



LARGE FILING SEPARATOR SHEET

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18-0299-GA-ALT
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**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Vectren)	
Energy Delivery of Ohio, Inc., for Approval)	18-0049-GA-ALT
of an Alternative Rate Plan)	

In the Matter of the Application of Vectren)	
Energy Delivery of Ohio, Inc. for Approval of)	18-0298-GA-AIR
an Increase in Gas Rates)	

In the Matter of the Application of Vectren)	
Energy Delivery of Ohio, Inc., for Approval)	18-0299-GA-ALT
of an Alternative Rate Plan)	

STIPULATION AND RECOMMENDATION

Ohio Adm. Code 4901-1-30 provides that any two or more parties to a proceeding may enter into a written stipulation covering the issues presented in such proceeding. The purpose of this document is to set forth the understanding and agreement of Vectren Energy Delivery of Ohio, Inc. (VEDO or the Company), the Staff of the Public Utilities Commission of Ohio (Staff) (which, for the purpose of entering into this Stipulation and Recommendation, will be considered a party by virtue of Ohio Adm. Code 4901-1-10(C)), the City of Dayton (Dayton), the Environmental Law & Policy Center (ELPC), Federal Executive Agencies (FEA), Honda of America Mfg. (Honda), Interstate Gas Supply, Inc. (IGS), the Office of the Ohio Consumers' Counsel (OCC), Ohio Partners for Affordable Energy (OPAE), and the Retail Energy Supply Association (RESA) (collectively, for those parties that have signed below, the Signatory Parties), and to recommend that the Public Utilities Commission of Ohio approve and adopt this Stipulation and Recommendation (Stipulation), as part of its Opinion and Order, resolving all of the issues in the above-captioned proceeding.

This Stipulation, which shall be designated as Joint Exhibit 1.0, is supported by adequate data and information; represents, as an integrated and complete document, a just and reasonable

resolution of all issues in this proceeding; violates no regulatory principle or precedent; is in the public interest; and is the product of lengthy, serious bargaining among knowledgeable and capable parties who represent various interests and stakeholders in a cooperative process undertaken by the Signatory Parties. While this Stipulation is not binding on the Commission, where, as here, it is sponsored by parties representing a significant cross section of interests, including the Commission's Staff, it is entitled to careful consideration by the Commission.

Except for enforcement purposes, neither this Stipulation nor the information and data contained herein or attached hereto shall be cited as precedent in any future proceeding for or against any Signatory Party, or the Commission itself if it approves this Stipulation and Recommendation.

For purposes of resolving certain issues raised in this proceeding, the Signatory Parties stipulate and recommend as follows:

1. The Signatory Parties agree that the Company's current rates, collected from its customers, are no longer sufficient to yield a reasonable compensation for the services rendered and are therefore unreasonable.

2. Unless otherwise specifically provided for in this Stipulation, all rates, terms, conditions, and any other items shall be treated in accordance with the Staff Report filed in these cases on October 1, 2018 (Staff Report). If any proposed rates, charges, terms, conditions, or other items set forth in VEDO's applications in the above-captioned cases (collectively, Application) are not addressed in the Staff Report or this Stipulation, the proposed rate, charge, term, condition, or other item shall be treated in accordance with the Application.

3. VEDO shall be granted a net base rate increase of \$22,730,487. The rates and charges set forth in VEDO's tariffs shall be amended to increase annual operating revenue accordingly, effective with services rendered on and after the filing of such tariffs with the

Commission. The recommended total net base rate revenue increase provides reasonable compensation for the services rendered. The value of all of VEDO's property used and useful for the rendition of service to its customers, determined in accordance with R.C. 4909.05 and 4909.15, Revised Code, as of the approved date certain of December 31, 2017, is \$622,297,988 as shown on Joint Exhibit 2.0. The revenue requirement reflects 7.48% as a reasonable rate of return on rate base, as reflected in Joint Exhibit 2.0, and includes the revenue requirement adjustments to the Staff Report set forth in Joint Exhibit 2.0.

4. *Property Tax Expense.* The Signatory Parties recommend that the following provisions applicable to the recovery of property tax expense be approved:

- a. In accordance with R.C. 4909.15(D), the stipulated base rates include property tax expense reasonably expected to be paid within the 12 months following the test period. The amount of property tax expense included in the stipulated base rates is \$16,505,566.
- b. In accordance with R.C. 4909.191, in the event VEDO's actual property tax expense in the 12 months following the test period, represented as the total of all property tax bills received and paid through September 30, 2019, is less than the amount included in the stipulated base rates, VEDO shall, no later than ninety days after actual data regarding the actual property tax expense becomes known, submit to the Commission proposed base rate adjustments that provide for the recalculation of the stipulated base rates, reflective of customer-class responsibility, corresponding to the differences, if any, between the incorporated adjustments to revenues and expenses and the actual revenues and expenses associated with the property tax expense. Reconciliation adjustments, if any, shall be carried out in compliance with R.C. 4909.191.

c. In the event VEDO's actual property tax expense is greater than the amount included in the stipulated base rates, VEDO shall not propose any rate or charge adjustment.

5. *Late Filed Exhibits: Rate Case Expense and Remaining Distribution Accelerated Risk Reduction (DARR) Program Deferral Balance.* The Signatory Parties recommend that the following provisions applicable to the recovery of rate case expense and deferred DARR balances be approved.

a. The revenue increase described in paragraph 3 of this Stipulation incorporates the expense associated with a five-year amortization of (i) an assumed level of rate case expense as specified in Joint Exhibit 2.0, Schedule C-3, and (ii) the deferred DARR balance as of December 31, 2018.

b. With respect to rate case expense: VEDO shall file an updated Schedule C-3 within ten days of the date that the hearing is concluded or that reply briefs are filed, whichever is latest. Any increase or decrease in the assumed level of rate case expense shall be flowed through to the revenue requirement recommended for approval in this Stipulation and reflected in base rates.

c. With respect to the deferred DARR balance: In accordance with Case No. 15-1741-GA-AAM, VEDO is authorized to defer DARR expenses until the date new base rates are placed into effect. The Signatory Parties recommend that the Commission authorize in this case the recovery in base rates of the remaining DARR expenses deferred from January 1, 2019, until no later than the effective date of rates and charges stipulated in this proceeding (the Remaining DARR Balance). At the time it files compliance tariffs, VEDO may incorporate the Remaining DARR Balance into the stipulated base rates. At that time, VEDO shall file a late-filed exhibit providing (i)

DARR costs incurred from January 1, 2019, through a date no later than the date rates are placed into effect, and (ii) a schedule or other information demonstrating that the stipulated base rates were properly adjusted.

d. Any update and adjustment under this paragraph shall be subject to the same five-year amortization period, class allocations, and other rate treatment accorded to those items in the stipulated revenue requirement reflected in Joint Exhibit 2.0.

e. VEDO shall confer with Staff before adjusting and filing base rates under this paragraph.

6. *Conservation Program.* The Signatory Parties recommend that the following provisions applicable to VEDO's gas conservation and energy efficiency programs (EE Programs) and the associated expenses (EE Expenses) be approved:

a. The stipulated base rates include no EE Expenses.

b. Following the approval of this Stipulation, VEDO shall adjust the Energy Efficiency Funding Rider (EEFR) to reflect the removal from base rates of the previously approved funding level of \$4 million. At this point, the EEFR will recover 100 percent of previously approved EE Expenses. Unless otherwise ordered by the Commission, the EEFR shall thereafter be the means by which VEDO recovers all approved EE Expenses. VEDO shall annually file to update the EEFR under the timeline and procedures currently in effect. In addition to any other reconciliation or adjustment that may be appropriate, the update filed in 2020 to recover 2019 EE Expenses shall include an adjustment or reconciliation to the extent necessary to account for any over- or under-recovery of EE Expenses related to the transition in recovery from base rates to the EEFR in 2019, which amounts shall be accounted for in the variance calculation.

c. Unless the Commission orders otherwise, the VEDO Collaborative will continue to meet and function under its existing responsibilities and procedures regarding the selection, management, and review of EE Programs for programs delivered through December 31, 2020. Beginning not later than July 31, 2019, VEDO shall confer with Staff and any interested parties, including OCC, regarding its EE portfolio and EE funding. If VEDO, Staff, OCC, and any other interested parties are able to negotiate and file an unopposed stipulation by October 1, 2019, VEDO agrees that such stipulation shall request Commission approval of an EE portfolio and EE funding to take effect beginning January 1, 2020. If an unopposed stipulation is not filed by that time, EE programs and EE funding through December 31, 2020, shall continue under the existing model and procedures, and VEDO shall file an application or similar pleading by November 30, 2019, in accordance with the following provisions:

- i. Such application shall seek Commission approval for an EE portfolio and EE funding to take effect beginning 2021.
- ii. VEDO may propose an annual performance incentive in the 2019 application; any Signatory Party may support or oppose such incentive in its sole discretion.
- iii. VEDO may propose annual funding in excess of \$5.6 million in the 2019 application; any Signatory Party may support or oppose such incentive in its sole discretion.

7. *Distribution Replacement Rider*. The Signatory Parties recommend that the following provisions applicable to the Distribution Replacement Rider (DRR) and Bare Steel/Cast Iron Replacement Program (Replacement Program) be approved:

- a. The DRR balance as of December 31, 2017, is included in the stipulated base rates. At the time it files compliance tariffs implementing the stipulated base rates,

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VEDO shall file an updated DRR reflecting the removal of DRR investments through December 31, 2017, leaving any remaining unrecovered over- or under-recovery variances within the DRR. VEDO shall provide supporting schedules for this adjustment to Staff on request.

b. The extension of the DRR and Replacement Program for six years (for investment from January 1, 2018, through December 31, 2023), and the following rate caps, shall be approved as proposed in VEDO's Application:

<u>Rate Effective Period</u>	<u>DRR Investment Period</u>	<u>Residential Rate Cap</u> (per customer, per month)
September 1, 2019–August 31, 2020	As of December 31, 2018	\$2.50
September 1, 2020–August 31, 2021	As of December 31, 2019	\$5.00
September 1, 2021–August 31, 2022	As of December 31, 2020	\$7.50
September 1, 2022–August 31, 2023	As of December 31, 2021	\$10.00
September 1, 2023–August 31, 2024	As of December 31, 2022	\$12.00
September 1, 2024–August 31, 2025	As of December 31, 2023	\$13.75

c. VEDO shall continue to employ prudent and reasonable cost controls, including competitive bidding processes; system planning; and negotiation with municipalities regarding permitting, restoration, fees, and other requirements. Staff may investigate and make recommendations regarding such measures in VEDO's annual cost recovery filings.

d. Unless the Commission orders otherwise, VEDO shall attempt to complete the Replacement Program by December 31, 2023, and VEDO's authority to recover the costs

of the Replacement Program via the DRR shall terminate with investments made after that date. In each annual filing to update the DRR, VEDO shall provide testimony updating the Commission on the progress of the Replacement Program and expectations for completion by December 31, 2023. VEDO may at any time propose an extension of the Replacement Program beyond 2023, an expansion of the scope of the Replacement Program, and/or other modifications to the terms and conditions of the Replacement Program and the DRR. The Signatory Parties acknowledge that while the Pipeline and Hazardous Materials Safety Administration may require an increased emphasis on particular infrastructure, it does not automatically mean that replacement of such infrastructure deserves accelerated cost recovery. Any such extension, expansion, or modification must be applied for in an application filed pursuant to R.C. 4929.05 at the Commission, in which VEDO shall bear the burden of proof. VEDO shall confer with Staff prior to filing any such extension, expansion, or modification, and Staff reserves the right to recommend that any such extension, expansion, or modification be filed in conjunction with an application to increase base rates or be approved only on condition of the future filing of such application.

e. The Company shall accrue and recover post-in-service carrying costs (PISCC) at the rate of 5.07 percent (the long-term cost of debt) for the accumulated infrastructure investment amounts in the DRR from the date that the applicable assets are placed in service until the effective date of the next DRR monthly charge.

8. *Capital Expenditure Program (CEP) Rider*. The Signatory Parties recommend that the following provisions applicable to the CEP and CEP Rider be approved:

a. The CEP Rider shall be approved. VEDO shall file a CEP Rider, set at zero, at the time it files compliance tariffs implementing the stipulated base rates. The CEP deferred

balance as of December 31, 2017, and the assets underlying such balance, are included in the stipulated base rates.

b. VEDO's initial filing to establish a rate for the CEP Rider shall reflect the remaining deferred balance as of December 31, 2018. VEDO shall propose that the CEP Rider be recovered via a fixed charge per customer per month for residential customers (Rates 310/311/315) and General Service – Group 1, and via a volumetric charge (per CCF) for all other Rate Schedules.

c. As reflected in the illustrative calculation attached to the Stipulation as Joint Exhibit 3.0¹, the CEP Rider will recover:

i. A return on the cumulative deferred balance, inclusive of deferred depreciation, property tax expense, and post-in-service carrying costs (PISCC), offset by any incremental revenue generated by CEP investments. Starting in year 2 of the CEP Rider, the deferred balance will be reduced by the amortization (see 8.c.ii) recovered in the CEP Rider over the previous year. The total deferred balance will be reduced by accumulated deferred income taxes, representing 21 percent of the deferred depreciation and deferred PISCC balance. The rate of return will be set at the pre-tax rate of return of 8.81 percent.

ii. The deferred balance, amortized over the life of the investment, at an annual rate of 1.61 percent.

d. The CEP Rider shall be subject to a cap of \$1.50 per month per residential customer (Rates 310/311/315) (the CEP Rate Cap). The CEP Rider Annual Revenue

¹ Joint Exhibit 3.0 reflects illustrative amounts used only to show how the calculation of the CEP Rider will be prepared annually. The amounts listed on this exhibit are not estimated amounts, and do not represent annual caps to be applied to the CEP. The CEP Rider will be capped by the provisions set forth in paragraph 8.d.

Requirement will reflect the return on and recovery of the cumulative deferred balance, starting January 1, 2018, through the date of each filing of the CEP Rider. At such time as the CEP Rate Cap is reached, VEDO shall cease accruing CEP-related deferrals until such time that VEDO files an application or applications under R.C. 4909.18, 4929.05, or 4929.11 (i) to incorporate into base rates the CEP Rider revenue requirement, and (ii) to recover a return on and of the assets underlying the CEP deferrals. For purposes of this requirement, VEDO's application shall be considered filed as of the date VEDO files a notice of its intent to file a recovery application or applications.

e. The following schedule shall apply to all annual CEP Rider recovery filings thereafter unless modified by the Commission, with the exception of the initial filing, as discussed below:

<u>Date</u> ²	<u>Activity</u>
March 1	File CEP Rider Application
July 1	Staff Report
July 15	Motions to Intervene and Comments by VEDO and Other Parties
July 31	Notification Whether Issues Raised in Comments Have Been Resolved
August	Hearing
September 1	Rate Effective Date

f. If an Order approving the Stipulation has been issued on or before March 1, 2019, the preceding schedule shall control, except that VEDO's 2019 CEP Rider Application shall be filed no later than April 1, 2019. If an Order approving the Stipulation has not been issued on or before March 1, 2019, VEDO shall confer with Staff to determine an

² All dates subject to R.C. 1.14 or a successor statute.

agreed-upon procedural schedule and include a request to establish such schedule as part of the 2019 CEP Rider Application.

g. To the extent included within the CEP, PISCC shall be accrued and recovered at the rate of 5.07 percent.

h. VEDO shall not be required to create a depreciation offset as recommended in the Staff Report, provided that VEDO continue to net out retired assets in the calculation of deferred depreciation expense, as described in the Supplemental Testimony of VEDO witness J. Cas Swiz in this proceeding and as approved in Case Nos. 12-530- and 13-1890-GA-UNC.

i. VEDO shall not propose that the CEP Rider include a Shared Asset Charge (SAC), or a charge similar to the SAC, as described in VEDO's Application and Direct Testimony in Case No. 18-0049-GA-ALT. VEDO may propose the inclusion of an SAC or a similar charge in the CEP Rider or a similar rider in its next application to increase base rates; no Signatory Party is obliged to support the inclusion of such a charge.

j. The PUCO Staff or its designee will perform a review of VEDO's filing, every one to two years in its discretion, to determine the necessity, prudence, lawfulness, and reasonableness of the CEP Investment for the prior calendar year. The new CEP Rider rate shall become effective by the September 1 following the filing of that year's application unless the Staff Report finds VEDO filing to be unjust and unreasonable, or if any other party granted intervention by the Commission files an objection to VEDO's annual filing or Staff's review, that is not resolved by VEDO by July 31 of each year (or other deadline for resolution of issues, if applicable). If the Staff Report finds that VEDO's application is unjust or unreasonable, or any other party granted intervention by the Commission files an objection to VEDO annual filing or Staff's review that is not

resolved by July 31 (or other deadline for resolving issues if applicable), VEDO may propose an expedited hearing process in order to effectuate, to the extent practicable, the implementation of the CEP Rider rates by September 1, or the first day following the Commission's decision. Each application to revise the CEP Rider rates through the use of this process shall true-up revenues collected with revenues estimated in future filings.

9. *Tax Reform.* The Signatory Parties acknowledge that the application filed by VEDO in Case No. 19-0029-GA-ATA proposes to amortize and flow back to customers through a Tax Savings Credit Rider (TSCR) VEDO's net normalized and non-normalized accumulated excess deferred income (EDIT) tax savings and VEDO's federal income tax expense savings from January 1, 2018, until new rates are approved in this pending base rate case proceeding. The annual amortization of the respective normalized and non-normalized EDIT balances, the rate design of the TSCR, and other issues associated with the flow back of tax savings shall be addressed in the application in Case No. 19-0029-GA-ATA and implemented in accordance with the Commission's Order in that case.

10. *Rate Case Filing Requirement.* VEDO shall be required to file an application to increase base rates with a date certain no later than December 31, 2024. For purposes of this requirement, VEDO's application shall be considered filed as of the date VEDO files a notice of its intent to file an application for an increase in rates. VEDO shall comply with the following provisions in submitting such application:

- a. With respect to the recommendation of the Staff Report at page 12, VEDO shall submit a depreciation study for all its gas plant accounts as part of the application to increase base rates.

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- b. With respect to the recommendation of the Staff Report at page 9, VEDO shall confer with Staff prior to filing regarding the presentation and treatment of rider revenues.
- c. With respect to the recommendation of the Staff Report at page 45, VEDO shall include as part of the S-4.2 Schedule in the application a description of any material alteration in the budgeting processes reviewed by Staff in this case.
- d. The base rates for which VEDO seeks approval shall additionally incorporate both of the following: (i) the CEP Rider revenue requirement as of the date certain of that case, and (ii) a return on and of the assets underlying the CEP deferrals that are used and useful on the date certain of that case. In the event VEDO fails to timely file an application to increase base rates in accordance with this paragraph 10, or fails to comply with the requirements of this paragraph 10.d., VEDO shall cease accruing CEP-related deferrals, and shall promptly file revised tariff sheets that revise CEP Rider rates to \$0.00, until such time that VEDO files an application in compliance with these requirements. VEDO's deferral authority granted in Case Nos. 12-530-GA-UNC, 12-531-GA-AAM, 13-1890-GA-UNC, and 13-1891-GA-AAM shall remain unchanged for assets placed in service beginning January 1, 2025, and beyond so long as VEDO meets the commitments in this paragraph 10 and 10.d.
- e. VEDO shall commit to discuss with Staff and any interested Signatory Parties the following: (a) adjusting the timing of the filing of the annual Distribution Replacement Rider (DRR) so that it coordinates with the filing of the annual CEP Rider; (b) whether the CEP Rider and the DRR should be combined into one rider; (c) the future of the CEP Rider and DRR; and (d) how audits of rider charges could be improved for consumers.

11. *VEDO Tariff*. The Signatory Parties recommend that the Commission approve the following provisions regarding VEDO's Tariff for Gas Service (Tariff):

- a. VEDO shall include a provision in its Tariff authorizing one meter test every three years without charge to the customer even if the meter is deemed accurate. VEDO shall include in its customer rights and responsibilities updated information regarding the provision of such test, and include information regarding such test in call center scripts or other customer service job aids applicable to speaking with customers of the right to request a meter test. VEDO shall confer with Staff regarding the contents of such information within 60 days of the approval of this Stipulation by the Commission. The Signatory Parties acknowledge that VEDO's test year includes neither estimated nor actual costs associated with the implementation of this provision. The Signatory Parties agree that VEDO is not prohibited from requesting in a separate proceeding accounting authority to defer and/or authority to recover incremental costs associated with the implementation of this provision. Any Signatory Party may otherwise support or oppose such request for authority to defer or recover in its sole discretion.
- b. The following language proposed for inclusion in VEDO's tariff shall not be approved: "Company may, prior to initiating Gas Service and at other reasonable times, require Applicant to establish that Applicant is the owner or bona fide lessee of the Premises."
- c. The proposal to adopt the Multi-Family Pilot Program shall not be approved. VEDO may propose the approval of the same or a similar program no sooner than the time it files its next application to increase base rates; if such approval is sought, no Signatory Party is obliged to support the approval of such a program.

d. The proposal to adopt the Energy Conversion Factor (ECF) shall be approved in accordance with the recommendations in the Staff Report.

e. The proposal to adopt straight fixed variable (SFV) rate design for General Service Group 1 customers shall be approved, subject to the following modifications:

- i. The amount of the Group 1 charge shall be as set forth in Joint Exhibit 4.0.
- ii. Group 1 customers using more than 300 MCF during the test period shall be transferred to General Service Group 2 as soon as practicable and not later than 90 days after the date that the stipulated base rates are placed into effect.
- iii. As reflected in Joint Exhibit 4.0, in addition to other eligibility requirements, the General Service Group 1 rate schedule shall be limited to customers with estimated load of 300 MCF or less per year.

12. *Community Support Commitments.* VEDO shall commit to partner with the City of Dayton with respect to the following community support initiatives:

a. Beginning within 30 days of the Commission's approval of this Stipulation, VEDO will make available, including through an affiliate, not less than \$75,000 per calendar year until an order is issued by the Commission approving new rates in VEDO's next base rate case to be used at the City's reasonable discretion to assist in or support economic development within Dayton, as set forth below and subject to the following terms and conditions.

- i. Subject to paragraph 12.a.iii., these funds will be provided directly towards the economic or neighborhood development projects identified by Dayton, provided that such neighborhood development projects involve neighborhoods that VEDO currently serves or to which VEDO plans to provide service. Those projects could include, among other things, contributions to the Montgomery

County Port Authority PACE program for qualifying projects in the City of Dayton, charitable contributions to economic and neighborhood development programs targeted at low income residents, or other projects to be identified by Dayton.

- ii. If any funds remain unspent during any calendar year, then those unspent funds will roll forward to the following calendar year and remain available during that succeeding year. In no event, however, shall any unspent funds in excess of \$75,000 roll forward into a succeeding calendar year. Any such unspent funds in excess of \$75,000 shall be retained by VEDO.
- iii. While the parties intend for Dayton to decide where these economic development funds should be spent, VEDO has the right to refuse to make any payments that in VEDO's reasonable discretion would constitute, result in, or otherwise support a violation of any written corporate policy that has been adopted by the board of directors of VEDO, of any company to which VEDO is subsidiary, including VEDO's ultimate parent company, or of the Vectren Foundation or a successor entity. In that circumstance, the parties will work together using reasonable efforts to identify one or more alternative project(s) that are mutually agreeable. If despite reasonable efforts the parties are unable to find any mutually agreeable projects for any given calendar year, Dayton may either roll forward the funds into the following calendar year in accordance with paragraph 12.a.ii. or may direct that the funds be contributed to CityWide Development Corporation or a successor entity.

iv. Beginning not later than December 31, 2019, and continuing annually thereafter in any year in which funding has been provided under this section, Dayton shall provide an annual report to VEDO that does all of the following:

1. Provides a status update on any projects for which any funding has been provided at any time under paragraphs 12.a.i. or 12.a.iii.; and
2. Addresses any other matter that may be reasonably requested by VEDO.

