

SOUTHERN INDIANA GAS AND ELECTRIC COMPANY
D/B/A
VECTREN ENERGY DELIVERY OF INDIANA, INC.
(VECTREN SOUTH)

TARIFF FOR ELECTRIC SERVICE

I.U.R.C. No. E-11

ISSUED PURSUANT TO ORDER OF THE
INDIANA UTILITY REGULATORY COMMISSION
APPROVED BY
THE COMMISSION ON MARCH 15, 2006,
EFFECTIVE ON MARCH 15, 2006

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Effective: March 15, 2006

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RATE A
RESIDENTIAL SERVICE

AVAILABILITY

This Rate Schedule shall be available to any residential or general farm Customer served from local distribution lines.

CHARACTER OF SERVICE

Service provided hereunder shall be alternating current, sixty hertz, single phase, three-wire 120/240 or 120/208 nominal volts, or any other mutually agreed upon voltages.

RATES AND CHARGES

The monthly Rates and Charges for service hereunder shall be:

Service Charge:

\$4.35 per month.

Energy Charge:

\$0.08235 per kWh for the first 250 kWh used per month

\$0.06881 per kWh for all over 250 kWh used per month

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Service Charge.

Fuel Adjustment Clause:

The above Energy Charge shall be adjusted for cost of fuel in accordance with the Fuel Adjustment Clause as set forth in Appendix A.

Late Payment Charge:

All bills will be rendered and due monthly. To all such bills not paid within seventeen days, including the due date, there will be added late payment charges as set forth in Appendix D.

CONTRACT

Service hereunder shall be provided upon written application.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions Applicable to Electric Service.

RATE EH
HOME HEATING SERVICE

AVAILABILITY

This Rate Schedule shall be available to any residential or general farm Customer for all domestic purposes who has permanently installed and uses electric equipment for all space heating uses and takes all service through one meter.

CHARACTER OF SERVICE

Service provided hereunder shall be alternating current, sixty hertz, single phase, three-wire 120/240 or 120/208 nominal volts, or any other mutually agreed upon voltages.

RATES AND CHARGES:

The monthly Rates and Charges for service hereunder shall be:

Service Charge:

\$5.30 per month.

Energy Charge:

\$0.06328 per kWh for the first 1,000 kWh used per month

\$0.03810 per kWh for all over 1,000 kWh used per month

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Service Charge.

Fuel Adjustment Clause:

The above Energy Charge shall be adjusted for cost of fuel in accordance with the Fuel Adjustment Clause as set forth in Appendix A.

Late Payment Charge:

All bills will be rendered and due monthly. To all such bills not paid within seventeen days, including the due date, there will be added, late payment charges as set forth in Appendix D.

CONTRACT

Service hereunder shall be provided upon written application.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions Applicable to Electric Service.

RATE B
WATER HEATING SERVICE

AVAILABILITY

This Rate Schedule shall be available at present location only for separately metered electric service used for water heating subject to the conditions set forth below

CHARACTER OF SERVICE

Service provided hereunder shall be alternating current, sixty hertz, single phase, three-wire 120/240 or 120/208 nominal volts, or any other mutually agreed upon voltages.

RATES AND CHARGES:

The monthly Rate and Charges for service hereunder shall be:

Service Charge:

\$2.00 per month

Energy Charge:

\$0.05301 per kWh for all kWh used per month.

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Service Charge.

Fuel Adjustment Clause:

The above Energy Charge shall be adjusted for cost of fuel in accordance with the Fuel Adjustment Clause set forth in Appendix A.

Late Payment Charge:

All bills will be rendered and due monthly. To all such bills not paid within seventeen days, including the due date, there will be added late payment charges as set forth in Appendix D.

CONTRACT

Service hereunder shall be provided upon written application.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the following special provisions:

1. All new heaters and replacements shall be thermostatically controlled and of a type approved by Company.
2. The water heaters shall be permanently installed and in regular use by Customer and shall not be less than 40 gallons capacity.

RATE B
WATER HEATING SERVICE
(Continued)

3. Company reserves the right to control the operation of water heaters where uncontrolled operation creates distribution system difficulties. In such event the controlled period will not exceed six hours per day, the hours of control to be determined by Company.
4. Electric service will be furnished through a separate meter to which no other equipment may be connected.

RATE GS **GENERAL SERVICE**

AVAILABILITY

This Rate Schedule shall be available to any Customer for secondary light and/or power requirements supplied through one light meter and/or one power meter, or at the option of Company, through a single meter for lighting and power service.

CHARACTER OF SERVICE

Service provided hereunder shall be alternating current, sixty hertz, single or three phase, nominal voltages 120/240, 120/208, 240, 277/480, 480 volts, or any other mutually agreed upon voltages.

RATES AND CHARGES

The Monthly Rates and Charges for service hereunder shall be:

Service Charge:

\$7.00 per month

Demand Charge:

The monthly charge for the first 10 kW of Billing Demand is included in the Energy Charge below.

All Billing Demand in excess of 10 kW \$1.30 per kW.

Energy Charge:

\$0.09438 per kWh for the first 1,000 kWh used per month
\$0.06426 per kWh for the next 1,000 kWh used per month *
\$0.03438 per kWh for the next 13,000 kWh used per month *
\$0.02892 per kWh for all additional kWh used per month

*For Billing Demand in excess of 10 kilowatts (kW) add 180 kWh per kW of such excess to the \$0.06426 and 120 kWh per kW of such excess to the \$0.03438 blocks of the above rate.

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Service Charge plus the Demand Charge.

Fuel Adjustment Clause:

The above Energy Charge shall be adjusted for cost of fuel in accordance with the Fuel Adjustment Clause set forth in Appendix A.

Late Payment Charge:

All bills will be rendered and due monthly. To all such bills not paid within seventeen days, including the due date, there will be added late payment charges as set forth in Appendix D.

Effective: March 15, 2006

RATE GS
GENERAL SERVICE
(Continued)

DETERMINATION OF BILLING DEMAND

The Billing Demand for the current month shall be the average load in kilowatts during the 15-minute period of maximum use in such month, as determined by suitable instruments installed by Company, but not less than 60% of the highest Billing Demand established during the preceding billing months of July and August. When the lighting and power demands are metered separately, the maximum demand for the month shall be the arithmetical sum of the highest demands of such installation.

TRANSFORMER OWNERSHIP DISCOUNT

This discount is available only to Customers with Billing Demands exceeding 100 kW. When Customer owns, operates and maintains all transformer facilities and receives service at Company's available primary voltage, Customer's current monthly bill will be decreased ten cents (\$0.10) per kW of Billing Demand. This discount shall not reduce the Minimum Monthly Charge set forth above.

CONTRACT

Service hereunder shall be provided upon written application.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions Applicable to Electric Service.

RATE OSS
OFF-SEASON SERVICE

AVAILABILITY

This Rate Schedule shall be available to any Customer for total electric service who permanently and exclusively uses electric space heating, taking all service through one meter.

CHARACTER OF SERVICE

Service provided hereunder shall be alternating current, sixty hertz, single or three phase, nominal voltages 120/240, 120/208, 240, 277/480, 480 volts, or any other mutually agreed upon voltages.

RATES AND CHARGES

The Monthly Rates and Charges for service hereunder shall be:

Capacity Charges:

\$3.15 per kW per month for all kW of Billing Demand.

Energy Charge:

\$0.04076 per kWh for all kWh used per month.

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Capacity Charge.

Fuel Adjustment Clause:

The above Energy Charge shall be adjusted for cost of fuel in accordance with the Fuel Adjustment Clause set forth in Appendix A.

Late Payment Charge:

All bills will be rendered and due monthly. To all such bills not paid within seventeen days, including the due date, there will be added late payment charges as set forth in Appendix D.

DETERMINATION OF BILLING DEMAND

The Billing Demand for the current month shall be the average load in kilowatts during the 15-minute period of maximum use established during the previous months of July and August as determined by suitable instruments installed by Company, but not less than 10 kW.

RATE OSS
OFF-SEASON SERVICE
(Continued)

CONTRACT

Service hereunder shall be provided upon written application.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions Applicable to Electric Service.

RATE LP
LARGE POWER SERVICE

AVAILABILITY

This Rate Schedule shall be available to any Customer taking service at primary or transmission voltage and having a Billing Demand of 300 kVa or greater. Customer shall furnish and maintain all necessary transforming, controlling and protective equipment. Service will be metered at the primary or transmission voltage supplied. Transmission voltage service, where available, shall be at 69kV or higher, at the option of Company.

CHARACTER OF SERVICE

Service provided hereunder shall be alternating current, sixty hertz, three phase, nominal voltages, 4160/2400, 12470/7200, 69000, 138000 volts or any other mutually agreed upon voltages.

RATES AND CHARGES

The monthly Rates and Charges for services hereunder shall be:

Capacity Charge:

\$7.30 per kVa per month for all kVa of Billing Demand.

Transmission Voltage Discount:

\$1.75 per kVa per month for all kVa of Billing Demand.

Energy Charge:

\$0.02704 per kWh for all kWh used per month

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Capacity Charge.

Fuel Adjustment Clause:

The above Energy Charge shall be adjusted for cost of fuel in accordance with the Fuel Adjustment Clause set forth in Appendix A.

Late Payment Charge:

All bills will be rendered and due monthly. To all such bills not paid within seventeen days, including the due date, there will be added late payment charges as set forth in Appendix D.

RATE LP
LARGE POWER SERVICE

(Continued)

DETERMINATION OF BILLING DEMAND

The Billing Demand for the current month shall be the average load in kilovolt-amperes during the 15-minutes period of maximum use in such month, as determined by suitable instruments installed by Company, but not less than 60% of the highest Billing Demand during the 12 months preceding the billing date and in no event less than 300 kVa (except for those Customers who took service under Tariff "PP-2" that was cancelled in Cause No. 33954, for whom the maximum demand shall be not less than 100 kVa).

Off-peak demands which will be disregarded in determining the Billing Demand shall be those demands created at night from 8 P.M. to 7 A.M., on Saturdays, Sundays, and holidays designated by Company; provided that the Billing Demand for the month shall never be less than 50% of the maximum demand created during such month regardless of when such maximum demand occurred.

Company reserves the right, upon thirty days notice, to change the off-peak periods when peak load conditions on Company's system make such modification necessary. Company shall not be required to increase the capacity of any service facilities in order to furnish off-peak demands.

CONTRACT

Service hereunder shall be for at least one year on Company's Standard Contract Form, with right to contract for a longer period where unusual expenditures by Company may be necessary to furnish service to Customer.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions Applicable to Electric Service.

RATE HLF
TRANSMISSION POWER SERVICE

AVAILABILITY

This Rate Schedule shall be available to any Customer supplied at a single point of delivery who contracts for a capacity of not less than 4,500 kVa. This service is available only from transmission facilities, which have sufficient capacity to meet Customer's demand as well as the demands of other Customers then receiving service. Customer shall furnish and maintain all necessary transforming, controlling and protective equipment.

This Rate Schedule is not available where an alternate source of power is used, for resale to others, or as a supplement to service furnished under any other Rate Schedule.

CHARACTER OF SERVICE

Service provided hereunder shall be alternating current, sixty hertz, three phase, nominal voltages 69,000, 138,000 volts or any other mutually agreed upon voltages.

RATES AND CHARGES

The monthly Rates and Charges for service hereunder shall be:

Capacity Charge:

\$95,175 per month for the first 4,500 kVa of Billing Demand
\$21.15 per kVa per month for all over 4,500 of Billing Demand

Energy Charge:

The first 600 kWh per kVa of Billing Demand per month is included in the Capacity Charge.
\$0.02242 per kWh for all additional kWh per month.

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Capacity Charge, but not less than \$95,175 per month.

Fuel Adjustment Clause:

The above Energy Charge shall be adjusted for cost of fuel in accordance with the Fuel Adjustment Clause set forth in Appendix A.

Late Payment Charge:

All bills will be rendered and due monthly. To all such bills not paid within seventeen days, including the due date, there will be added late payment charges as set forth in Appendix D.

RATE HLF
TRANSMISSION POWER SERVICE

(Continued)

DETERMINATION OF BILLING DEMAND

The Billing Demand for the current month shall be the highest of the following:

- (1) the average load in kilovolt-amperes during the 15-minute period of maximum use in such month, as determined by suitable instruments installed by Company;
- (2) 90% of the highest Billing Demand occurring during the 12 months preceding the billing date;
- (3) 75% of the contract demand;
- (4) 75% of the highest Billing Demand occurring during the term of the contract.

Off-peak demands which will be disregarded in determining the Billing Demand shall be those demands created at night from 8 P.M. to 7 A.M., on Saturdays, Sundays, and holidays designated by Company; provided that the Billing Demand for the month shall never be less than 50% of the maximum demand created during such month regardless of when such maximum demand occurred.

Company reserves the right, upon thirty days' notice, to change the off-peak periods when peak load conditions on Company's system make such modification necessary. Company shall not be required to increase the capacity of any service facilities in order to furnish off-peak demands.

CONTRACT

For service hereunder, a written contract for an initial term of not less than five (5) years is required, and such contract shall continue for equal successive terms unless cancelled. The contract may be cancelled by either party only by giving written notice to the other party not less than three (3) years prior to the proposed date of termination.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions Applicable to Electric Service.

RATE BAMP
BACKUP, AUXILIARY AND
MAINTENANCE POWER SERVICES

AVAILABILITY

This Rate Schedule shall be available to any Commercial or Industrial Customer whose electric capacity requirements are 1,000 kW or more and who own and operate 60 Hertz electric generating equipment, other than for emergency usage, to meet all or at least 1,000 kW of the Customer's electric loads. Both firm and non-firm services are available, however the firm capacity available under this Rate Schedule will be limited to 50 MW of contracted supply.

