

RATE CSC
CUSTOMER SPECIFIC CONTRACTS

PURPOSE:

To provide an appropriate response to non-standard or specialized Customer requests for electric services and/or meet competitive forces in the energy services markets in a manner that satisfies the needs of participating Customers while balancing the interests of the participating Customer, the non-participating Customers, and the Company.

AVAILABILITY:

Any Customer with a minimum contract demand of 2000 kilowatts, not for resale, can be considered for a Rate CSC, Customer Specific Contract, upon written application to the Company if one or more of the following conditions is shown to exist:

- 1) The Customer desires non-standard electric service for new or existing load;
- 2) The Customer desires specialized electric service for new or existing load;
- 3) The Customer has potential new load which will not materialize at the Company's standard tariff rates; and/or
- 4) The Customer intends to utilize a source other than the Company for electric service for new or existing load absent service under this rate by showing:
 - (a) The Customer has a competitive alternative to the Company's standard tariff rates; and
 - (b) The comparative economics, including but not limited to availability of capital, environmental impacts, and assessment of risk, of the alternative over the Company's standard tariff rates are material; and
 - (c) The alternative is demonstrated to be technologically feasible and legally permissible; and
 - (d) The Customer has taken substantial steps to fairly evaluate the alternative sufficient to establish the Customer's actual ability to utilize the alternative within a reasonable period of time.

Upon receipt of the Customer's written application, and such further information as the Company may require, the Company and the applying Customer may, at the sole discretion of either party, commence negotiation of rates, terms, and conditions of service under this tariff. If the parties reach a mutually acceptable agreement, it shall be reduced to writing and submitted to the Engineering Department of the Commission for approval pursuant to I.C. 8-1-2-24; 25. Such submission shall include, but not be limited to:

- A) Full disclosure of all rates, terms and conditions of service and any and all agreements related thereto;
- B) Evidence received by the Company showing the Customer's satisfaction of the condition(s) set forth above as 1 through 4 (a-d); and

RATE CSC (Continued)

AVAILABILITY: (Continued):

- C) An analysis demonstrating that the compensation to be received under the contract during its term shall exceed the incremental cost to the Company from performance under the contract.

CHARACTER OF SERVICE:

Three phase, sixty cycle alternating current unless otherwise specified.

RATE:

All charges for service under this rate shall be the charges contained in the contract between the Company and the Customer.

STANDARD CONTRACT RIDERS APPLICABLE:

No. 1	Customer Load Characteristics	see Page 150
No. 3	Transmission, Distribution and Storage System Improvement Charge	see Page 153
No. 4	Additional Charges for Transformers and Other Facilities Furnished by Company to Customer	see Page 154
No. 6	Fuel Cost Adjustment	see Page 157
No. 8	Off-Peak Service	see Page 160
No. 9	Net Metering	see Page 161
No. 14	Interruptible Power	see Page 166
No. 16	Excess Distributed Generation Credit	see Page 172
No. 17	Curtailment Energy	see Page 175
No. 19	Interruptible Demand Response	see Page 179.1
No. 20	Environmental Compliance Cost Recovery Adjustment	see Page 179.2
No. 21	Green Power Initiative	see Page 179.3
No. 22	Demand-Side Management Adjustment	see Page 179.5
No. 24	Capacity Adjustment	see Page 179.7
No. 25	Off-System Sales Margin Adjustment	see Page 179.8
No. 26	Regional Transmission Organization Adjustment	see Page 179.9
No. 28	Phase-In Rate Adjustment	see Page 179.95

CONTRACT TERMS:

The duration of the contract, and the terms and conditions of service shall be those contained in the contract between the Company and the Customer.

CONFIDENTIALITY:

Upon request of the Company or the Customer, upon good cause shown by affidavit, all terms and conditions of any contract under this tariff, and any information contained in the submission set forth above at A) through C), shall be protected from disclosure as confidential, proprietary trade secrets pursuant to I.C. 8-1-2-29 and I.C. 5-14-3.