Notwithstanding any other provision in this Stipulation to the contrary, VEDO shall have no obligation to make additional funding available in 2020 or any subsequent year if an annual report has not been provided for any prior year.

b. To engage in discussions with Dayton to formalize mutually agreeable terms to establish a committed partnership in furtherance of economic development in Dayton, including such terms as may be necessary and desirable to foster community sustainability, and volunteerism.

13. *Economic Development Projects.* VEDO shall consult with Dayton regularly or on request to identify economic development projects eligible for inclusion within an infrastructure development rider located within the boundaries of Dayton or at such other location as Dayton may desire.

a. Within a reasonable time after identifying a mutually agreeable economic development project or projects, VEDO shall file both of the following:

- i. If such a rider has not been previously established, an application to establish an infrastructure development rider under R.C. 4929.161 and Ohio Adm. Code 4901:1-43-04.

- ii. An application for approval of the economic development project or projects, including Site Ohio certified projects, under R.C. 4929.163 and Ohio Adm. Code 4901:1-43-03.
- b. If requested by VEDO, Dayton shall reasonably cooperate with and support the filing of such applications, including the filing of written comments in support of such applications. Dayton shall not be required to intervene in any Commission proceeding as part of this cooperation, although VEDO may request that Dayton do so.
- c. VEDO shall use reasonable efforts to file and prosecute such applications, and such activities shall be at VEDO's sole cost.
- d. Notwithstanding paragraph 13.c., Dayton acknowledges that the approval or denial of such applications is within the power of the Commission and VEDO makes no guarantee or representation that the same shall be approved.

14. *Dayton EE Program Workshops.* VEDO shall endeavor to sponsor EE workshops within the City of Dayton in accordance with the following provisions.

- a. In its 2019 filing to establish an EE portfolio pursuant to paragraph 6.c. of this Stipulation, VEDO shall propose the following programs:
 - i. Up to two workshops per year on energy efficiency within Dayton targeted to eligible industrial and commercial customers. At such workshops, VEDO will present information on programs that are available for industrial and commercial customers to reduce usage and to opt-in to VEDO programs for which such customers may be eligible. VEDO shall also present information regarding programs available through partnership with local organizations, including but not limited to, Property Assessed Clean Energy (PACE) and the Dayton Region Green Initiative (DRG3). Such workshops shall be scheduled at

times and places to be determined following consultation with Dayton and other interested Signatory Parties.

- ii. Up to two workshops per year on energy efficiency within Dayton targeted to residential customers. At such workshops, VEDO will present information on programs that are available for homeowners to reduce usage and to opt-in to VEDO programs for which such customers may be eligible. Such workshops shall be scheduled at times and places to be determined following consultation with Dayton and other interested Signatory Parties.
- iii. Any other programs that VEDO and Dayton mutually agree on proposing for inclusion within VEDO's EE Program portfolio.

b. Notwithstanding anything to the contrary in this Stipulation, VEDO shall propose such funding levels as may be necessary to accommodate the programs described in paragraph 14.a.

c. If requested by VEDO, Dayton shall reasonably cooperate with and support the filing of the application described in paragraph 6.c. VEDO shall use reasonable efforts to file and prosecute such applications, and such activities shall be at VEDO's sole cost. Notwithstanding this paragraph, Dayton acknowledges that the approval or denial of such application is within the power of the Commission, and VEDO makes no guarantee or representation that the same shall be approved.

15. *Marketer and Supplier Provisions.* The Signatory Parties recommend approval of the following provisions on the condition that both IGS and RESA have either signed this Stipulation or filed a letter in these dockets submitting a signature on this Stipulation not later than 30 minutes prior to the start of the hearing in this proceeding on January 7, 2019. If the

foregoing conditions are not satisfied, the provisions in this paragraph shall be deemed null and void.

- a. Tariff Issues. The Signatory Parties recommend that the Commission adopt certain tariff changes reflected in Joint Exhibit 5.0 to this Stipulation. The redline changes in Joint Exhibit 5.0 modify in some instances and are incremental in other instances to the proposed tariff changes reflected in Schedule E-2.1 in the Company's Application.
- b. SCO Supplier Coordination Issues. The Company agrees to continue its coordination with Standard Choice Offer (SCO) Suppliers and customers served under the SCO. To this end, the Company agrees that its call center will transfer a call from an SCO customer to its SCO Supplier, or identify the relevant SCO Supplier contact information for the SCO customer, when in the Company's reasonable discretion the Company determines that the SCO customer has specific questions with respect to or in relation to the SCO and that it is reasonable under the circumstances of the call to either transfer the call or direct the SCO customer to the applicable SCO Supplier. Staff shall inquire whether SCO suppliers are currently sending welcome letters to customers as required. Staff shall provide the results of its inquiry to signatory parties.
- c. Exit the Merchant Function. The Company agrees to meet periodically with interested parties to discuss in good faith an exit of the merchant function. The Company agrees to participate in the first of these interested party meetings within 120 days of the approval of the Stipulation and at least three times annually thereafter until the earlier of the filing of an application to exit the merchant function or the filing of the Company's next rate case. Notwithstanding any provision of the Stipulation to the contrary, the

Company agrees to participate in these meetings with interested parties regardless of the outcome of the Commission's review of this Stipulation.

d. Billing Enhancements. The Company agrees to meet periodically with interested parties and to discuss in good faith billing enhancements for which implementation and/or resolution will support the policies enumerated in R.C. 4929.02. The Company agrees to participate in the first of these interested party meetings within 120 days of the approval of the Stipulation and at least three times annually thereafter until the filing of the Company's next rate case. Discussions will include, but are not limited to: billing system upgrades (*e.g.*, fixed bill through a rate-ready code, additional rate-ready billing codes, bill-ready billing, billing a rate based on NYMEX prices, plus or minus a value, permitting pre-payment of the commodity portion of the bill, and allowing a "zero price" rate-ready code), and access to more granular individual customer information (*e.g.*, peak day information, customers' with highest rates, plant protection level, Maximum Daily Requirement, *etc.*). Notwithstanding any provision of the Stipulation to the contrary, the Company agrees to participate in these interested party meetings regardless of the outcome of the Commission's review of this Stipulation.

The Company also agrees to review the feasibility (including availability of Company IT resources), cost, including cost-effectiveness, and prudence of upgrading its current billing system to allow the submission by Choice Suppliers of a rate code with a zero charge for the commodity of natural gas to enable each Choice Supplier to submit a dual bill for a portion of the customers in its pool, while utilizing rate-ready billing for the remainder of the customers in its pool. The Company agrees to share and discuss this review at the first customer choice and billing improvements issues interested party meeting. The Company also agrees to review and share the feasibility, cost, and prudence

of including this functionality in a successor billing system once such successor system is known or being developed.

e. Top 25 Percent List. The Company agrees to review the feasibility (including availability of Company IT resources and compliance with regulatory requirements), cost, including cost-effectiveness, and prudence of including in customer lists, or otherwise providing Choice Suppliers, as defined in the Company's tariff, a list of choice customers whose current commodity rates are in the top twenty-five (25) percent of all Choice customer rates. The Company agrees to conduct this review within 90 days of the approval of the Stipulation and to share and discuss the Company's review with Signatory Parties and other interested parties. Actual customer rates will not be included in the lists. Customers that opt-out of inclusion in the customer lists available to Choice Suppliers pursuant to the Company's tariff will be excluded from any lists that may ultimately be provided in accordance with this paragraph. To the extent determined feasible, cost-effective, and prudent, the Company will review the estimated cost and work required to make the lists available to Choice Suppliers and will provide that information to Signatory Parties and other interested parties. Costs associated with this provision shall be recovered through the customer list fee, and to the extent such fees do not cover the incremental costs associated with the provision of the top twenty five percent list, the Company has no obligation to implement this provision unless the requesting Choice Supplier pays for any incremental costs. To the extent that the top twenty-five percent list is not includable in the customer list, the Company has no obligation to implement this provision unless the requesting Choice Suppliers pay for any incremental costs.

f. Customer Peak Day Information. The Company agrees to review the feasibility (including availability of Company IT resources, and compliance with regulatory requirements), cost, including cost-effectiveness, and prudence of providing Pool Operators with peak day information for Rate 345 and Rate 360 customers under the Company's current and subsequent IT infrastructure as part of an electronic file, or similar approach. Within 120 days of approval of the Stipulation the Company agrees to share and to discuss the results of its review with Signatory Parties and other interested stakeholders. If the Company determines that such data sharing is feasible, cost-effective, and prudent, the Company agrees to use good faith efforts to implement such a change. The sharing of such customer peak day information is also contingent on Pool Operator having or obtaining customer consent for the release of the information.

g. Customer Choice and Billing Upgrades in ETC Rider. The Signatory Parties acknowledge that cost recovery under the ETC Rider can include billing system upgrades described above or identified pursuant to the sections titled Customer Peak Day Information and Billing Enhancements. If an identified improvement and upgrade under those sections is determined to be feasible, cost-effective, and prudent by the Company, the Company shall use good faith efforts to implement the improvement before the next base distribution rate case. Operation and maintenance expenses and capital investments recoverable under the ETC Rider for such improvements are subject to an audit and an aggregate cap not to exceed \$850,000. The return associated with the capital investment is not subject to the \$850,000 cap. To the extent that implementation of any such improvement and upgrade would exceed the \$850,000 cap, the Company may but has no obligation to implement any such improvement or upgrade. In the event the Company elects not to implement any improvement or upgrade as a result of the cap, it will meet

with interested Signatory Parties to discuss its rationale and to discuss options for cost recovery which such options may include, but are not limited to, the Company filing an application seeking approval for cost recovery for amounts that exceed the \$850,000 cap.

16. The Signatory Parties agree and recommend that the Commission approve final tariffs in the form of Joint Exhibit 4.0. These tariffs will go into effect on a service-rendered basis immediately after the Commission approves this Stipulation.

17. The Signatory Parties hereby withdraw their respective Objections to the Staff Report of Investigation, which were filed on October 31, 2018. Such Objections may be reinstituted if the Commission rejects this Stipulation in whole or in part.

18. The Signatory Parties agree that the following exhibits should be admitted into the record:

Joint Exhibit 1.0	Stipulation and Recommendation
Joint Exhibit 2.0	Stipulation Schedules: A-1, B-1, B-2.1, B-3, C-1, C-2, & C-3
Joint Exhibit 3.0	Illustrative CEP Rider Calculation
Joint Exhibit 4.0	Proposed Tariff
Joint Exhibit 5.0	Revisions to Supplier Tariff Provisions

19. This Stipulation is entered into as an overall compromise and resolution of all issues presented in this proceeding, and does not necessarily represent the position any Signatory Party would have taken absent its execution.

20. The Signatory Parties believe that this Stipulation represents a reasonable compromise of varying interests. This Stipulation is expressly conditioned upon adoption in its entirety by the Commission without material modification by the Commission; provided, however, that each Signatory Party has the right, in its sole discretion, to determine whether the Commission's approval of this Stipulation constitutes a "material modification" thereof. Should

JOINT EXHIBIT 1.0

the Commission reject or materially modify all or part of this Stipulation, the Signatory Parties shall have the right to apply for rehearing. If the Commission does not adopt the Stipulation without material modification upon rehearing, or if the Commission makes a material modification to any Order adopting the Stipulation pursuant to any reversal, vacation and/or remand by the Supreme Court of Ohio, then within 30 days of the Commission's Entry on Rehearing or Order on Remand any Signatory or Non-Opposing Party may withdraw from the Stipulation by filing a notice with the Commission (Notice of Withdrawal). No Signatory or Non-Opposing Party shall file a Notice of Withdrawal without first negotiating in good faith with the other Signatory and Non-Opposing Parties to achieve an outcome that substantially satisfies the intent of the Stipulation. If a new agreement achieves such an outcome, the Signatory and Non-Opposing Parties will file the new agreement for Commission review and approval. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are unsuccessful, and a Signatory or Non-Opposing Party files a Notice of Withdrawal, then the Commission will convene an evidentiary hearing to afford that Signatory or Non-Opposing Party the opportunity to contest the Stipulation by presenting evidence through witnesses, to cross-examine witnesses, to present rebuttal testimony, and to brief all issues that the Commission shall decide based upon the record and briefs. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are successful, then some or all of the Signatory and Non-Opposing Parties shall submit the amended Stipulation to the Commission for approval after a hearing if necessary.

21. This Stipulation is submitted for purposes of this proceeding only, and is neither binding in any other proceeding nor is it to be offered or relied upon in any other proceeding, except as necessary to enforce the terms of this Stipulation.

JOINT EXHIBIT 1.0

22. The Signatory Parties stipulate, agree, and recommend that the Commission issue a final Opinion and Order in this proceeding, ordering the adoption of this Stipulation, including the terms and conditions agreed to in this Stipulation by all Signatory Parties.

The undersigned hereby stipulate and agree and each represents that it is authorized to enter into this Stipulation and Recommendation on this 4th day of January 2019. This Stipulation and Recommendation may be signed in counterparts.

Vectren Energy Delivery of Ohio, Inc.

By: /s/ Andrew J. Campbell
Counsel

Date: January 4, 2019

**The Staff of the Public Utilities
Commission of Ohio**

By: /s/ Werner S. Margard, per auth.
Counsel

Date: January 4, 2019

The City of Dayton

By: /s/ N. Trevor Alexander, per auth.
Counsel

Date: January 4, 2019

The Environmental Law & Policy Center

By: _____
Counsel

Date: _____

Federal Executive Agencies

By: /s/ Maj. Andrew J. Unsicker, per auth.
Counsel

Date: January 4, 2019

Honda of America, Mfg.

By: _____
Counsel

Date: _____

JOINT EXHIBIT 1.0

Interstate Gas Supply, Inc.

By: /s/ Joseph E. Olikier, per auth.
Counsel

Date: January 4, 2019

**The Office of the Ohio Consumers'
Counsel**

By: _____
Counsel

Date: _____

Ohio Partners for Affordable Energy

By: _____
Counsel

Date: _____

The Retail Energy Supply Association

By: _____
Counsel

Date: _____

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served by electronic mail, to the following on this 4th day of January, 2019:

Werner.margard@ohioattorneygeneral.gov
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Attorney Examiners:

Gregory.price@puc.state.oh.us
patricia.schabo@puc.state.oh.us

/s/ Andrew J. Campbell

One of the Attorneys for Vectren Energy
Delivery of Ohio, Inc.

JOINT EXHIBIT 2.0
Page 1 of 19

VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0299-GA-ALT
OVERALL FINANCIAL SUMMARY
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2018

DATA: 3 MONTHS ACTUAL & 9 MONTHS ESTIMATED
TYPE OF FILING: "X" ORIGINAL ____ UPDATED ____ REVISED ____
WORK PAPER REFERENCE NO(S):

SCHEDULE A-1
PAGE 1 OF 1
WITNESS RESPONSIBLE:
J.C. SWIZ

LINE NO.		DESCRIPTION	SUPPORTING SCHEDULE REFERENCE	COMPANY APPLICATION	STAFF REPORT (LOWER BOUND)	STAFF REPORT (UPPER BOUND)	COMPANY SETTLEMENT
1		Rate Base as of Date Certain	B-1	\$ 627,591,444	\$ 621,788,925	\$ 621,788,925	\$ 622,297,988
2		Current Operating Income	C-1	\$ 24,495,855	\$ 33,784,194	\$ 33,784,194	\$ 28,590,805
3		Earned Rate of Return (Line 2 / Line 1)		3.90%	5.43%	5.43%	4.59%
4		Requested Rate of Return	D-1	7.97%	6.97%	7.49%	7.48%
5		Required Operating Income (Line 1 x Line 4)		\$ 50,019,038	\$ 43,338,688	\$ 46,571,990	\$ 46,547,889
6		Operating Income Deficiency (Line 5 - Line 2)		\$ 25,523,183	\$ 9,554,494	\$ 12,787,796	\$ 17,957,085
7		Gross Revenue Conversion Factor	A-2	1.3329539	1.2658228	1.2658228	1.2658228
8		Revenue Deficiency (Line 6 x Line 7)		\$ 34,021,227	\$ 12,094,296	\$ 16,187,084	\$ 22,730,487
9		Revenue Increase Requested (Derived from Noticed Rates)	E-4	\$ 34,021,227	\$ 12,094,296	\$ 16,187,084	\$ 22,730,487
10		Adjusted Operating Revenues	C-1	\$ 168,206,479	\$ 150,259,887	\$ 150,259,887	\$ 150,238,966
11		Revenue Requirement (Line 9 + Line 10)		\$ 202,227,706	\$ 162,354,183	\$ 166,446,971	\$ 172,969,453
12		Percent Increase (Line 9 / Line 10)		20.23%	8.05%	10.77%	15.13%

VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0299-GA-ALT
JURISDICTIONAL RATE BASE SUMMARY
AS OF DECEMBER 31, 2017

DATA: "X" ACTUAL ___ ESTIMATED
TYPE OF FILING: "X" ORIGINAL ___ UPDATED ___ REVISED
WORK PAPER REFERENCE NO(S):

SCHEDULE B-1
PAGE 1 OF 1
WITNESS RESPONSIBLE:
J.C. SWIZ

LINE NO.	RATE BASE COMPONENT	SUPPORTING SCHEDULE REFERENCE	COMPANY APPLICATION AMOUNT	STAFF REPORT AMOUNT	COMPANY SUPPLEMENTAL AMOUNT
1	Plant In Service	B-2	\$ 1,128,330,555	\$ 1,123,376,250	\$ 1,124,751,462.22
2	Reserve for Accumulated Depreciation	B-3	\$ (402,676,159)	\$ (399,619,553)	\$ (400,485,700.99)
3	Net Plant In Service (Line 1 + Line 2)		\$ 725,654,396	\$ 723,756,697	\$ 724,265,761
4	Construction Work in Progress	B-4	\$ -	\$ -	\$ -
5	Working Capital Allowance	B-5	\$ -	\$ -	\$ -
6	Customer Deposits	B-6	\$ -	\$ (3,904,821)	\$ (3,904,821)
7	Other Items:				
8	Customer Advances for Construction	B-6	\$ (2,541,852)	\$ (2,541,852)	\$ (2,541,852)
9	PIPP Deferred Asset	B-6	\$ (2,776,317)	\$ (2,776,317)	\$ (2,776,317)
10	DRR Deferred Asset	B-6	\$ 31,237,732	\$ 31,237,732	\$ 31,237,732
11	HB95 Deferred Asset	B-6	\$ 66,137,567	\$ 66,137,567	\$ 66,137,567
12	Deferred Income Taxes (Net of Goodwill Amort)	B-6	\$ (190,120,084)	\$ (190,120,084)	\$ (190,120,084)
13	Jurisdictional Rate Base (Line 3 thru Line 12)		\$ 627,591,444	\$ 621,788,924	\$ 622,297,988

NOTE: CIAC are already netted against gross plant.

VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0299-GA-ALT
PLANT IN SERVICE BY ACCOUNTS AND SUBACCOUNTS
AS OF DECEMBER 31, 2017

INTANGIBLE PLANT
(\$000 Omitted)

DATA: "X" ACTUAL _____ ESTIMATED _____
TYPE OF FILING: "X" ORIGINAL _____ UPDATED _____ REVISED _____
WORK PAPER REFERENCE NO(S): WPB-2.1, SCH. B-2.2

SCHEDULE B-2.1
PAGE 1 OF 5
WITNESS RESPONSIBLE:
J.C. SWIZ

LINE NO.	F.E.R.C. COMPANY		ACCOUNT TITLE	TOTAL COMPANY	ALLOCATION %	ALLOCATED TOTAL	ADJUSTMENTS	ADJUSTED JURISDICTION
	ACCT. NO.	ACCT. NO.						
1	301	601	Organization	\$ 496	100.00	\$ 496	-	496
2	303	603	Miscellaneous Intangible Plant	20,717	100.00	20,717	(26)	20,691
3	Total Intangible Plant			\$ 21,213	100.00	\$ 21,213	(26)	\$ 21,187

VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0299-GA-ALT
PLANT IN SERVICE BY ACCOUNTS AND SUBACCOUNTS
AS OF DECEMBER 31, 2017

MANUFACTURED GAS PRODUCTION PLANT
(\$000 Omitted)

DATA: "X" ACTUAL ___ ESTIMATED
TYPE OF FILING: "X" ORIGINAL ___ UPDATED ___ REVISED
WORK PAPER REFERENCE NO(S): WPB-2.1, SCH. B-2.2

SCHEDULE B-2.1
PAGE 2 OF 5
WITNESS RESPONSIBLE:
J.C. SWIZ

LINE NO.	F.E.R.C. ACCT. NO.	COMPANY ACCT. NO.	ACCOUNT TITLE	TOTAL COMPANY	ALLOCATION %	ALLOCATED TOTAL	ADJUSTMENTS	ADJUSTED JURISDICTION
1	304	604.1	Land and Land Rights	\$ 192	100.00	\$ 192	(192)	\$ -
2	305	605.1	Structures and Improvements - Production	(0)	100.00	(0)	0	-
3	305	605.2	Structures and Improvements - Storage	-	100.00	-	-	-
4	311	611.1	Liquefied Petroleum Gas Equip. - Production	21	100.00	21	(21)	-
5	311	611.3	Liquefied Petroleum Gas Equip. - Lines	844	100.00	844	(844)	-
6	Total Manufactured Gas Production Plant			\$ 1,056	100.00	\$ 1,056	(1,056)	\$ -

VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0299-GA-ALT
PLANT IN SERVICE BY ACCOUNTS AND SUBACCOUNTS
AS OF DECEMBER 31, 2017

TRANSMISSION PLANT
(\$000 Omitted)

DATA: "X" ACTUAL _____ ESTIMATED
TYPE OF FILING: "X" ORIGINAL _____ UPDATED _____ REVISED
WORK PAPER REFERENCE NO(S): WPB-2.1, SCH. B-2.2

SCHEDULE B-2.1
PAGE 3 OF 5
WITNESS RESPONSIBLE:
J.C. SWIZ

LINE NO.	F.E.R.C. COMPANY		ACCOUNT TITLE	TOTAL COMPANY	ALLOCATION %	ALLOCATED TOTAL	ADJUSTMENTS	ADJUSTED JURISDICTION
	ACCT. NO.	ACCT. NO.						
1	385.1	665.1	Land and Land Rights	\$ 459	100.00	\$ 459	\$ (66)	\$ 393
2	385.2	665.2	Rights-of-Way	77	100.00	77	-	77
3	366	666.2	Measuring and Regulating Station Structures	63	100.00	63	-	63
4	367	667	Mains	79,484	100.00	79,484	(13)	79,471
5	369	669	Measuring and Regulating Station Equipment	19,030	100.00	19,030	(3)	19,026
6	371	671	Other Equipment	19	100.00	19	-	19
7	Total Transmission Plant			\$ 99,132	100.00	\$ 99,132	(82)	\$ 99,049

VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0298-GA-ALT
PLANT IN SERVICE BY ACCOUNTS AND SUBACCOUNTS
AS OF DECEMBER 31, 2017

DISTRIBUTION PLANT
(\$000 Omitted)

SCHEDULE B-2.1
PAGE 4 OF 6
WITNESS RESPONSIBLE:
J.C. SWIZ

DATA: "X" ACTUAL, "E" ESTIMATED
TYPE OF FILING: "X" ORIGINAL, "U" UPDATED, "R" REVISED
WORK PAPER REFERENCE NO(S): WPB-2.1, SCH. B-2.2