CHARACTER OF SERVICE

Backup Power Service is capacity and energy supplied by Company during forced outages of Customer's generation equipment in an amount not to exceed the lesser of (1) Customer's internal electric load, (2) the demonstrated capacity of its electric generating equipment, or (3) an otherwise mutually agreed amount. Backup Power is available as either firm or non-firm in its character. **Non-Firm Backup Power** is curtailable by Company and service may be curtailed for economic or system reliability reasons, Company will give Customer as much notice as possible of an economic curtailment but will give Customer no less than ninety (90) minutes notice. When Company determines that load must be curtailed for system reliability reasons the Company will notify Customer as soon as possible of the curtailment but will give Customer no less than ten (10) minutes notice. Company reserves the right to curtail non-firm backup service whenever the incremental revenue to be received from Customer is less than the anticipated incremental expense to supply the energy during the curtailment period. Customer may buy-through the economic curtailment by notifying Company within thirty (30) minutes of the request for curtailment whether it intends to curtail load or wants Company to supply replacement energy for the curtailable load. The cost of the curtailable energy provided by Company will be the most expensive power used to provide for system load during the curtailable period. Customer will be advised of the range of cost of the replacement energy. Customer cannot buy-through a curtailment when the curtailment is made for system reliability reasons. **Firm Backup Power** will only be available for a maximum period of 60 days in any contract year. Backup may be a combination of firm and non-firm capacity, the firm portion of which must be specified in the contract.

Customers receiving **Non-Firm Backup Power** service under this Rate Schedule prior to the effective date of this tariff sheet will not be curtailed for economic reasons.

Auxiliary Power Service is capacity and energy supplied by Company to Customer to meet a portion of its native usage on an ongoing daily basis in parallel with Customer's use of its own electric generation equipment. The amount of Auxiliary Power Service made available from Company must be mutually agreed to by contract.

RATE BAMP
BACKUP, AUXILIARY AND
MAINTENANCE POWER SERVICES

(Continued)

Maintenance Power Service is capacity and energy provided by Company to replace capacity and energy normally generated by Customer's generating equipment during a scheduled outage of such equipment. Maintenance Power will only be available by schedule as agreed to by Company a minimum of 14 days in advance.

All Power Services supplied hereunder shall be provided only to the extent of the available capacity of Company's electric facilities of its supply lines, at such frequency, phase, regulation and voltage as it has available at the location of service. Customer must provide protective and regulation equipment satisfactory to Company to interconnect and/or operate its electric generation facilities in parallel with Company's system.

RATES AND CHARGES

The monthly Rates and Charges for service hereunder shall be:

Customer Service Charge	\$100.00 per month
Capacity Charge (s):	
Backup Power	
-firm	\$2.50 plus 120% of the capacity component in the current Rate CSP, per kVa of Rated Capacity.
-non-firm	\$2.50 per kVa of Rated Capacity, plus \$2.35 per kVa of Billing Demand.
Auxiliary Power	The Capacity Charge of the applicable retail Rate Schedule, per kVa of Billing Demand.
Maintenance Power	\$4.85 per kVa of Billing Demand
Transmission voltage discount (for delivery at 69kv or higher)	\$1.75 per kVa of Billing Demand or Rated Capacity.
Energy Charges:	
All energy used (Backup and Maintenance)	110% of the Company's hourly incremental energy costs for its peaking units, per kWh
All energy used (Auxiliary)	The Energy Charge of the applicable retail Rate Schedule, per kWh of use.

Effective: March 15, 2006

RATE BAMP
BACKUP, AUXILIARY AND
MAINTENANCE POWER SERVICES

(Continued)

Late Payment Charge

All bills will be rendered and due monthly. To all such bills not paid within seventeen days, including the due date, there will be added late payment charges as set forth in Appendix D.

DETERMINATION OF RATED CAPACITY, BILLING DEMAND AND ENERGY

Customer's Rated Capacity for Backup Power Service shall be equal to the nameplate rating of its owned and operated electric generating capacity at the service location, assuming a unity power factor, unless otherwise specified in the contract.

Customer's Billing Demand for Auxiliary Power Service shall be the average load in kilo-volt amperes during the 15 minute period of maximum usage in the month, but not less than the contract demand. If the contract demand is exceeded in any month, such higher amount shall be the new contract demand for balance of the agreement. The Billing Demand for Auxiliary Power Service shall not include any demand for capacity contracted as Firm Backup Power Service.

Customer's Billing Demand for Non-Firm Backup Power Service and Maintenance Power Service shall be the average load kilo-volt amperes during the 15-minute period of maximum usage in the month. The Billing Demand for Non-Firm Backup Power Service shall be the net resulting from the subtraction of any Auxiliary Power contracted for from the total metered demand. The usage billed for Auxiliary Power energy (kWh) shall be the metered supply by Company but not in excess of (a) 100% load factor for the contract demand and (b) the proportionate share of Customer's usage for its total electric load based on the ratio of the contracted Auxiliary Power capacity to Customer's total load. Any other energy (kWh) supplied shall be either Backup or Maintenance Service, as applicable.

RATE BAMP
BACKUP, AUXILLARY AND
MAINTENANCE POWER SERVICES

(Continued)

CONTRACT

A written agreement for services hereunder is required between Company and Customer for a term of at least one year on Company's Standard Contract Form, or for a longer period where unusual expenditures by Company may be necessary to furnish service to Customer. This agreement shall specify the Rated Capacity of Customer's generating equipment and Auxiliary Contract Demand requested, as appropriate.

TERMS AND CONDITIONS OF SERVICE

Services under this Rate Schedule are governed by Company's General Terms and Conditions Applicable to Electric Service.

Auxiliary or standby services not available under this Rate Schedule shall be contracted in accordance with Company's General Terms and Conditions Applicable to Electric Service, Rule 15, Auxiliary or Standby Services.

Effective: March 15, 2006

RATE SL-1
STREET LIGHTING SERVICE

AVAILABILITY

This Rate Schedule shall be available for standard street and highway lighting service to any incorporated City or Town, located in the service area of Company, in which Company owns and operates the electric distribution system. Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

CHARACTER OF SERVICE

Company will furnish, install, own and operate all equipment comprising the street lighting system, including poles, fixtures, street lighting circuits, transformers, luminaires and all appurtenances necessary to supply service hereunder. All equipment shall be of standard design and construction as approved by Company. Company will supply electric energy, replace lamps, repair and maintain all equipment. Company reserves the right to furnish such service from either series or multiple circuits, or both.

RATES AND CHARGES

(Payable in equal monthly installments)

(A) Series and/or Multiple Incandescent Lamp Street Lighting Rates limited to Lamps in use and/or on Order as of August 1, 1968.

	<u>Rate Per Lamp Per Year</u>	
	<u>Radial Wave Reflectors</u>	<u>Enclosing Globe</u>
<u>Overhead Construction – Wood Poles</u>		
1000 Lumen	\$ 23.99	-
2500 Lumen	\$ 32.00	\$ 35.60
6000 Lumen	\$ 52.36	\$ 55.99
<u>Overhead Construction – Metal Poles</u>		
6000 Lumen	-	\$ 77.84
10,000 Lumen	-	\$ 94.52
<u>Park Construction – Park Standards</u>		
2500 Lumen	-	\$ 39.32
<u>Underground Construction – Metal Poles</u>		
6000 Lumen	-	\$ 99.62

RATE SL-1
STREET LIGHTING SERVICE

(Continued)

(B) Series and/or Multiple Mercury Vapor Lamp Street Lighting Rates Limited to Lamps in Use and/or on order as of December 31, 1980.

<u>Overhead Construction</u>	<u>Rate Per Unit Per Year</u>	
	<u>Wood Poles</u>	<u>Metal Poles</u>
175 Watt (Approximately 8,000 Lumens)	\$ 71.95	\$ 111.27
Twin arm 175 Watt (Approximately 16,000 Lumens), maximum arm length 15' ... 180° mounting	-	\$ 200.73
250 Watt (Approximately 11,000 Lumens)	\$ 98.90	\$133.84
400 Watt (Approximately 20,000 Lumens)	\$122.17	\$ 142.56
Twin arm 400 Watt (Approximately 40,000 Lumens), maximum arm length 15' ... 180° mounting	-	\$ 252.37
1000 Watt (Approximately 54,000 Lumens)	\$183.23	\$ 226.93
Twin arm 1000 Watt (Approximately 108,000 Lumens)	-	\$ 392.72

<u>Underground Construction Where Breaking and Replacing Pavement and/or Sidewalk is Not Required</u>	<u>Rate Per Unit Per Year</u>	
	<u>Metal Poles</u>	
175 Watt (Approximately 8,000 Lumens)	\$ 120.01	
Twin arm 175 Watt (Approximately 16,000 Lumens), maximum arm length 15' ... 180° mounting	\$ 215.27	
400 Watt (Approximately 20,000 Lumens) (where direct burial cable and imbedded type pole is used)	\$ 208.00	
Twin arm 400 Watt (Approximately 40,000 Lumens), maximum arm length 15' ... 180° mounting (where direct burial cable and imbedded type poles is used)	\$ 319.23	
400 Watt (Approximately 20,000 Lumens), (where conduit and anchor base pole is used)	\$ 251.61	
100 Watt (Approximately 54,000 Lumens)	\$ 314.17	
Twin arm 1000 Watt (Approximately 108,000 Lumens)	\$ 453.83	

(C) Series and/or Multiple High Pressure Sodium Street Lighting Rates.

<u>Overhead Construction</u>	<u>Rate Per Unit Per Year</u>	
	<u>Wood Poles</u>	<u>Metal Poles</u>
100 Watt (Approximately 8,000 Lumens)	\$71.95	\$111.27
Twin arm 100 Watt (Approximately 16,000 Lumens) maximum arm length 15' ... 180° mounting	-	\$200.73
200 Watt (Approximately 20,000 Lumens)	\$122.17	\$142.56
Twin arm 200 Watt (Approximately 40,000 Lumens), maximum arm length 15' ... 180° mounting	-	\$252.37
400 Watt (Approximately 45,000 Lumens)	\$183.23	\$226.93
Twin arm 400 Watt (Approximately 90,000 Lumens)	-	\$392.72

RATE SL-1
STREET LIGHTING SERVICE

(Continued)

<u>Underground Construction Where Breaking and Replacing Pavement and/or sidewalk is Not Required</u>	<u>Rate Per Unit Per Year</u>
100 Watt (Approximately 8,000 Lumens)	<u>Metal Poles</u> \$ 120.01
Twin arm 100 Watt (Approximately 16,000 Lumens), Maximum arm length 15' ... 180° mounting	\$ 215.27
200 Watt (Approximately 20,000 Lumens) (where direct burial cable and imbedded type pole is used)	\$ 208.00
Twin arm 200 Watt (Approximately 40,000 Lumens), Maximum arm length 15' ... 180° mounting (where direct burial cable and imbedded type poles is used)	\$ 319.23
200 Watt (Approximately 20,000 Lumens), (where conduit and anchor base pole is used)	\$ 251.61
400 Watt (Approximately 20,000 Lumens),	\$ 314.17
Twin arm 400 Watt (Approximately 90,000 Lumens)	\$ 453.83

In lieu of the annual rates herein set forth for underground service, Customer may elect to pay to Company prior to the installation of such underground service, the difference between the amount of investment required for the underground system and the amount required for a comparable overhead system. In the event Customer makes such election and payment, the rates herein provided for comparable overhead service shall apply.

PAYMENT

Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

HOURS OF BURNING

Service shall extend from approximately one-half hour after sunset until one-half hour before sunrise, each and every night of the year, a total of approximately 4,000 hours each year.

CONTRACT

Service under this Rate Schedule requires a written contract for a term of not less than ten (10) years.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions Applicable to Electric Service.

RATE SL-2
ORNAMENTAL STREET LIGHTING SERVICE
(Post Top Lantern Type Luminaire)

AVAILABILITY

This Rate Schedule shall be available for ornamental street lighting service by Company to any incorporated City or Town located in the service area of Company, in which Company owns and operates the electric distribution system, but restricted to use in groups for street lighting, in approved areas. This Rate Schedule is available only for post-top luminaires equipped with 175 watt mercury vapor lamps, or 100 watt high pressure sodium lamps mounted on wood posts suitable for a mounting height of approximately 15 feet and supplied from underground conductor. Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

CHARACTER OF SERVICE

Company will furnish, install, own and operate all equipment comprising the street lighting system, including posts, fixtures, street lighting circuits, transformers, luminaires and all appurtenances necessary to supply service hereunder. This service is limited to luminaire and post as approved by Company. Company will supply electric energy, replace lamps, repair and maintain all equipment.

RATES AND CHARGES

(Payable in equal monthly installments)

<u>Underground Construction</u>	<u>Rate per Luminaire per year</u>
175 Watt (Approximately 8,000 Lumens) Mercury Vapor Lamps – Wood Post (Restricted to Lamps in use as of October 6, 1983)	\$72.74
100 Watt (Approximately 8,000 Lumens) High Pressure Sodium Lamp – Wood Post	\$72.74

This Rate Schedule is restricted to the installation at Company expense of not more than an average of 50 feet of underground feeder per luminaire. Under this Rate Schedule, Company will not be required at its expense to break and replace or to bore under pavement and/or sidewalk. Customer will pay to Company in advance of installation the estimated installed cost of all underground feeder in excess of an average of 50 feet per luminaire and the estimated cost of breaking, replacing, and for boring under pavement and/or sidewalk. The average length of underground feeder per luminaire shall be determined by dividing the total length of underground feeder installed by the number of luminaires installed pursuant to any one order.

Effective: March 15, 2006

RATE SL-2
ORNAMENTAL STREET LIGHTING SERVICE
(Post Top Lantern Type Luminaire)
(Continued)

PAYMENT

Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

HOURS OF BURNING

Service shall extend from approximately one-half hour after sunset until one-half hour before sunrise, each and every night of the year, a total of approximately 4,000 hours each year.

CONTRACT

Service under this Rate Schedule requires a written contract for a term of not less than ten (10) years.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions Applicable to Electric Service.

RATE SL-3
ORNAMENTAL STREET LIGHTING SERVICE
(Contemporary Spherical)

AVAILABILITY

This Rate Schedule is available for ornamental street lighting service by Company to any incorporated City or Town, located in the service area of Company, in which the Company owns and operates the electric distribution system but is restricted to use in groups for street lighting, in approved areas. This Rate Schedule is available only for post-top luminaires equipped with high pressure sodium lamps, on metal posts suitable for underground conductor. Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

CHARACTER OF SERVICE

Company will furnish, install, own and operate all equipment comprising the street lighting system, including posts, fixtures, street lighting circuits, transformers, luminaires and all appurtenances necessary to supply service hereunder. This service is limited to luminaire and post as approved by Company. Company will supply electric energy, replace lamps, repair and maintain all equipment.

