, proprietary and/or competitively sensitive information concerning its Affiliates.

(C) Accounting for Affiliate Transactions

In accordance with generally accepted accounting principles and consistent with state and federal guidelines, Company shall record all transactions with its Affiliates, whether direct or indirect. Company and its Affiliates shall maintain sufficient records to allow for an audit of the transactions involving Company and its Affiliates. Goods and Services provided by Company to a Non-Utility Affiliate, and Goods and Services provided by a Non-Utility Affiliate to Company, shall be accounted for in accordance with current requirements issued by the SEC or the FERC, whichever is applicable, or other statutory requirements if neither the SEC nor the FERC has jurisdiction. Asset transfers from Company to a Non-Utility Affiliate, and asset transfers from a Non-Utility Affiliate to Company, shall be accounted for in accordance with current requirements issued by the SEC or the FERC, whichever is applicable, or other statutory requirements if neither the SEC nor the FERC has jurisdiction.

(D) Precluded Affiliate Financial Undertakings

Company shall not allow a Non-Utility Affiliate to obtain credit under any arrangement that would permit a creditor, upon default of the Non-Utility Affiliate, to have recourse to Company's assets. The financial arrangements of Company's Affiliates are subject to the following restrictions unless otherwise approved by the Commission:

1. Any indebtedness incurred by a Non-Utility Affiliate shall be without recourse to Company.
2. Company shall not enter into any agreements under terms of which Company is obligated to commit funds in order to maintain the financial viability of a Non-Utility Affiliate.
3. Company shall not make any investment in a Non-Utility Affiliate under circumstances in which Company would be liable for the debts and/or liabilities of the Non-Utility Affiliate incurred as a result of acts or omissions of a Non-Utility Affiliate.
4. Company shall not issue any security for the purpose of financing the acquisition, ownership, or operation of a Non-Utility Affiliate.
5. Company shall not assume any obligation or liability as guarantor, endorser, surety, or otherwise in respect of any security of a Non-Utility Affiliate.
6. Company shall not pledge, mortgage or otherwise use as collateral any assets of Company for the benefit of a Non-Utility Affiliate.
7. Company shall hold harmless the retail customers of Company from any adverse effects of Company credit rating declines caused by the actions of Non-Utility Affiliates.

(E) Untariffed. Non-Utility Services Provided by Duke Energy Indiana or the Service Company

Any untariffed, Non-Utility Services provided by Company or the Service Company to any Affiliate shall be itemized in accounting entries (including electronic entries) pursuant to a written contract or written arrangement. Company and the Service Company shall maintain and keep available for inspection by the Commission copies of all accounting entries and each contract and arrangement between Company or the Service Company and Company's Affiliates that relate to the provision of such untariffed, Non-Utility Services.

(F) Goods or Services Provided by a Non-Utility Affiliate

Any Goods or Services provided by a Non-Utility Affiliate to Company shall be itemized in accounting entries (including electronic entries) pursuant to a written contract or written arrangement. Company and Non-Utility Affiliates shall maintain and keep available for inspection by the Commission copies of all accounting entries and each contract and arrangement between Company and its Non-Utility Affiliates that relate to the provision of such Goods and Services in accordance with the Commission's retention requirements.

(G) Independent Operations

Employees responsible for directing, organizing and executing the business decisions of Company's wholesale merchant or generation functions and those employees of Affiliated Wholesale Power Marketers shall operate independently of one another, to the maximum extent practical. Company shall document all employee movement between and among Company and its Affiliates. Such information shall be made available to the Commission and the OUCC upon request.

(H) Precluded Property Ownership

Except as provided in Paragraph (L) or Paragraph (M) of this Section II, Company may not own property in common with an Affiliated Wholesale Power Marketer.

(I) Market Information

No market information (within the meaning of the FERC's code of

conduct requirements) obtained by Company in the conduct of its public utility business may be shared with an Affiliated Wholesale Power Marketer, except where such information has been publicly disseminated or simultaneously shared with and made available to all non-affiliated Entities who have requested such information. Customer specific information shall not be made available by Company to an Affiliated Wholesale Power Marketer except under the same terms as such information would be made available to a non-affiliated Entity, and only with the written consent of the customer specifying the information to be released.