LINE NO.	F.E.C. ACCT. NO.	COMPANY ACCT. NO.	ACCOUNT TITLE	TOTAL COMPANY		ALLOCATION %	ALLOCATED TOTAL		ADJUSTMENTS	ADJUSTED JURISDICTION	
				\$	233		\$	233		\$	216
1	374	674.1	Land			100.00				(16)	
2	374	674.2	Land Rights	6,791		100.00	6,791		(1,164)		5,626
3	374	674.4	Land Rights	34		100.00	34		-		34
4	374	674.5	Land Rights	79		100.00	79		-		79
5	375	675	Structures and Improvements	892		100.00	892		-		892
6	376	676	Mains	303,098		100.00	303,098		-		303,098
7	376	676.1	Mains BS(C)	99,269		100.00	99,269		-		99,269
8	376	678	Meas. & Reg. Station Equipment - General	11,737		100.00	11,737		-		11,737
9	379	679	Meas. & Reg. Station Equipment - City Gate	1,459		100.00	1,459		-		1,459
10	380	680	Services	284,311		100.00	284,311		(28)		284,282
11	380	680.1	Services BS/CI	125,044		100.00	125,044		-		125,044
12	381	681	Meters	65,617		100.00	65,617		-		65,617
13	382	682	Meter Installations	32,851		100.00	32,851		(2)		32,850
14	382	682.1	Meter Installations BS/CI	25,063		100.00	25,063		-		25,063
15	383	683	House Regulators	10,002		100.00	10,002		(2)		10,000
16	384	684	House Regulator Installations	911		100.00	911		-		911
17	385	685	Industrial Meas. & Reg. Station Equipment	392		100.00	392		-		392
18	387	687	Other Equipment	47		100.00	47		-		47
Total Distribution Plant				\$	967,831	100.00	\$	967,831	(1,212)	\$	966,619

VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0299-GA-ALT
PLANT IN SERVICE BY ACCOUNTS AND SUBACCOUNTS
AS OF DECEMBER 31, 2017

GENERAL PLANT
(\$000 Omitted)

DATA: "X" ACTUAL _____ ESTIMATED _____
TYPE OF FILING: "X" ORIGINAL _____ UPDATED _____ REVISED _____
WORK PAPER REFERENCE NO(S): WPB-2.1, SCH. B-2.2

SCHEDULE B-2.1
PAGE 5 OF 5
WITNESS RESPONSIBLE:
J.C. SWIZ

LINE NO.	F.E.R.C. ACCT. NO.	COMPANY ACCT. NO.	ACCOUNT TITLE	TOTAL COMPANY	ALLOCATION %	ALLOCATED TOTAL	ADJUSTMENTS	ADJUSTED JURISDICTION
1	389	689.1	Land and Land Rights	\$ 1,483	100.00	\$ 1,483	-	\$ 1,483
2	390	690	Structures and Improvements	10,651	100.00	10,651	(78)	10,573
3	391	691.1	Electronic Equipment	593	100.00	593	(118)	475
4	391	691.11	Electronic Equipment (Fully Depreciated)	-	100.00	-	71	71
5	391	691.2	Office Furniture & Fixtures	2,446	100.00	2,446	(1,578)	868
6	391	691.21	Office Furniture & Fixtures (Fully Depreciated)	-	100.00	-	1,578	1,578
7	392	692.1	Transportation Equip - Class 1 - Autos	1,904	100.00	1,904	(360)	1,544
8	392	692.2	Transportation Equip - Class 2 - Light Trucks	4,300	100.00	4,300	(614)	3,686
9	392	692.3	Transportation Equip - Class 3 - Trailers	689	100.00	689	(474)	215
10	392	692.4	Transportation Equip - Class 4 - Heavy Trucks	3,388	100.00	3,388	(686)	2,702
11	394	694	Tools, Shop and Garage Equipment	2,821	100.00	2,821	(389)	2,433
12	394	694.1	Tools, Shop and Garage Equipment (Fully Depreciated)	0	100.00	-	389	389
13	396	696	Power Operated Equipment	1,331	100.00	1,331	-	1,331
14	397	697	Communication Equipment	8,978	100.00	8,978	(146)	8,831
15	397	697.1	Communication Equipment (Fully Depreciated)	0	100.00	-	146	146
16	398	698	Miscellaneous Equipment	1,572	100.00	1,572	-	1,572
Total General Plant				\$ 40,155	100.00	\$ 40,155	(2,259)	\$ 37,896
Total Gas Plant				\$ 1,129,386	100.00	\$ 1,129,386	(4,635)	\$ 1,124,751

VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0298-GA-ALT
ACCUMULATED DEPRECIATION AND AMORTIZATION
AS OF DECEMBER 31, 2017

INTANGIBLE PLANT
(\$000 Omitted)

DATA: "X" ACTUAL ___ ESTIMATED
TYPE OF FILING: "X" ORIGINAL ___ UPDATED ___ REVISED
WORK PAPER REFERENCE NO(S): WPB-3, SCH. B-3.1

SCHEDULE B-3
PAGE 1 OF 5
WITNESS RESPONSIBLE:
J.C. SWIZ

LINE NO.	F.E.R.C. COMPANY		ACCOUNT TITLE	TOTAL COMPANY INVESTMENT	RESERVE BALANCES			ADJUSTED JURISDICTION
	ACCT. NO.	ACCT. NO.			TOTAL COMPANY	ALLOCATION %	ALLOCATED TOTAL	
1	301	601	Organization	\$ 496	\$ 279	100.00	\$ 279	\$ 279
2	303	603	Miscellaneous Intangible Plant	20,691	26,068	100.00	26,068	(25) 26,043
3			Total Intangible Plant	\$ 21,187	\$ 26,347		\$ 26,347	(25) \$ 26,322

VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0299-GA-ALT
ACCUMULATED DEPRECIATION AND AMORTIZATION
AS OF DECEMBER 31, 2017

MANUFACTURED GAS PRODUCTION PLANT
(\$000 Omitted)

DATA: "X" ACTUAL ___ ESTIMATED
TYPE OF FILING: "X" ORIGINAL ___ UPDATED ___ REVISED
WORK PAPER REFERENCE NO(S): WPB-3, SCH. B-3.1

SCHEDULE B-3
PAGE 2 OF 5
WITNESS RESPONSIBLE:
J.C. SWIZ

LINE NO.	F.E.R.C. ACCT. NO.	COMPANY ACCT. NO.	ACCOUNT TITLE	TOTAL COMPANY PLANT INVESTMENT	RESERVE BALANCES					ADJUSTED JURISDICTION
					TOTAL COMPANY	ALLOCATION %	ALLOCATED TOTAL	ADJUSTMENTS		
1	304	604.1	Land and Land Rights	\$ -	-	100.00	\$ -	\$ -	-	\$ -
2	305	605.1	Structures and Improvements - Production	-	85	100.00	85	(85)	-	-
3	305	605.2	Structures and Improvements - Storage	-	452	100.00	452	(452)	-	-
4	311	611.1	Liquefied Petroleum Gas Equip. - Production	-	236	100.00	236	(236)	-	-
5	311	611.3	Liquefied Petroleum Gas Equip. - Lines	-	1,153	100.00	1,153	(1,153)	-	-
6			Total Manufactured Gas Production Plant	\$ -	1,927		\$ 1,927	\$ (1,927)		\$ -

VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0299-GA-ALT
ACCUMULATED DEPRECIATION AND AMORTIZATION
AS OF DECEMBER 31, 2017

TRANSMISSION PLANT
(\$000 Omitted)

DATA: "X" ACTUAL _____ ESTIMATED _____
TYPE OF FILING: "X" ORIGINAL _____ UPDATED _____ REVISED _____
WORK PAPER REFERENCE NO(S): WPB-3, SCH. B-3.1

SCHEDULE B-3
PAGE 3 OF 5
WITNESS RESPONSIBLE:
J.C. SWIZ

LINE NO.	F.E.R.C. ACCT. NO.	COMPANY ACCT. NO.	ACCOUNT TITLE	TOTAL COMPANY PLANT INVESTMENT	RESERVE BALANCES				
					TOTAL COMPANY	ALLOCATION %	ALLOCATED TOTAL	ADJUSTMENTS	ADJUSTED JURISDICTION
1	365.1	665.1	Land and Land Rights	\$ 393	\$ -	100.00	\$ -	\$ -	-
2	365.2	665.2	Rights-of-Way	77	-	100.00	-	-	-
3	366	666.2	Measuring and Regulating Station Structures	63	4	100.00	4	(13)	4
4	367	667	Mains	79,471	2,001	100.00	2,001	(3)	1,988
5	369	669	Measuring and Regulating Station Equipment	19,026	672	100.00	672	(3)	669
6	371	671	Other Equipment	19	5	100.00	5		5
7			Total Transmission Plant	\$ 99,049	\$ 2,682		\$ 2,682	(16)	\$ 2,666

VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0299-GA-ALT
ACCUMULATED DEPRECIATION AND AMORTIZATION
AS OF DECEMBER 31, 2017

DISTRIBUTION PLANT
(\$000 Omitted)

DATA: "X" ACTUAL _____ ESTIMATED _____
TYPE OF FILING: "X" ORIGINAL _____ UPDATED _____ REVISED _____
WORK PAPER REFERENCE NO(S): WPB-3, SCH. B-3.1

SCHEDULE B-3
PAGE 4 OF 5
WITNESS RESPONSIBLE:
J.C. SWIZ

LINE NO.	F.E.R.C. ACCT. NO.	COMPANY ACCT. NO.	ACCOUNT TITLE	TOTAL COMPANY PLANT INVESTMENT	TOTAL COMPANY	ALLOCATION %	RESERVE BALANCES			ADJUSTED JURISDICTION
							TOTAL	ALLOCATED TOTAL	ADJUSTMENTS	
1	374	674.1	Land	\$ 216	\$ -	100.00	\$ -	\$ -	-	\$ -
2	374	674.2	Land Rights	5,626	-	100.00	-	-	-	-
3	374	674.4	Land Rights	34	13	100.00	13	13	-	13
4	374	674.5	Land Rights	79	3	100.00	3	3	-	3
5	375	675	Structures and Improvements	892	537	100.00	537	537	-	537
6	376	676	Mains	303,098	110,746	100.00	110,746	110,746	-	110,746
7	376	676.1	Mains BS/CI	99,269	6,288	100.00	6,288	6,288	-	6,288
8	378	678	Meas. & Reg. Station Equipment - General	11,737	7,834	100.00	7,834	7,834	-	7,834
9	379	679	Meas. & Reg. Station Equipment - City Gate	1,459	867	100.00	867	867	-	867
10	380	680	Services	284,282	179,849	100.00	179,849	179,849	(12)	179,836
11	380	680.1	Services BS/CI	125,044	19,220	100.00	19,220	19,220	-	19,220
12	381	681	Meters	65,617	15,989	100.00	15,989	15,989	-	15,989
13	382	682	Meter Installations	32,850	2,231	100.00	2,231	2,231	(0)	2,231
14	382	682	Meter Installations BS/CI	25,063	1,391	100.00	1,391	1,391	-	1,391
15	383	683	House Regulators	10,000	2,320	100.00	2,320	2,320	(0)	2,320
16	384	684	House Regulator Installations	911	698	100.00	698	698	-	698
17	385	685	Industrial Meas. & Reg. Station Equipment	392	189	100.00	189	189	-	189
18	387	687	Other Equipment	47	15	100.00	15	15	-	15

19	Total Distribution Plant			\$ 966,619	\$ 348,190		\$ 348,190	\$	(13)	\$ 348,177
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VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0299-GA-ALT
ACCUMULATED DEPRECIATION AND AMORTIZATION
AS OF DECEMBER 31, 2017

GENERAL PLANT
(\$000 Omitted)

DATA: "X" ACTUAL ___ ESTIMATED
TYPE OF FILING: "X" ORIGINAL ___ UPDATED ___ REVISED
WORK PAPER REFERENCE NO(S): WPB-3, SCH. B-3.1

SCHEDULE B-3
PAGE 5 OF 5
WITNESS RESPONSIBLE:
J.C. SWIZ

LINE NO.	F.E.R.C. ACCT. NO.	COMPANY ACCT. NO.	ACCOUNT TITLE	TOTAL COMPANY PLANT INVESTMENT	RESERVE BALANCES				ADJUSTED JURISDICTION
					TOTAL COMPANY	ALLOCATION %	ALLOCATED TOTAL	ADJUSTMENTS	
1	389	689.1	Land	\$ 1,483	\$ -	100.00	\$ -		\$ -
2	390	690	Structures and Improvements	10,573	4,791	100.00	4,791	(78)	4,713
3	391	691.1	Electronic Equipment	475	1,025	100.00	1,025	(118)	908
4	391	691.11	Electronic Equipment (Fully Depreciated)	71	-	100.00	-	71	71
5	391	691.2	Office Furniture & Fixtures	868	2,015	100.00	2,015	(1,578)	437
6	391	691.21	Office Furniture & Fixtures (Fully Depreciated)	1,578	-	100.00	-	1,578	1,578
7	392	692.1	Transportation Equip - Class 1 - Autos	1,544	3,248	100.00	3,248	(320)	2,928
8	392	692.2	Transportation Equip - Class 2 - Light Trucks	3,886	3,637	100.00	3,637	(582)	3,055
9	392	692.3	Transportation Equip - Class 3 - Trailers	215	535	100.00	535	(474)	61
10	392	692.4	Transportation Equip - Class 4 - Heavy Trucks	2,702	2,292	100.00	2,292	(635)	1,657
11	394	694	Tools, Shop & Garage Equipment	2,433	1,102	100.00	1,102	(389)	713
12	394	694.1	Tools, Shop & Garage Equipment (Fully Depreciated)	389	-	100.00	-	389	389
13	396	696	Power Operated Equipment	1,331	1,020	100.00	1,020		1,020
14	397	697	Communication Equipment	8,831	5,196	100.00	5,196	(146)	5,049
15	397	697.1	Communication Equipment (Fully Depreciated)	146	-	100.00	-	146	146
16	398	698	Miscellaneous Equipment	1,572	597	100.00	597		597
17	Total General Plant			\$ 37,896	\$ 25,457		\$ 25,457	\$ (2,136)	\$ 23,321
18	Total Gas Plant			\$ 1,124,751	\$ 404,603		\$ 404,603	\$ (4,117)	\$ 400,486

VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0299-GA-ALT
JURISDICTIONAL PROFORMA INCOME STATEMENT
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2018

DATA: 3 MONTHS ACTUAL & 9 MONTHS ESTIMATED
TYPE OF FILING: "X" ORIGINAL ☐ UPDATED ☐ REVISED
WORK PAPER REFERENCE NO(S): SCH. C-2, WPC-1

SCHEDULE C-1
PAGE 1 OF 1
WITNESS RESPONSIBLE:
J.C. SWIZ

LINE NO.	DESCRIPTION	ADJUSTED REVENUE & EXPENSES (A)	PROPOSED INCREASE (B)	PROFORMA REVENUE & EXPENSES (C)
1	Operating Revenues	\$ 150,238,966	\$ 22,730,487	\$ 172,969,453
2				
3	Operating Expenses			
4	Operation & Maintenance	\$ 65,983,582	\$ -	\$ 65,983,582
5	Depreciation	35,222,973	-	35,222,973
6	Taxes - Other	16,829,893	-	16,829,893
7	Operating Expenses before Income Taxes	\$ 118,036,447	\$ -	\$ 118,036,447
8				
9	Federal Income Taxes	\$ 3,611,714	\$ 4,773,402	\$ 8,385,116
10				
11	Total Operating Expenses	\$ 121,648,161	\$ 4,773,402	\$ 126,421,564
12				
13	Net Operating Income	\$ 28,590,805	\$ 17,957,085	\$ 46,547,889
14				
15	Rate Base	\$ 622,297,988		\$ 622,297,988
16				
17	Rate of Return	4.59%		7.48%

VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0299-GA-ALT
ADJUSTED TEST YEAR OPERATING INCOME
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2018

DATA: 3 MONTHS ACTUAL & 9 MONTHS ESTIMATED
TYPE OF FILING: "X" ORIGINAL ___ UPDATED ___ REVISED
WORK PAPER REFERENCE NO(S): SCH. C-2.1, SCH. C-3, SCH. C-4

SCHEDULE C-2
PAGE 1 OF 1
WITNESS RESPONSIBLE:
J.C. SWIZ

LINE NO.	DESCRIPTION	UNADJUSTED REVENUE & EXPENSES (A)	ADJUSTMENTS (B)	ADJUSTED REVENUE & EXPENSES (C)
1	OPERATING REVENUES			
2	Base Revenue and Riders	\$ 158,973,289	\$ (14,761,064)	\$ 144,212,225
3	Gas Costs Revenue	\$ 5,919,451	\$ 107,289	\$ 6,026,741
4	Total Operating Revenues	<u>\$ 164,892,740</u>	<u>\$ (14,653,774)</u>	<u>\$ 150,238,966</u>
5				
6	OPERATING EXPENSES			
7	Operation and Maintenance Expenses			
8				
9	Gas Supply Expenses			
10	Purchased Gas	\$ 5,919,451	\$ 107,289	\$ 6,026,740
11	Other	\$ -		\$ -
12	Total Other Gas Supply Expense	<u>\$ 5,919,451</u>	<u>\$ 107,289</u>	<u>\$ 6,026,740</u>
13				
14	Transmission Expense	\$ 6,663,314	\$ (1,735,587)	\$ 4,927,727
15	Distribution Expense	17,024,169	6,327,920	23,352,089
16	Customer Accounts Expense	11,447,161	(2,278,882)	9,168,280
17	Customer Service & Information Expense	6,337,254	(5,702,005)	635,248
18	Sales Expense	35,805	-	35,805
19	Administrative & General Expense	25,181,332	(3,343,639)	21,837,693
20	Total Operation & Maintenance Expense	<u>\$ 72,608,486</u>	<u>\$ (6,624,904)</u>	<u>\$ 65,983,582</u>
21				
22	Depreciation Expense	<u>\$ 27,976,625</u>	<u>\$ 7,246,348</u>	<u>\$ 35,222,973</u>
23				
24	Taxes Other Than Income Taxes			
25	Property Taxes	\$ 10,586,977	\$ 5,918,589	\$ 16,505,566
26	State and Other Taxes	13,612,655	(13,288,328)	324,327
27	Total Taxes Other Than Income Taxes	<u>\$ 24,199,632</u>	<u>\$ (7,369,739)</u>	<u>\$ 16,829,893</u>
28				
29	Federal Income Taxes			
30	Current Tax Expense	\$ (13,633,029)	\$ 12,586,206	\$ (1,046,823)
31	Provision for Deferred Income Taxes	1,486,292	3,172,245	4,658,536
32	Total Federal Income Tax Expense	<u>\$ (12,146,737)</u>	<u>\$ 15,758,451</u>	<u>\$ 3,611,714</u>
33				
34	Total Operating Expenses and Taxes	<u>\$ 112,638,005</u>	<u>\$ 9,010,157</u>	<u>\$ 121,648,161</u>
35				
36	Net Operating Income	<u>\$ 52,254,736</u>	<u>\$ (23,663,931)</u>	<u>\$ 28,590,805</u>

JOINT EXHIBIT 2.0

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VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0299-GA-ALT
SUMMARY OF JURISDICTIONAL ADJUSTMENTS
TO OPERATING INCOME
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2018

DATA: 3 MONTHS ACTUAL & 9 MONTHS ESTIMATED
TYPE OF FILING: 'X' ORIGINAL ___ UPDATED ___ REVISED
WORK PAPER REFERENCE NO(S): SEE BELOW

SCHEDULE C-3
PAGE 1 OF 5
WITNESS RESPONSIBLE:
J.C. SWIZ

LINE NO.	TITLE OF ACCOUNT	ANNUALIZED REVENUE - FIXED CHARGE REVENUE C-3.1	ANNUALIZED REVENUE - DAYS OF SERVICE C-3.2	ANNUALIZED REVENUE - WEATHER NORMALIZATION C-3.3	ANNUALIZED REVENUE - PIPP RIDER SYNCHRONIZATION C-3.4	ANNUALIZED REVENUE - UEX RIDER SYNCHRONIZATION C-3.5
1	OPERATING REVENUE					
2	Base and Riders	\$ 81,056	\$ (237,375)	\$ 428,624	\$ 8,480	\$ (640,287)
3	Gas Costs					
4	Total Revenue	\$ 81,056	\$ (237,375)	\$ 428,624	\$ 8,480	\$ (640,287)
5						
6	OPERATING EXPENSES					
7	Operation and Maintenance Expenses					
8	Production Expenses					
9	Liquefied Petroleum Gas					
10	Other					
11	Total Production Expense	\$ -	\$ -	\$ -	\$ -	\$ -
12						
13	Other Gas Supply Expenses					
14	Purchased Gas					
15	Other					
16	Total Other Gas Supply Expense	\$ -	\$ -	\$ -	\$ -	\$ -
17						
18	Transmission Expense					
19	Distribution Expense					
20	Customer Accounts Expense				\$ 20,741	\$ (765,446)
21	Customer Serv & Info Expense					
22	Sales Expense					
23	Administrative & General Expense					
24	Total Operation and Maintenance Expenses	\$ -	\$ -	\$ -	\$ 20,741	\$ (765,446)
25						
26	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	\$ -
27						
28	Taxes Other Than Income Taxes					
29	Property					
30	State and Other Taxes					
31	Total Taxes Other Than Income Tax	\$ -	\$ -	\$ -	\$ -	\$ -
32						
33	Federal Income Taxes					
34	Current Tax Expense	\$ 28,370	\$ (83,081)	\$ 150,018	\$ (4,991)	\$ 43,806
35	Prov Deferred Inc Tax					
36	Total Federal Inc Tax Expense	\$ 28,370	\$ (83,081)	\$ 150,018	\$ (4,991)	\$ 43,806
37						
38	Total Oper. Expenses and Tax	\$ 28,370	\$ (83,081)	\$ 150,018	\$ 15,750	\$ (721,640)
39						
40	Net Operating Income	\$ 52,686	\$ (154,294)	\$ 278,605	\$ (9,270)	\$ 81,353

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VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0299-GA-ALT
SUMMARY OF JURISDICTIONAL ADJUSTMENTS
TO OPERATING INCOME
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2018

DATA: 3 MONTHS ACTUAL & 9 MONTHS ESTIMATED
TYPE OF FILING: "X" ORIGINAL _____ UPDATED _____ REVISED _____
WORK PAPER REFERENCE NO(S): SEE BELOW

SCHEDULE C-3
PAGE 2 OF 5
WITNESS RESPONSIBLE:
J.C. SWIZ

LINE NO.	TITLE OF ACCOUNT	ANNUALIZED REVENUE - EEFR SYNCHRONIZATION C-3.6	ANNUALIZED REVENUE - DRR SYNCHRONIZATION C-3.7	ANNUALIZED REVENUE - ETC RIDER SYNCHRONIZATION C-3.8	ANNUALIZED REVENUE - GAS COST RECOVERY SYNCHRONIZATION C-3.9	ANNUALIZED REVENUE - SB287 EXCISE TAX RIDER SYNCHRONIZATION C-3.10
1	OPERATING REVENUE					
2	Base and Riders	\$ (1,549,479)	\$ 5,239,459	\$ (1,418,215)	\$ -	\$ (5,543,202)
3	Gas Costs				812,381	
4	Total Revenue	\$ (1,549,479)	\$ 5,239,459	\$ (1,418,215)	\$ 812,381	\$ (5,543,202)
5						
6	OPERATING EXPENSES					
7	Operation and Maintenance Expenses					
8	Production Expenses					
9	Liquefied Petroleum Gas					
10	Other					
11	Total Production Expense	\$ -	\$ -	\$ -	\$ -	\$ -
12						
13	Other Gas Supply Expenses					
14	Purchased Gas				812,381	
15	Other					
16	Total Other Gas Supply Expense	\$ -	\$ -	\$ -	\$ 812,381	\$ -
17						
18	Transmission Expense					
19	Distribution Expense					
20	Customer Accounts Expense			(1,612,840)		
21	Customer Serv & Info Expense	(1,705,321)				
22	Sales Expense					
23	Administrative & General Expense					
24	Total Operation and Maintenance Expenses	\$ (1,705,321)	\$ -	\$ (1,612,840)	\$ 812,381	\$ -
25						
26	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	\$ -
27						
28	Taxes Other Than Income Taxes					
29	Property					
30	State and Other Taxes					(5,543,202)
31	Total Taxes Other Than Income Tax	\$ -	\$ -	\$ -	\$ -	\$ (5,543,202)
32						
33	Federal Income Taxes					
34	Current Tax Expense	\$ 54,545	\$ 1,833,811	\$ 68,119	\$ -	\$ -
35	Prov Deferred Inc Tax					
36	Total Federal Inc Tax Expense	\$ 54,545	\$ 1,833,811	\$ 68,119	\$ -	\$ -
37						
38	Total Oper. Expenses and Tax	\$ (1,650,776)	\$ 1,833,811	\$ (1,544,721)	\$ 812,381	\$ (5,543,202)
39						
40	Net Operating Income	\$ 101,298	\$ 3,405,648	\$ 126,507	\$ -	\$ -