RATES AND CHARGES

(Payable in equal monthly installments)

	<u>Rate Per Fixture</u> <u>Per Year</u>
<u>Underground Construction – Steel Post</u> 200 Watt high pressure sodium lamp enclosed in approximately 28" diameter sphere mounted on 10' steel pole	\$189.12
800 Watt high pressure sodium lamp unit utilizing 4-200 watt high pressure sodium bulbs each enclosed in a sphere of approximately 28" diameter and mounted from a 20' or 25' steel pole	\$724.37

This Rate Schedule is restricted to installation at Company expense of not more than an average of 45' of underground feeder per unit. Under this Rate Schedule, Company will not be required at its expense to break and replace concrete or to bore under pavement and/or sidewalk. Customer will pay to Company in advance of installation the estimated cost of all underground feeder in excess of an average of 45' per unit and the estimated cost of breaking, replacing, and boring under pavement and/or sidewalk. The average length of the underground feeder per unit shall be determined by dividing the total length of underground feeder necessary for installation by the number of units installed pursuant to any one request order.

Effective: March 15, 2006

RATE SL-3
ORNAMENTAL STREET LIGHTING SERVICE
(Contemporary Spherical)
(Continued)

PAYMENT

Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

HOURS OF BURNING

Service shall extend from approximately one-half hour after sunset until one-half hour before sunrise, each and every night of the year, a total of approximately 4,000 hours each year.

CONTRACT

Service under this Rate Schedule requires a written contract for a term of not less than ten (10) years.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions Applicable to Electric Service.

Effective: March 15, 2006

RATE SL-4
ORNAMENTAL STREET LIGHTING SERVICE
(Post Top Area Lighting Luminaire)

AVAILABILITY

This Rate Schedule is available for ornamental street lighting service by Company to any incorporated City or Town located in the service area of Company, in which Company owns and operates the electric distribution system, but restricted to use in groups for street lighting, in approved areas. This Rate Schedule is available only for post-top luminaires equipped with 175 watt mercury vapor lamps, or 100 watt high pressure sodium lamps, mounted on metal posts suitable for a mounting height of approximately 15 feet and supplied from underground conductor. Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

CHARACTER OF SERVICE

Company will furnish, install, own and operate all equipment comprising the street lighting system, including posts, fixtures, street lighting circuits, transformers, luminaires and all appurtenances necessary to supply service hereunder. This service limited to luminaire and post as approved by Company. Company will supply electric energy, replace lamps, repair and maintain all equipment.

RATES AND CHARGES

(Payable in equal monthly installments)

<u>Underground Construction</u>	<u>Rate Per Luminaire Per Year</u>
175 Watt (Approximately 8,000 Lumens) Mercury Vapor Lamp – Metal Post (Restricted to Lamps in Use as of October 6, 1983)	\$84.35
100 Watt (Approximately 8,000 Lumens) High Pressure Sodium Lamp – Metal Post (Restricted to Lamps in use or on order as of September 1, 1985)	\$84.35

This Rate Schedule is restricted to the installation at Company expense of not more than an average of 50 feet of underground feeder per luminaire. Under this Rate Schedule, Company will not be required at its expense to break and replace or to bore under pavement and/or sidewalk. Customer will pay to Company in advance of installation the estimated installed cost of all underground feeder in excess of an average of 50 feet per luminaire and the estimated cost of breaking, replacing, and for boring under pavement and/or sidewalk. The average length of underground feeder per luminaire shall be determined by dividing the total length of underground feeder installed by the number of luminaires installed pursuant to any one order.

Effective: March 15, 2006

RATE SL-4
ORNAMENTAL STREET LIGHTING SERVICE
(Post Top Area Lighting Luminaire)
(Continued)

PAYMENT

Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

HOURS OF BURNING

Service shall extend from approximately one-half hour after sunset until one-half hour before sunrise, each and every night of the year, a total of approximately 4,000 hours each year.

CONTRACT

Service under this Rate Schedule requires a written contract for a term of not less than ten (10) years.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions Applicable to Electric Service.

RATE SL-5
EXPRESSWAY LIGHTING SERVICE

AVAILABILITY

This Rate Schedule shall be available for expressway lighting service by Company to any incorporated City or Town located in the service area of Company, in which Company owns and operates the electric distribution system.

This Rate Schedule is available only for luminaries equipped with mercury vapor and/or high pressure sodium lamps, on metal poles of extra height suitable for underground conductor. Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

CHARACTER OF SERVICE

Company will furnish, install, own and operate all equipment comprising the street lighting system including poles, fixtures, street lighting circuits, transformers, luminaires and all appurtenances necessary to supply service hereunder. This service limited to luminaire and poles as approved by Company. Company will supply electric energy, replace lamps, repair and maintain all equipment.

RATES AND CHARGES

(Payable in equal monthly installments)

(A) Mercury Vapor Street Lighting Rates Limited to Lamps In Use and/or On Order as of December 31, 1981.

<u>Underground Construction – Metal Pole</u>	<u>Rate Per Fixture Per Year</u>
1,000 watt mercury vapor lamp and fixture with an approximate 40 foot mounting height (Frangible Construction)	\$429.07
Twin 1,000 watt mercury vapor lamps and fixtures with an Approximate 40 foot mounting height (Frangible Construction)	\$603.62
1,000 watt mercury vapor lamp and fixture with an approximate 40 foot mounting height (Non-Frangible Construction)	\$411.61
Twin 1,000 watt mercury vapor lamps and fixtures with an Approximate 40 foot mounting height (Non-Frangible Construction)	\$584.73

(B) High Pressure Sodium Street Lighting Rates

<u>Underground Construction – Metal Poles</u>	
400 watt high pressure sodium lamp and fixture with an approximate 40 foot mounting height (Frangible Construction)	\$429.07

RATE SL-5
EXPRESSWAY LIGHTING SERVICE

(Continued)

Twin 400 watt high pressure sodium lamps and fixtures with an approximate 40 foot mounting height (Frangible Construction)	\$603.62
400 watt high pressure sodium lamp and fixture with an approximate 40 foot mounting height (Non-Frangible Construction)	\$411.61
Twin 400 watt high pressure sodium lamps and fixtures with an approximate 40 foot mounting height (Non-Frangible Construction)	\$584.73

This Rate Schedule is restricted to installation at Company expense of not more than an average of 175 feet of underground feeder per unit. Under this Rate Schedule, Company will not be required at its expense to break and replace concrete or to bore under pavement and/or sidewalk. Customer will pay to Company in advance of installation the estimated cost of all underground feeder in excess of an average of 175 feet per unit and the estimated cost of breaking, replacing, and boring under pavement and/or sidewalk. The average length of the underground feeder per unit shall be determined by dividing the total length of underground feeder necessary for installation by the number of units installed pursuant to any one request order.

PAYMENT

Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

HOURS OF BURNING

Service shall extend from approximately one-half hour after sunset until one-half hour before sunrise, each and every night of the year, the total of approximately 4,000 hours each year.

CONTRACT

Service under this Rate Schedule requires a written contract for a term of not less than ten (10) years.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions Applicable to Electric Service.

Effective: March 15, 2006

RATE SL-6
STREET LIGHTING SERVICE

AVAILABILITY

This Rate Schedule is available for standard street lighting service to the City of Evansville. This Rate Schedule is restricted to the 13 lights located at US Highway 41 and Old Petersburg Road (Old SR 57) that were purchased by Company from the City of Evansville. Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

CHARACTER OF SERVICE

Company will convert the existing circuit to high pressure sodium lighting and will own, and operate all equipment comprising the street lighting installation including poles, fixtures, conductors, transformers and all other appurtenances necessary to supply service hereunder. Company will supply electric energy, replace lamps, repair and maintain all equipment.

RATES AND CHARGES

(Payable in equal monthly installments)

<u>Overhead Construction – Metal Poles</u>	<u>Rate Per Unit</u> <u>Per Year</u>
200 watt high pressure sodium (20,000 Lumens)	\$82.72

PAYMENT

Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

HOURS OF BURNING

Service shall extend from approximately one-half hour after sunset until one-half hour before sunrise, each and every night of the year, a total of approximately 4,000 hours each year.

CONTRACT

Service under this Rate Schedule requires a written contract for a term of not less than ten (10) years.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions Applicable to Electric Service.

RATE SL-7
ORNAMENTAL STREET LIGHTING SERVICE
(Turn of the Century)

AVAILABILITY

This Rate Schedule shall be available for ornamental street lighting service by Company to any incorporated City or Town, located in the service area of Company, in which Company owns and operates the electric distribution system but restricted to use in groups for street lighting, in specified areas that are approved by Company. This Rate Schedule is available only for post-top luminaires equipped with mercury vapor lamps, or high pressure sodium lamps, on metal posts suitable for underground conductor in which the City or Town has made a contribution in aid of construction in the amount of the material cost of the posts and fixtures. Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

CHARACTER OF SERVICE

Company will furnish, install, own and operate all equipment comprising the street lighting system, including posts, luminaires, wiring, and all other appurtenances to supply service hereunder, except the City or Town will furnish and install the anchor bases, grounding systems, conduits and handholds as specified by Company. This service is limited to luminaire and post as approved by Company. Company will supply electric energy, replace lamps, and repair and maintain all equipment unless otherwise agreed to by the parties.

RATES AND CHARGES

(Payable in equal monthly installments)

<u>Underground Construction – Metal Post</u>	<u>Rate Per Fixture Per Year</u>
250 Watt mercury vapor lamp post top fixture on 12.5' steel post with cast iron ornamental top and base (limited to installations in place as of March 1, 2001)	\$169.10
400 Watt mercury vapor lamp post top fixture on 12.5' steel post with cast iron ornamental top and base (limited to installations in place as of March 1, 2001)	\$181.52
100 Watt high pressure sodium lamp post top fixture on 12.5' steel post with cast iron ornamental top and base	\$157.38

Effective: March 15, 2006

RATE SL-7
ORNAMENTAL STREET LIGHTING SERVICE
(Turn of the Century)
(Continued)

This Rate Schedule is restricted to installation at Company expense of not more than an average of 45' of underground feeder per unit. Under this Rate Schedule, Company will not be required at its expense to break and replace concrete or to bore under pavement and/or sidewalk. Customer will pay to Company in advance of installation the estimated cost of all underground feeder in excess of an average of 45' per unit and the estimated cost of breaking, replacing, and boring under pavement and/or sidewalk. The average length of the underground feeder per unit shall be determined by dividing the total length of underground feeder necessary for installation by the number of units installed pursuant to any one request order.

PAYMENT

Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

HOURS OF BURNING

Service shall extend from approximately one-half hour after sunset until one-half hour before sunrise, each and every night of the year, a total of approximately 4,000 hours each year.

CONTRACT

Service under this Rate Schedule requires written contract for a term of not less than ten (10) years.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions Applicable to Electric Service.

Effective: March 15, 2006

RATE SL-8
ORNAMENTAL STREET LIGHTING SERVICE
(Post Top Lighting Service)

AVAILABILITY

This Rate Schedule shall be available for ornamental street lighting service by Company to any incorporated City or Town, individuals, groups of individuals or associations located in the service area of Company, in which Company owns and operates the electric distribution system but restricted to use in groups for street lighting, in specified areas that are approved by Company. This Rate Schedule is available only for post-top luminaires equipped with high pressure sodium lamps, on fiberglass posts suitable for underground conductor in which Customer has made a contribution in aid of construction in an amount that will limit the installed cost to Company to the amount included in the rate (\$400). Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

Customers other than incorporated Cities and Towns may be required to provide evidence of creditworthiness suitable to Company.

CHARACTER OF SERVICE

Company will furnish, install, own and operate all equipment comprising the street lighting system, including posts, luminaires, wiring, and all other appurtenances to supply service hereunder. This service is limited to luminaire and post as approved by Company. Company will supply electric energy, replace lamps, and repair and maintain all equipment unless otherwise agreed to by the parties.

RATES AND CHARGES

(Payable in equal monthly installments)

Underground Construction with Fiberglass Poles
100 watt high pressure sodium (8,000 lumen)

Rate Per Unit
Per Year
\$85.65

PAYMENT

Bills are payable monthly on or before the fifteenth day of the month following the calendar month during which service was supplied.

HOURS OF BURNING

Service shall extend from approximately one-half hour after sunset until one-half hour before sunrise, each and every night of the year, a total of approximately 4,000 hours each year.

CONTRACT

Service under this Rate Schedule requires a written contract is required for a term of not less than ten (10) years.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by the Company's General Terms and Conditions Applicable to Electric Service.

Effective: March 15, 2006

RATE OF
OUTDOOR LIGHTING SERVICE (DUSK TO DAWN)

AVAILABILITY

This Rate Schedule shall be available for outdoor lighting to any residential, farm, commercial or industrial Customer and Community Organizations or Real Estate Developers located adjacent to an electric distribution line of Company that is adequate and suitable for supplying the service required.

CHARACTER OF SERVICE

Service hereunder shall be dusk-to-dawn lighting service using a mercury lamp or a high pressure sodium lamp with photo-electric control. Lights installed in incorporated Cities and Towns must be located on or extend over the property of Customer.

RATES AND CHARGES

The Rates and Charges for services hereunder shall be:

For each lamp with luminaire and bracket (not over four (4) feet in length) including one span of secondary conductors and/or service drop, mounted on a suitable existing pole, and served from Company's secondary distribution system.

MERCURY VAPOR

(Limited to lamps in use or on order as of December 31, 1981)

175 watt (approximately 7,000 lumen) lamp	–	\$5.79 per lamp per month
400 watt (approximately 20,000 lumen) lamp	–	\$8.40 per lamp per month
400 watt (approximately 20,000 lumen) lamp	–	Directional Luminaire – \$9.70 per lamp per month
1,000 watt (approximately 50,000 lumen) lamp	–	Directional Luminaire – \$16.76 per lamp per month

HIGH PRESSURE SODIUM

100 watt (approximately 8,000 lumen) lamp	–	\$5.79 per lamp per month
100 watt (approximately 8,000 lumen) lamp	–	Directional Luminaire – \$6.15 per lamp per month
200 watt (approximately 20,000 lumen) lamp	–	\$8.40 per lamp per month
200 watt (approximately 20,000 lumen) lamp	–	Directional Luminaire – \$9.70 per lamp per month
400 watt (approximately 45,000 lumen) lamp	–	Directional Luminaire – \$16.76 per lamp per month

When other new facilities are installed by Company, Customer will in addition to the above monthly charge, pay in advance of installation, the cost for the new overhead facilities extending from the nearest or most suitable pole of Company to the point designated by Customer for the installation of said lamp. Company, at its option may permit Customer to pay for such additional facilities in equal monthly installments extending over a period not to exceed twelve (12) months.