(J) Use of Name or Logo

A Non-Utility Affiliate may use Company's name or logo only if, in connection with such use, the Non-Utility Affiliate makes adequate disclosures to the effect that: (i) the two Entities are separate; (ii) it is not necessary to purchase the Non-Regulated Goods or Services to obtain public utility service from Company; and (iii) the customer will gain no advantage from Company by buying from the Affiliate.

(K) No Tying or Conditioning

Company shall not condition or tie the provision of any Goods, Services, pricing benefit, or waiver of associated terms or conditions, to the purchase of any Goods or Services from an Affiliated Wholesale Power Marketer.

(L) Sharing of Office Space, Office Equipment, Computer Systems or Information Systems with Affiliated Wholesale Power Marketers

Except as provided in Paragraph (M) of this Section II and to the maximum extent practical, employees responsible for directing, organizing and executing the business decisions of Affiliated Wholesale Power Marketers' wholesale merchant or generation functions generally shall not share office space, office equipment, computer systems or information systems with those similarly employed employees of Company; provided, however, that computer systems and information systems may be so shared if the systems are secured such that Affiliated Wholesale Power Marketers cannot access Company operating data, and office space may be so shared under a lease or other ownership

arrangement if the office space is secured such that employees of one company cannot access the designated office area of the other.

(M) Exception for Computer Systems and Information Systems

1. Computer systems and information systems may be shared between Company and Non-Utility Affiliates only to the extent necessary for the provision of corporate support services or other shared services; provided, however, Company shall ensure that the proper security access and other safeguards are in place to ensure full compliance with these Affiliate Standards.
2. These Affiliate Standards are not intended to, and shall not be interpreted to, preclude the sharing of computer systems and information systems between Company and its Affiliates as necessary for the provision of Services consistent with Service Agreements now or hereafter approved by the Commission, including, but not limited to, the Service Agreements identified as Petitioner's Exhibits I-1, I-2 and I-3 in Cause No. 42873 before the Commission.

(N) Limitations on Corporate Support Services Affiliate Transactions

Company may engage in transactions directly related to the provision of corporate support services with its Affiliates in accordance with requirements relating to the Service Agreements. As a general principle, such provision of corporate support services shall not allow or provide a means for the transfer of confidential information from Company to its Affiliates, create the opportunity for preferential treatment or unfair competitive advantage, create opportunities for cross-subsidization of Affiliates, or otherwise provide any means to circumvent these Affiliate Standards.

(O) Availability of Goods or Services to Affiliates

Except as provided in Paragraph (N) of this Section II, Company may only make Goods or Services available to an Affiliated Wholesale Power Marketer if the Goods or Services are equally available to all Non-Affiliated Wholesale Power Marketers on the

same terms, conditions and prices, and at the same time. Company shall process all requests for Goods or Services from Affiliated and Non-Affiliated Wholesale Power Marketers on a non-discriminatory basis.

(P) Documentation

If Company provides both Regulated and Non-Regulated Services or Goods, or if an Affiliate provides Services or Goods to Company, Company and such Affiliate shall maintain documentation in the form of written agreements, an organization chart (depicting Company and all of its Affiliates), accounting bulletins, procedure and work order manuals, or other related documents, which describe how costs are allocated between Regulated and Non-Regulated Services or Goods. Such documentation shall be available, subject to requests for confidential treatment, for review by the Commission in accordance with Paragraph (B) of this Section II.

(Q) Contact for Affiliate Transaction and Personnel Information

Company shall designate an employee who will act as a contact for the Commission and the OUCC seeking data and information regarding Company's Affiliate-related transactions and personnel transfers. Such employee shall be responsible for providing data and information requested by the Commission for any and all transactions between Company and its Affiliates, regardless of the Affiliate(s) from which the information is sought.

(R) Contact for Service and Reliability Concerns

Company shall designate an employee or agent who will act as a contact for the Commission concerning retail consumer issues regarding service and reliability concerns. Such Company representative shall be able to deal with billing, maintenance and service reliability issues.