JOINT EXHIBIT 2.0
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VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0299-GA-ALT
SUMMARY OF JURISDICTIONAL ADJUSTMENTS
TO OPERATING INCOME
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2018

DATA: 3 MONTHS ACTUAL & 9 MONTHS ESTIMATED
TYPE OF FILING: "X" ORIGINAL ___ UPDATED ___ REVISED ___
WORK PAPER REFERENCE NO(S): SEE BELOW

SCHEDULE C-3
PAGE 3 OF 5
WITNESS RESPONSIBLE:
J.C. SWIZ

LINE NO.	TITLE OF ACCOUNT	ANNUALIZED REVENUE - MISCELLANEOUS REVENUE C-3.11	ANNUALIZED REVENUE - GROSS RECEIPTS TAX RIDER SYNCHRONIZATION C-3.12	LABOR ADJUSTMENT C-3.13	CONSERVATION PROGRAM EXPENSE C-3.14	RATE CASE EXPENSES C-3.15 [A]
1	OPERATING REVENUE					
2	Base and Riders	\$ (3,717,774)	\$ (7,410,360)			
3	Gas Costs	(705,091)				
4	Total Revenue	\$ (4,422,865)	\$ (7,410,360)	\$ -	\$ -	\$ -
5						
6	OPERATING EXPENSES					
7	Operation and Maintenance Expenses					
8	Production Expenses					
9	Liquefied Petroleum Gas					
10	Other					
11	Total Production Expense	\$ -	\$ -	\$ -	\$ -	\$ -
12						
13	Other Gas Supply Expenses					
14	Purchased Gas	(705,091)				
15	Other					
16	Total Other Gas Supply Expense	\$ (705,091)	\$ -	\$ -	\$ -	\$ -
17						
18	Transmission Expense			\$ 14,109		
19	Distribution Expense			145,888		
20	Customer Accounts Expense			78,848		
21	Customer Serv & Info Expense			5,575	(4,000,000)	
22	Sales Expense					
23	Administrative & General Expense			(2,387,185)		305,000
24	Total Operation and Maintenance Expenses	\$ (705,091)	\$ -	\$ (2,141,665)	\$ (4,000,000)	\$ 305,000
25						
26	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	\$ -
27						
28	Taxes Other Than Income Taxes					
29	Property					
30	State and Other Taxes		(7,745,126)			
31	Total Taxes Other Than Income Tax	\$ -	\$ (7,745,126)	\$ -	\$ -	\$ -
32						
33	Federal Income Taxes					
34	Current Tax Expense	\$ (1,301,221)	\$ 117,171	\$ 749,583	\$ 1,400,000	\$ (108,750)
35	Prov Deferred Inc Tax					
36	Total Federal Inc Tax Expense	\$ (1,301,221)	\$ 117,171	\$ 749,583	\$ 1,400,000	\$ (108,750)
37						
38	Total Oper. Expenses and Tax	\$ (2,096,312)	\$ (7,627,954)	\$ (1,392,082)	\$ (2,600,000)	\$ 198,250
39						
40	Net Operating Income	\$ (2,418,553)	\$ 217,804	\$ 1,392,082	\$ 2,600,000	\$ (198,250)

[A] Total Rate Case Expense reflected in Schedule C-3.15 is \$1,525,000 amortized over 5-years.

JOINT EXHIBIT 2.0

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VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0299-GA-ALT
SUMMARY OF JURISDICTIONAL ADJUSTMENTS
TO OPERATING INCOME
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2018

DATA: 3 MONTHS ACTUAL & 9 MONTHS ESTIMATED
TYPE OF FILING: "X" ORIGINAL ___ UPDATED ___ REVISED
WORK PAPER REFERENCE NO(S): SEE BELOW

SCHEDULE C-3
PAGE 4 OF 6
WITNESS RESPONSIBLE:
J.C. SWIZ

LINE NO.	TITLE OF ACCOUNT	PUCO & OCC ASSESSMENT FEE C-3.16	DARR & IM PROGRAM EXPENSES C-3.17 [B]	BUDGET ADJUSTMENTS C-3.18	ANNUALIZE SHARED SERVICES EXPENSE C-3.19	ANNUALIZED DEPRECIATION EXPENSE C-3.20
1	OPERATING REVENUE					
2	Base and Riders					
3	Gas Costs					
4	Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
5						
6	OPERATING EXPENSES					
7	Operation and Maintenance Expenses					
8	Production Expenses					
9	Liquefied Petroleum Gas					
10	Other					
11	Total Production Expense	\$ -	\$ -	\$ -	\$ -	\$ -
12						
13	Other Gas Supply Expenses					
14	Purchased Gas					
15	Other					
16	Total Other Gas Supply Expense	\$ -	\$ -	\$ -	\$ -	\$ -
17						
18	Transmission Expense		\$ (1,747,285)	(2,411)		
19	Distribution Expense		6,181,262	(360)		
20	Customer Accounts Expense			(186)		
21	Customer Serv & Info Expense			(2,259)		
22	Sales Expense					
23	Administrative & General Expense	(28,007)		239,289	(1,472,735)	-
24	Total Operation and Maintenance Expenses	\$ (28,007)	\$ 4,434,007	\$ 234,073	\$ (1,472,735)	\$ -
25						
26	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	\$ 6,157,208
27						
28	Taxes Other Than Income Taxes					
29	Property					
30	State and Other Taxes					
31	Total Taxes Other Than Income Tax	\$ -	\$ -	\$ -	\$ -	\$ -
32						
33	Federal Income Taxes					
34	Current Tax Expense	\$ 9,803	\$ (1,551,902)	\$ (81,926)	\$ 515,457	\$ (2,155,023)
35	Prov Deferred Inc Tax					
36	Total Federal Inc Tax Expense	\$ 9,803	\$ (1,551,902)	\$ (81,926)	\$ 515,457	\$ (2,155,023)
37						
38	Total Oper. Expenses and Tax	\$ (18,205)	\$ 2,882,104	\$ 152,147	\$ (957,278)	\$ 4,002,185
39						
40	Net Operating Income	\$ 18,205	\$ (2,882,104)	\$ (152,147)	\$ 957,278	\$ (4,002,185)

[B] Total Distribution Accelerated Risk Reduction Program deferred balance reflected in Schedule C-3.17 is \$10,118,618 amortized over 5-years.

JOINT EXHIBIT 2.0

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VECTREN ENERGY DELIVERY OF OHIO, INC.
CASE NO. 18-0298-GA-AIR; CASE NO. 18-0299-GA-ALT
SUMMARY OF JURISDICTIONAL ADJUSTMENTS
TO OPERATING INCOME
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2018

DATA: 3 MONTHS ACTUAL & 9 MONTHS ESTIMATED
TYPE OF FILING: "X" ORIGINAL ___ UPDATED ___ REVISED ___
WORK PAPER REFERENCE NO(S): SEE BELOW

SCHEDULE C-3
PAGE 5 OF 5
WITNESS RESPONSIBLE:
J.C. SWIZ

LINE NO.	TITLE OF ACCOUNT	HB95 PROGRAM EXPENSES C-3.21	DRR EXPENSES C-3.22	PROPERTY TAX EXPENSE C-3.23	FEDERAL INCOME TAXES AT STATUTORY RATE C-3.24	TOTAL SCHEDULE C-3
	ELEMENT OF OPERATING INCOME					
1	OPERATING REVENUE					
2	Base and Riders				\$	(14,761,084)
3	Gas Costs					107,289
4	Total Revenue	\$ -	\$ -	\$ -	\$ -	(14,653,774)
5						
6	OPERATING EXPENSES					
7	Operation and Maintenance Expenses				\$	-
8	Production Expenses					-
9	Liquefied Petroleum Gas					0
10	Other					-
11	Total Production Expense	\$ -	\$ -	\$ -	\$ -	-
12						
13	Other Gas Supply Expenses				\$	107,289
14	Purchased Gas					-
15	Other					107,289
16	Total Other Gas Supply Expense	\$ -	\$ -	\$ -	\$ -	107,289
17						
18	Transmission Expense				\$	(1,735,587)
19	Distribution Expense					6,327,920
20	Customer Accounts Expense					(2,278,882)
21	Customer Serv & Info Expense					(5,702,005)
22	Sales Expense					-
23	Administrative & General Expense				\$	(3,343,639)
24	Total Operation and Maintenance Expenses	\$ -	\$ -	\$ -	\$ -	(6,624,904)
25						
26	Depreciation Expense	\$ 1,059,535	\$ 29,606	\$ -	\$ -	7,246,348
27						
28	Taxes Other Than Income Taxes					
29	Property			\$ 5,918,589	\$	5,918,589
30	State and Other Taxes					(13,288,328)
31	Total Taxes Other Than Income Tax	\$ -	\$ -	\$ 5,918,589	\$ -	(7,369,739)
32						
33	Federal Income Taxes					
34	Current Tax Expense	\$ (370,837)	(10,362)	(2,071,506)	\$ 15,246,374	\$ 12,586,206
35	Prov Deferred Inc Tax				\$ 3,278,995	\$ 3,172,245
36	Total Federal Inc Tax Expense	\$ (370,837)	\$ (10,362)	\$ (2,071,506)	\$ 18,525,369	\$ 15,758,451
37						
38	Total Oper. Expenses and Tax	\$ 688,697	\$ 19,244	\$ 3,847,083	\$ 18,525,369	\$ 9,010,157
39						
40	Net Operating Income	\$ (688,697)	\$ (19,244)	\$ (3,847,083)	\$ (18,525,369)	\$ (23,663,931)

VECTREN ENERGY DELIVERY OF OHIO, INC.
CAPITAL EXPENDITURE PROGRAM (CEP) RIDER
CUMULATIVE REVENUE REQUIREMENT CALCULATION
AS OF DECEMBER 31, 2018

[illegible]

Illustrative amounts - actual deferred activity will be based upon final Asset Additions, starting January 1, 2018 through end of Period.

(16) Represents the recovery of the prior calendar year amortization of deferred balance (line 16).

[C] 1.61% - amortization rate used in Case No. 18-0298-GA-AIR.

(D) Revenue Requirement recoverable in CEP capped at \$1.50 per residential customer per month.

(E) Actual CEP Recoveries less CEP Recoverable Revenue Requirement from prior year.

Actual CEP Recoveries - Current Period

Remaining CEP Recoveries Projected through Rate Effective Period
1
2
3
4
5
6
7
8
9
10
11
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13
14
15
16
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95
96
97
98
99
100

Total Expected Recoveries

CEP Recoverable Revenue Requirement

From Case No 18-0298-GA-A1B - Rate Base Allocation

(G) Total GS Allocated Revenue Requirement - Total GS Group 1 Annual Bills x Proposed

VECTREN ENERGY DELIVERY OF OHIO, INC.
Tariff for Gas Service
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VECTREN ENERGY DELIVERY OF OHIO, INC.

TARIFF FOR GAS SERVICE

P.U.C.O. No. 4

Communications concerning this tariff may be addressed to:

Mail: Regulatory Affairs Department
Vectren Energy Delivery of Ohio, Inc.
One Vectren Square
Evansville, IN 47708
Telephone: 800-227-1376
E-mail: VectrenCustomerCare@Vectren.com

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The Public
Utilities Commission of Ohio.

Issued _____ Issued by Scott E. Albertson, Vice-President Effective _____

VECTREN ENERGY DELIVERY OF OHIO, INC.
 Tariff for Gas Service
 P.U.C.O. No. 4

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TARIFF SHEET INDEX

**Tariff
Sheet**

Description

1	Title Page
2	Tariff Sheet Index
3	Locations Served
4-9	Reserved for Future Use

RATE SCHEDULES

10	Rate 310 Residential Default Sales Service
11	Rate 311 Residential Standard Choice Offer Service
12	Rate 315 Residential Transportation Service
13	Rate 320 General Default Sales Service
14	Rate 321 General Standard Choice Offer Service
15	Rate 325 General Transportation Service
16	Reserved for Future Use
17	Rate 345 Large General Transportation Service
18	Rate 360 Large Volume Transportation Service
19	Reserved for Future Use
20	Rate 380 Pooling Service (Large Transportation Customers)
21	Rate 385 Choice Supplier Pooling Service
22	Reserved for Future Use
23	Rate 396 SCO Supplier Service
24-29	Reserved for Future Use

RIDERS AND ADJUSTMENTS

30	Miscellaneous Charges
31	Gas Cost Recovery Rider (Suspended)
32	Capital Expenditure Program Rider
33	Tax Savings Credit Rider ("TSCR")
34	Reserved for Future Use
35	Migration Cost Rider (Suspended)
36	Balancing Cost Rider (Suspended)
37	Gross Receipts Excise Tax Rider
38	Reserved for Future Use
39	Uncollectible Expense Rider
40	Percentage of Income Payment Plan ("PIPP") Rider
41	Exit Transition Cost ("ETC") Rider
42	S.B. 287 Excise Tax Rider
43	Reserved for Future Use
44	Standard Choice Offer ("SCO") Rider
45	Distribution Replacement Rider ("DRR")
46	Energy Efficiency Funding Rider ("EEFR")
47	Energy Conversion Factor ("ECF")
48-49	Reserved for Future Use

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VECTREN ENERGY DELIVERY OF OHIO, INC.
 Tariff for Gas Service
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TARIFF SHEET INDEX

<u>Tariff Sheet</u>	<u>Description</u>
	TRANSPORTATION PROVISIONS
50	Transportation Terms and Conditions (Large General, and Large Volume)
51	Nomination and Balancing Provisions (Large General, Large Volume and Pool Operator)
52	Choice Supplier Pooling Service Terms and Conditions
53	Reserved for Future Use
54	Unaccounted for Gas Percentage
55	Reserved for Future Use
56	SCO Supplier Terms and Conditions
57-58	Reserved for Future Use
	GENERAL TERMS AND CONDITIONS
59	Definitions
60	Application and Contract for Service
61	Credit Requirements of Customer
62	Billing and Payment for Gas Service
63	Disconnection-Reconnection of Service
64	Meters and Metering Equipment-Location and Installation
65	Service Pipe-Location and Installation
66	Equipment on Customer's Premises
67	Use and Character of Service
68	Extensions of Gas Distribution Mains
69	Extensions of Gas Facilities to House Trailer Parks
70	Reserved for Future Use
71	Operational Flow Orders
72	Affiliate Code of Conduct
73-78	Reserved for Future Use
79	Amendments

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VECTREN ENERGY DELIVERY OF OHIO, INC.
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LOCATIONS SERVED

Anna	Greenville	Port William
Ansonia	Hardin *	Quincy
Arcanum	Hollansburg	Reesville *
Beavercreek	Houston *	Riverside
Bellbrook	Huber Heights	Russells Point
Belle Center	Huntsville	Russia
Bellefontaine	Ithaca	Sabina
Bloomington	Jackson Center	Sedalia
Botkins	Jamestown	Sidney
Bowersville	Jeffersonville	South Charleston
Bradford	Kettering	South Solon
Brookville	Lakeview	Spring Valley
Camden	Lebanon	Springboro
Casstown	Lewisburg	Springfield
Castine	London	St. Paris
Cedarville	Ludlow Falls	Staunton *
Centerville	Medway *	Tipp City
Christiansburg	Melvin *	Trotwood
Clayton	Miamisburg	Troy
Clifton	Minster	Union
Corwin	Moraine	Urbana
Covington	Mt. Sterling	Vandalia
Dayton	New Bremen	Versailles
Degraff	New Carlisle	Washington Court House
Drexel *	New Holland	Waynesville
Eaton	New Knoxville	West Alexandria
Eldorado	New Lebanon	West Carrollton
Englewood	New Madison	West Liberty
Fairborn	New Paris	West Manchester
Farmersville	North Hampton	West Milton
Fort Laramie	Oakwood	Wilberforce *
Franklin	Palestine	Wilmington
Frederick *	Pancoatburg *	Xenia
Germantown	Park Layne Manor *	Yellow Springs
Gettysburg	Phillipsburg	
Gordon	Piqua	
Greenfield	Pleasant Hill	

* Unincorporated

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VECTREN ENERGY DELIVERY OF OHIO, INC.
 Tariff for Gas Service
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RATE 310

RESIDENTIAL DEFAULT SALES SERVICE

APPLICABILITY

This Rate Schedule is applicable to any Residential Customer electing service hereunder when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other customers, and:

- (1) Who is currently enrolled in Company's Percentage of Income Payment Plan ("PIPP"); or
- (2) Who is ineligible for service under Rate 315.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service and Commission's Regulations.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Sales Service.

Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Monthly Charge (regardless of usage):

\$32.86 per meter

Riders:

The following Riders shall be applied monthly:

- Sheet No. 32 – Capital Expenditure Program Rider
- Sheet No. 33 – Tax Savings Credit Rider
- Sheet No. 37 – Gross Receipts Excise Tax Rider
- Sheet No. 39 – Uncollectible Expense Rider
- Sheet No. 40 – Percentage of Income Payment Plan Rider
- Sheet No. 41 – Exit Transition Cost Rider
- Sheet No. 42 – S.B. 287 Excise Tax Rider
- Sheet No. 44 – Standard Choice Offer Rider
- Sheet No. 45 – Distribution Replacement Rider
- Sheet No. 46 – Energy Efficiency Funding Rider

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Monthly Charge plus applicable Riders.

Miscellaneous Charges:

The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

Customer Usage and Payment Information Release:

Usage information for the most recent twelve (12) months and payment information for the most recent twenty-four (24) months, if available, shall be provided to Customer upon request.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The Public
 Utilities Commission of Ohio.

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VECTREN ENERGY DELIVERY OF OHIO, INC.
 Tariff for Gas Service
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RATE 311

RESIDENTIAL STANDARD CHOICE OFFER SERVICE

APPLICABILITY

This Rate Schedule shall be available to any Residential Customer electing service hereunder when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers.

This Rate Schedule shall not be available to any Residential Customer:

- (1) Who is currently enrolled in Company's Percentage of Income Payment Plan ("PIPP"); or
- (2) Who is ineligible for service under Rate 315.

Customers described above shall be served under Rate 310, Residential Default Sales Service.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service and Commission's Regulations.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of SCO Service. Customer's gas supply under SCO Service shall be provided by an SCO Supplier, who shall be identified on Customer's bill.

Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Monthly Charge (regardless of usage):

\$32.86 per meter

Riders:

The following Riders shall be applied monthly:

- Sheet No. 32 – Capital Expenditure Program Rider
- Sheet No. 33 – Tax Savings Credit Rider
- Sheet No. 37 – Gross Receipts Excise Tax Rider
- Sheet No. 39 – Uncollectible Expense Rider
- Sheet No. 40 – Percentage of Income Payment Plan Rider
- Sheet No. 41 – Exit Transition Cost Rider
- Sheet No. 42 – S.B. 287 Excise Tax Rider
- Sheet No. 44 – Standard Choice Offer Rider
- Sheet No. 45 – Distribution Replacement Rider
- Sheet No. 46 – Energy Efficiency Funding Rider

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Monthly Charge plus applicable Riders.

Miscellaneous Charges:

The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

Customer Usage and Payment Information Release:

Usage information for the most recent twelve (12) months and payment information for the most recent twenty-four (24) months, if available, shall be provided to Customer upon request.

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VECTREN ENERGY DELIVERY OF OHIO, INC.
Tariff for Gas Service
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RATE 315

RESIDENTIAL TRANSPORTATION SERVICE

APPLICABILITY

This Rate Schedule shall be available to any Residential Customer electing service hereunder when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers. However, this Rate Schedule shall not be available to any Customer whose utility service account is past due at the time Customer desires to initiate this service unless Customer has discharged, or entered into a payment arrangement to discharge, all existing arrearages owed to Company.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service and Commission's Regulations, as well as the applicable provisions of Sheet No. 52 (Choice Supplier Pooling Service Terms and Conditions).

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service. Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

Customer must enter into a contract for firm gas supplies with a Choice Supplier approved by Company for participation in the Choice Supplier Pooling Service under Rate 385. Company will maintain a list of such Choice Suppliers which shall be available by request and on Company's website.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Monthly Charge (regardless of usage):
\$32.86 per meter

Riders:

The following Riders shall be applied monthly:

- Sheet No. 32 – Capital Expenditure Program Rider
- Sheet No. 33 – Tax Savings Credit Rider
- Sheet No. 37 – Gross Receipts Excise Tax Rider
- Sheet No. 39 – Uncollectible Expense Rider
- Sheet No. 40 – Percentage of Income Payment Plan Rider
- Sheet No. 41 – Exit Transition Cost Rider
- Sheet No. 42 – S.B. 287 Excise Tax Rider
- Sheet No. 45 – Distribution Replacement Rider
- Sheet No. 46 – Energy Efficiency Funding Rider

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VECTREN ENERGY DELIVERY OF OHIO, INC.
 Tariff for Gas Service
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RATE 315

RESIDENTIAL TRANSPORTATION SERVICE

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Monthly Charge plus applicable Riders.

Miscellaneous Charges:

The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

BILLING

Company shall bill Customer for all Gas Services provided by Company. Choice Suppliers have the option of either: (1) Company providing billing for Choice Suppliers' services to Customer, or (2) Choice Supplier may bill for those services independently.

TERMS AND CONDITIONS

Choice Supplier Selection:

In order to receive Gas Service under this Rate Schedule, Customer must select and enroll with a Choice Supplier participating in Company's Pooling Program.

Transfer to SCO Service Upon Choice Supplier Default:

As set forth in Sheet No. 52.

Disconnection for Non-Payment of Choice Bill:

Non-payment of the Choice Supplier services portion of the Bill shall subject Customer to disconnection pursuant to Section 4 of Company's General Terms and Conditions.

Customer Usage and Payment Information Release:

Usage information for the most recent twelve (12) months and payment information for the most recent twenty-four (24) months, if available, shall be provided to Customer upon request.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The Public
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VECTREN ENERGY DELIVERY OF OHIO, INC.
Tariff for Gas Service
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RATE 320 **GENERAL DEFAULT SALES SERVICE**

APPLICABILITY

This Rate Schedule is applicable to any Non-Residential Customer electing service hereunder whose Annual Usage is less than 150,000 Ccf and who is ineligible for service under Rate 325 when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service and Commission's Regulations.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Sales Service.

Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge (regardless of usage):

Group 1: \$42.71 per meter
Group 2: \$45.99 per meter
Group 3: \$91.98 per meter

Volumetric Charge (Applicable to Group 2 and Group 3 only):

\$0.18176 per Ccf for all Billing Ccf

Riders:

The following Riders shall be applied monthly:

- Sheet No. 32 – Capital Expenditure Program Rider
- Sheet No. 33 – Tax Savings Credit Rider
- Sheet No. 37 – Gross Receipts Excise Tax Rider
- Sheet No. 39 – Uncollectible Expense Rider
- Sheet No. 40 – Percentage of Income Payment Plan Rider
- Sheet No. 41 – Exit Transition Cost Rider
- Sheet No. 42 – S.B. 287 Excise Tax Rider
- Sheet No. 44 – Standard Choice Offer Rider
- Sheet No. 45 – Distribution Replacement Rider
- Sheet No. 46 – Energy Efficiency Funding Rider

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Charge plus applicable Riders.

Miscellaneous Charges:

The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

Customer Usage and Payment Information Release:

Usage information for the most recent twelve (12) months and payment information for the most recent twenty-four (24) months, if available, shall be provided to Customer upon request.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The Public
Utilities Commission of Ohio.