RATE OL
OUTDOOR LIGHTING SERVICE (DUSK TO DAWN)

(Continued)

Late Payment Charge

All bills will be rendered and due monthly. To all such bills not paid within seventeen days, beginning with and including the due date, there will be added late payment charges as set forth in Appendix D.

CONTRACT

A Customer requesting service under this Rate Schedule, shall make and enter into a contract with Company in accordance with the following provisions:

- 1) The term of contract for residential or farm Customers will be for not less than one (1) year.
- 2) The term of contract for commercial and industrial Customers will be for not less than three (3) years.
- 3) The term of contract for all other Customers including all classes of Customers renting additional facilities on a monthly basis will be for not less than five (5) years.

Contracts for service hereunder may also contain other appropriate terms and conditions including annual payment in advance in cases where Company may deem it necessary to insure payment of bills throughout the term of the contract.

HOURS OF BURNING

All lamps shall burn approximately one-half hour after sunset until approximately one-half hour before sunrise each day in the year, approximately 4,000 hours per annum.

OWNERSHIP OF FACILITIES

All facilities installed by Company for service hereunder including fixtures, controls, poles, transformers, secondary line, lamps and other appurtenances shall be owned and maintained by Company. All service and necessary maintenance will be performed only during regular scheduled working hours of Company. Non-operative lamps will normally be restored to service within forty-eight (48) hours after notification by Customer.

When Customer requests that a lamp be mounted on Customer's pole or structure, Customer waives any claim for damages caused by the installation of secondary and lamp support attached to Customer's pole or structure.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions Applicable to Electric Service.

RIDER IP
INTERRUPTIBLE POWER SERVICE

AVAILABILITY

This Rider shall be available only to Rate LP and HLF Customers with an interruptible demand of at least 3,000 kW who were taking service under this tariff during September 1997.

CHARACTER OF SERVICE

- (1) Company reserves the right to interrupt service to Customer at any time to maintain system integrity at the sole discretion of the Company.
- (2) The number of interruptions shall not exceed one (1) per day and the hours of interruption shall not exceed eight (8) hours per day or 250 hours per year. These limits shall not apply during any period of extended emergency experienced by Company.
- (3) Company will endeavor to provide to Customer as much advance notice as possible of interruptions of service. However, Customer shall interrupt service within 10 minutes if so requested.
- (4) Customer shall provide auxiliary switching in their plant for the purpose of separating the interruptible load from the firm power load specified in the contract.
- (5) Customer shall specify in the initial contract a firm power level of demand, which Customer agrees not to exceed during each interruption period. The firm power level of demand may be changed at the end of a five year contract term by Customer giving Company at least three (3) years written notice of the proposed change, except (1) this restriction does not apply to increases in load resulting from application of Company's Efficiency Incentive Riders HLF-1 and LP-1, and (2) this restriction may be waived at the sole discretion of Company after analysis of its capacity requirements.

Before accepting the specified firm power level, Company shall have the right to verify Customer's ability to operate at the level for up to eight (8) hours per day.

RIDER IP
INTERRUPTIBLE POWER

(Continued)

- (6) If Customer fails to interrupt load as requested by Company, Customer will not receive any credit for interruptible load for that month and will pay a penalty which is the greater of an amount equal to ten (10) times the capacity credit for each kW of demand above the firm power level or the cost incurred by Company due to Customer's failure to interrupt load as requested.

In addition, Company reserves the right to interrupt Customer's entire load including the specified firm power load, and to discontinue service under this tariff.

- (7) No responsibility of any kind shall attach to Company, or on account of, any loss or damage caused by or resulting from any interruptions of service.

CREDIT FOR INTERRUPTIBLE LOAD

Customer will receive a credit to its monthly bill equal to a capacity credit for each kW of monthly interruptible demand.

The capacity credit will be an amount equal to the avoided capacity cost of a combustion turbine as calculated using the method required by the Indiana Utility Regulatory Commission's "Rules and Regulations With Respect to Cogeneration and Alternate Energy Production Facilities."

The monthly interruptible demand will be the Billing Demand as determined by the applicable Rate Schedule less the specified firm power level of demand.

TERMS AND CONDITIONS OF SERVICE

Service under this Rider will be governed by the same terms and conditions as required under Customer's applicable Rate Schedule, Rate LP or Rate HLF.

CONTRACT

A written contract for an initial term of not less than five (5) years is required and such contract shall continue for equal successive terms unless canceled. Except as provided herein, this contract may be canceled by either party by giving written notice to the other party not less than three (3) years prior to the proposed date of termination.

RIDER IP – 2
INTERRUPTIBLE POWER SERVICE

AVAILABILITY

This Rider shall be available only to Rate LP, HLF, GS and OSS Customers with an interruptible demand of at least 200 kW who were taking service under this tariff during September 1997.

CHARACTER OF SERVICE

- (1) Company reserves the right to interrupt service to Customer at any time to maintain system integrity at the sole discretion of Company.
- (2) The number of interruptions shall not exceed one (1) per day and the hours of interruption shall not exceed eight (8) hours per day or 120 hours per year. These limits shall not apply during any period of extended emergency experienced by Company.
- (3) Company will endeavor to provide to Customer as much advance notice as possible of interruptions of service. However, Customer shall interrupt service within one hour if so requested.
- (4) Customer shall provide auxiliary switching in their plant for the purpose of separating the interruptible load from the firm power load specified in the contract.
- (5) Customer shall provide communication equipment as specified by Company.
- (6) Customer shall specify in the initial contract a firm power level of demand which the Customer agrees not to exceed during each interruption period. The firm power level of demand may be changed at the end of a five year contract term by Customer giving Company at least three (3) years written notice of the proposed change, except (1) this restriction does not apply to increases in load resulting from application of Company's Efficiency Incentive Riders HLF-1 and LP-1, and (2) this restriction may be waived at the sole discretion of Company after analysis of its capacity requirements.

If Customer provides interruptible load under both Riders IP and IP-2, the firm power level specified for Rider IP-2 will be the firm power level specified for Rider IP minus the additional interruptible load Customer will provide under Rider IP-2.

RIDER IP – 2
INTERRUPTIBLE POWER SERVICE

(Continued)

Before accepting the specified firm power level, Company shall have the right to verify Customer's ability to interrupt load within one hour and to operate at that level for up to eight (8) hours per day.

- (7) If Customer fails to interrupt load as requested by Company, Customer will not receive any credit for interruptible load for that month and will pay a penalty which is the greater of an amount equal to ten (10) times the capacity credit for each kW of demand above the firm power level or the cost incurred by Company due to Customer's failure to interrupt load as requested.

In addition, Company reserves the right to interrupt Customer's entire load including the specified firm power load, and to discontinue service under this tariff.

- (8) No responsibility of any kind shall attach to Company, or on account of, any loss or damage caused by or resulting from any interruptions of service.

CREDIT FOR INTERRUPTIBLE LOAD

Customer will receive a credit to their monthly bill equal to a capacity credit for each kW of monthly interruptible demand.

The capacity credit will be an amount equal to 50% of the avoided capacity cost of a combustion turbine as calculated using the method required by the Indiana Utility Regulatory Commission's "Rules and Regulations With Respect to Cogeneration and Alternate Energy Production Facilities."

The monthly interruptible demand will be the billing demand as determined by the applicable rate less the specified firm power level of demand.

If Customer provides interruptible load under both Rider IP-2 and Rider IP, the monthly interruptible demand used to calculate the credit under Rider IP-2 will be the Billing Demand less the monthly interruptible demand used to calculate the credit under Rider IP less the firm power level specified for Rider IP-2.

TERMS AND CONDITIONS OF SERVICE

Service under this Rider will be governed by the same terms and conditions as required under Customer's applicable Rate Schedule, Rate LP, Rate HLF, Rate GS or Rate OSS.

Effective: March 15, 2006

RIDER IP – 2
INTERRUPTIBLE POWER SERVICE
(Continued)

CONTRACT

A written contract for an initial term of not less than five (5) years is required and such contract shall continue for equal successive terms unless cancelled. Except as provided herein, this contract may be cancelled by either party by giving written notice to the other party not less than three (3) years prior to the proposed date of termination.

RIDER NM
NET METERING RIDER

AVAILABILITY

This Rider is available to residential customers, K-12 schools and municipal corporations who have installed photovoltaic, wind, or hydroelectric generator systems on their premises and who are provided single-phase service. Customers must meet the Generator System Requirements and Interconnection Requirements specified below. Total participation on this service will be limited to one-tenth of one percent of Company's most recent aggregate summer peak load. Service under this Rider shall be available on a first come, first served 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 Customer and delivered to Company during the billing period, in accordance with normal metering practices. If the kWh delivered by Company to Customer exceeds the kWh delivered by Customer to Company during the billing period, Customer shall be billed for the kWh difference. If the kWh generated by the Customer and delivered to Company exceeds the kWh supplied by Company to Customer during the billing period, Customer shall be billed for zero kWh in the current billing cycle and shall be credited in subsequent billing cycles for the kWh difference. Customer shall remain responsible for all applicable bill charges, including Service Charges, Demand Charges and Capacity Charges. When Customer discontinues Net Metering Rider service, any unused credit will revert to Company.

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

METERING

If Customer's standard meter is capable of measuring electricity in both directions, it will be used for purposes of this Rider. If Customer's standard meter is not capable of measuring electricity in both directions, Company will at its expense install metering capable of net metering. For K-12 schools that are provided three-phase service pursuant to Rate GS or Rate OSS, Company will install, at Customer's expense, metering capable of net metering. Company's General Terms and Conditions Applicable to Electric Service will govern meter testing procedures.

In addition, Company reserves the right to install, at its own expense, a meter to measure the output of Customer's generator.

RIDER NM
NET METERING RIDER

(Continued)

GENERATOR SYSTEM REQUIREMENTS

Customer's generator system must meet the following requirements:

1. The nameplate rating of Customer's generator system must not exceed 10 kW;
2. The generator system must be owned and operated by Customer and must be located on Customer's premises;
3. Customer's generator system must be intended primarily to offset part or all of Customer's requirements for electricity;
4. The generator system must operate in parallel with the Company's distribution facilities;
and
5. The generator system must satisfy the Interconnection Requirements specified below.

INTERCONNECTION REQUIREMENTS

1. Customer shall comply with Company's interconnection requirements. A generator system shall be deemed in compliance with Company's interconnection requirements if such generator system conforms to the requirements of IEEE Standard 929-2000, has UL certification that it has satisfied the testing requirements of UL 1741 dated May 7, 1999, as revised January 17, 2001 or any IEEE or UL Standards that supersede these.
2. Customer shall provide proof of 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 a net metering facility. This coverage must be maintained as long as Customer is interconnected with Company's distribution system.
3. Conformance with these requirements does not convey any liability to Company for injuries or damages arising from the installation or operation of the generator system.
4. Customer shall execute Company's standard Net Metering Interconnection Application form and provide other information reasonably requested by Company for service under this Rider. Company shall require proof of qualified installation prior to acceptance and completion of the interconnection agreement. Certification by a licensed electrician shall constitute acceptable proof.

RIDER NM
NET METERING RIDER

TERMS AND CONDITIONS OF SERVICE

1. Any characteristic of Customer's generator that degrades or otherwise compromises the quality of service provided to other Company customers will not be permitted.
2. Customer shall agree that Company shall at all times have immediate access to Customer's metering, control, and protective equipment.
3. Customer shall install, operate and maintain the net metering facility in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation in parallel with the Company's system.
4. Company may, at its own discretion, isolate any net metering facility if Company has reason to believe that continued interconnection with the net metering facility creates or contributes to a system emergency. System emergencies causing discontinuance of interconnection shall be subject to verification at the Commission's discretion.
5. A disconnecting device must be located at the point of common coupling for all interconnections. For three-phase interconnections, the disconnecting device must be gang operated. The disconnecting device must be accessible to Company personnel at all times and be suitable for use by Company as a protective tagging location. The disconnecting device shall have a visible open gap when in the open position and be capable of being locked in the open position. The cost and ownership of the main disconnect switch shall reside with Customer.
6. Customer is responsible for operating the proposed net metering facility such that voltage unbalance attributable to the net metering facility shall not exceed 2.5% at the point of common coupling. Voltage unbalance is the maximum phase deviation from average as specified in ANSI C84.1.
7. Company reserves the right to witness compliance testing at the time of installation and maintenance testing of the interconnection system for compliance with these conditions of service.
8. Customer is responsible for establishing a program for and performing periodic scheduled maintenance on the net metering facility's interconnection system (relays, interrupting devices, control schemes and batteries that involve the protection of Company's distribution system). A periodic maintenance program is to be established in accordance with the requirements of IEEE 1547. Company may examine copies of the periodic test reports or inspection logs associated with the periodic maintenance program. Upon Company's request, Company shall be informed of the next scheduled maintenance and be able to witness the maintenance performed and any associated testing.

RIDER NM
NET METERING RIDER
(Continued)

9. The interconnection system hardware and software design requirements in the conditions of service are intended to assure protection of Company's distribution system. Any additional hardware and software necessary to protect equipment at the net metering facility is solely the responsibility of Customer to determine, design and apply.
10. Customer agrees that Company shall not be liable for any damage to or breakdown of Customer's equipment operated in parallel with Company's electric system.
11. 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-owned equipment and/or generators.
12. The supplying of, and billing for service under this Rider shall be governed by Company's General Terms and Conditions Applicable to Electric Service under the jurisdiction of the Indiana Utility Regulatory Commission.