(S) Contact for State Regulatory Matters

Company shall provide the Commission a current list of employees or agents that are designated to work with the Commission and the

OUCC concerning state regulatory matters, including, but not limited to, rate cases, consumer complaints and billing issues.

(T) Duke Energy Indiana's Affiliate Contract Filings

Any filings of Affiliate Contracts which Company is required to make with the Commission, the SEC and/or the FERC shall be made consistent with the following procedures:

1. For any Affiliate Contract which Company is required to file with the Commission pursuant to Ind. Code § 8-1-2-49 (but not required to be filed by Company with the Commission pursuant Ind. Code §§ 8-1-2-83, 84 or any other Indiana statute), Company shall, thirty (30) days prior to any required filing of such Affiliate Contract (including Service Agreements) with the SEC or the FERC for such agency's approval or acceptance, submit to the Commission Staff and the OUCC a copy of the proposed filing.
 - (i) If the Commission Staff clears such Affiliate Contract for filing, or does not comment upon it, and no objections are submitted by the OUCC to Company (a copy of any such objections to be provided to Commission Staff) during the Review Period for such contract, then Company may file such contract with the Commission and the SEC or the FERC, whichever is applicable. The contract shall become effective upon the receipt of all necessary regulatory authorizations and shall continue in effect until it is terminated pursuant to its terms or is amended or superseded, subject to the receipt of all necessary regulatory authorizations.
 - (ii) If during, or upon the expiration of, the Review Period for such Affiliate Contract, the Commission Staff recommends that the Commission reject, disapprove or establish a proceeding to review such contract, or if an objection(s) is submitted by the OUCC to Company (with a copy to Commission Staff), then Company may file the contract with the Commission, but shall not file the contract with the SEC or the FERC, whichever is applicable, until at least thirty (30)

days after the date that it is filed with the Commission; provided, further, that both such filings shall disclose the Commission Staff's recommendation or the objection(s) regarding the contract. The contract shall become effective upon receipt of all necessary regulatory authorizations and shall continue in effect until it is terminated pursuant to its terms or is amended or superseded, subject to the receipt of all necessary regulatory authorizations.

2. For any Affiliate Contract which Company is required to file with the Commission pursuant to Ind. Code § 8-1-2-49 (but not required to be filed by Company with the Commission pursuant Ind. Code §§ 8-1-2-83, 84 or any other Indiana statute) and which Company is not required to file with the SEC or the FERC, Company shall, prior to filing the contract with the Commission, submit to the Commission Staff, and provide to the OUCC, a copy of the contract.
 - (i) If the Commission Staff clears such Affiliate Contract for filing, or does not comment upon it, and no objections are submitted by the OUCC to Company (a copy of any such objections to be provided to Commission Staff) during the Review Period for such contract, then Company may file such contract with the Commission. To the extent that the effectiveness of such contract is not subject to any other necessary regulatory authorizations, such contract shall become effective as of the date that it is filed with the Commission; otherwise, such contract shall become effective as of the first day on which all such necessary regulatory authorizations are received. After becoming effective, such contract shall continue in effect until it is terminated pursuant to its terms or is amended or superseded, subject to the receipt of all necessary regulatory authorizations.
 - (ii) If during, or upon the expiration of, the Review Period for such Affiliate Contract, the Commission Staff recommends that the Commission reject, disapprove or establish a proceeding to review such contract, or if

an objection(s) is submitted by the OUCC to Company (with a copy to Commission Staff), then Company may file the contract with the Commission, but such contract shall provide for an effective date no earlier than thirty (30) days after such contract is filed with the Commission. The contract shall become effective upon receipt of all necessary regulatory authorizations and shall continue in effect until it is terminated pursuant to its terms or is amended or superseded, subject to the receipt of all necessary regulatory authorizations.