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VECTREN ENERGY DELIVERY OF OHIO, INC.
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RATE 320
GENERAL DEFAULT SALES SERVICE

Metering:

If Company determines that remote meter reading equipment is needed to monitor Customer's usage more frequently than a monthly basis in order to ensure reasonable accuracy for Company's forecast of the Peak Design Day Demand, Expected Demand, and corresponding Directed Delivery Quantity of the Pool containing such Customer, then Company shall install such remote meter reading equipment and provide the necessary interface with its meters. Customer shall be responsible for the installation and operating and maintenance costs of electric and telephone services, as specified by Company. The availability of the necessary electric and telephone service equipment must be present at Customer's meter location prior to the installation of Company's remote meter reading equipment. Failure by Customer to adequately install and maintain the necessary electric and telephone service will result in termination of its Gas Service under this Rate Schedule.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The
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Issued _____ Issued by Scott E. Albertson, Vice-President Effective _____

VECTREN ENERGY DELIVERY OF OHIO, INC.
 Tariff for Gas Service
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RATE 321

GENERAL STANDARD CHOICE OFFER SERVICE

APPLICABILITY

This Rate Schedule shall be available to any Non-Residential Customer electing service hereunder whose Annual Usage is less than 150,000 Ccf when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers.

This Rate Schedule shall not be available to any Non-Residential Customer who is ineligible for service under Rate 325. In such case, Customer shall be served under Rate 320, General Default Sales Service.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service and Commission's Regulations.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of SCO Service. Customer's gas supply under SCO Service shall be provided by an SCO Supplier, who shall be identified on Customer's bill.

Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge (regardless of usage):

Group 1: \$42.71 per meter
 Group 2: \$45.99 per meter
 Group 3: \$91.98 per meter

Volumetric Charge (Applicable to Group 2 and Group 3 only):

\$0.18176 per Ccf for all Billing Ccf

Riders:

The following Riders shall be applied monthly:

- Sheet No. 32 – Capital Expenditure Program Rider
- Sheet No. 33 – Tax Savings Credit Rider
- Sheet No. 37 – Gross Receipts Excise Tax Rider
- Sheet No. 39 – Uncollectible Expense Rider
- Sheet No. 40 – Percentage of Income Payment Plan Rider
- Sheet No. 41 – Exit Transition Cost Rider
- Sheet No. 42 – S.B. 287 Excise Tax Rider
- Sheet No. 44 – Standard Choice Offer Rider
- Sheet No. 45 – Distribution Replacement Rider
- Sheet No. 46 – Energy Efficiency Funding Rider

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Charge plus applicable Riders.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The
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VECTREN ENERGY DELIVERY OF OHIO, INC.
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RATE 321

GENERAL STANDARD CHOICE OFFER SERVICE

Miscellaneous Charges:

The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

Customer Usage and Payment Information Release:

Usage information for the most recent twelve (12) months and payment information for the most recent twenty-four (24) months, if available, shall be provided to Customer upon request.

Metering:

If Company determines that remote meter reading equipment is needed to monitor Customer's usage more frequently than a monthly basis in order to ensure reasonable accuracy for Company's forecast of the Peak Design Day Demand, Expected Demand, and corresponding Directed Delivery Quantity of the Pool containing such Customer, then Company shall install such remote meter reading equipment and provide the necessary interface with its meters. Customer shall be responsible for the installation and operating and maintenance costs of electric and telephone services, as specified by Company. The availability of the necessary electric and telephone service equipment must be present at Customer's meter location prior to the installation of Company's remote meter reading equipment. Failure by Customer to adequately install and maintain the necessary electric and telephone service will result in termination of its Gas Service under this Rate Schedule.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The Public
Utilities Commission of Ohio.

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VECTREN ENERGY DELIVERY OF OHIO, INC.
 Tariff for Gas Service
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RATE 325

GENERAL TRANSPORTATION SERVICE

APPLICABILITY

This Rate Schedule shall be available to any Non-Residential Customer electing service hereunder whose Annual Usage is less than 150,000 Ccf when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers. However, this Rate Schedule shall not be available to any Customer whose utility service account is past due at the time Customer desires to initiate this service unless Customer has discharged, or entered into a payment arrangement to discharge all existing arrearages owed to Company.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service and Commission's Regulations, as well as the applicable provisions of Sheet No. 52 (Choice Supplier Pooling Service Terms and Conditions).

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service. Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

Customer must enter into a contract for firm gas supplies with a Choice Supplier approved by Company for participation in Choice Supplier Pooling Service under Rate 385. Company will maintain a list of such Choice Suppliers which shall be available by request and on Company's website.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge (regardless of usage):

Group 1: \$42.71 per meter
 Group 2: \$45.99 per meter
 Group 3: \$91.98 per meter

Volumetric Charge (Applicable to Group 2 and Group 3 only):

\$0.18176 per Ccf for all Billing Ccf

Riders:

The following Riders shall be applied monthly:

- Sheet No. 32 – Capital Expenditure Program Rider
- Sheet No. 33 – Tax Savings Credit Rider
- Sheet No. 37 – Gross Receipts Excise Tax Rider
- Sheet No. 39 – Uncollectible Expense Rider
- Sheet No. 40 – Percentage of Income Payment Plan Rider
- Sheet No. 41 – Exit Transition Cost Rider
- Sheet No. 42 – S.B. 287 Excise Tax Rider
- Sheet No. 45 – Distribution Replacement Rider
- Sheet No. 46 – Energy Efficiency Funding Rider

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VECTREN ENERGY DELIVERY OF OHIO, INC.
 Tariff for Gas Service
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RATE 325

GENERAL TRANSPORTATION SERVICE

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Charge plus applicable Riders.

Miscellaneous Charges:

The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

BILLING

Company shall bill Customer for all services provided by Company. Choice Suppliers have the option of either: (1) Company providing billing to Customer for Choice Suppliers' services, or (2) Choice Supplier may bill for those services independently.

TERMS AND CONDITIONS

Choice Supplier Selection:

In order to receive Gas Service under this Rate Schedule, Customer must join a Pool of a Choice Supplier participating in Company's Pooling Program.

Transfer to SCO Service Upon Choice Supplier Default:

As set forth in Sheet No. 52.

Disconnection for Non-Payment of Choice Bill:

Non-payment of the Choice Supplier services portion of the bill shall subject Customer currently receiving Gas Service under this Rate Schedule to disconnection as explained in Section 4 of Company's General Terms and Conditions.

Customer Usage and Payment Information Release:

Usage information for the most recent twelve (12) months and the payment information for the most recent twenty-four (24) months, if available, shall be provided to Customer upon request.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The Public Utilities Commission of Ohio.

Issued _____

Issued by Scott E. Albertson, Vice-President Effective _____

VECTREN ENERGY DELIVERY OF OHIO, INC.
Tariff for Gas Service
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RATE 325

GENERAL TRANSPORTATION SERVICE

Metering:

If Company determines that remote meter reading equipment is needed to monitor Customer's usage more frequently than a monthly basis in order to ensure reasonable accuracy for Company's forecast of the Peak Design Day Demand, Expected Demand, and corresponding Directed Delivery Quantity of the Pool containing such Customer, then Company shall install such remote meter reading equipment and provide the necessary interface with its meters. Customer shall be responsible for the installation and operating and maintenance costs of electric and telephone services, as specified by Company. The availability of the necessary electric and telephone service equipment must be present at Customer's meter location prior to the installation of Company's remote meter reading equipment. Failure by Customer to adequately install and maintain the necessary electric and telephone service will result in termination of its Gas Service under this Rate Schedule.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The Public
Utilities Commission of Ohio.

Issued _____ Issued by Scott E. Albertson, Vice-President Effective _____

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RATE 345

LARGE GENERAL TRANSPORTATION SERVICE

APPLICABILITY

This Rate Schedule is available to any Non-Residential Customer electing service hereunder whose Annual Usage is greater than 50,000 Ccf and less than 500,000 Ccf, and whose Maximum Daily Usage is less than 10,000 Ccf, and to certain other Non-Residential Customers who were receiving service hereunder prior to March 1, 2005, when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service, Transportation Terms and Conditions (Large General and Large Volume) in Sheet No. 50, the Nomination and Balancing Provisions (Large General, Large Volume and Pool Operator) in Sheet No. 51 and the Commission's Regulations.

In addition, Large Transportation Customer receiving service hereunder that has not joined a Pool will also be required to receive service under Rate 380, Pooling Service.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service.

Interim Prepaid Supply Service as described below may also be provided under this Rate Schedule at Company's sole discretion. Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

Company shall provide Transportation Service from existing pipeline delivery points specified by Company to Customer on a non-discriminatory basis subject to the capacity of Company's Operational Systems.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge (regardless of usage):

\$166.00 per meter

Volumetric Charge:

\$0.13161 per Ccf for the first 15,000 of Billing Ccf, plus
 \$0.11949 per Ccf for all Billing Ccf over 15,000 Billing Ccf

Riders:

The following Riders shall be applied monthly:

- Sheet No. 32 – Capital Expenditure Program Rider
- Sheet No. 33 – Tax Savings Credit Rider
- Sheet No. 37 – Gross Receipts Excise Tax Rider
- Sheet No. 42 – S.B. 287 Excise Tax Rider
- Sheet No. 45 – Distribution Replacement Rider

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Charge plus applicable Riders.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The Public
 Utilities Commission of Ohio.

Issued _____ Issued by Scott E. Albertson, Vice-President Effective _____

VECTREN ENERGY DELIVERY OF OHIO, INC.
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RATE 345

LARGE GENERAL TRANSPORTATION SERVICE

Additional Charges:

Costs and charges for service under this Rate Schedule are subject to modification and may include additional costs and charges that the Commission may authorize.

Competitive Flexibility:

The above Rates and Charges may be reduced, in Company's reasonable discretion, as necessary to retain or attract Customer's gas load.

Miscellaneous Charges:

The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

CONTRACT

Customer must contract for Gas Service under this Rate Schedule for an initial term of one (1) year; a longer term may be required to the extent necessary, in the judgment of Company, to justify the construction and other incremental costs required to supply the Gas Service. At the expiration of its initial term such contract shall continue from year to year thereafter. After the initial term, and subject to the limitation on cancellations during the Winter Season, either party may cancel such contract at any time providing six (6) months written notice prior to the first calendar day of the month the contract is to expire. Unless mutually agreed upon, or unless the termination of service by Company is permitted under this Tariff, state law, or Commission Regulations, in no case shall any service pursuant to the contract be terminated during the Winter Season.

MEASUREMENT REQUIREMENT

For purposes of permitting daily meter reading, Company shall, where available, install, provide and maintain cellular equipment and service on Customer's Premises. Until such time that cellular service is installed, or where cellular service is otherwise unavailable, Customer shall install, provide, and maintain on the Premises at a location specified by Company such telephone equipment and service as required for Company's gas measurement equipment and related communications equipment. If Customer's telephone line is deemed inadequate or unreliable for purposes of providing measurement data, and cellular service is unavailable, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

Company shall post preliminary Customer usage throughout the month on its Gas Tracking System ("GTS") as soon as practicable the day after the end of the Gas Day. Preliminary Customer usage will be posted on a best efforts basis and, even in the absence of such posting, shall not be considered reflective of the actual usage to be used for billing purposes.

If the measurement equipment fails to register or registers incorrectly, Company will estimate as accurately as is practicable, the quantity of gas delivered. Customer will pay for Gas Service provided based on such estimate(s), in accordance with the terms and provisions of this Tariff for Gas Service.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The Public
 Utilities Commission of Ohio.

Issued _____ Issued by Scott E. Albertson, Vice-President Effective _____

VECTREN ENERGY DELIVERY OF OHIO, INC.
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RATE 345

LARGE GENERAL TRANSPORTATION SERVICE

CURTAILMENT

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures on file with the Commission. Except in emergencies, Company will endeavor to give at least four (4) hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or due to the lack of advance notice to Customer.

If Customer uses gas in excess of the volume authorized during any Curtailment Period, an Unauthorized Gas Usage Charge as set forth in Sheet No. 30, Miscellaneous Charges, shall be assessed to Customer. In the event Customer fails to comply with Company's Curtailment, Company reserves the right to discontinue Gas Service to Customer.

CREDITWORTHINESS EVALUATION

Company shall perform a creditworthiness evaluation of Customer consistent with Company's standard creditworthiness evaluation practices, including an assessment of the credit risk exposure resulting from, but not limited to, distribution rates and charges, imbalance Cashout charges, interstate pipeline capacity charges, pipeline cashout charges, pipeline penalty charges, reservation charges, and any other amounts owed to Company. If at any time Company determines that the credit risk exposure is greater than any unsecured credit that may be granted resulting from the creditworthiness evaluation, Customer must provide Company with adequate Financial Assurance to cover the difference between the credit risk exposure and any unsecured credit granted prior to, or to continue, receiving service. The provisions of this Rate Schedule and Contract between Company and Customer shall govern Company's creditworthiness requirements and procedures.

INTERIM PREPAID SUPPLY SERVICE

In the event Customer is temporarily unable to obtain supply from a Supplier or Pool Operator, Customer may request that Company attempt to secure interim supply. If interim supply is available, Company shall have no obligation to secure it unless Customer first executes a written agreement with Company and prepays for such service in full. Such service shall be provided on an interruptible basis for a term not to exceed two (2) months, unless a longer term is mutually agreed upon in writing. Customer shall be responsible for meeting all creditworthiness requirements as determined by Company and for all costs incurred by Company associated with such supply, including, without limitation, pre-payment to Company for gas supply and any other related costs incurred by Company.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The Public
 Utilities Commission of Ohio.

Issued _____ Issued by Scott E. Albertson, Vice-President Effective _____

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RATE 360

LARGE VOLUME TRANSPORTATION SERVICE

APPLICABILITY

This Rate Schedule shall be applicable to any Non-Residential Customer that has an Annual Usage of 500,000 Ccf or greater, or has a Maximum Daily Usage of 10,000 Ccf or greater, when, in the judgment of Company, its service facilities are adequate to render Gas Service to Customer without impairing the quality of Company's Gas Service to other Customers.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service, Transportation Terms and Conditions (Large General and Large Volume) in Sheet No. 50, the Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator) in Sheet No. 51, and the Commission's Regulations.

In addition, Large Transportation Customer receiving service hereunder that has not joined a Pool will also be required to receive service under Rate 380, Pooling Service:

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service.

Interim Prepaid Supply Service as described below may also be provided under this Rate Schedule at Company's sole discretion. Gas Service provided hereunder shall be metered separately and all charges shall be calculated separately from Gas Service provided under any other Rate Schedule. The delivery pressure to Customer shall be that which is available at Customer's Premises.

Company shall provide Transportation Service from existing pipeline delivery points specified by Company to Customer on a non-discriminatory basis subject to the capacity of Company's Operational Systems.

RATES AND CHARGES

The monthly Rates and Charges for Gas Service under this Rate Schedule shall be:

Customer Charge (regardless of usage):

\$524.00 per meter

Volumetric Charge:

\$0.10406 per Ccf for the first 50,000 of Billing Ccf, plus
\$0.09272 per Ccf for the next 150,000 of Billing Ccf, plus
\$0.07431 per Ccf for all Billing Ccf over 200,000 Billing Ccf

Riders:

The following Riders shall be applied monthly:

- Sheet No. 32 – Capital Expenditure Program Rider
- Sheet No. 33 – Tax Savings Credit Rider
- Sheet No. 37 – Gross Receipts Excise Tax Rider
- Sheet No. 42 – S.B. 287 Excise Tax Rider
- Sheet No. 45 – Distribution Replacement Rider

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Charge plus applicable Riders.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The Public
Utilities Commission of Ohio.

Issued _____ Issued by Scott E. Albertson, Vice-President Effective _____

VECTREN ENERGY DELIVERY OF OHIO, INC.
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RATE 360

LARGE VOLUME TRANSPORTATION SERVICE

Additional Charges:

Costs and charges for service under this Rate Schedule are subject to modification and may include additional costs and charges that the Commission may authorize.

Competitive Flexibility:

The above Rates and Charges may be reduced, in Company's reasonable discretion, as necessary to retain or attract Customer's gas load.

Miscellaneous Charges:

The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Customer if applicable.

CONTRACT

Customer must contract for Gas Service under this Rate Schedule for an initial term of two (2) years; a longer term may be required to the extent necessary, in the judgment of Company, to justify the construction and other incremental costs required to supply the Gas Service. At the expiration of its initial term such contract shall continue from year to year thereafter. After the initial term, and subject to the limitation on cancellations during the Winter Season, either party may cancel such contract at any time providing three (3) months written notice prior to the first calendar day of the month the contract is to expire. Unless mutually agreed, or unless the termination of service by Company is permitted under this Tariff, state law, or Commission Regulations, in no case shall any service pursuant to the contract be terminated during the Winter Season.

MEASUREMENT REQUIREMENT

For purposes of permitting daily meter reading, Company shall, where available, install, provide and maintain cellular equipment and service on Customer's Premises. Until such time that cellular service is installed, or where cellular service is otherwise unavailable, Customer shall install, provide, and maintain on the Premises at a location specified by Company such telephone equipment and service as required for Company's gas measurement equipment and related communications equipment. If Customer's telephone line is deemed inadequate or unreliable for purposes of providing measurement data, and cellular service is unavailable, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

Company shall post preliminary Customer usage throughout the month on its Gas Tracking System ("GTS") as soon as practicable the day after the end of the gas day. Preliminary Customer usage will be posted on a best efforts basis and, even in the absence of such posting, shall not be considered reflective of the actual usage to be used for billing purposes.

If the measurement equipment fails to register or registers incorrectly, Company will estimate as accurately as is practicable, the quantity of gas delivered. Customer will pay for Gas Service provided based on such estimate(s), in accordance with the terms and provisions of this Tariff for Gas Service.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The Public
 Utilities Commission of Ohio.

Issued _____ Issued by Scott E. Albertson, Vice-President Effective _____

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RATE 360

LARGE VOLUME TRANSPORTATION SERVICE

CURTAILMENT

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures on file with the Commission. Except in emergencies, Company will endeavor to give four (4) hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or due to the lack of advance notice to Customer.

If Customer uses gas in excess of the volume authorized during any Curtailment Period, an Unauthorized Gas Usage Charge as set forth in Sheet No. 30, Miscellaneous Charges, shall be assessed to Customer. In the event Customer fails to comply with Company's Curtailment, Company reserves the right to discontinue Gas Service to Customer.

CREDITWORTHINESS EVALUATION

Company shall perform a creditworthiness evaluation of Customer consistent with Company's standard creditworthiness evaluation practices, including an assessment of the credit risk exposure resulting from, but not limited to, distribution rates and charges, imbalance Cashout charges, interstate pipeline capacity charges, pipeline cashout charges, pipeline penalty charges, reservation charges, and any other amounts owed to Company. If at any time Company determines that the credit risk exposure is greater than any unsecured credit that may be granted resulting from the creditworthiness evaluation, Customer must provide Company with adequate Financial Assurance to cover the difference between the credit risk exposure and any unsecured credit granted prior to, or to continue, receiving service. The provisions of this Rate Schedule and Contract between Company and Customer shall govern Company's creditworthiness requirements and procedures.

INTERIM PREPAID SUPPLY SERVICE

In the event Customer is temporarily unable to obtain supply from a Supplier or Pool Operator, Customer may request that Company attempt to secure interim supply. If interim supply is available, Company shall have no obligation to secure it unless Customer first executes a written agreement with Company and prepays for such service in full. Such service shall be provided on an interruptible basis for a term not to exceed two (2) months, unless a longer term is mutually agreed upon in writing. Customer shall be responsible for meeting all creditworthiness requirements as determined by Company and for all costs incurred by Company associated with such supply, including, without limitation, pre-payment to Company for gas supply and any other related costs incurred by Company.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The Public
 Utilities Commission of Ohio.

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RATE 380 **POOLING SERVICE** **(LARGE TRANSPORTATION CUSTOMERS)**

APPLICABILITY

This Pooling Service is applicable to:

- (1) Any Pool Operator approved pursuant to the provisions of this Rate Schedule to manage gas supplies for Large Transportation Customers served under Rate 345 and/or Rate 360, and
- (2) Any Large Transportation Customer that does not join a Pool and manages its own gas supplies. Such Large Transportation Customer, for purposes of this Rate Schedule, shall be referred to as a Pool Operator, and references to the usage requirements of Pool Customer(s) shall refer to such Customer's usage requirements.

Gas Service rendered under this Rate Schedule shall be subject to Company's General Terms and Conditions, Transportation Terms and Conditions contained in Sheet No. 50, and Nomination and Balancing Provisions contained in Sheet No. 51 included in this Tariff for Gas Service, and Commission's Regulations, as well as the applicable provisions of the Pooling Agreement.

Pool Operator warrants that all gas delivered by or on behalf of Transportation Customer(s) shall meet the quality, pressure, heating value and other quality specifications of the applicable FERC Gas Tariff of the interstate gas pipeline delivering said gas to Company.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Pooling Service for Rates 345 and 360 Large Transportation Customers. Pool Operators are subject to provisions of this Rate Schedule.

Pool Operator shall deliver to Company gas supplies needed to satisfy the daily and monthly usage requirements of Pool Operator's Pool Customers in accordance with the requirements set forth in this Rate Schedule, Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator) contained in Sheet No. 51, and in the Pooling Agreement described in this Rate Schedule. Pooling will not be permitted across multiple Operational Systems unless approved in writing in advance by Company.

Pool Operator shall provide nominations for its Pool Customers' deliveries. For purposes of calculating daily and monthly imbalances, the usages of all Customers within a Pool will be combined into a single Pool usage total, which will be matched against the Pool Operator's total pipeline deliveries for such Pool.

Pool Operator shall be responsible for complying with Operational Flow Orders, daily and monthly balancing, and the payment of any Daily and Monthly Imbalance Charges. Large Transportation Customer shall remain responsible for all charges under Rate 345 or 360, as applicable.

CHARGES

Pool Operator's Bill shall be rendered monthly, and shall consist of the following charges, as applicable:

Nomination and Balancing Charges:

All nomination and balancing charges and imbalance trading charges associated with Pool Operator's Pool, including those listed in Sheet No. 51, Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator), shall be billed to Pool Operator each month.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The Public
 Utilities Commission of Ohio.

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VECTREN ENERGY DELIVERY OF OHIO, INC.
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RATE 380 **POOLING SERVICE** **(LARGE TRANSPORTATION CUSTOMERS)**

Related Charges:

Pool Operator shall reimburse Company for all charges and costs incurred in connection with interstate pipeline transportation of Pool Operator-Delivered Gas including, but not limited to, any gas costs, penalty charges, or cashouts.

Riders: The following Riders shall be applied monthly:

- Sheet No. 37 – Gross Receipts Excise Tax Rider

Miscellaneous Charges:

The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Pool Operator if applicable.

PROVISIONS AND REQUIREMENTS FOR LARGE TRANSPORTATION CUSTOMER PARTICIPATION

Large Transportation Customers including those defined as Pool Operators for purposes of this Rate Schedule shall comply with the following provisions and requirements:

Agreement:

Large Transportation Customer shall execute an agency agreement with Company that designates its selected Pool Operator from a list of available Company-approved Pool Operators that have signed Pooling Agreements with Company and who comply with the provisions of this Rate Schedule. Such elections will carry over from month to month unless changed pursuant to the terms of the agency agreement.

Initiation of Pooling Service:

Large Transportation Customer that desires to receive service under this Rate Schedule shall first satisfy all applicable requirements, including execution and Company acceptance of any required agreements. Once Company determines that these requirements have been met, service under this Rate Schedule will occur effective on the first calendar day of the following month as pursuant to the terms of the agency agreement.

Large Transportation Customer's past due charges must be cured prior to joining a Pool Operator's Pool, and prior imbalances, if any, are not transferable to a new Pool.