RIDER LP-1 **EFFICIENCY INCENTIVE RIDER**

AVAILABILITY

This Rider is available to any Commercial or Industrial Customer served on Rate LP for new electrical loads that meet all of the following conditions:

- (1) Customer agrees to permit Company to undertake an energy audit of its electrical load and cooperate in implementation of suggested improvements directed toward conservation and peak load reduction.
- (2) Customer agrees to implement all operationally feasible energy saving improvements to its electrical load found in Company's audit to have a payback on the initial investment of three (3) years or less.
- (3) New electrical load must be an expected minimum of three hundred (300) kW located at one existing point of service.
- (4) The new electrical load will have an expected annual load factor in excess of 65%.
- (5) A written contract for an initial term of not less than three (3) years is required and such contract shall continue for equal successive terms unless cancelled. The contract may be cancelled by either party only by giving written notice to the other party not less than three (3) years prior to the proposed date of termination.

ADJUSTMENT

For the first thirty-six (36) months of the contract term, there shall be a credit to the Rate LP Billing Demand charge equal to \$4.55 per kVa per month for the new electric load.

The monthly base period kVa load shall be specified in the contract and will be the average of that actually used during the twelve months preceding the new load addition or parts thereof. Any load served in addition to the monthly base period kVa will be considered new electric load and shall qualify for the adjustment.

DETERMINATION OF BILLING DEMAND

The Billing Demand for the current month shall be the highest of the following:

- (1) The average load in kilovolt-amperes (kVa) during the 15-minute period of maximum use in such month, as determined by suitable instruments installed by Company.
- (2) 60% of the highest demand occurring during the 12 months preceding the billing date;
- (3) 60% of the contract demand
- (4) 60% of the highest demand occurring during the term of the contract

RIDER HLF-1
EFFICIENCY INCENTIVE RIDER

AVAILABILITY

This Rider is available to any Customer served on Rate HLF for new electrical loads that meet all of the following conditions:

- (1) Customer agrees to permit Company to undertake an energy audit of its electrical load and cooperate in implementation of suggested improvements directed toward conservation and peak load reduction.
- (2) Customer agrees to implement all operationally feasible energy savings improvements to its electrical load found in Company's audit to have a payback on the initial investment of three (3) years or less.
- (3) New electrical load must be an expected minimum of three (3) MW located at one existing point of service.
- (4) The new electrical load will have an expected annual load factor in excess of 80%.
- (5) A written contract for an initial term of not less than five (5) years is required and such contract shall continue for equal successive terms unless cancelled. The contract may be cancelled by either party only by giving written notice to the other party not less than three (3) years prior to the proposed date of termination.

ADJUSTMENT

For the first thirty-six (36) months of the contract term there shall be a credit to the Rate HLF Billing Demand charge equal to \$4.45 per kVa per month for the new electric load.

The monthly base period kVa load shall be specified in the contract and will be the average of that actually used during the twelve months preceding the new load addition or parts thereof. Any load served (actual demand) above the monthly base period average will be considered new electric load and shall qualify for the adjustment.

TERMS AND CONDITIONS OF SERVICE

- (1) Service under this Rider will be governed by the same terms and conditions as required under Rate HLF.
- (2) If service was not rendered to Customer or any of Customer's predecessors in interest with respect to the electric usage facilities involved, prior to the first billing month under this Rider, the new electrical load may be the entire use of the Customer at the plant location.
- (3) If prior service was rendered within a twelve month period at a new Customer's plant location which was substantially the same building as that of the new Customer, the usage of the predecessor Customer(s) during the relevant historical period under this Rider shall be used to determine the amount of new electrical load.

APPENDIX A
FUEL ADJUSTMENT CLAUSE

DESCRIPTION

- A. The Energy Charges set forth in all Rate Schedules which include a fuel cost adjustment clause shall be increased or decreased, to the nearest 0.001 mill (\$.000001) per kWh, in accordance with the following adjustment factor:

$$\text{Adjustment Factor} = \frac{F}{S} - 15.267 \text{ Mills per kWh}$$

Where:

1. "F" is the estimated expense of fuel based on a three month average cost beginning with the month immediately following the current billing cycle month and consisting of the following costs:
 - (a) the average cost of fossil and nuclear fuel consumed in the Company's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants including, as to fossil fuel, only those items listed in Account 151 and as to nuclear fuel only those items listed in Account 518 (except any expense for fossil fuel included in Account 151) of the Federal Energy Regulatory Commission's Uniform system of Accounts for Class A and B Public Utilities and Licensees;
 - (b) the actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in (c) below;
 - (c) the net energy cost, exclusive of capacity or demand charges, of energy purchased on an economic dispatch basis, and energy purchased as a result of a scheduled outage, when the costs thereof are less than the Company's fuel cost of replacement net generation from its own system at that time; less
 - (d) the cost of fossil and nuclear fuel recovered through intersystem sales including fuel costs related to economy energy sales and other energy sold on an economic dispatch basis;
 2. "S" is the estimated kilowatt-hour sales for the same estimated period set forth in "F", consisting of the net sum in kilowatt-hours of:
 - (a) net generation
 - (b) purchases
 - (c) net interchange, less
 - (d) inter-system sales
 - (e) energy losses and Company use.
- B. The Adjustment Factor as computed above shall be further modified to allow the recovery of gross receipts taxes and other similar revenue based tax charges occasioned by the fuel adjustment revenues.

APPENDIX A
FUEL ADJUSTMENT CLAUSE
(continued)

- C. The Adjustment Factor shall be further modified commencing with the third succeeding calendar month or the fourth succeeding billing cycle month to reflect the difference between the estimated incremental fuel cost billed and incremental fuel cost actually experience during the first and succeeding billing cycle month (s) or calendar month (s) in which such estimated incremental fuel cost was billed.

FUEL COST ADJUSTMENT

Pursuant to the Indiana Utility Regulatory Commission's Order in Cause No. 38708-FAC71, the Fuel Cost Adjustment for Rates A, EH, B, GS, OSS, LP and HLF for August, September and October 2006 is \$0.004168 per kWh.

Effective: August 1, 2006

APPENDIX B
DEMAND-SIDE MANAGEMENT ADJUSTMENT

DEMAND SIDE MANAGEMENT ADJUSTMENT

Pursuant to the Indiana Utility Regulatory Commissions Order in Cause No. 39453-DSM57, the Demand Side Management Adjustments for August, September and October 2006 are as follows:

<u>Rate Schedule</u>	<u>DSM Adjustment (per kWh)</u>
A	\$0.000131
EH	\$0.000080
B	\$0.000000
GS	\$0.000747
OSS	\$0.001184
LP	\$0.000414
HLF	\$0.000062

Effective: August 1, 2006

APPENDIX C **CLEAN AIR ACT AMENDMENT ADJUSTMENT**

APPLICABILITY

This adjustment applies to all retail sales served on Company's system to distribute credits for the values of extension allowances resulting from Company's approved Plan for compliance with the Clean Air Act Amendment of 1990 (CAAA).

ADJUSTMENT METHOD

This adjustment shall be recalculated annually at year end to include all applicable items as described below, which shall be allocated to the various Rate Schedules and billed as an additional credit to each rate over a subsequent twelve-month period on a cost per kWh basis. The adjustment shall apply to the distribution of the approved credits from sales of "extension" allowances over a period of five years from 1995 to 1999 inclusive.

APPLICABLE CREDITS

This adjustment shall include the following items:

- (1) Credits for gains realized from sales of extension allowances available to the company under the CAAA as outlined in Company's approved Compliance Plan, amortized over a five year period from inclusion in this Rider. The total of these credits is set at the amount of \$29,017,000 to be credited in equal payments of \$5,803,400 per year, subject to any approved adjustments by the Commission.
- (2) The credits in item (1) shall be adjusted by reducing these for any amounts by which the approved capital expenditures of the Company under its Compliance Plan are less than \$106,850,000 excluding AFUDC when the facilities are placed in service. Also, in the event the Company receives more than 79,500 tons of extension allowances from the EPA ("Extra Extension Allowances"), the entire net proceeds from the sales of the Extra Extension Allowances would be added to the \$29,017,000 to be credited to customers.

APPENDIX C
CLEAN AIR ACT AMENDMENT ADJUSTMENT
(Continued)

CAAA ADJUSTMENT

<u>Rate Schedule</u>	<u>CAAA Adjustment</u> (Per kWh)
A	\$ (0.001668)
EH	\$ (0.000921)
B	\$ (0.001524)
GS	\$ (0.000926)
OSS	\$ (0.001126)
LP	\$ (0.000676)
HLF	\$ (0.000611)

NOTE: A NEGATIVE CAAA REFLECTS A CREDIT TO CUSTOMERS.

Effective: April 12, 2006

APPENDIX D
OTHER CHARGES

DESCRIPTION

The following charges apply to events described in Company's General Terms and Conditions Applicable to Electric Service:

	<u>Charge</u>
Fraudulent or Unauthorized Use or Tampering	
Minimum charge per occurrence for field calls and repairs	\$ 65.00
Late Payment Charge	3 % of bill
Reconnection Charge	
Normal Charge – at meter	\$ 35.00
Additional Charge – if at pole or transformer	\$170.00
Charge for Returned Checks	\$ 25.00
After hours charge	\$ 45.00

APPENDIX E
QUALIFIED POLLUTION CONTROL PROPERTY
CONSTRUCTION COST ADJUSTMENT

DESCRIPTION

The applicable charges for electric service to the Company's retail customers shall include charges to reflect rate base treatment for qualified pollution control property in accordance with I.C. 8-1-2-6.6 and 170 IAC 4-6.

QPCP-CC ADJUSTMENT

The adjustment to the applicable charges for electric service shall be as follows:

<u>Rate Schedule</u>	<u>Charge Adjusted</u>	<u>QPCP-CC Adjustment</u> (per kWh)
A	Energy	\$0.008004
EH	Energy	\$0.004324
B	Energy	\$0.006807
GS	Energy	\$0.004375
OSS	Energy	\$0.005323
LP	Energy	\$0.002913
HLF	Energy	\$0.002692
	Billing Demand: First 4,500 kVa	\$7,268.40/month
	Billing Demand: Over 4,500 kVa	\$1.615 per kVa

APPENDIX F
QUALIFIED POLLUTION CONTROL PROPERTY
OPERATING EXPENSE ADJUSTMENT

DESCRIPTION

The applicable charges for electric service to the Company's retail customers shall include charges to reflect operating expenses for qualified pollution control property in accordance with the Order of the Indiana Utility Commission Cause No. 42248, Phase II.

QPCP-OE ADJUSTMENT

The adjustments to the applicable charges for electric service shall be as follows:

<u>Rate Schedule</u>	<u>Charge Adjusted</u>	<u>QPCP-OE Adjustment</u> (per kWh)
A	Energy	\$.005412
EH	Energy	\$.002905
B	Energy	\$.004370
GS	Energy	\$.002967
OSS	Energy	\$.003582
LP	Energy	\$.002052
HLF	Energy	\$.001914
	Billing Demand: First 4,500 kVa	\$5,167.80 per month
	Billing Demand: Over 4,500 kVa	\$1.148 per kVa

RATE CSP **CONGENERATION AND SMALL POWER PRODUCTION**

AVAILABILITY

The schedule of purchase prices set forth herein shall apply to owners of cogeneration or small power producing "qualifying facilities" as defined by the Commission, in Cause No. 37494, approved December 6, 1984. Prior to any purchase by Company, the qualifying facility must enter into a contractual agreement.

RATES FOR SALE OF ENERGY AND CAPACITY

If the qualifying facility desires to purchase electric service from Company, the electric requirements for the qualifying facility shall be separately metered and billed in accordance with the applicable Rate Schedule.

PURCHASE PRICES

Company will pay for energy and capacity received from the qualifying facility on a monthly basis as follows:

Energy Component:

Prices paid are based on Company's avoided cost of energy associated with a one (1) megawatt decrement of load. The energy payment is expressed on a cents-per-kWh basis in Table 1 of this schedule.

Payments for energy are adjusted to reflect line losses, expressed as a percentage for the previous year. It is expected that the projected energy payment will vary as Company's actual fuel costs change. Energy rates listed in Table 1 will be revised on or before February 28th in each subsequent year in accordance with the Commission Cause No. 37494.

In the case of contracts for purchases of 72,000 kilowatt-hours or more per month from a qualifying facility, the following factors may be considered and an appropriate adjustment made to the agreed purchase price in each contract:

1. The extent to which scheduled outages of the qualifying facility can be usefully coordinated with scheduled outages of Company's generation facilities.
2. The relationship of the availability of energy from the qualifying facility to the ability of Company to avoid costs, particularly as is evidenced by Company's ability to dispatch the qualifying facility.
3. The availability of energy from a qualifying facility during Company's system daily or seasonal peak.
4. The usefulness of energy from a qualifying facility during Company system emergencies, including its ability to separate its load from its generation.

Effective: March 15, 2006

RATE CSP
COGENERATION AND SMALL POWER PRODUCTION

Capacity Component

There shall be demand credit paid to qualifying facilities who can enter into a contract with Company to provide firm capacity for specified term. Capacity payments are expressed on a dollars per kilowatt per month basis in Table 1 of this schedule.

The monthly capacity payment shall be adjusted by the following factor:

$$F = \frac{E_p}{(K)(T_p)}$$

Where:

F = Capacity payment adjustment factor

E_p = Kilowatt-hours delivered to Company by the qualifying facility during the peak period defined as the hours of 7:00 a.m. to 10:00 p.m. during weekdays, excluding holidays.

K = Kilowatts of capacity the qualifying facility contracts to provide.

T_p = Number of hours in the peak period.

Company and a qualifying facility may negotiate a rate for energy or capacity which differs from the filed Rate CSP.