3. For any Affiliate Contract which Company is required to file with the Commission pursuant to Ind. Code §§8-1-2-83, 84, or any other applicable Indiana statute which requires specific Commission approval (this does not include Ind. Code §8-1-2-49), Company shall file such contract with the Commission under a separate docket and such filing shall be handled through the normal procedures established by the Commission for obtaining Commission approval thereof. Company shall either obtain Commission approval of such contract prior to any required filing of such contract with the SEC or the FERC for such agency's approval or acceptance, or otherwise request that the effective date of such agency's approval or acceptance be no earlier than the date of the Commission's approval of such contract.
4. After an Affiliate Contract has been filed by Company with the Commission, the Commission may in accordance with Indiana law approve or disapprove the contract. If such contract is also required to be filed by Company with the SEC or the FERC for such agency's approval or acceptance, then upon any Commission disapproval of the contract:
 - (i) If the required approval or acceptance of such contract by the SEC or the FERC, whichever is applicable, has not yet been received by Company, then Company will seek to withdraw its filing requesting such agency's approval or acceptance; or
 - (ii) If the required approval or acceptance of such contract by the SEC or the FERC, whichever is

applicable, has been received and none of the other contracting parties are Utility Affiliates of Company subject to any other state utility regulatory commission's jurisdiction, then Company will:

- (a) Terminate such contract pursuant to its terms; or
 - (b) At its sole option, take such steps as are necessary to cause such contract to be amended in order to remedy the Commission's adverse determination with respect to such contract; or
- (iii) If the required approval or acceptance of such contract by the SEC or the FERC, whichever is applicable, has been received and one or more of the other contracting parties are Utility Affiliates of Company subject to another state utility regulatory commission's jurisdiction, then Company will make a good faith effort to terminate or amend such contract in a manner which remedies the Commission's adverse determination with respect to such contract. If agreement can be reached to terminate or amend the contract in a manner satisfactory to the contracting parties and the representatives of each affected state commission, then Company shall:
- (a) File any such agreed upon amended contract with the Commission and the SEC or the FERC, whichever is applicable, pursuant to this Paragraph (T); or
 - (b) Make a filing with the Commission, and the SEC or the FERC, whichever is applicable, to terminate the contract.

If no agreement can be reached satisfactory to each contracting party and to each affected state commission, after good faith negotiations, then Company shall have no further obligations under

these Affiliate Standards with respect to such contract.

5. Nothing in these Affiliate Standards affects, modifies or alters in any way the rights and duties of the Commission under applicable state and federal law.

(U) Violations

Any violation of the provisions of these Affiliate Standards shall be subject to the enforcement powers and penalties of the Commission.

(V) Independent Audits

Company shall fund the cost of four (4) independent audits (up to a total of \$400,000) after Merger consummation of Company's Affiliate-related transactions to determine compliance with these Affiliate Standards, and to determine that Company has sufficient controls and training in place to enable compliance with these Affiliate Standards. The results of such audits shall be filed with the Commission.

(W) Public Utility Holding Company Act of 2005

If the Public Utility Holding Company Act of 2005 is repealed or materially amended during the time that these Affiliate Standards are in effect and equivalent jurisdiction is not given to another federal agency, then Company will work with the Commission to ensure that Company continues to furnish the Commission with the appropriate information to regulate Company. The Commission may establish its reporting requirements regarding the nature of intercompany transactions concerning Company and a description of the basis upon which cost allocations and transfer pricing have been established in these transactions.

(X) No Impairment of Service Company Structure

These Affiliate Standards are not intended to, and shall not be interpreted to, prohibit or impair the continued existence and operation of the Service Company structure of Duke Energy Indiana's Holding Company.

(Y) **No Preclusion of Commission Approved Actions or FERC Pricing Requirements for Affiliate Transactions**

These Affiliate Standards are not intended to, and shall not be interpreted to, preclude Company from providing to, or receiving from, its Affiliates any Goods, Services, or other resources pursuant to: (i) the provisions of Service Agreements now or hereafter approved by the Commission, including, but not limited to, the Service Agreements identified as Petitioner's Exhibits I-1, I-2 and I-3 in Cause No. 42873 before the Commission; (ii) specific approval of the Commission; or (iii) the FERC's pricing requirements for Company's Affiliate-related transactions.

(Z) **Affiliate Firm or Unit Power Purchase by Duke Energy Indiana for a Term of 5 Years or More**

Company shall file with the Commission for the Commission's acceptance and approval any proposed purchase of firm power or unit power by Company from an Affiliate for a term of five (5) years or more.