PROVISIONS AND REQUIREMENTS FOR POOL OPERATOR PARTICIPATION

Pool Operator shall comply with the following provisions and requirements:

Agreement:

Pool Operator must enter into an applicable written Pooling Agreement with Company, which sets forth specific covenants and obligations undertaken by Company and Pool Operator under this Rate Schedule on behalf of the Pool's Customer(s). The Pooling Agreement shall have an initial term of not less than one (1) year and shall automatically extend for succeeding annual terms thereafter subject to cancellation by either party after written notice submitted not less than six (6) months in advance of the end of the initial term or any succeeding annual term unless otherwise mutually agreed upon. However, in no event shall the Pooling Agreement expire during the Winter Season, unless such Winter Season termination date is mutually agreed upon, or Pool Operator fails to perform its responsibilities hereunder and Company elects to terminate Pool Operator's participation hereunder.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The Public
 Utilities Commission of Ohio.

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RATE 380
POOLING SERVICE
(LARGE TRANSPORTATION CUSTOMERS)

PROVISIONS AND REQUIREMENTS FOR POOL OPERATOR PARTICIPATION (Continued)

Creditworthiness Standards and Requirements:

In order to qualify for participation in the Pooling Program, Pool Operator must:

- 1) Complete and sign Company's Pool Operator Registration Form and Credit Application;
- 2) Sign Company's Pooling Agreement;
- 3) Adhere to the credit requirements set forth in the Pooling Agreement; and
- 4) Provide any Financial Assurance as determined by any initial or ongoing credit evaluation performed by Company.

As noted, Pool Operator's creditworthiness will be evaluated by Company prior to its participation in the Pooling Program, and if successful in becoming a Pool Operator, on an ongoing basis thereafter. Company will apply, on a non-discriminatory basis, reasonable financial standards to assess the Pool Operator's creditworthiness, scope of operations, and level of risk to the Company. Based on such evaluation, Pool Operator's level of participation may be increased or decreased, additional security may be required, or Pool Operator may be removed from further participation in the Pooling Service.

The provisions of the Rate Schedule and Pooling Agreement shall govern Company's creditworthiness requirements and procedures.

Nomination and Balancing Provisions:

Pool Operator shall be subject to the Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator) in Sheet No. 51.

Curtailment Procedures:

Pool Operator shall be subject to the Curtailment Procedures on file with the Commission.

Required Regulatory Approvals:

Pool Operator must have obtained all required regulatory approvals related to the transportation of Pool Operator-Delivered Gas.

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 Utilities Commission of Ohio.

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RATE 385

CHOICE SUPPLIER POOLING SERVICE

APPLICABILITY

This Pooling Service is applicable to any Company-approved Choice Supplier delivering firm gas supplies to Company's Operational System on behalf of Customers receiving Residential Transportation Service under Rate 315 or General Transportation Service under Rate 325. For purposes of this Rate Schedule, references to Choice Supplier also include a Governmental Aggregator delivering firm gas supplies to Company's Operational Systems on behalf of Customers receiving Residential Transportation Service under Rate 315 or General Transportation Service under Rate 325.

Several terms and conditions contained within this Rate Schedule differ depending on whether a Choice Supplier Pool is comprised entirely of Non-Mercantile Customers, or if such Pool contains any Mercantile Customers. As appropriate, the various sections within this Rate Schedule shall identify such differing requirements.

This Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service, Choice Supplier Pooling Service Terms and Conditions in Sheet No. 52, and the Commission's Regulations, as well as the applicable provisions of the Choice Supplier Pooling Agreement.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Pooling Service for Rate 315 or Rate 325 Customers. Choice Supplier shall deliver to Company gas supplies needed to satisfy the usage requirements of Choice Supplier's Pool Customers.

MONTHLY STATEMENT

Choice Supplier's monthly statement shall reflect the following fees, charges and credits, as applicable:

Choice Eligible Customer Account List Fee:

Company shall make available to Choice Suppliers an electronic list of Customer accounts eligible to participate in such Program as defined in Section 4929.22-(B) of the Revised Code. Under the annual option, \$0.08 shall be charged for each account included on the initial list, with updated lists provided during the three (3) subsequent quarters at no additional cost. The charge per account for any requests for the Customer account list beyond what is included in the annual option will be \$0.05 per account. Choice Eligible Customer account lists may only be used by Company-approved Choice Supplier or Governmental Aggregator for purposes related to the provision of gas supply services to Customer.

Nomination Error Charge:

\$0.50 per Dth applied to the difference between Choice Supplier's daily pipeline nomination volume submitted by Supplier to Company on its Gas Tracking System ("GTS") and the pipeline daily confirmed volume delivered to Company, for each day of difference. The charge also applies to the differences in volumes arising from failures to nominate, including off-system Columbia storage withdrawals, and nominations indicating incorrect information, such as incorrect pipeline, city gate or contract number. The charge will not be assessed if differences are due to the reduction of pipeline deliveries by pipeline, or volumes allocated to Choice Supplier(s) by an interstate pipeline when no balancing agreement is in place between pipeline and Company. Choice Supplier is responsible for identifying and correcting all nomination errors, or changes to pipeline nominations.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The
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RATE 385

CHOICE SUPPLIER POOLING SERVICE

MONTHLY STATEMENT (Continued)

DDQ Non-Compliance Charge:

\$15.00 per Dth on days in which no Operational Flow Order ("OFO") is in effect (provided no alternate arrangements are made with Company) applied to the daily difference between the Pool's DDQ and aggregate deliveries.

City-Gate Allocation Non-Compliance Charge:

\$5.00 per Dth for any daily city gate nomination less than the minimum or greater than the maximum city-gate allocation requirement.

OFO Non-Compliance Charge:

In the event of a Company issued Operational Flow Order ("OFO"), a \$35.00 per Dth charge shall be assessed on any volumes over, under or otherwise inconsistent with the applicable restrictions specified by Company in the OFO notice.

Storage Non-Compliance Charge:

A charge per Dth shall be assessed for any volumes less than or greater than the Company-established minimum or maximum daily storage injection and withdrawal requirements, or any volumes less than the minimum storage inventory quantity requirement. The charge shall be \$35.00 per Dth per occurrence, and Choice Supplier may be considered in default, at the sole discretion of Company, after the fifth occurrence during the 12-month period beginning April 1 of each year. In the event that Columbia allows daily over-injection or over-withdrawal rights, Company shall not impose the Storage Non-Compliance Charge on any injected or withdrawn volumes that are greater than the maximum daily injection and withdrawal limits set by Company.

Monthly Volume Reconciliation Amount:

Charge or credit as determined by the Monthly Volume Reconciliation as set out in Sheet No. 52.

Peaking Supplies Charge:

The cost of peaking supplies provided by Company for Choice Supplier's Pool as set forth in the Allocation of Peaking Supplies section of Sheet No. 52.

Meter Operator Charges:

Choice Supplier shall reimburse Company for penalties Company incurs as meter operator. Penalties will be assessed to each Choice Supplier in proportion to its contribution to the violation.

System Balancing Amount:

Gas cost charges or credits associated with Choice Suppliers' daily and monthly imbalance Cashouts.

POLR Amount:

Any credits payable to Choice Supplier for providing Provider of Last Resort services.

Customer Billing Amount:

Choice commodity amounts billed to Choice Customers by Company on behalf of Choice Supplier.

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RATE 385

CHOICE SUPPLIER POOLING SERVICE

Pipeline Delivery Point Balancing Amount:

Charges or credits associated with pipeline delivery point cashouts, OBA settlements, or other related costs allocated to Choice Supplier.

Additional Service Charges:

Fees and Charges for any other service shall be established by Company and assessed on a non-discriminatory basis. If Choice Supplier desires a billing service or custom rate that is not readily available in Company's billing system, and provided that such service or customer rate may be feasibly provided, Choice Supplier and Company shall negotiate a fee that shall include all programming and other costs associated with implementing such custom billing requirements.

Pipeline Invoice Charge:

Charges or credits reflecting the difference between interstate pipeline charges and the actual credits received, on capacity released to Choice Supplier via mandatory capacity release.

Related Charges:

Choice Supplier shall reimburse Company for all charges and costs incurred in connection with interstate pipeline transportation of Choice Supplier-Delivered Gas including, but not limited to, any gas costs, penalty charges, or cashouts.

Riders:

The following Riders shall be applied monthly; as applicable.

- Sheet No. 37 – Gross Receipts Excise Tax Rider

Miscellaneous Charges:

The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Choice Supplier if applicable.

REQUIREMENTS FOR CHOICE SUPPLIER PARTICIPATION

In order to qualify for participation under the Pooling Program, Choice Supplier applicant must do all the following:

- 1) Complete and sign Company's Choice Supplier Registration Form and Credit Application;
- 2) Sign Company's Choice Supplier Pooling Agreement;
- 3) Pay a \$1,000 fee for Company to obtain and maintain a first priority perfected Uniform Commercial Code - 1 ("UCC-1") lien and related administrative procedures;
- 4) Remit a \$3,000 deposit for Electronic Data Interchange ("EDI") testing and successfully complete EDI testing requirements;
- 5) Maintain comparable firm capacity as set out in the Choice Supplier Pooling Service Terms and Conditions;
- 6) Adhere to the terms and conditions of this Rate Schedule, Choice Pooling Agreement with Company, and any other applicable provisions of Company's Tariff;
- 7) Maintain a computer and internet connection necessary to access Company's GTS; and
- 8) Provide a copy of, and maintain thereafter, the certificate demonstrating that Choice Supplier applicant is certified by the PUCO to provide retail natural gas service.

If Choice Supplier applicant is approved to participate in the Choice Program and begins serving Choice customers within ninety (90) days of approval, the EDI testing deposit will be refunded without interest. However, if Choice Supplier applicant is not approved to participate in the Choice Program or does not begin serving Choice customers within ninety (90) days of approval, Company shall retain the deposit and apply it to general revenues.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The Public Utilities Commission of Ohio.

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RATE 385

CHOICE SUPPLIER POOLING SERVICE

REQUIREMENTS FOR CHOICE SUPPLIER PARTICIPATION (Continued)

Within ninety (90) days of receiving approval to participate in the Choice Program, Choice Supplier must achieve, and maintain thereafter, a minimum customer base of at least one hundred (100) Customers or a sales forecast of ten thousand (10,000) Mcf of annual projected Customer sales ("Minimum Requirements").

Choice Suppliers will be evaluated by Company at least annually to determine if further credit assurance beyond the UCC-1 lien is necessary. Company will apply, on a non-discriminatory basis, reasonable financial standards to assess the Choice Supplier's creditworthiness, scope of operations, and level of risk to the Company. The provisions of this Rate Schedule and Choice Supplier Pooling Agreement between Company and Choice Supplier shall govern Company's creditworthiness requirements and procedures.

Choice Suppliers will be removed from the Choice Program if PUCO certification is rescinded, not maintained, abandoned, or otherwise removed or invalidated. Choice Suppliers may be removed if Choice Supplier's customer base or annual sales forecast falls below the Minimum Requirements; Choice Supplier fails to establish sufficient creditworthiness; or Choice Supplier otherwise materially fails to comply with the requirements of this Rate Schedule, other applicable provisions of Company's Tariff, its Contract with Company, or the statutes and regulations applicable to retail natural gas suppliers and service. The foregoing acts or failures to act may be considered material acts of default under Chapter 4901:1-27 OAC.

If Choice Supplier's participation in the Program was previously terminated due to Choice Supplier's default or for any other reason, Choice Supplier in its new application shall provide information acceptable to Company that such cause for termination has been corrected and will be avoided in the future.

Company shall maintain a list of Choice Suppliers currently meeting the requirements for Program participation and shall make such list available by request and via Company's website.

AGREEMENT

Pursuant to Rule 4901:1-29-13(B) OAC, Choice Supplier must enter into a written Choice Supplier Pooling Agreement with Company which sets forth specific covenants and obligations undertaken by Company and Choice Supplier under this Rate Schedule on behalf of its Pool Customers. At a minimum the Choice Supplier Pooling Agreement shall include the following provisions: representations and warranties, indemnification, limitations on liability, default (breach), remedies, force majeure, commencement and term. The Choice Supplier Pooling Agreement shall have an initial term of not less than one (1) year and shall automatically extend for succeeding annual terms thereafter subject to cancellation by either party pursuant to the provisions of the Agreement. However, in no case shall any service pursuant to the Agreement be terminated during the Winter Season unless termination mutually agreed upon or otherwise permitted under the Agreement or any provision of this Tariff. Company shall have the right to terminate at any time after providing thirty (30) days written notice if Choice Supplier has not obtained or retained the minimum number of enrollments or volumes, or if Choice Supplier fails any subsequent creditworthiness evaluations and Choice Supplier has not taken the necessary steps to cure the failure.

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RATE 396

SCO SUPPLIER SERVICE

APPLICABILITY

This Service is applicable to any Company-approved SCO Supplier delivering firm gas supplies to Company's Operational Systems for Customers receiving service under Rates 310, 311, 320, and 321.

This Rate Schedule shall be subject to Company's General Terms and Conditions included in this Tariff for Gas Service, SCO Supplier Service Terms and Conditions in Sheet No. 56, and the Commission's Regulations, as well as the applicable provisions of the SCO Supplier Agreement.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of SCO and DSS supply. SCO Supplier shall deliver to Company gas supplies needed to satisfy the usage requirements of SCO Supplier's Customers and a proportionate share of DSS usage requirements.

MONTHLY STATEMENT

SCO Supplier's monthly statement shall reflect the following fees, charges and credits, as applicable:

Nomination Error Charge:

\$0.50 per Dth applied to the difference between SCO Supplier's daily pipeline nomination volume submitted by SCO Supplier to Company on its Gas Tracking System ("GTS") and the pipeline daily confirmed volume delivered to Company, for each day of difference. The charge also applies to the differences in volumes arising from failures to nominate including off-system Columbia storage withdrawals, and nominations indicating incorrect information, such as incorrect pipeline, city gate or contract number. The charge will not be assessed if differences are due to the reduction of pipeline deliveries by pipeline, or volumes allocated to SCO Supplier(s) by an interstate pipeline when no balancing agreement is in place between pipeline and Company. SCO Supplier is responsible for identifying and correcting all nomination errors, or changes to pipeline nominations.

DDQ Non-Compliance Charge:

\$15.00 per Dth on days in which no Operational Flow Order ("OFO") is in effect (provided no alternate arrangements are made with Company) applied to the daily difference between the Tranche's DDQ and aggregate deliveries.

City Gate Allocation Non-Compliance Charge:

\$5.00 per Dth for any daily city gate nomination less than the minimum or greater than the maximum City Gate Allocations percentage requirement.

OFO Non-Compliance Charge:

In the event of a Company issued Operational Flow Order ("OFO"), a \$35.00 per Dth charge shall be assessed on any volumes over, under, or otherwise inconsistent with the applicable restrictions specified by Company in the OFO notice.

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RATE 396

SCO SUPPLIER SERVICE

Storage Non-Compliance Charge:

A charge per Dth shall be assessed for any volumes less than or greater than the Company-established minimum or maximum daily storage injection and withdrawal requirements, or any volumes less than the minimum storage inventory quantity requirement. The charge shall be \$35.00 per Dth per occurrence, and SCO Supplier may be considered in default, at the sole discretion of Company, after the fifth occurrence during the 12-month period beginning April 1 of each year. In the event that Columbia allows daily over-injection or over- withdrawal rights, Company shall not impose the Storage Non-Compliance Charge on any injected or withdrawn volumes that are greater than the maximum daily injection and withdrawal limits set by Company.

Monthly Reconciliation Amount:

Charge or credit as determined by the Monthly Volume Reconciliation as set out in Sheet No. 56.

Peaking Supplies Charge:

The cost of peaking supplies provided by Company for SCO Supplier's Tranche as set forth in the Allocation of Peaking Supplies section of Sheet No. 56.

Meter Operator Charges:

SCO Supplier shall reimburse Company for penalties Company incurs as meter operator. Penalties will be assessed to each SCO Supplier that contributed to the penalty in proportion to its contribution to the violation.

System Balancing Amount:

Gas cost charges or credits associated with SCO Suppliers' daily and monthly imbalance Cashouts.

POLR Amount:

Any credits payable to SCO Supplier for providing Provider of Last Resort services.

Customer Billing Amount:

SCO Price amounts billed to SCO Customers by Company on behalf of SCO Supplier.

Pipeline Delivery Point Balancing Amount:

Charges or credits associated with pipeline delivery point cashouts, OBA settlements, or other related costs allocated to SCO Supplier.

Pipeline Invoice Charge:

Charges or credits reflecting the difference between interstate pipeline charges, and the actual credits received on capacity released to SCO Supplier via mandatory capacity release.

Related Charges:

SCO Supplier shall reimburse Company for all charges and costs incurred in connection with interstate pipeline transportation of SCO Supplier-Delivered Gas including, but not limited to, any gas costs, penalty charges, penalty charges, or cashouts.

Riders:

The following Riders shall be applied monthly, as applicable:

- Sheet No. 37 – Gross Receipts Excise Tax Rider

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The Public Utilities Commission of Ohio.

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RATE 396

SCO SUPPLIER SERVICE

Miscellaneous Charges:

The Miscellaneous Charges set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to SCO Supplier if applicable.

REQUIREMENTS FOR SCO SUPPLIER PARTICIPATION

In order to qualify for participation under the SCO Program, including any auction process, SCO Supplier applicant must:

- 1) Complete and sign SCO Supplier Registration Form and Credit Application with Company;
- 2) Sign Company's SCO Supplier Agreement, which, among other items, provides Company a security interest in all SCO receivables
- 3) Provide any additional Financial Assurance as determined by ongoing credit evaluations performed by Company;
- 4) Successfully pass Company's Electronic Data Interchange ("EDI") testing requirements;
- 5) Maintain comparable firm capacity as set out in the SCO Supplier Terms and Conditions;
- 6) Adhere to the terms and conditions of this Rate Schedule;
- 7) Have a computer and internet access necessary to access Company's gas transportation system; and
- 8) Maintain a certificate demonstrating that SCO Supplier is certified by the PUCO to provide retail natural gas service.

As noted, SCO Supplier's creditworthiness will be evaluated by Company prior to its participation in any SCO auction, and if successful in the auction, on an ongoing basis thereafter. Company will apply, on a non-discriminatory basis, reasonable financial standards to assess the SCO Supplier's creditworthiness, scope of operations, and level of risk to the Company. The provisions of this Rate Schedule and Contract between Company and SCO Supplier shall govern Company's creditworthiness requirements and procedures.

AGREEMENT

Pursuant to Rule 4901:1-29-13(B) OAC, SCO Supplier must enter into a written SCO Supplier Agreement with Company which shall set forth specific covenants and obligations undertaken by Company and SCO Supplier under this Rate Schedule. At a minimum the SCO Supplier Agreement shall include the following provisions: representations and warranties, indemnification, limitations on liability, default (breach), remedies, force majeure, commencement and term. The SCO Supplier Agreement shall have a term consistent with the SCO Phase term as approved by the Commission.

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MISCELLANEOUS CHARGES

APPLICABILITY

The following Miscellaneous Charges shall be applied to Customer's Bill if appropriate based on the referenced circumstances.

MISCELLANEOUS CHARGES

<u>Charge</u>	<u>Reference</u>	<u>Amount</u>
Gas Meter Testing Charge	(Sheet No. 62, Section 3.A.)	\$ 40.00
Investigation Fee	(Sheet No. 63, Section 4.A.6.)	
Ordinary Investigation Fee		\$125.00
Extensive Investigation Fee		\$ 35.00 per hour worked
Reconnection Charge	(Sheet No. 62, Section 3.C. and Sheet No. 63, Section 4.D. and Sheet No. 67, Section 8.D.)	
Reconnection at the meter		\$ 60.00
Reconnection at the service line		\$ 60.00

After Hours Charge

When gas service is initially connected, reconnected or disconnected outside of normal business hours at Customer's request, Customer shall be charged an After Hours Charge of \$25.00 in addition to any other applicable charges for each connection, reconnection or disconnection.

Trip and Labor Charges

Trip and Labor Charges shall be added to Customer's account when Customer requests Company to investigate "no gas" or "low pressure" circumstances at Customer's Premises when, upon investigation, the problem(s) causing the condition are not on Company's system. The charges that will apply are:

During Normal Business Hours
 \$35.00

Outside of Normal Business Hours
 \$71.77

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MISCELLANEOUS CHARGES

Late Payment Charge

Payment of the total amount due must be received by Company or an authorized agent by the due date shown on the Bill. If Customer, Pool Operator, Choice Supplier, or SCO Supplier does not pay the total amount due to Company by the due date shown, an additional amount equal to one and one half percent (1.5%) of the total unpaid balance shall also become due and payable. This provision is not applicable to unpaid account balances of Customers enrolled in income payment plans pursuant to OAC Rule 4901:1-18-04, the collection of undercharges under ORC Section 4933.28 or other Company or PUCO approved payment plan arrangements.

Returned Payment Charge

A Returned Payment Charge of \$25.00 shall be added to Customer's account each time a payment is returned unpaid by the financial institution. Any Customer receiving a Bill from Company containing charges for more than one (1) Gas Service will be assessed a maximum of one (1) Returned Payment Charge per payment returned.

Unauthorized Gas Usage Charge

Gas usage by Customer in excess of the quantity allowed pursuant to the Curtailment Procedures and any instructions provided by Company thereunder shall be considered Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge as indicated below:

- a. Rate 345 and Rate 360 Customers, when directed to reduce usage to their Plant Protection Level, shall be subject to an Unauthorized Gas Usage Charge at a rate equal to three (3) times the Columbia Daily Index Price as reported in Platts Inside FERC Gas Market Report ("IFERC Gas Market Report") for the applicable day for "Columbia Gas Appalachia" under the heading "Midpoint", plus applicable variable costs including fuel retention, pipeline, and pipeline variable charges, for any volumes consumed greater than Customer's Plant Protection Level.
- b. If Pool Operator under Rate 380 delivers less gas to Company's system than the Pool Customers' collective Plant Protection Level, Pool Operator shall be subject to an Unauthorized Gas Usage Charge of \$35.00 per Dth for the under delivered volumes in addition to the applicable OFO Non-Compliance charges.
- c. All other Customers shall be subject to an Unauthorized Gas Usage Charge of \$3 per Billing Ccf.

Avoided Disconnection Charge

If payment is made to a Company representative whose authorized purpose was to disconnect service and who is authorized to accept such payment, or to a Company representative dispatched to Customer's Premises to accept payment, an Avoided Disconnection Charge of \$15.00 shall be assessed on each trip to such Premises and shall be payable at such time.

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GAS COST RECOVERY RIDER

APPLICABILITY

The Gas Cost Recovery ("GCR") Rider is applicable to any Sales Service Customer.

This Rider is suspended indefinitely pursuant to the Company's Merchant Exit Transition Plan.

DESCRIPTION

The Gas Cost Recovery Charge shall be the product of the billing Ccf and the GCR Rate.

The Gas Cost Recovery Rate (GCR Rate) will be determined pursuant to the requirements of Chapter 4901:1-14 of the OAC.

GCR RATE

The GCR Rate for _____ 20__ is \$ _____ /Ccf.

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CAPITAL EXPENDITURE PROGRAM RIDER

APPLICABILITY

The Capital Expenditure Program ("CEP") Rider is applicable to any Customer served under the Rate Schedules identified below.

- Rate 310 - Residential Default Sales Service
- Rate 311 - Residential Standard Choice Offer Service
- Rate 315 - Residential Transportation Service
- Rate 320 - General Default Sales Service
- Rate 321 - General Standard Choice Offer Service
- Rate 325 - General Transportation Service
- Rate 345 - Large General Transportation Service
- Rate 360 - Large Volume Transportation Service

DESCRIPTION

The CEP will recover deferred costs, including depreciation and property tax expense and accrued post-in-service carrying costs, associated with Company's capital expenditure program under Ohio Revised Code 4929.111, approved by the Commission in Case No. 18-0049-GA-ALT. All applicable Customers shall be assessed either (a) a monthly charge in addition to the Monthly Charge or Customer Charge component of their applicable Rate Schedule, or (b) a volumetric charge applicable to each Billing Ccf of metered gas usage each month.