Table 1

ENERGY PAYMENT TO A QUALIFYING FACILITY⁽¹⁾

Annual On-Peak	=	\$0.04705/kWh
Annual Off-Peak	=	\$0.02443/kWh

UNADJUSTED CAPACITY PAYMENT TO A QUALIFYING FACILITY

\$3.26 per kW Per Month

⁽¹⁾ On-Peak hours = 6 am – 10 pm, weekdays
Off-Peak hours = All other hours, including weekends and designated holidays

RATE CSP
COGENERATION AND SMALL POWER PRODUCTION

(Continued)

CONDITIONS OF PURCHASE

1. A qualifying facility, operating electric generating equipment, may connect it in parallel with Company's system, providing the facility complies with applicable safety standards and provides, at its expense, all necessary protective and synchronizing equipment.
2. The qualifying facility shall pay in advance of construction all costs estimated by Company for metering or other facilities necessary to provide for the energy purchase. Upon completion of the construction, Company will reconcile the actual costs with the advance payment and bill or credit the facility accordingly.
3. The qualifying facility shall operate its electric generating equipment in such a manner so as not to adversely affect Company's voltage waveform.
4. The qualifying facility shall permit Company at any time as it deems necessary to install or modify any equipment to protect the safety of its employees or the accuracy of its metering equipment as a result of the operation of the facility's equipment. The facility shall reimburse Company for the cost of such installation or modification upon receipt of a statement from Company.
5. The qualifying facility shall permit Company's employees to enter upon its property at any reasonable time for the purpose of inspecting and/or testing its facilities to ensure their continued safe operation and the accuracy of Company's metering equipment, but such inspections shall not relieve the qualifying facility from its obligation to maintain the facilities in satisfactory operating condition.
6. The qualifying facility shall agree to indemnify Company and its employees against liability for any injuries or damages caused by the operation of the facility's equipment or by any failure of the facility to maintain its equipment in satisfactory and/or safe operating condition.
7. Company will require that a contract be executed which will detail meter reading and billing practices to be followed, as well as other technical and operating parameters for the qualifying facility's generation facilities.

Effective: March 15, 2006

RATE CSP
COGENERATION AND SMALL POWER PRODUCTION

(Continued)

8. Qualifying facilities wishing to operate electric generating equipment in parallel with Company system and not sell electricity to Company shall abide by these Conditions of Purchase, including allowing Company to prevent the existing Company metering facilities from recording any flow of energy from the facility's generation into Company's system.
9. Company need not purchase or sell at the time of a system emergency.
10. The determination of whether or not a facility qualifies, as well as other terms and conditions of purchase and sale, shall be subject to an in accordance with the Commission's order approved December 6, 1984, in Cause No. 37494.
11. Company's standard terms and conditions shall apply to the purchase and sale of surplus energy and capacity, unless specifically superseded by the terms and conditions presented herein.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

1. APPLICATION OF RATES

(a) General

1. A copy of all Rate Schedules, rules and regulations under which service will be supplied is posted or filed for the convenience of the public in the offices of Company and with the Commission.
2. A written application for electric service on forms provided for the purpose, or a properly executed contract, may be required from Customer before service will be supplied. Company shall have the right to reject, for any valid reason, any application for service.
3. No promise, agreement, or representation of any agent or employee of Company shall be binding upon Company unless the same shall be incorporated in the application or contract for service.
4. The Rate Schedules of Company are based on service being rendered separately for each premises and for the ultimate use in or on such separate premises. By premise is meant a distinct portion of real estate such as the living quarters for the use of a single family, or the main building of a commercial or of an industrial Customer and may include the outlying or adjacent buildings used by the same, provided the use of service in the outlying buildings is supplemental to the service used in the main residence or building. Electric service used by the same individual, firm, or corporation at different premises will be delivered, measured, and billed separately as to each premises.
5. If service is taken on more than one meter on the same premise for the convenience of Customer each meter will be billed separately. Where service is taken on more than one meter on the same premise for the convenience of Company or to meet legal requirements, the sum of the measurements of all such meters shall be used in calculating the bill.

(b) Combined Residential and Non-Residential Service

When the principal use of service applied to a residential dwelling is for residential purposes, but a small amount of energy will be used for non-residential purposes, such non-residential use will be permitted only when the equipment for such use is within the capacity of the 120 volt, 30 ampere branch circuit (or is less than 3,000 watts capacity) and the non-residential consumption is less than the residential use on the premises. When the non-residential equipment exceeds that above stated maximum limit, the entire non-residential wiring must be separated from the residential wiring, so that it may be metered separately, and the non-residential load will be billed under the appropriate non-residential rate, or the entire service will be billed under the appropriate non-residential rate.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

(c) Choice of Rates

1. Company will assist Customer in determining the Rate Schedule which will give Customer the lowest annual cost for service. Where more than one Rate Schedule is available for the class of service requested, the choice of Rate Schedule lies with Customer. Company does not guarantee that Customer will be served under the most favorable Rate Schedule at all times, and no refund will be made representing the difference in charges between the Rate Schedule under which service has actually been rendered and another Rate Schedule applicable to the same class of service.
2. Not more than one change in Rate Schedules will be made in any twelve-month period for any Customer under the provisions of this rule.

(d) Resale of Electric Energy

No electric energy shall be resold except such as may be furnished to other public utilities. Electric energy supplied to Customer under any of Company's Rate Schedules shall be for the sole use of Customer.

(e) Apartment Buildings and Multiple Dwellings

Where residential service is supplied through one meter to a location containing two or more separate living quarters, the following will apply:

1. For Customers receiving service at the location on or prior to October 28, 1998 the service shall be classified as residential, in which case, for billing purposes, the appropriate residential Rate Schedule shall be applied on the basis of a single Customer.
2. For Customers who begin receiving service after October 28, 1998 the service shall be classified as commercial, in which case, for billing purposes, the General Service Rate Schedule shall be applied on the basis of a single Customer.
3. Customer may change its wiring at Customer's expense and arrange with Company, subject to provision 1(f), to separate the combined service and permit Company to install a separate meter for each separate living quarters. In each such case the readings of each meter shall be billed separately on the appropriate residential Rate Schedule.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE
(Continued)

(f) Unusual Facility Requirements

Company reserves the right, with respect to Customers whose establishments are remote from Company's existing suitable facilities, or whose load characteristics or load dispersal require unusual investments by Company in service facilities, to make special agreements as to duration of contract, reasonable guarantee of revenues, or other service conditions.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

2. INTERRUPTIONS AND DAMAGES

Company will endeavor to furnish continuous service, but does not guarantee uninterrupted service, and shall not be liable for any damages which Customer may sustain by reason of the failure of the energy, or failure or reversal of phases, whether caused by accident, repairs or other uses; nor shall Company be liable for damages that may be incurred by the use of Customer's electrical appliances or equipment, or the presence of Company's property on Customer's premises. Nor shall Company be liable for loss or damage occurring under or by virtue of the exercise of authority or regulation by governmental, military or lawfully established civilian agencies, or due to conditions or causes beyond Company's control.

3. DISCONNECTING SERVICE

Company may, at its option, discontinue service and remove any of its property on Customer's premises without legal process:

- (a) Notice will be given to Customers for (i) at the expiration of its agreement with the Customer; (ii) to facilitate repairs; (iii) for want of supply of electric energy, however, no notice will be required for (iv) where fraudulent use of electricity is detected; (v) where the Company's regulating or measuring equipment or other facilities have been tampered with; (vi) where a dangerous condition is found to exist on the Customer's premises; or (vii) in compliance with the order of any court, commission, or public authority having jurisdiction.

When Company detects fraudulent or unauthorized use of electricity, or Company's regulation, measuring equipment or other service facilities have been tampered with, Company may reasonably assume that Customer or other user has benefited by such fraudulent or unauthorized use or such tampering and, therefore, is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and for the cost of field calls, investigation and cost of effecting repairs necessitated by such use and/or tampering; provided, that Company may assess a minimum charge as set forth in Appendix D per occurrence for such field calls and repairs. Under such circumstances Company may, subject to any provision of Commission Rule 16 to the contrary, disconnect service without notice and Company is not required to reconnect the service until a deposit and all the above enumerated charges are paid in full. All statutory penalties shall be fixed by a court of competent jurisdiction or by agreement between Company and Customer.

- (b) Upon fourteen (14) days' written notice mailed to Customer at such Customer's address as shown upon Company's records, (i) whenever any account contracted by Customer is in arrears; (ii) upon violation of these general terms and conditions and the general terms and conditions of any agreement between Company and Customer; or (iii) for misrepresentation of facts upon which Company was induced to render service.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

4. COMPANY EQUIPMENT – LOCATION AND PROTECTION

- a. Customer shall provide, free of expense to Company and close to the point of service entrance, suitable space acceptable to Company for installation of the necessary metering equipment, said metering equipment to be owned and maintained by Company. Customer shall exercise due diligence to protect said metering equipment from damage or accident and shall permit no person other than an agent of Company or person otherwise lawfully authorized to do so, to inspect, test, remove or tamper with the same.
- b. If the Company's equipment is damaged or destroyed through the neglect of Customer, the cost of necessary repairs or replacements shall be paid by Customer.

5. SERVICE CONNECTIONS

Company will install its service wires to a point designated by Company and Customer shall bring its wiring to that point.

6. CUSTOMER'S WIRING AND ELECTRICAL EQUIPMENT

Customer shall maintain its wiring and equipment in the condition required by any authorized or appropriate regulatory authority and the properly constituted local authorities having jurisdiction. Company reserves the right to deny or terminate service to any Customer whose wiring or equipment fails to meet the above requirements and/or constitutes a hazard to Company's equipment or its service to other Customers. However, it disclaims any responsibility to inspect Customer's wiring or equipment, and shall not be held liable for any injury or damage resulting from the condition thereof.

7. ACCESS TO CUSTOMER'S PREMISES

Company's authorized agents shall have access to Customer's premises at all reasonable hours to install, inspect, read, repair, or remove its meters and other property, and to inspect and determine the connected load. If Company is denied access to Customer's premises in order to disconnect service, and disconnection must be made at a pole or transformer due to the denial of access, Customer will be required to pay an Additional Charge for reconnection at the pole or transformer as set forth in Appendix D.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

8. DEPOSIT REQUIRED

- a. Residential Customer: Company will follow and apply the provisions of 170 IAC 4-1-15 in requiring deposits from residential Customers, and Company hereby adopts said code provision and incorporates it by reference in its entirety in this Tariff.
- b. Commercial and Industrial Customers: Company shall require all Commercial and Industrial Customers to make a cash deposit in the amount of two months' estimated revenue. Company may waive the deposit requirements if (1) Customer has previously established a good credit record with Company; (2) Company accepts Customer's financial statement in lieu of a deposit; or (3) a personal guaranty is accepted by Company in lieu of deposit.
- c. Deposits will be held for a minimum three-year period and will bear simple interest at a rate established by the provisions of 170 IAC 4-1-15 (D). Deposits, less any unpaid charges, may be refunded to Customer (1) upon establishment of a good credit record for at least three years, or (2) when service is disconnected.
- d. Interest will not be paid on deposits held by Company for less than one (1) year.

9. METER READING AND BILLING

- a. Bills will be rendered monthly based on metered or estimated usage. When Company is unable to read the meter, the usage for the month will be estimated on the basis of past service records or other available data. Bills rendered for electric service in months in which meters are not read shall have the same force and effect as those based on actual readings. Any Customer who desires not to receive a bill for estimated usage may read its meter and send the readings to Company on appropriate forms which will be provided by Company upon request.
- b. Should a meter fail to register the amount of electricity supplied during any period, the usage will be estimated based upon the use during similar periods or on other available information and a bill rendered accordingly.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

10. PAYMENT OF BILLS – RECONNECTION CHARGE

- a. Bills for service furnished to Customer by Company are due when rendered. Customers will be billed at gross and net amounts as provided for in the applicable Rate Schedule. If any bill is paid on or before the final date shown on the, the net amount shall be payable; if not, the gross amount shall be payable. A bill shall be considered delinquent if not paid within seventeen days of the date rendered.
- b. A Deferred Due Date Plan is available to any residential Customer who receives a social security or pension check.
- c. A Customer who is on the Plan and receives two disconnect notices within a twelve (12) month period while on the Plan will be removed from the Plan.
- d. An Equal Payment Plan is available to any residential Customer, small businesses, small business, small farming operations, schools and not-for-profit institutions with no current delinquent bills and an established credit record. Under this plan Customer's annual bill as estimated by Company will be divided into eleven (11) equal monthly payments. The twelfth month bill will be based on the difference between the fixed equal payment plan consumption for the eleven (11) months and the actual consumption during the year.
- e. Customer shall notify Company when it desires electric service discontinued, and Customer shall pay for said service for a reasonable time after such notice is given, sufficient to enable Company to obtain a final meter reading. This rule shall not apply to any case where a Customer has entered into a contract with Company to take service from Company for a definite period of time specified or provided for in such contract.
- f. When the service has been turned off by Company for nonpayment of bills, or as otherwise provided in these General Terms and Conditions, a reconnection charge as set forth in Appendix D, Other Charges, must be paid by Customer before such service is reconnected. In addition, when Electric Service is reconnected or disconnected after normal working hours at Customer's request, Customer shall be charged an After Hours Charge as set forth in Appendix D.
- g. When a reconnection of service is made for a Customer at the same location and service has been disconnected at Customer's request, a charge as set forth in Appendix D, Other Charges, will be made by Company for such reconnection of service. In addition, when Electric Service is reconnected or disconnected after normal working hours at Customer's request, Customer shall be charged an After Hours Charge as set forth in Appendix D.

11. PAYMENT OF BILLS – CHARGE FOR RETURNED CHECKS

A charge will be made to reimburse Company for the cost in handling a check returned by any bank, which charge shall be as set forth in Appendix D, Other Charges.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

12. **SECONDARY POWER – FACILITIES FURNISHED BY COMPANY – VOLTAGE**
Company will furnish the necessary transforming equipment to service Customers billed on secondary voltage Rate Schedules and metered at primary voltage (2400 volts or higher) will be credited with three percent (3%) of the metered demand and kilowatt hours. Company has the option of providing metering to compensate for the losses instead of crediting the metered demand and kilowatt-hours with three percent.

13. **PRIMARY POWER – FACILITIES FURNISHED BY COMPANY – VOLTAGE**
Customers billed on primary voltage Rate Schedules shall own/lease, operate, and maintain all transforming, controlling and protective equipment. Service will be metered at the primary voltage supply of 2400 volts or higher. The supply voltage will be determined by Company. When Customer's requirements are metered on the load side of the meter, metered demand and kilowatt-hours shall be increased by three percent (3%) to convert to the equivalent of service metered at the supply voltage. Company has the option of providing metering to compensate for the losses instead of increasing the metered demand and kilowatt-hours by three percent. When compensation metering is provided and when Customer billing is based on kVa, the metering shall include compensation for VAR losses in addition to the kW and kWh losses.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

14. TEMPORARY SERVICE

Customers desiring lighting and/or power service for a short time only, requiring the installation of facilities of a temporary nature shall pay to Company its cost of installing and removing such facilities.