III. **INFORMATIONAL FILINGS**

(A) **Annual Informational Filings**

On an annual basis, Company shall file with the Commission (and provide to the OUCC) the following information concerning each Company Affiliate that is: (i) Duke Energy Indiana's Holding Company, (ii) a Subsidiary of Duke Energy Indiana, (iii) a Utility Affiliate, (iv) a Subsidiary of a Utility Affiliate, or (v) a first tier Subsidiary of Duke Energy Indiana's Holding Company:

1. The names and business addresses of the officers and directors of each such Affiliate.
2. A description of each such Affiliate's business purpose(s), including a description of any diversification policy.
3. An organization chart showing Duke Energy Indiana, such Affiliates, and their relationship to each other.

4. A description of the method(s) used to identify, value, and record transfers of Assets, Goods and Services between Company and such Affiliates.
5. A description of the method used to allocate federal and state income tax expense, payments and refunds to Company and such Affiliates.
6. A description of specific transfers of Assets, Goods or Services between Company and such Affiliates during the applicable period, and a description of the transfer value(s) utilized for such transfers.
7. A description of specific transfers of personnel between Company and such Affiliates during the applicable period, and a description of the transfer value(s) utilized for such transfers.

These annual informational filings shall be made as of the last day of April of each calendar year that these Affiliate Standards are in effect.

(B) Additional Annual Informational Filings

On an annual basis, Company shall file with the Commission (and provide to the OUCC) the following information concerning each Company Affiliate that is: (i) Duke Energy Indiana's Holding Company, (ii) a Subsidiary of Duke Energy Indiana, (iii) a Utility Affiliate, (iv) a Subsidiary of a Utility Affiliate, or (v) a first tier Subsidiary of Duke Energy Indiana's Holding Company:

1. The capital structure of each such Affiliate as of the end of the applicable period.
2. A statement of the changes in the capital structure of each such Affiliate during the applicable period.
3. An assessment of the effects on Company's capital structure and Company's ability to attract capital due to the activities of each such Affiliate during the applicable period.

4. If requested by the Commission or the OUCC, the names and job descriptions of any employees of Company transferred to, or for whom seventy-five percent (75%) or more of their time has been allocated to, such an Affiliate during the applicable period.
5. Any amendments to the Utility Money Pool Agreement made in the previous calendar year.

These additional annual informational filings shall be made as of the last day of April of each calendar year that these Affiliate Standards are in effect.

(C) Special Informational Filing

1. In addition to the other filings required by Paragraphs (A) and (B) of this Section III, Company shall make a special informational filing detailing the transfer by Company to a Non-Utility Affiliate of: (i) any confidential public utility information, including customer lists, to be used for non-utility purposes; or (ii) any intellectual property whose original cost exceeds \$500,000. Such a special informational filing shall address any covered transfers during the applicable period
2. These special informational filings shall be made as of the last day April of each calendar year that these Affiliate Standards are in effect.

(D) Confidentiality Agreement and Protective Orders

Company shall have the right either to seek a protective order from the Commission or a court of competent jurisdiction, or to require the OUCC to enter into a reasonable confidentiality agreement, to protect and safeguard confidential, proprietary or competitively sensitive information concerning its Affiliates that may be contained in any of the filings required by this Section III.

IV. DEFINITIONS

When used in these Affiliate Standards, the following terms shall have the

respective meanings set forth below, and when the defined meaning is intended the term is initially capitalized.