Actual costs and actual recoveries are reconciled in each annual CEP update, with any under- or over-recovery being recovered or returned over the next twelve (12) month period.

RECONCILIATION

The CEP Rider is subject to reconciliation or adjustment annually, including but not limited to, increases or refunds. Such reconciliation or adjustment shall be limited to: (1) the twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the Commission in the docket those rates were approved or the Supreme Court of Ohio; (2) the Commission's orders in Case No. 18-47-AU-COI or any case ordered by the Commission to address tax reform changes.

CAPITAL EXPENDITURE PROGRAM RIDER CHARGE

The charges for the respective Rate Schedules are:

<u>Rate Schedule</u>	<u>\$ Per Month</u>	<u>\$ Per Billing Ccf</u>
310, 311 and 315	\$0.00	
320, 321 and 325 (Group 1)	\$0.00	
320, 321 and 325 (Group 2 and 3)		\$0.00000
345		\$0.00000
360		\$0.00000

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TAX SAVINGS CREDIT RIDER

[Tax Savings Credit Rider
proposed in Case No. 19-0029-GA-ATA]

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SUSPENDED **MIGRATION COST RIDER**

APPLICABILITY

The Migration Cost Rider is applicable to any Customer served under the following Rate Schedules:

- Rate 310 – Residential Sales Service
- Rate 315 – Residential Transportation Service
- Rate 320 – General Sales Service
- Rate 325 – General Transportation Service

This Rider is suspended indefinitely pursuant to the Company's Merchant Exit Transition Plan.

DESCRIPTION

The Migration Cost Rider Rate shall be applied to each Ccf of Customer's billed usage each month.

The Migration Cost Rider recovers all costs incurred for Company's gas supply commitments that are no longer required due to Customers migrating from Residential or General Sales Services to Residential or General Transportation Services, including but not limited to, the costs of no longer needed pipeline capacity entitlements.

MIGRATION COST RIDER RATE

The Migration Cost Rider Rate is \$_____per Ccf.

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SUSPENDED **BALANCING COST RIDER**

APPLICABILITY

The Balancing Cost Rider shall be applicable to Suppliers served under Rate 385 – Pooling Service (Residential and General).

This Rider is suspended indefinitely pursuant to the Company's Merchant Exit Transition Plan.

DESCRIPTION

Each month, Supplier shall be assessed the Balancing Cost Rider Rate for all billed Ccf of its Pool Customers for the associated cycle month.

This Rider recovers the costs incurred by Company for interstate pipeline transportation and storage services and any other services needed to provide operational balancing to Suppliers' Pools.

Company shall adjust this Rider annually effective November 1st of each year to reflect changes in the costs to be recovered.

All Balancing Cost Rider revenues recovered shall be credited to the GCR gas costs.

BALANCING COST RIDER RATE

The Balancing Cost Rider Rate for Pool Customer's billed Ccf on and after _____, 20__ is \$ _____ per Ccf.

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GROSS RECEIPTS EXCISE TAX RIDER

APPLICABILITY

The Gross Receipts Excise Tax Rider is applicable to all Rates, Fees, Charges and Riders billed by Company to Customers, Pool Operators, and Suppliers under Company's Rate Schedules, except for the cost of gas billed by Company on Supplier's behalf under Residential or General Standard Choice Offer Services (Rates 311 or Rate 321) and Residential or General Transportation Services (Rates 315 or 325). Further, any Customer statutorily exempted from the payment of gross receipts excise taxes shall not be required to render payments under this Rider, provided that Customer provides appropriate documentation of the exemption to Company.

DESCRIPTION

All applicable charges shall be adjusted for the Ohio gross receipts excise tax at a rate of 4.9261%.

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UNCOLLECTIBLE EXPENSE RIDER

APPLICABILITY

The Uncollectible Expense Rider shall be applicable to all Customers responsible for payment of Company's Percentage of Income Payment Plan Rider on Sheet No. 40.

DESCRIPTION

The Uncollectible Expense Rider Rate shall be applied to all Billing Ccf for Gas Service rendered to Customers served under the applicable Rate Schedules.

The Rider shall recover costs associated with uncollectible accounts arising from those Customers in those Rate Schedules responsible for paying the Uncollectible Expense Rider.

Company's actual uncollectible expense for the applicable Rate Schedules, including carrying charges, shall be reconciled annually, with any over or under collection being reflected as a charge or credit in a subsequent update of the Rider Rate.

Company shall file an application with the Commission requesting approval to change the Uncollectible Expense Rider Rate if Company determines that an adjustment of more than plus or minus ten percent (10%) is needed.

RECONCILIATION

The Uncollectible Expense Rider is subject to reconciliation or adjustment annually, including but not limited to, increases or refunds. Such reconciliation or adjustment shall be limited to: (1) the twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the Commission in the docket those rates were approved or the Supreme Court of Ohio; (2) the Commission's orders in Case No. 18-47-AU-COI or any case ordered by the Commission to address tax reform changes.

UNCOLLECTIBLE EXPENSE RIDER RATE

The Uncollectible Expense Rider Rate is \$0.00397 per Billing Ccf.

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PERCENTAGE OF INCOME PAYMENT PLAN RIDER

APPLICABILITY

The Percentage of Income Payment Plan ("PIPP") Rider shall be applicable to all Customers served under the following Rate Schedules and to certain other Customers pursuant to contract:

- Rate 310 – Residential Default Sales Service
- Rate 311 – Residential Standard Choice Offer Service
- Rate 315 – Residential Transportation Service
- Rate 320 – General Default Sales Service
- Rate 321 – General Standard Choice Offer Service
- Rate 325 – General Transportation Service

DESCRIPTION

The PIPP Charge shall be the product of the monthly Billing Ccf and the PIPP Rider Rate.

The PIPP Rider Rate shall be updated from time-to-time in accordance with the Entry in Case No. 99-751-GE-PIP.

RECONCILIATION

The PIPP Rider is subject to reconciliation or adjustment annually, including but not limited to, increases or refunds. Such reconciliation or adjustment shall be limited to: (1) the twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the Commission in the docket those rates were approved or the Supreme Court of Ohio; (2) the Commission's orders in Case No. 18-47-AU-COI or any case ordered by the Commission to address tax reform changes.

PIPP RIDER RATE

The PIPP Rider Rate is \$(0.00066) per Billing Ccf.

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EXIT TRANSITION COST RIDER

APPLICABILITY

The Exit Transition Cost ("ETC") Rider is applicable to all Customers served under the following Rate Schedules:

- Rate 310 – Residential Default Sales Service
- Rate 311 – Residential Standard Choice Offer Service
- Rate 315 – Residential Transportation Service
- Rate 320 – General Default Sales Service
- Rate 321 – General Standard Choice Offer Service
- Rate 325 – General Transportation Service

DESCRIPTION

The ETC Rider charge shall be the product of the Billing Ccf and the ETC Rider Rate.

The ETC Rider will recover or pass back applicable incremental costs associated with Company's Choice Program and exit of the merchant function, including, but not limited to, the following:

- 1) All stranded gas supply costs related to Customer migrations to Choice Service,
- 2) Any incremental provider-of-last-resort costs not recovered from a defaulting SCO Supplier, or Choice Supplier,
- 3) Any imbalance costs not recovered from Pool Operators,
- 4) Gas costs incurred by Company when diverting Customers' transportation gas quantities during a Curtailment,
- 5) Any Cashout amounts resulting from the Monthly Volume Reconciliations for Choice and SCO Suppliers,
- 6) Adjustments to charges billed through the ETC Rider during prior period(s), and
- 7) Other costs or credits applicable to SCO Service (Rate 311 and Rate 321), Residential and General Default Sales Service (Rate 310 and Rate 320), and Residential and General Transportation Service (Rate 315 and Rate 325) as approved by the Commission.

Projected ETC Rider costs shall be divided by projected total volumes for the applicable Rate Schedules to determine the ETC Rider Rate. The ETC Rider shall be updated annually and shall reflect the reconciliation of projected costs and actual costs, with any under- or over- recovery being recovered or returned via the ETC Rider.

RECONCILIATION

The ETC Rider is subject to reconciliation or adjustment annually, including but not limited to, increases or refunds. Such reconciliation or adjustment shall be limited to: (1) the twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the Commission in the docket those rates were approved or the Supreme Court of Ohio; (2) the Commission's orders in Case No. 18-47-AU-COI or any case ordered by the Commission to address tax reform changes.

EXIT TRANSITION COST RIDER RATE

The ETC Rider Rate is \$0.00509 per Billing Ccf.

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S. B. 287 EXCISE TAX RIDER

APPLICABILITY

The S. B. 287 Excise Tax Rider shall be applicable to all Customers receiving Gas Service from Company, except for Federal Government Customers.

DESCRIPTION

The S. B. 287 Excise Tax Rider Rate shall be assessed to all volumes billed to applicable Customers by, or on behalf of, Company on or after July 1, 2001, pursuant to the provisions of Section 5727.811, ORC.

S.B.287 EXCISE TAX RIDER RATE

The following rates shall be assessed on all applicable volumes. However, Flex customers as defined by Section 5727.80, ORC, shall be assessed an excise tax rate of \$.00200 per Ccf.

<u>Monthly Usage</u>	<u>Rate per Ccf</u>
First 1,000 Ccf	\$0.01593
Next 19,000 Ccf	\$0.00877
Over 20,000 Ccf	\$0.00411

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STANDARD CHOICE OFFER RIDER

APPLICABILITY

The Standard Choice Offer ("SCO") Rider is applicable to Rate 310, 311, 320, and 321 Customers.

DESCRIPTION

The Standard Choice Offer charge shall be the product of the Billing Ccf and the SCO Rider Rate.

The SCO Rider Rate each month will be the NYMEX settlement price for such month converted to a price per Mcf using a standard Btu value of 1.070 plus the Retail Price Adjustment determined in the SCO auction. The resulting rate per Mcf will be converted to a rate per Ccf for billing purposes.

The Retail Price Adjustment effective April 1, 2018 through March 31, 2019 is \$0.87 per Mcf.

SCO RIDER RATE

The SCO Rider Rate for February 2018 is \$0.48888 per Billing Ccf.

Filed pursuant to the Entry dated _____ in Case No. _____ of The Public Utilities
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DISTRIBUTION REPLACEMENT RIDER

APPLICABILITY

The Distribution Replacement Rider ("DRR") is applicable to any Customer served under the Rate Schedules identified below.

- Rate 310 - Residential Default Sales Service
- Rate 311 - Residential Standard Choice Offer Service
- Rate 315 - Residential Transportation Service
- Rate 320 - General Default Sales Service
- Rate 321 - General Standard Choice Offer Service
- Rate 325 - General Transportation Service
- Rate 345 - Large General Transportation Service
- Rate 360 - Large Volume Transportation Service

DESCRIPTION

The DRR will be effective through August 31, 2025 or until new rates become effective as a result of the filing by Company of an application for an increase in rates pursuant to Section 4909.18, Revised Code, or a proposal to establish base rates pursuant to an alternative method of regulation under Section 4929.05, Revised Code, whichever comes first.

The DRR will recover costs associated with Company's accelerated infrastructure replacement program approved by the Commission in Case No. 18-0299-GA-ALT. All applicable Customers shall be assessed either (a) a monthly charge in addition to the Monthly Charge or Customer Charge component of their applicable Rate Schedule, or (b) a volumetric charge applicable to each Billing Ccf each month

Actual costs and actual recoveries are reconciled in each annual DRR update, with any under- or over-recovery being recovered or returned over the next twelve (12) month period.

The monthly DRR charge applicable to Rate 310, 311, 315, 320 (Group 1), 321 (Group 1) and 325 (Group 1) customers shall be subject to caps approved by the Commission in Case No. 18-0299-GA-ALT.

RECONCILIATION

The DRR is subject to reconciliation or adjustment annually, including but not limited to, increases or refunds. Such reconciliation or adjustment shall be limited to: (1) the twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the Commission in the docket those rates were approved or the Supreme Court of Ohio; (2) the Commission's orders in Case No. 18-47-AU-COI or any case ordered by the Commission to address tax reform changes.

DISTRIBUTION REPLACEMENT RIDER CHARGE

The charges for the respective Rate Schedules are:

<u>Rate Schedule</u>	<u>\$ Per Month</u>	<u>\$ Per Billing Ccf</u>
310, 311 and 315	\$0.00	
320, 321 and 325 (Group 1)	\$0.00	
320, 321 and 325 (Group 2 and 3)		\$0.00000
345		\$0.00000
360		\$0.00000

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ENERGY EFFICIENCY FUNDING RIDER

APPLICABILITY

The Energy Efficiency Funding Rider ("EEFR") shall be applicable to all Customers served under the following Rate Schedules and to certain other Customers pursuant to contract:

- Rate 310 – Residential Default Sales Service
- Rate 311 – Residential Standard Choice Offer Service
- Rate 315 – Residential Transportation Service
- Rate 320 – General Default Sales Service
- Rate 321 – General Standard Choice Offer Service
- Rate 325 – General Transportation Service

DESCRIPTION

The EEFR Rate shall be applied to all Billing Ccf for Gas Service rendered to Customers served under the applicable Rate Schedules.

The EEFR shall recover the costs of funding energy efficiency programs as determined by the Demand Side Management ("DSM") Collaborative and as approved by the Commission.

The EEFR Rate shall be updated periodically in accordance with the Commission's Order in Case No. 18-0298-GA-AIR.

The EEFR Rate shall be calculated based on the approved funding to be expended over the subsequent recovery period. The costs to be recovered and the costs actually recovered shall be reconciled annually, with any under- or over- recovery being recovered or returned via the EEFR over a subsequent period.

RECONCILIATION

The EEFR is subject to reconciliation or adjustment annually, including but not limited to, increases or refunds. Such reconciliation or adjustment shall be limited to: (1) the twelve-month period of expenditures upon which the rates were calculated, if determined to be unlawful, unreasonable, or imprudent by the Commission in the docket those rates were approved or the Supreme Court of Ohio; (2) the Commission's orders in Case No. 18-47-AU-COI or any case ordered by the Commission to address tax reform changes.

ENERGY EFFICIENCY FUNDING RIDER RATE

The EEFR Rate is \$0.00000 per Billing Ccf.

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ENERGY CONVERSION FACTOR

APPLICABILITY

The Energy Conversion Factor ("ECF") is applicable to all Customers served under the following Rate Schedules:

- Rate 310 – Residential Default Sales Service
- Rate 311 – Residential Standard Choice Offer Service
- Rate 315 – Residential Transportation Service
- Rate 320 – General Default Sales Service
- Rate 321 – General Standard Choice Offer Service
- Rate 325 – General Transportation Service
- Rate 345 – Large General Transportation Service
- Rate 360 – Large Volume Transportation Service

DESCRIPTION

The ECF shall be applied to Customer's volumetric usage to reflect the actual energy consumed. The ECF shall be updated each month.

Metered Ccf in each billing period shall be multiplied by the ECF to arrive at the Billing Ccf. The Volumetric Charge under each applicable Rate Schedule shall be applied to Customer's Billing Ccf. The calculation of Customer's Billing Ccf shall be presented on Customer's Bill.

ENERGY CONVERSION FACTOR

The ECF effective for bills rendered [DATE] through [DATE] is 1.000.

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TRANSPORTATION TERMS AND CONDITIONS **(LARGE TRANSPORTATION SERVICE)**

APPLICABILITY

Unless otherwise provided for in a written contract between Company and Customer, these Terms and Conditions apply to Customers receiving Gas Service under Rate 345, Large General Transportation Service, and Rate 360, Large Volume Transportation Service.

SECTION 1 - SERVICE AND CAPACITY:

- 1.1 Company and Customer shall agree to service and capacity levels by completing a contract ("Service Agreement"). Service will be provided in accordance with these Transportation Terms and Conditions.
- 1.2 Company shall deliver volumes of natural gas delivered to Company's gas system on Customer's behalf, less the Unaccounted for Gas Percentage in Sheet No. 54, up to the maximum daily volume defined under Section 1.3 of these Transportation Terms and Conditions and the Service Agreement.
- 1.3 The maximum daily volume of gas that may be delivered on Customer's behalf and transported on Company's gas system shall be Customer's Maximum Daily Requirement. The Maximum Daily Requirement agreed to and specified in the Service Agreement will be set such that an adequate volume of gas may be delivered to and transported on Company's gas system to meet Customer's peak day gas requirements. Any request by Customer to alter its Maximum Daily Requirement must be in writing, and must be approved by Company before the change becomes effective. Company is not required to deliver any volumes in excess of the Maximum Daily Requirement, but will use reasonable effort to serve demand above Customer's Maximum Daily Requirement.
- 1.4 This Transportation Service relates only to gas received by Company at the applicable city gate(s), to be used for delivery to Customer meter number(s) specified in Customer's Service Agreement with Company. Unless otherwise agreed to in a separate contract, Company shall not be obligated to provide Customer any other service.
- 1.5 If Customer's gas requirement exceeds the capacity of Company's gas system, Company will only deliver gas at the incremental cost of providing said service.

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TRANSPORTATION TERMS AND CONDITIONS **(LARGE TRANSPORTATION SERVICE)**

Section 2 - INTERSTATE PIPELINE CAPACITY RELEASE SERVICE:

- 2.1 If Customer is an SCO or Sales Service Customer prior to receiving Transportation Service, Customer agrees to accept Company's assignment of Company's firm interstate gas pipeline capacity as specified and if offered by Company to Customer. Customer or its supplier shall enter into a separate Capacity Release and Assignment Agreement with Company for any firm capacity that will be provided. Company and Customer shall agree upon the pipeline's identity and amount of capacity that Company will assign. This amount shall be sufficient to supply Customer's Maximum Daily Requirement.
- 2.2 Customer shall pay the maximum applicable interstate pipeline tariff rate for the capacity assigned hereunder. Customer shall retain title to this capacity and use it throughout the term of Customer's Service Agreement to transport natural gas to Company's gas system. Company will have the "right-of-first refusal" to bid on such capacity upon its re-release. All capacity rights assigned hereunder shall revert to Company upon the expiration of the Service Agreement and neither Customer nor its supplier shall be obligated to take the assignment of Company's firm capacity thereafter. If Customer acquires non-Company interstate transportation capacity prior to the expiration of the Service Agreement, Customer remains completely responsible for the disposition of and payment for the capacity assigned to it by Company.

Section 3 - RESERVED FOR FUTURE USE

Section 4 - RESERVED FOR FUTURE USE

Section 5 - UNACCOUNTED FOR GAS PERCENTAGE:

- 5.1 Customer shall provide Company with an amount of gas necessary to compensate Company for gas lost and used in operations to provide Transportation Service as set forth in Sheet No. 54, Unaccounted for Gas Percentage. This amount may be adjusted periodically as set forth in Sheet No. 54 to reflect changes in the amount of gas lost and used in operations. Company will provide Customer with notice of any adjustment required under this Section.

Section 6 - MEASUREMENT AND QUALITY:

- 6.1 Company shall be responsible for all measurement at the Delivery Point to Customer's facilities. Measurement and metering accuracy shall be based on the standards set forth in Company's General Terms and Conditions.

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TRANSPORTATION TERMS AND CONDITIONS **(LARGE TRANSPORTATION SERVICE)**

Section 7 - RESERVED FOR FUTURE USE

Section 8 - CURTAILMENT:

- 8.1 Customer shall have no rights to gas from Company's system during a period of Curtailment. Customer shall be subject to the Curtailment Procedures on file with the Commission.

Section 9 - TITLE AND WARRANTY:

- 9.1 Customer warrants that it will, at the time and place of delivery, have good right and title to all volumes of gas delivered on its behalf to Company, free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses, or expenses (including reasonable attorney fees) arising from or out of the adverse claims of any or all persons relating to or arising from said gas.

Section 10 - FORCE MAJEURE:

- 10.1 Neither Customer nor Company shall be liable to the other for any act, omission, or circumstance resulting from events not reasonably within the control of the affected party. The affected party will use diligence to remove the cause, or mitigate the impact, of the force majeure condition and resume delivery or consumption of gas previously suspended. Gas withheld from Customer during a force majeure condition will be redelivered upon the end of such circumstances as soon as practical. None of the following shall be considered a force majeure condition: 1) changes in market conditions that affect the acquisition or transportation of natural gas, 2) failure of Pool Operator to deliver or Pool Customers to consume scheduled gas volumes, or 3) force majeure or other interruptions called by either gas producers or interstate pipelines.

Section 11 - RESERVED FOR FUTURE USE

Section 12 - RESERVED FOR FUTURE USE

Section 13 - INTERRUPTION OF SERVICE DUE TO NON-RECEIPT OF GAS SUPPLY:

- 13.1 Company may interrupt Customer's Gas Service to the extent that Company does not receive gas from the interstate pipeline on Customer's behalf. If Company must interrupt Customer's Gas Service, Customer shall interrupt gas usage as directed. Company will endeavor to provide four (4) hours advance notice of such interruption, except when system conditions will not afford such notice. Company shall not be liable in damages or otherwise to Customer for any loss of production or other claim because of the lack of advance notice to Customer. If Customer fails to comply with Company's direction to interrupt, Company reserves the right to discontinue Gas Service to Customer.
- 13.2 Gas consumed by Customer during a period of Curtailment will be billed in accordance with the terms of Unauthorized Gas Usage on Sheet No. 30, Miscellaneous Charges.

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TRANSPORTATION TERMS AND CONDITIONS **(LARGE TRANSPORTATION SERVICE)**

Section 14 - INDEMNITY:

- 14.1 Subject to the provisions of Company's General Terms and Conditions, Customer agrees to indemnify, exonerate, and hold harmless Company for all loss, damage, or expense growing out of or in any way connected with the claims of any person, except claims for injuries and/or death of employees of Company arising out of and in the course of their employment with Company, for injuries to person or property occasioned by such gas after it is delivered to Customer. Customer agrees to defend, at its own expense, any suit based upon such claims.
- 14.2 Subject to the provisions of Company's General Terms and Conditions, Company will indemnify, exonerate, and hold harmless Customer for all loss, damage, or expense growing out of or in any way connected with the claims of any person, except claims for injuries and/or death of employees of Customer arising out of and in the course of their employment with Customer, for injuries to person or property occasioned by such gas up to the Delivery Point caused by Company's negligence. Company will defend, at its own expense, any suit based upon such claims, except that Company will not be liable or responsible for, and will not hold Customer harmless for any loss, damage, or expense growing out of or in any manner connected with the acts of any employee of Customer who may go upon or do anything to or with the property of Company.

Section 15 - REGULATION:

- 15.1 All service rendered hereunder shall at all times be subject to all rules, regulations, and orders of both the FERC and the Commission including: 1) the terms and conditions of any applicable interstate pipeline tariff regulated and approved by the FERC, 2) the guidelines issued by the Commission in Case No. 85-800-GA-COI, 3) Company's General Terms and Conditions as modified from time to time and approved by the Commission, and 4) other Commission orders affecting Company's Gas Service in general or Transportation Service in particular.

Section 16 - RESERVED FOR FUTURE USE

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TRANSPORTATION TERMS AND CONDITIONS **(LARGE TRANSPORTATION SERVICE)**

Section 17 - RESERVED FOR FUTURE USE

Section 18 - OTHER SYSTEM COSTS:

- 18.1 Customer agrees that if any of its actions, over which it exercises sole control as a Large Transportation Customer, cause Company, Choice Supplier(s), or SCO Supplier(s) to incur costs that would not have incurred had Customer complied with its obligations defined in this Tariff for Gas Service, and Customer's Service Agreement with Company, Large Transportation Customer shall: 1) compensate Company, SCO Supplier(s) or Choice Supplier(s), as applicable, for all such higher costs which Company, SCO or Choice Supplier were required to pay, and 2) take all necessary measures to allow Company, or SCO or Choice Supplier to avoid incurring similar costs in the future. Further, if Company incurs any charges or fees as a result of Customer's election to transition to SCO Service hereunder, Customer shall compensate Company for these costs.