In addition to the above, the Customer shall pay for the service supplied, which shall be metered, and computed under General Service, Rate GS.

Company may require an advance payment prior to the installation of service facilities by Company to cover the estimated cost of installing and removing the necessary facilities and to cover the estimated billing for service for the period involved.

15. AUXILIARY OR STANDBY SERVICE

Auxiliary service is that service which supplements another source of power where switching arrangements enable the use of either or both sources of power.

Standby service is that service which is capable of being used in place of another source of power where there is no actual use except during emergencies.

Customers utilizing auxiliary or standby service will be billed on the applicable Rate Schedule available for the size of load and class of service rendered, subject to the following special provisions:

- (a) A 'contract' demand shall be initially established by mutual agreement, between Company and Customer and stated in the service contract. Whenever the contract demand, as initially established is exceeded by the creation of a greater demand, then such greater demand shall become the contract demand until again exceeded, and so on, for the duration of the contract.
- (b) The off-peak provision in the applicable Rate Schedule shall not apply.
- (c) The Billing Demand in the Rate Schedule shall be the highest demand created during the term of the contract, but in no case less than the contract demand.
- (d) No Customer shall be permitted to effect a reduction in its contract demand by recontracting for the same service unless a bona fide reduction in load has occurred.
- (e) Company reserves the right to require Customer to furnish, install and maintain a load limiting device, approved by and under the sole control of Company.
- (f) The minimum monthly bill for Auxiliary or Standby service shall be as specified on the applicable Rate Schedule.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

16. METER TESTING

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

17. FUEL ADJUSTMENT CLAUSE (FAC)

Refer to Appendix A for applicable fuel cost adjustment.

18. VOLTAGES

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

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

The availability and application of the voltages will be determined by the Company and applicable Rate Schedule. Other non-preferred voltages may be supplied to a Customer to meet specific requirements at the discretion of Company. These non-preferred voltages would be limited to localized areas and would be supplied at the discretion of Company.

19. MANDATORY CURTAILMENT

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

20. GENERAL

All Company Rate Schedules and these General Terms and Conditions are subject to such changes and modifications as may be made from time to time and approved by the Commission, or otherwise imposed by lawful authority, and any requirements hereunder at any time shall not be more stringent from Customer's point of view than those in the Rules and Regulations of such Commission that are in effect at that time.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

21. UTILITY RESIDENTIAL WEATHERIZATION PROGRAM (URWP)
Upon Customer application, Company may provide financial assistance in the form of loans to residential Customers to assist them in meeting the cost of undertaking certain energy conservation measures. The loans shall be made pursuant to the following specifications and limitations:
- (a) The loans will be limited to existing Customer-owned single family houses, duplexes, triplexes, or four-family residences that use electricity or gas for space heating or air conditioning.
 - (b) The loans will be made only to Customers owning the residence to which the qualified energy conservation measure is to be applied or installed.
 - (c) The loans will be administered by a bank, banks or other financial institution selected by Company.
 - (d) The loans will be provided only after (i) Company deems the Customer's credit rating satisfactory; (ii) the Customer enters into a financing agreement with Company and the administering bank or financial institution to be selected by Company.
 - (e) The loans will be limited to a maximum amount of \$1,500 per loan and a minimum amount of \$300 per loan, with a maximum repayment period of three (3) years. Repayment of the loans will be in equal monthly installments over a period of up to thirty-six (36) months with the first payment due no later than one (1) month after the date of the loan. Interest will be charged at an effective annual percentage rate of 6% per year on the unpaid balance, until the loan is repaid in full.
 - (f) Company will not itself sell or install energy conservation measures under this program.
 - (g) The projects eligible for such loans are those listed in Appendix A (Exhibit B) to the Order of the Public Service Commission in Cause No. 37321.
 - (h) Work must be performed by the loan recipient or a qualified installer as listed on the Indiana RSCP Master List.
 - (i) The loan must be paid in full immediately if the residence where the work is performed is sold.
 - (j) All other provisions, terms and conditions contained in the Public Service Commission Order in Cause No. 37321 and not inconsistent with the above specific provisions shall be applicable to the loans.

AFFILIATE AND COST ALLOCATION GUIDELINES

A.1 AFFILIATE GUIDELINES

The OUCC and Southern Indiana Gas and Electric Company (“Utility”) (collectively “Parties”) have negotiated in connection with Cause No. 41465 the following Affiliate Guidelines to govern the relationships between the Utility and its Affiliates. The Parties agree that these guidelines are intended to be enforced by the IURC, and they shall become effective upon their approval by the IURC. The OUCC and Utility may, through negotiation and agreement, jointly petition the IURC for modifications to these Affiliate Guidelines, in which case they would have the burden of proving any proposed change is in the public interest considering all relevant factors, including, but not limited to, price of service and the impact on competition. If either the OUCC or Utility desires changes to these Affiliate Guidelines and is unable to obtain agreement from the other party for such changes, then the party desiring changes may petition the IURC for the desired changes and bear the burden of proving that such changes are in the public interest. However, such petitions shall not be filed without first attempting to obtain the agreement of the other party. Subject to the following sentence, anyone else seeking a change to these Guidelines may also petition the IURC and would bear the burden of proving that the proposed changes are in the public interest. However, any such petition shall not be filed without the Utility and the OUCC first being notified and given a reasonable opportunity to consider the proposed change. The Commission may also make modifications to these Affiliate Guidelines on its own motion, after notice and hearing.

These Affiliate Guidelines should be read in conjunction with the “Cost Allocation Guidelines” developed by the OUCC and Utility and also approved by the Commission in Cause No. 41465. Subject to Section H of the Settlement Agreement in Cause No. 41465, the Affiliate Guidelines and the Cost Allocation Guidelines govern all current and future affiliate relationships between the Utility and its Affiliates, with the limited exception that the Commission may approve an Affiliate contract that differs from these Guidelines if the Utility files a petition requesting an exception from the Guidelines and satisfies its burden to demonstrate that such contract is in the public interest considering all relevant factors, including, but not limited to, price of service and the impact on competition.

One purpose of these Affiliate Guidelines is to establish standards for procurement on competitive terms to govern the Utility’s procurement of goods, services, assets and other utility resources. Such procurement “on competitive terms” (as defined herein) shall be done with the objective of obtaining the best terms available for the Utility and its customers. The only exception to these procurement standards is the provision of “shared corporate support and administrative services” such as corporate treasury services and human resources. These services may be shared with other companies/affiliates within the Vectren organization. The pricing of those services to the Utility shall be based on cost and be in accordance with the Cost Allocation Guidelines. See the definitions section below for a complete definition of “shared corporate support and administrative services.”

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

A.2. DEFINITIONS

The definitions below apply to terms used in the Affiliate Guidelines and the Cost Allocation Guidelines.

“Affiliate” “Affiliate” means a person that is an affiliated interest for purposes of I.C. 8-1-2-49 or that is otherwise found to be an “Affiliate” by the Commission or otherwise is an “Affiliate” under Indiana Law.

“Person” “Person” includes the following: (a) individual, (b) corporation, regardless of type or state or country of incorporation, (c) unincorporated association, (d) company, whether limited liability or otherwise, and (e) business trust, estate, partnership, trust, two (2) or more persons having a joint or common economic interest, and any other entity.

“Commission” “Commission” means the Indiana Utility Regulatory Commission.

“IURC” “IURC” means the Indiana Utility Regulatory Commission.

“OUCC” “OUCC” means the Indiana Office of Utility Consumer Counselor.

“Holding Company” “Holding Company” means the parent company, Vectren Corporation, or its successor in interest of Indiana Gas Company and/or Southern Indiana Gas and Electric Company.

“Competitive Terms” “Competitive Terms” means the best terms reasonably available in the competitive marketplace at that time (including the terms available from the Utility itself under efficient operation) giving due consideration to both price and non-price terms such as quality and reliability. If the Utility itself can provide the services at the lowest cost with comparable quality and reliability, then that cost shall be considered the “competitive terms.”

“Shared Corporate Support and Administrative Services” “Shared Corporate Support and Administrative Services” means the following types of functions/services that the Utility may share with other companies/affiliates within the Vectren organization: (1) accounting and corporate treasury services; (2) human resources; (3) information technology and communications services; (4) corporate directors and officers services; (5) legal services; (6) insurance and claims; (7) billing; (8) customer call center services; (9) facility and fleet management; and (10) environmental services. (See Specific Affiliate Guidelines 10, 12, and 15 related to “Shared Corporate Support and Administrative Services.”)

“Capital Costs” “Capital Costs” means the costs associated with obtaining the financial capital required to provide physical assets such as office buildings, computers or office equipment.

“Non-Regulated” “Non-Regulated” means not regulated by the Indiana Utility Regulatory Commission (IURC). “Non-Regulated” also applies to products or services over which the IURC has declined its jurisdiction.

“Similarly Situated” “Similarly Situated” means having general characteristics in common such as belonging to the same rate class or operating in the same or similar industries. A utility affiliated gas or power marketer would, for example, be considered similarly situated to other non-affiliated gas or power marketers.

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

A.3. GENERAL AFFILIATE GUIDELINES

- A. No Cross-Subsidies.** The Utility shall not subsidize Affiliates or non-regulated activities.
- B. Separation of Regulated and Non-Regulated Operations.** The separation of the Utility's regulated operations from the Holding Company's non-regulated business operations and Affiliates is necessary to prevent potential cross-subsidies. To the maximum extent practicable, the Utility shall separate its regulated operations from its own, its Affiliates and its Holding Company's non-regulated operations. Instances where such separation does not exist must otherwise be in compliance with the Affiliate Guidelines and the Cost Allocation Guidelines.
- C. No Discrimination.** The Utility shall not discriminate in favor of or otherwise give preferential treatment to its Affiliates, its Affiliates' customers or the Utility's own non-regulated activities
- D. Comparability of Service.** The Utility shall provide comparable service to all similarly situated marketers, customers or other entities, regardless of affiliation.
- E. Procurement on Competitive Terms.** With the exception of "shared corporate support and administrative services" (defined above) the procurement of goods, services, assets and other resources by the Utility shall be on competitive terms, consistent with the public interest and in compliance with these Affiliate Guidelines and the Cost Allocation Guidelines. The Utility may procure services from an Affiliate but such procurement must be done on competitive terms (defined above). The Utility's procurement process shall also comply with General Guideline C above (i.e., No Discrimination). The pricing of "shared corporate support and administrative services" to the Utility shall be based on cost and be in accordance with the Cost Allocation Guidelines.

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

A.4. SPECIFIC AFFILIATE GUIDELINES

1. Affiliates shall be charged for all costs incurred on their behalf. These costs shall be appropriately and reasonably allocated and shall include, but not be limited to, those associated with shared facilities, general and administrative support services and other corporate overheads.
2. The Utility shall process all similar requests for service in the same manner and within the same reasonable time period for all similarly situated customers, marketers and other entities, regardless of affiliation.
3. The Utility shall not give preference to or discriminate in favor of its Affiliates, its Affiliates' customers or its own non-regulated activities in matters including, but not limited to, the allocation, assignment, release, or transfer of rights to intrastate or interstate capacity, use of Utility distribution facilities, storage on system, rights to storage off system, or in the sale of gas.
4. The Utility shall not condition or tie any agreement to provide Utility service to any agreement relating to a service to be provided by an Affiliate.
5. To the maximum extent practicable, Utility employees shall function separately and independently from employees of Affiliates and those engaged in non-regulated activities including, but not limited to, gas marketers, power marketers and other service providers.
6. The Utility may not, through tariff or otherwise, give any Affiliate or an Affiliate's customer or any non-regulated activity a preference or an advantage with respect to the transportation of gas including, but not limited to, the movement or delivery of gas on its distribution system, the administration of customer contracts, scheduling, nomination, balancing, metering, storage, standby service, curtailment policy, or billing/invoice disputes.
7. The Utility shall apply tariffs and their provisions and all other aspects of Utility service on a consistent and non-discriminatory basis to all similarly situated marketers, customers, and other entities regardless of affiliation.
8. Any discount or rebate for utility service offered by the Utility to an Affiliate or an Affiliate's customer shall be offered on a non-discriminatory basis to all similarly situated marketers, customers or other entities, regardless of affiliations. If the Utility waives a penalty or fee related to Utility service for an Affiliate or an Affiliate's customer, it shall waive such penalty or fee for similarly situated others on a non-discriminatory basis.
9. The Utility shall not give preference to or discriminate in favor of its Affiliates or its Affiliate's customers in its provision of information. This includes, without limitation, information related to the sale or marketing of energy or energy services to existing or potential new customers and information related to the availability of transmission, distribution or storage capacity.

Effective: March 15, 2006

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

9. Specific customer information shall be made available to affiliated or unaffiliated entities only upon consent of the customer or as otherwise provided by law or commission rules or orders, except that customer name and address information may be provided to energy marketers or energy service providers.
10. The Utility may share information technology and communications services with other companies/affiliates within the Vectren organization. However, such sharing of information technology and communications services shall not be done in a manner that violates Specific Guideline 9 above regarding the non-discriminatory provision of information. The utility shall take whatever steps are necessary to fulfill this requirement such as, for example, the implementation of electronic "firewalls" or other measures to control access to Utility information.
11. The Utility shall not speak on behalf of its Affiliates or give the appearance that it speaks on behalf of its Affiliates. The Utility's Affiliates shall not speak on behalf of the Utility or give the appearance that they speak on behalf of the Utility.
12. Customer call handling shall be performed on a non-discriminatory basis without respect to affiliations of the customer or affiliations of the customer's marketer or energy service provider. If a customer requests information about alternative sources of supply, the customer service representatives shall offer to provide a list of all alternative suppliers known to be serving customers in the same rate class as the customer making the inquiry, except those suppliers excluded by mutual agreement of the Utility and the OUCC. Such a list may include utility affiliates, but the utility customer service representatives shall not promote or endorse services offered by an affiliate. To ensure compliance with Specific Guidelines 9, 10, 11 and 12, the guidelines for handling of customer calls and information have been set out in writing and attached as Customer Call Handling Process.
13. The Utility's Affiliates shall not trade upon, promote, or suggest that they receive preferential treatment as a result of affiliation with the Utility.
14. The Utility and its Affiliates shall not participate in joint advertising. An Affiliate may, however, reference the fact of its affiliation with the holding company. Such public references shall not: (a) make the Affiliate appear to be part of the Utility, or (b) suggest that the Affiliate or the Affiliate's customers will have any advantage as a result of the affiliation.
15. If the charges for Utility services are combined with charges for non-regulated energy services into a single bill, such a combined bill format will be made available on a non-discriminatory basis to non-affiliated entities that provide energy services in the Utility's service territory.