- (A) "Affiliate" means an Entity that is Duke Energy Indiana's Holding Company, a Subsidiary of Duke Energy Indiana or a Subsidiary of any tier of Duke Energy Indiana's Holding Company (other than Company).
- (B) "Affiliate Contract" means an Affiliate Operating Contract, an Affiliate Sales Contract, an Affiliate Surety Contract, a Section 205 Contract, or an amendment to any such contract; provided, however, that "Affiliate Contract" does not include the Service Agreements identified as Petitioner's Exhibits I-1, I-2 and I-3 in Cause No. 42873 before the Commission, but "Affiliate Contract" does include amendments to such Service Agreements.
- (C) "Affiliate Operating Contract" means a contract, other than a Section 205 Contract, between Company and one or more of its Affiliates providing for the operation of any part of Company's generating, transmission and/or distribution facilities by such Affiliate(s).
- (D) "Affiliate Sales Contract" means a contract, other than an Affiliate Operating Contract or a Section 205 Contract, between Company and one or more of its Affiliates involving the purchase or sale of Assets, Goods or Services.
- (E) "Affiliate Surety Contract" means a contract between Company and one or more of its Affiliates involving the assumption by Company of any liability as guarantor, endorser, surety, or otherwise in respect of any security or contract of an Affiliate.
- (F) "Affiliated Wholesale Power Marketer" means: (i) an Affiliate that is an Exempt Wholesale Generator; (ii) an Affiliate that is a Power Marketer; and (iii) Duke Energy Ohio's electric wholesale merchant and electric generation functions to the extent that such electric wholesale merchant and electric generation functions remain subject to Am. Sub. S.B. 3, Gen. Assem. (Ohio 1999), codified primarily at Ohio Rev. Code Ann. §4928.01 *et seq.*, to restructure Ohio's electric utility industry so as to achieve retail competition in the electric generation component of public utility service, as in effect on the date of consummation of the Merger, but "Affiliated

Wholesale Power Marketer” shall not include Duke Energy Ohio’s electric transmission and distribution functions.

- (G) “Assets” means any land, plant, equipment, franchises, licenses, or other intangibles, or rights to use assets.
- (H) “Duke Energy Ohio” means Duke Energy Ohio, Inc. formerly known as The Cincinnati Gas & Electric Company, or any successor in interest.
- (I) “Commission” means the Indiana Utility Regulatory Commission, or any successor governmental agency.
- (J) “Commission Staff” means the staff of the Commission.
- (K) “Entity” means a corporation, limited liability company or a natural person.
- (L) “Exempt Wholesale Generator” means an Entity which is engaged, directly or indirectly through one or more affiliated Entities, exclusively in the business of owning or operating all or part of a facility for generating electricity and selling electricity at wholesale and who: (i) does not own a facility for the transmission of electricity, other than an essential interconnecting transmission facility necessary to affect a sale of electricity at wholesale; and (ii) has applied to the FERC for a determination under 15 U.S.C. 79z-5a.
- (M) “FERC” means the Federal Energy Regulatory Commission, or any successor governmental agency.
- (N) “Federal Power Act” means 16 U.S.C. 792 *et seq.*, or any successor statute.
- (O) “Goods” means any goods, inventory, products, materials, supplies, appliances, or similar property (but not electric energy and/or capacity)
- (P) “Merger” means the merger of Cinergy Corp. and Duke Energy Corporation.
- (Q) “Non-Affiliated Wholesale Power Marketer” means: (i) an Exempt

Wholesale Generator that is not an Affiliate; and (ii) a Power Marketer that is not an Affiliate.

- (R) "Non-Regulated" means not regulated by a state utility regulatory commission with respect to rates, charges or prices paid by an end-use customer.
- (S) "Non-Utility" means not a public utility.
- (T) "Non-Utility Affiliate" means an Affiliate which is neither a public utility nor a Utility Service Company.
- (U) "OUCC" means the Indiana Office of Utility Consumer Counselor, or any successor governmental agency.
- (V) "Power Marketer" means an Entity which: (i) becomes an owner or broker of electricity for the purpose of selling electricity at wholesale; (ii) does not own electric transmission or distribution facilities in a state; (iii) does not have a certified retail electric service area; and (iv) has been granted authority by the FERC to sell electricity at market-based rates.
- (W) "Duke Energy Indiana" means Duke Energy Indiana, LLC formerly known as PSI Energy, Inc., or any successor in interest.
- (X) "Duke Energy Indiana's Holding Company" means Cinergy Corp. and Duke Energy Corporation, or their respective successors in interest, or any Entity that owns directly or indirectly ten percent (10%) or more of the voting capital stock of Cinergy Corp. or Duke Energy Corporation, or their respective successors in interest; provided, however, for purposes of Section II(B) and Section III of these Affiliate Standards such "ten percent (10%) or more" voting capital stock requirement shall be "fifty percent (50%) or more".
- (Y) "Public Utility Holding Company Act of 2005" means Pub. L. No. 109-58, 119 Stat. 594 (2005), §§ 1261 *et seq.*, or any successor statute.
- (Z) "Regulated" means regulated by a state utility regulatory commission with respect to rates, charges or prices paid by an end-use customer.

- (AA) "Review Period" means a period of thirty (30)-consecutive calendar days commencing on the first day immediately following the date that Company submits an Affiliate Contract to the Commission's Chief Operating Officer (or such other person as the Commission may designate from time to time) for the Commission's Staff's review, which period precedes Company's filing of such Affiliate Contract with the Commission pursuant to Ind. Code § 8-1-2-49, or any successor statute.
- (BB) "SEC" means the Securities and Exchange Commission, or any successor governmental agency.
- (CC) "Section 205 Contract" means an interconnection, interchange, pooling, operating, transmission, power sale or ancillary power services contract or similar contract entered into between Company and a Utility Affiliate and/or a Utility Service Company and subject to regulation by the FERC pursuant to Section 205 of the Federal Power Act, 16 U.S.C. 824d, or any successor statute.
- (DD) "Service Agreement" means a contract under which a Utility Service Company provides Services.
- (EE) "Service Company" means a Utility Service Company.
- (FF) "Services" means the performance of activities having value to one party, such as managerial, financial, accounting, legal, engineering, construction, purchasing, marketing, auditing, statistical, advertising, publicity, tax, research, and other similar services (but not public utility services).
- (GG) "Subsidiary" means any corporation ten percent (10%) or more of whose voting capital stock is controlled by another Entity; Subsidiaries of Company are those corporations in which Company owns directly or indirectly (or in combination with Company's other Affiliates) ten percent (10%) or more of such corporation's voting capital stock; provided, however, for purposes of Section II(B) and Section III of these Affiliate Standards such "ten percent (10%) or more" voting capital stock requirement shall be "fifty percent (50%) or more".
- (HH) "Utility Affiliate" means an Affiliate of Company which is also a public utility.

- (II) "Utility Money Pool Agreement" means the agreement identified as Petitioner's Exhibit G-2 in Cause No. 42873 before the Commission.
- (JJ) "Utility Service Company" means an Affiliate whose primary business purpose is to provide administrative and general or operating Services to Company and Utility Affiliate(s).

V. MISCELLANEOUS

(A) Headings

The descriptive headings of the various Sections, Paragraphs, and other provisions of these Affiliate Standards have been inserted for convenience of reference only and shall not define, modify, restrict, construe, or otherwise affect the construction or interpretation of any provisions of these Affiliate Standards.

(B) Changes

No changes to these Affiliate Standards shall be effective unless and until approved by order of the Commission. The effective date of any change to these Affiliate Standards shall be the effective date of the Commission's order approving such change.

(C) Certain Effective Affiliate Contracts

The following Affiliate Contracts shall be effective as of the effective date of the Commission's order approving these Affiliate Standards:

1. The Affiliate Contract identified as Petitioner's Exhibit I-1 in Cause No. 42873 before the Commission;
2. The Affiliate Contract identified as Petitioner's Exhibit I-2 in Cause No. 42873 before the Commission;
3. The Affiliate Contract identified as Petitioner's Exhibit I-3 in Cause No. 42873 before the Commission;
4. The Affiliate Contract identified as Petitioner's Exhibit F-1 in

Cause No. 42873 before the Commission; and

5. The Affiliate Contract identified as Petitioner's Exhibit G-2 in Cause No. 42873 before the Commission.

(D) Replacement for Affiliate Guidelines

As of the effective date of these Affiliate Standards, these Affiliate Standards replace and supersede the Affiliate Guidelines included as Section Two of Company's Retail Electric Tariff, IURC No. 14. Company shall include these Affiliate Standards as Section Two of its applicable Retail Electric Tariff.

(E) No Affect on Federal Rights

Nothing in these Affiliate Standards shall be interpreted to affect, modify or alter in any way the rights of any Entity to petition the SEC regarding any Affiliate Contract, or to file a complaint with the FERC under Section 206 of the Federal Power Act regarding any Affiliate Contract, or to exercise any right under Section 1275(b) of the Public Utility Holding Company Act of 2005 regarding any Affiliate Contract.