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

16. The Utility and its Affiliates shall maintain separate books and records, which shall be available for Commission inspection consistent with Indiana law.
17. The OUCC and its agents shall have access to officers and employees and access to the books and records of the Utility and its Affiliates as reasonably necessary to ensure compliance with these Affiliate Guidelines, the Cost Allocation Guidelines and Title 8 of the Indiana Code. If disputes arise between the OUCC and Utility regarding the reasonableness of the timing or scope of requested access to Affiliate and Utility books and records, if not resolved by the parties, then such disputes may be presented to the Commission through use of an alternative dispute resolution process as agreed upon by the OUCC and Utility. During this process, Utility shall bear the burden of demonstrating the unreasonableness of the OUCC's request. In seeking a resolution of access disputes, the parties agree that time is of the essence, and the intent of the parties is that the Commission's review of such disputes will be facilitated by the parties so that the review can be as expeditious as possible.
18. All complaints relating to these Affiliate Guidelines and the Cost Allocation Guidelines, whether written or verbal, shall be submitted to the general counsel of the Utility or the Utility's highest ranking legal employee ("general counsel"). The general counsel shall acknowledge to complainant such complaint within five (5) working days of receipt. The general counsel shall conduct a preliminary investigation and prepare a written statement of the complaint which shall contain the name of the complainant and a detailed factual report of the incident or incidents underlying the complaint, including all relevant dates, companies involved, employees involved, and the specific claim. The general counsel shall provide a copy of the written statement to the complainant. The general counsel shall communicate the results of the preliminary investigation to the complainant in writing within twenty (20) days after the complaint was received including a description of any course of action to be taken. In the event the Utility and the complainant are unable to resolve the complaint, the complainant may file a complaint with the Commission. Any complaint filed with the Commission before same was filed with the Utility under this section shall be held in abeyance while the procedures outlined here are followed. The general counsel shall keep a log of all complaints for a period of not less than three (3) years and shall keep such log available for inspection by the IURC, OUCC and complainant.
19. All transactions between the Utility and its Affiliates shall be in accordance with a written contract filed with the IURC pursuant to I.C. 8-1-2-49. The Utility shall maintain sufficient records of all such transactions for at least three (3) years so as to allow for a complete and thorough audit.
20. The Utility shall meet with the OUCC to review all proposed Affiliate contracts. Upon filing of Affiliate contracts with the IURC, copies of such contracts will be delivered to the OUCC. Affiliate contracts shall be governed by Indiana law and these Affiliate Guidelines and the Cost Allocation Guidelines. To the extent the Guidelines contain provisions or commitments that go beyond what would otherwise be required under Indiana law, the Guidelines shall control. The OUCC reserves its rights to challenge such contracts at any time.

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

A.5. PROCEDURES FOR FILING AFFILIATE CONTRACTS

All Affiliate contracts shall be filed with the IURC and be in conformance with these Guidelines, the Cost Allocation Guidelines and Indiana law. Such contracts shall be available for public inspection, except to the extent that information is protected from public disclosure under Indiana law. These Affiliate Guidelines in no way affect the IURC's duties and/or authority under Indiana law to *inter alia* investigate such contracts, hold public hearings related to such contracts and/or disapprove such contracts. These Affiliate Guidelines also in no way affect the OUCC's rights to *inter alia* initiate investigations of such contracts.

A.6. ANNUAL INFORMATIONAL FILING

The Utility shall file annually with the Commission and provide copies to the OUCC the following information concerning the Utility's Affiliates and its non-regulated activities.

1. The names and business addresses of the officers and directors of each Affiliate that has transacted any business with the Utility during the previous twelve (12) months. For each such Affiliate, the Utility shall also provide the following in its annual informational filing:
 - a. The Affiliate's name and a description of the Affiliate's primary line(s) of business and a description of the nature of the Affiliate's business with other non-affiliated entities.
 - b. A schedule detailing and summarizing the nature and dollar amounts of the transfers of assets, goods and services between the Utility and the Affiliate that took place during the applicable twelve-month period.
2. A listing of all contracts currently in effect between the Utility and Affiliate(s) indicating the nature of the transactions, the date the contract became effective and the contract's expiration date.
3. A corporate organization chart, which shows the parent holding company, the Utility, its Affiliates, and their relationships to one another.
4. A description of the method(s) used to identify, value, and record transfers of assets, goods and services between the Utility and its Affiliates.
5. A description of the method(s) used to allocate federal and state income tax expense, payments and refunds to the Utility and its Affiliates.
6. A description of sharing of personnel between the Utility and its Affiliates during the twelve-month period.
7. A log of complaints maintained by the Utility under section 18 of Specific Affiliate Guidelines.
8. A listing and description of all non-regulated activities engaged in by the Utility, including the amount of revenues and expenses generated by each such non-regulated activity.

These annual informational filings shall commence on the date thirty (30) days after the effective date of the Commission's approval of these Affiliate Guidelines, and shall repeat thereafter at the end of the Utility's fiscal year. These annual informational filings shall not serve or be interpreted as a pre-approval process.

Effective: March 15, 2006

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

B.1. COST ALLOCATION GUIDELINES

The OUCC and Southern Indiana Gas and Electric Company (“Utility”) (collectively “Parties”) have negotiated in connection with Cause No. 41465 the following Cost Allocation Guidelines to govern the allocation of costs between the Utility and its Affiliates. The OUCC retains all of its rights and authority to dispute the reasonableness of and/or recovery of all Utility costs, including those to which these Cost Allocation Guidelines may be applicable. Mere allocation of costs under these guidelines does not predetermine the reasonableness of rate recovery of such costs. The Parties agree that these guidelines are intended to be enforced by the IURC, and they shall become effective upon their approval by the IURC. The OUCC and Utility may, through negotiation and agreement, jointly petition the IURC for modifications to these Cost Allocation Guidelines, in which case they would have the burden of proving any proposed change is in the public interest considering all relevant factors, including, but not limited to, price of service and the impact on competition. If either the OUCC or Utility desires changes to these Cost Allocation Guidelines and is unable to obtain agreement from the other party for such changes, then the party desiring changes may petition the IURC for the desired changes and bear the burden of proving that such changes are in the public interest. However, such petitions shall not be filed without first attempting to obtain the agreement of the other party. Subject to the following sentence, anyone else seeking a change to these Cost Allocation Guidelines may also petition the IURC and would bear the burden of proving that the proposed changes are in the public interest. However, any such petition shall not be filed without the Utility and the OUCC first being notified and given a reasonable opportunity to consider the proposed change. The Commission may also make modifications to these Cost Allocation Guidelines on its own motion, after notice and hearing.

These Cost Allocation Guidelines should be read in conjunction with the “Affiliate Guidelines” developed by the OUCC and Utility and also approved by the Commission in Cause No. 41465. Subject to Section H of the Settlement Agreement in Cause No. 41465, the Affiliate Guidelines and the Cost Allocation Guidelines govern all current and future affiliate relationships between the Utility and its Affiliates, with the limited exception that the Commission may approve an Affiliate contract that differs from these Guidelines if the Utility files a petition requesting an exception from the Guidelines and satisfies its burden to demonstrate that such contract is in the public interest considering all relevant factors, including, but not limited to, price of service and the impact on competition.

The following Cost Allocation Guidelines govern the allocation of costs associated with “shared corporate support and administrative services” which have been defined in the definition section of the Affiliate Guidelines and which may be shared with other companies/affiliates within the Vectren organization. By their nature, these costs are associated with functions and operations that are shared and not separate. The allocation methods should apply to those Utility Affiliates who share corporate support and administrative functions in order to prevent subsidization from the regulated Utility and ensure equitable cost sharing among the regulated Utility and its Affiliates. The pricing of “shared corporate support and administrative services” to the Utility shall be based on cost and be in accordance with these Cost Allocation Guidelines.

Effective: March 15, 2006

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

B.2. DEFINITIONS

See the definitions section of the Affiliate Guidelines for the definitions of terms used in the Affiliate Guidelines and the Cost Allocation Guidelines.

B.3. GUIDELINES

1. No Cross-Subsidies. The Utility shall not subsidize Affiliates or non-regulated activities.
2. The Utility shall maintain and utilize an accounting system and records that identify and appropriately allocate costs between the Utility and its Affiliates.
3. The Utility's costs for jurisdictional rate purposes shall reflect only those costs attributable to its jurisdictional customers.
4. The Utility and all Affiliates that share corporate support and administrative services shall maintain documentation including organizational charts, accounting bulletins, procedure and work order manuals or other related documents, which describe how costs are allocated between regulated and non-regulated services or products.
5. Affiliates shall be charged an appropriate and reasonable allocation of all shared corporate support and administrative costs incurred on their behalf. These costs include, but are not limited to, those associated with shared facilities and other corporate overheads.
6. To the maximum extent practicable, shared corporate support and administrative costs should be accumulated and classified on a direct cost basis for each asset, service or product provided.
7. The shared corporate support and administrative costs that cannot be directly assigned per item (6) above, should to the maximum extent possible be allocated to the Utility and its Affiliates and to the services or products to which they relate using relevant allocators which best reflect or consider the cost causative characteristics of the product/service being provided.
8. Where allocation/assignment pursuant to (6) and (7) is not practical, general allocation factors shall be utilized to allocate all remaining costs between the Utility and its Affiliates and between service and product lines ultimately provided by the Utility and its Affiliates.
9. The allocation of capital costs between the Utility and its Affiliates (incurred in the provision of "shared corporate support and administrative" services) shall be based on the following:
 - a. The cost of capital used for such allocations shall equal the Utility's weighted average cost of capital as last found by the Commission.

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

- b. Depreciation shall be charged on a straight-line basis. Depreciation rates used for such allocations shall be consistent with the expected useful life of the asset(s) and in accordance with generally accepted accounting principles and regulatory accounting requirements, as applicable.
10. The Utility and its Affiliates shall maintain separate books and records, which shall be available for Commission inspection consistent with Indiana Law.
11. The OUCC and its agents shall have access to officers and employees and access to the books and records of the Utility and its Affiliates as reasonably necessary to ensure compliance with the Affiliate Guidelines, the Cost Allocation Guidelines and Title 8 of the Indiana Code. If disputes arise regarding the reasonableness of the timing or scope of requested access to Affiliate and Utility books and records, if not resolved by the parties, then such disputes may be presented to the Commission through use of an alternative dispute resolution process as agreed upon by the OUCC and Utility. During this process, Utility shall bear the burden of demonstrating the unreasonableness of the OUCC's request. In seeking a resolution of access disputes, the parties agree that time is of the essence, and the intent of the parties is that the Commission's review of such disputes will be facilitated by the parties so that the review can be as expeditious as possible.
12. The cost assignment/allocation methodologies discussed herein are applicable to shared corporate support and administrative services. The Utility's procurement of all other goods, services, assets or other resources shall be on competitive terms, consistent with the public interest and in compliance with the Affiliate Guidelines and the Cost Allocation Guidelines.

B.4. AUDIT REQUIREMENTS

Each year an independent auditor appointed by the OUCC shall do an audit. OUCC staff members may assist the auditor. The purpose of the audit shall be to ensure that the Utility complies with these Cost Allocation Guidelines. Any violations of the Cost Allocation Guidelines shall be noted and explained in the auditor's report, a copy of which shall be provided to the Utility, the Commission and the OUCC. Vectren shall annually contribute up to \$50,000 toward the auditor's costs/fees.

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

B.5. CUSTOMER CALL HANDLING PROCESS

Outline of Customer Call Handling Guidelines and Infrastructure

In order to provide for the operation of an efficient, high quality call center operation that handles customer calls and information in a manner consistent with the terms of the Affiliate and Cost Allocation Guidelines, this outline has been developed. The intent is to describe the guidelines for customer call handling and the requirements for separation between staff handling calls about regulated services and staff handling calls about non-regulated services. The key components include:

- **Staffing** A separate non-regulated service call handling staff including a separate exempt supervisory leader is required.
- **Separation** Personnel devoted to handling calls related to regulated utility service will be physically separated from personnel handling non-regulated service calls through, at a minimum, the use of high height partitions and panels.
- **Data** A data firewall will be created to require customer permission before non-utility related staff can access utility customer records. Acquisition of utility customer usage and billing history data will be with customer permission and consistent with Specific Affiliate Guidelines 9 and 10.
- **Costs** Call center costs will be allocated per the Cost Allocation Guidelines. Any charges made to providers of non-regulated services will be reasonable and non-discriminatory.
- **Process** Attached are summary call handling flowcharts and a script which have been developed to more specifically describe the process to be used in the event that the utility offers an energy choice program to its residential and small commercial customers in the future.
- **Monitoring** The IURC and OUCC will be able to monitor compliance with the Guidelines through the provision of access to customer calls. The IURC and OUCC (or their agents) will also be able to make on site visits and inspections of call center facilities.

Effective: March 15, 2006

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

B.6. CUSTOMER CALL HANDLING SCRIPT

For Inquiries Regarding Non-Regulated Energy Services

Mr./Ms. Customer,

I am very sorry but I can't directly handle this for you, but I can get you in touch with somebody who can.

I can give you a telephone number from which you can get more information about the providers of these services, including our affiliate _____. This telephone number is: *(give telephone number)*. If you have access to the web you can get this information on the web site. The web site address is: *(give web address)*.

[If you prefer, I can transfer your call now to one of these service providers. *(see note)*

By the way, the providers may want to review your customer records. Do we have your consent to release this information at their request?

Note: The paragraph references call transfers and will only be part of the script if Vectren can offer the call transferring

IMAGE UNAVAILABLE

IMAGE UNAVAILABLE