Section 19 - NOTICES:

- 19.1 Customer shall immediately notify Company of any known or anticipated variation in the amount of gas to be delivered hereunder, as well as any known or anticipated supplier shortfalls or constraints. All notices and correspondences to Company shall be addressed as specified in the Service Agreement.

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NOMINATION AND BALANCING PROVISIONS **(LARGE TRANSPORTATION SERVICE)**

APPLICABILITY

The following provisions shall apply to each Pool Operator serving Customers under Rate 345 or Rate 360, and Pool Operators participating in Company's Large Gas Transportation Pooling Program.

NOMINATION PROVISIONS

Pool Operator shall notify Company of the exact daily quantity of gas nominated to be delivered to Company at Company's pipeline city gates agreeable to Company (Daily Pipeline Nomination). Company may require Pool Operator to allocate its Daily Pipeline Nomination to specified city gate pipeline delivery points based on minimum and maximum allocation percentages (City Gate Allocations), which Company may revise from time to time, based on operational considerations. Company may, based on operational considerations, require modification of Pool Operator's Daily Pipeline Nominations or deliveries that do not comply with these City Gate Allocations percentage requirements. Some Pool Operators, based on Company's operational capability to serve Large Transportation Customer, may be limited to one (1) or more specific pipelines and/or city gate which may change from time to time.

By 1:00 p.m. CCT each day, and in any intra-day nominations thereafter, Pool Operator shall nominate to Company via Company's GTS the quantity of gas that it has scheduled for delivery at Company's city gates for its Pool(s) the following gas day. If the following gas day is a weekend or a day Company is not open for business, nominations must be submitted through the next subsequent Company business day. Pool Operator agrees to adhere to the nominating guidelines set out in the FERC approved tariff of the applicable interstate pipeline and comply with any Company operating and/or interstate pipeline restrictions communicated by Company or pipeline. The nomination shall include information as required in Company's GTS. Notwithstanding the above, Company may accept nominations submitted after the deadline specified above in accordance with the pipeline's intra-day nomination schedules within its reasonable discretion. Intra-day nominations must be approved in advance by Company. Until Pool Operator submits the required nomination to Company, Pool Operator's nominations of daily quantities shall be considered zero. Unless otherwise permitted by Company in writing, the Nomination Period shall not exceed thirty-one (31) consecutive calendar days.

Pool Operator shall be responsible for verifying and, if necessary, correcting its Daily Pipeline Nomination so that it matches Pool Operator's confirmed pipeline deliveries and is compliant with the City Gate Allocations percentage requirements.

Transporter shall pay a Nomination Error Charge of \$0.50 per Dth on the difference between Pool Operator's daily pipeline nomination volume submitted to Company on its GTS and the pipeline daily confirmed volume delivered to Company, for each Dth and day of difference. The charge also applies to the differences in volumes arising from failures to nominate including nominations indicating incorrect information, such as an incorrect pipeline, city gate or contract number. The charge will not be assessed if differences are due to the reduction of pipeline deliveries by pipeline, or volumes allocated to Pool Operator(s) by an interstate pipeline when no balancing agreement is in place between pipeline and Company. Pool Operator is responsible for identifying and correcting all nomination errors, or changes to pipeline nominations.

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NOMINATION AND BALANCING PROVISIONS **(LARGE TRANSPORTATION SERVICE)**

NOMINATION PROVISIONS (Continued)

Pool Operator shall be assessed a City Gate Allocation Non-Compliance Charge of \$1.00 per Dth on the difference if the Pool Operator's Daily Pipeline Nomination is less than the minimum or greater than the maximum City Gate Allocations percentage, which are calculated as the minimum or maximum City Gate Allocations percentage multiplied by the Pool Operator's Daily Pipeline Nomination.

BALANCING PROVISIONS

Pool Operator shall be obligated to balance on a daily and monthly basis its Pool's total usage, adjusted to Dths, with its Pool's total confirmed city gate deliveries as adjusted to reflect Company's Unaccounted for Gas Percentage. An Imbalance Quantity shall exist when the Pool Operator's total usage is greater than or less than Pool Operator's total Dth deliveries on a daily or monthly basis.

The following definitions shall apply:

Daily Index Price: The Daily Midpoint Price per Dth reported in Platts Gas Daily, in the table "Daily Price Survey" for delivery to: Appalachia: Columbia Gas, Appalachia.

Monthly Index Price: The average of the Daily Index Prices for each day during the month.

Daily Under-Delivery Charge: The Daily Under-Delivery Charge shall be the sum of the Daily Index Price and the maximum interruptible pipeline transportation rate, including fuel and all surcharges.

Daily Over-Delivery Charge: The Daily Over-Delivery Charge shall be the sum of the Daily Index Price and the firm pipeline transportation commodity rate, including fuel and all surcharges.

Monthly Under-Delivery Charge: The Monthly Under-Delivery Charge shall be the sum of the Monthly Index Price and the maximum interruptible pipeline transportation rate, including fuel and all surcharges.

Monthly Over-Delivery Charge: The Monthly Over-Delivery Charge shall be the sum of the Monthly Index Price and the firm pipeline transportation commodity rate, including fuel and all surcharges.

Nomination and Balancing Provisions Charges: Any Charge assessable to Pool Operator pursuant to these Nomination and Balancing Provisions.

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NOMINATION AND BALANCING PROVISIONS **(LARGE TRANSPORTATION SERVICE)**

DAILY BALANCING PROVISIONS

Pool Operator shall be obligated to balance its total daily usage adjusted to Dths ("Total Daily Usage") with the aggregated total daily deliveries of Pool Operator-Delivered Gas by the interstate pipeline, as reduced to reflect Company's Unaccounted for Gas Percentage as specified in Sheet No. 54 ("Total Daily Deliveries"). A Daily Imbalance Quantity shall exist when the Total Daily Usage is greater than or less than the Pool Operator's Total Daily Deliveries.

Daily Under-Delivery Imbalance: If Pool Operator's Total Daily Deliveries are less than its Total Daily Usage, the gas shortfall shall be considered Daily Under-Delivery Imbalance Quantities. Daily Under-Delivery Imbalance Quantities up to and including 15% of Total Daily Usage shall be carried to month-end; Daily Under-Delivery Imbalance Quantities over 15% shall be cashed out. Pool Operator shall pay for Daily Under-Delivery Gas Quantities greater than 15% of Total Daily Usage pursuant to the following:

- (1) 1.05 times the Daily Under-Delivery Charge for each Dth of Under-Delivery Imbalance Quantity that is greater than 15%, up to and including 25% of Total Daily Usage; plus
- (2) 1.2 times the Daily Under-Delivery Charge for each Dth of Daily Under-Delivery Imbalance Quantity that is greater than 25% of Total Daily Usage; plus
- (3) Applicable taxes.

During a Cold Weather OFO, the aforementioned Daily Under-Delivery Imbalance provisions will be replaced by those specified in the section entitled Operational Flow Order Imbalance Provisions.

Daily Over-Delivery Imbalance: If Pool Operator's Total Daily Deliveries are greater than its Total Daily Usage, the excess gas shall be considered Daily Over-Delivery Imbalance Quantities. Daily Over-Delivery Imbalance Quantities up to and including 15% of Total Daily Usage shall be carried to month-end; Daily Over-Delivery Imbalance Quantities over 15% shall be cashed out. Pool Operator shall be paid for such Daily Over-Delivery Imbalance Quantities greater than 15% of Total Daily Usage pursuant to the following:

- 1) 0.9 times the Daily Over-Delivery Charge for each Dth of Daily Over-Delivery Imbalance Quantity that is greater than 15%, up to and including 25% of Total Daily Usage; plus
- 2) 0.75 times the Daily Over-Delivery Charge for each Dth of Daily Over-Delivery Imbalance Quantity that is greater than 25% of Total Daily Usage.

During a Warm Weather OFO, the aforementioned Daily Over-Delivery Imbalance provisions will be replaced by those specified in the section entitled Operational Flow Orders Imbalance Provisions.

Excess Daily Imbalance: If Pool Operator exceeds the minimum Daily Imbalance percentage of 15% on more than 36 days during a twelve (12) consecutive month period, the Daily Over/Under- Delivery Charge multipliers for that Pool Operator will be as follows for the next twelve (12) month period:

Daily Under-Delivery Charge multipliers will be 1.20 and 1.35 (vs. 1.05 and 1.20)

Daily Over-Delivery Charge multipliers will be 0.75 and 0.60 (vs. 0.90 and 0.75)

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NOMINATION AND BALANCING PROVISIONS **(LARGE TRANSPORTATION SERVICE)**

MONTHLY BALANCING PROVISIONS

Pool Operator shall be obligated to balance its total monthly usage adjusted to Dths ("Total Monthly Usage") with the actual monthly deliveries of Pool Operator-Delivered Gas by the pipeline, as adjusted to reflect (1) Company's Unaccounted for Gas Percentage as specified in Sheet No. 54, (2) the net effect of Daily Imbalance Quantities cashed out during the current month (collectively, "Total Monthly Deliveries"). A Monthly Imbalance Quantity shall exist when the Pool Operator's Total Monthly Usage is greater than or less than the Pool Operator's Total Monthly Deliveries.

Monthly Under-Delivery Imbalance: If the Total Monthly Deliveries for Pool Operator's account at the end of the month are less than the Total Monthly Usage, the gas shortfall shall be considered Monthly Under-Delivery Imbalance Quantities. Monthly Under-Delivery Imbalance Quantities greater than 0% shall be cashed out. Pool Operator shall pay for Monthly Under-Delivery Imbalance Quantities greater than 0% of Total Monthly Usage pursuant to the following:

- (1) 1.0 times the Monthly Over-Delivery Charge for each Dth of Monthly Under-Delivery Imbalance Quantity that is greater than 0%, up to and including 5% of Total Monthly Usage; plus
- (2) 1.05 times the Monthly Under-Delivery Charge for each Dth of Monthly Under-Delivery Imbalance Quantity that is greater than 5%, up to and including 15% of Total Monthly Usage; plus
- (3) 1.2 times the Monthly Under-Delivery Charge for each Dth of Monthly Under-Delivery Imbalance Quantity that is greater than 15% of Total Monthly Usage; plus
- (4) Applicable taxes.

Monthly Under-Delivery Imbalances shall be cashed out at 1.0 times the Monthly Under-Delivery Charge if an OFO limiting over-deliveries has been issued for more than ten (10) days in any given calendar month, or for three (3) or more days of the last seven (7) calendar days of the month or at Company's discretion.

Monthly Over-Delivery Imbalance: If the Total Monthly Deliveries for Pool Operator's account at the end of the month are greater than the Pool Operator's Total Monthly Usage, the gas excess shall be considered Monthly Over-Delivery Imbalance Quantities. Monthly Over-Delivery Imbalance Quantities greater than 0% shall be cashed out. Pool Operator shall be paid for Monthly Over-Delivery Imbalance Quantities greater than 0% of Total Monthly Usage pursuant to the following:

- (1) 1.0 times the Monthly Over-Delivery Charge for each Dth of Monthly Over-Delivery Imbalance Quantity that is greater than 0%, up to and including 5% of Total Monthly Usage; plus
- (2) 0.9 times the Monthly Over-Delivery Charge for each Dth of Monthly Over-Delivery Imbalance Quantity that is greater than 5%, up to and including 15% of Total Monthly Usage; plus
- (3) 0.75 times the Monthly Over-Delivery Charge for each Dth of Monthly Over-Delivery Imbalance Quantity that is greater than 15% of Total Monthly Usage.

Monthly Over-Delivery Imbalances shall be cashed out at 1.0 times the Monthly Over-Delivery Charge if an OFO limiting under-deliveries has been issued for more than ten (10) days in any given calendar month, or for three (3) or more of the last seven (7) calendar days of the month or at Company's discretion.

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NOMINATION AND BALANCING PROVISIONS **(LARGE TRANSPORTATION SERVICE)**

OPERATIONAL FLOW ORDER IMBALANCE PROVISIONS

In the event of a Company issued OFO pursuant to Operational Flow Orders section of Company's General Terms and Conditions, the following provisions will apply:

Cold Weather OFO Day: During a Cold Weather OFO, the Pool Operator shall be subject to the following Daily OFO Under-Delivery Imbalance provisions:

If Pool Operator's Daily Under-Delivery Imbalance Quantity is greater than 5% of its Pools' Total Daily Usage, the shortfall quantities shall be cashed-out. Pool Operator shall pay the following:

- (1) For each Dth of Daily Under-Delivery Imbalance Quantities greater than five (5) percent of Total Daily Usage, the Daily Under-Delivery Charge; plus
- (2) The higher of (a) all other charges incurred by Company and attributable to Pool Operator's Daily Under-Delivery Imbalance Quantity, including pipeline penalty charges on the OFO shortfall quantities, or (b) an OFO Imbalance Charge of \$10.00 per Dth on the portion of the Daily Under-Delivery Imbalance Quantity that is greater than five (5) percent of Total Daily Usage; plus
- (3) Applicable taxes.

The Daily Over-Delivery Imbalance Quantity subject to being cashed-out shall increase to 25% during a Cold Weather OFO. Pool Operator shall pay the following:

- 1) 0.9 times the Daily Over-Delivery Charge for each Dth of Daily Over-Delivery Imbalance Quantity that is greater than 25%, up to and including 35% of Total Daily Usage; plus
- 2) 0.75 times the Daily Over-Delivery Charge for each Dth of Daily Over-Delivery Imbalance Quantity that is greater than 35% of Total Daily Usage.

Warm Weather OFO Day: During a Warm Weather OFO, the Pool Operator shall be subject to the following Daily OFO Over-Delivery Imbalance provisions:

If Pool Operator's Daily Over-Delivery Imbalance Quantity is greater than 5% of its actual Total Daily Usage, the excess quantities shall be cashed out. Pool Operator shall be paid for each Dth of Daily Over-Delivery Imbalance Quantities greater than five (5) percent of Total Daily Usage, the Daily Over-Delivery Charge. Pool Operator shall pay the following:

- (1) The higher of (a) all charges incurred by Company and attributable to Pool Operator's Daily Over-Delivery Imbalance Quantity; including pipeline penalty charges on the OFO excess quantities, or (b) an OFO Imbalance Charge of \$10.00 per Dth on the portion of the Daily Over-Delivery Imbalance Quantity that is greater than five (5) percent of Total Daily Usage; plus
- (2) Applicable taxes.

The Daily Over-Delivery Imbalance Quantity subject to being cashed-out shall increase to 25% during a Cold Weather OFO. Pool Operator shall pay the following:

- (1) 1.05 times the Daily Under-Delivery Charge for each Dth of Under-Delivery Imbalance Quantity that is greater than 25%, up to and including 35% of Total Daily Usage; plus
- (2) 1.2 times the Daily Under-Delivery Charge for each Dth of Daily Under-Delivery Imbalance Quantity that is greater than 35% of Total Daily Usage.

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NOMINATION AND BALANCING PROVISIONS **(LARGE TRANSPORTATION SERVICE)**

IMBALANCE TRADING

Pool Operator may trade daily and monthly imbalance quantities with other Large Transportation Service Pool Operators in the same operating system, including those on OFO days, to reduce or eliminate its imbalances. Imbalance Trading is subject to the following provisions:

- (1) The schedule for the trading of imbalances shall be as follows:
 - a. Company shall issue an initial imbalance statement of daily and monthly imbalances (i.e. prior to imbalance trades) to Pool Operator within ten (10) business days following the end of the month.
 - b. Pool Operator shall complete and submit its daily and monthly imbalance trades to Company within two (2) business days following the issuance of the initial imbalance statement.
 - c. Company shall issue a final imbalance statement of daily and monthly imbalances to Pool Operator within three (3) business days following the close of imbalance trading.
- (2) The quantity eligible for trading is 100% of the calculated pre-trade daily and/or monthly imbalance quantities.
- (3) Company will bill the selling party to an Imbalance Trade a \$10.00 Imbalance Trading Charge for each transaction. For purposes of this charge, a transaction is each transfer of gas imbalance for a specific gas day or month pursuant to an arrangement by, or between, Pool Operator(s) to purchase, sell, or trade gas imbalances.
- (4) Any dollar payments, receipts, or exchanges of other consideration agreed upon between the parties to an Imbalance Trading transaction are outside the scope of this Tariff and must be completed between the parties themselves.

SYSTEM BENEFICIAL DELIVERIES

Company may request Pool Operator(s) to voluntarily 1) vary its daily delivery from the nominated delivery quantities; 2) deliver to a different pipeline and/or city-gate; and/or 3) make other changes to gas deliveries to ensure system integrity or mitigate the risk of pipeline penalties being assessed. If voluntary delivery charges are not adequate to rectify the situation, Company shall change its city-gate allocation delivery requirements applicable to all Pool Operators. Failure to comply will result in Pool Operators being assessed the City-Gate Allocation Non-Compliance Charge.

WAIVER OF CHARGES

In its sole reasonable discretion, on a case-by-case basis, Company may waive all or part of any Charge assessable to Pool Operator pursuant to these Nomination and Balancing Provisions, when such Charges result from situations which occur beyond the reasonable control of Pool Operator. The waiver of such otherwise assessable Charge shall be exercised on a non-discriminatory basis. Requests for waivers must be submitted in writing to Company and be signed by an authorized representative of Pool Operator. Company will retain records of waiver requests received and their dispositions. Daily and Monthly Balancing Provisions, and Non-Compliance Charges may be waived or amended. Company may utilize historical and/or average daily usage to determine the impact of missing daily metered usage on the Pool's imbalances, if any, when considering a waiver request hereunder.

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NOMINATION AND BALANCING PROVISIONS **(LARGE TRANSPORTATION SERVICE)**

DISPOSITION OF CHARGES

The gas cost portion of all Cashouts relating to imbalances and all incremental gas costs and pipeline penalties will be recovered from or credited to Suppliers providing system balancing through Company-released storage based on their Capacity Release Percentage. The following charges will also be credited to the Suppliers: Nomination Error Charges, City Gate Allocation Non-Compliance Charges, Storage Non-Compliance Charges, DDQ Non-Compliance Charges, the non-gas portions of all imbalance Cashouts, Peaking Supply Charges, OFO Non-Compliance Charges, and Delivery Point Balancing Amount. Company will not retain amounts associated with Nomination and Balancing Provisions Charges, except as necessary to offset pipeline penalties.

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CHOICE SUPPLIER POOLING SERVICE **TERMS AND CONDITIONS**

APPLICABILITY

The following Terms and Conditions apply to Choice Suppliers under Rate 385, Choice Supplier Pooling Service.

CUSTOMER ENROLLMENT

All Choice Supplier transactions such as Customer enrollments, drops, tax exemption changes, and rate code changes, must be in the form of EDI transactions as directed by Company. The Choice Supplier will utilize the file standards as required by Company, which may change from time to time.

Customer Sign-Up and Enrollment Procedures:

When soliciting and/or enrolling Non-Mercantile Customers, Choice Suppliers must adhere to the Commission's "Minimum Standards for Competitive Retail Natural Gas Service" rules and coordinate customer enrollment with Company in accordance with the procedures set forth in Chapter 4901:1-29 of the OAC.

Regardless of Customer enrollment method used, within three (3) business days after completion of enrollment (unless a later date is agreed to or Customer rescinds), Choice Supplier will provide Company with an electronic file in a format specified by Company, containing a listing of all Customers that Choice Supplier has signed up or desires to drop since its last submission. Among other things, this list shall include each Customer's name, service address and Company account number. Company will evaluate the information provided for accuracy and Customer eligibility, and provide Choice Supplier with a confirmation report within three (3) business days. In the event more than one (1) Choice Supplier includes the same Customer on their enrollment files to begin the same period, Customer will be assigned to Choice Supplier whose acceptable enrollment was first processed by Company.

Once complete and accurate information supporting a Customer joining or leaving Choice Supplier's Pool is received and confirmed by Company, the change will be effective with Customer's next on-cycle meter reading after the rescission period which includes seven (7) business days from the postmarked date Company sends Customer a letter indicating Customer may rescind its Choice Program enrollment with or change of Choice Suppliers. This process can take up to 12 business days. If Customer rescinds its enrollment prior to commencing service with a Choice Supplier, Company shall notify Choice Supplier within two (2) business days of Customer's rescission. Customer will remain with its Choice Supplier until: 1) Customer's name, service address, and account number appear on another Choice Supplier's electronic enrollment file listing; 2) Customer or Choice Supplier notifies Company that Customer has been dropped from the Choice Program or Customer's contract has expired; 3) Customer moves out of their current Premises; or 4) Customer joins the PIPP program (see definition of "Pool" on Sheet 59).

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CHOICE SUPPLIER POOLING SERVICE **TERMS AND CONDITIONS**

CUSTOMER ENROLLMENT (Continued)

Company shall issue a written notification to Customer informing Customer of the applicable change. Customers who on their own initiative decide to terminate their relationship with a Choice Supplier will be permitted to do so without Company making any determination regarding whether Customer is contractually permitted to make such move. In that instance, Customer shall transfer to SCO Service unless it selects another Choice Supplier, or to DSS if Customer is ineligible for SCO Service. Company shall not be liable to Choice Supplier or Customer for allowing Customer to transfer to DSS or SCO Service or another Choice Supplier.

If Company rejects a Customer enrollment, Choice Supplier shall notify Customer within three (3) business days from Company's notification of rejection that Customer will not be enrolled or enrollment will be delayed, along with the reason(s) therefore.

Enrollments will be rejected if Customer has a pending enrollment with a different Choice Supplier.

Company shall, prior to a Customer commencing service with a Choice Supplier, mail Customer a confirmation notice stating:

1. Company has received a request to enroll Customer with the named Choice Supplier, and, in the case of an enrollment request from a Customer who is currently served by another Choice Supplier, a statement that Company's records reflect that Customer is currently enrolled with another Choice Supplier along with an admonition that Customer should review the terms and conditions of the incumbent Choice Supplier's Contract for Customer's obligations under said Contract;
2. The date such service is expected to begin;
3. Customer has seven (7) business days from the postmark date on the notice to contact Company telephonically, in writing or via the Internet to rescind the enrollment request or notify Company that the change of Choice Supplier was not requested by Customer; and
4. Company's toll-free telephone number, mailing address and website address.

Choice Supplier's failure to adhere to any Customer enrollment procedures or failure to provide verification of enrollment within the time period specified herein shall be treated in the same manner as other violations of the Choice Supplier Code of Conduct.

Choice Eligible Customer Account List:

Company shall make available to Choice Suppliers an electronic list of Customers' accounts eligible for participation in the Choice Program, as defined in Section 4929.22-(B) of the Revised Code. The charges for such Choice Eligible Customer account list are described in Rate 385.

Content of Renewal Notices:

Choice Suppliers must adhere to the Commission's "Minimum Standards for Competitive Retail Natural Gas Service" rules in accordance with the procedures set forth in Rule 4901:1-29-10 of the OAC when renewing Customer's contract.

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CHOICE SUPPLIER POOLING SERVICE **TERMS AND CONDITIONS**

POOL CUSTOMER BILLING OPTIONS

Choice Supplier may elect one (1) of the following two (2) billing options for its Pool Customers. Such election shall be applicable to all of Choice Supplier's Pools and Customers. Choice Supplier may change its billing option by providing no less than six (6) months prior written notice to Company, and cannot change it more frequently than once in any six (6) month period.

Option 1 – Rate Ready Company Consolidated Billing:

Pool Customer shall receive one (1) Bill from Company that indicates the name of Choice Supplier from whom Customer is receiving its gas supply and which includes an amount for Choice Supplier's gas supply charges in accordance with the pricing arrangements agreed upon between Choice Supplier and Customer, in addition to any taxes which Choice Supplier must collect. Choice Supplier shall furnish Company with sufficient Bill contents as required in Rule 4901:1-29-12(B) of the OAC. Company's consolidated Bill may provide the budget amounts, past due balances, and payments applied on a consolidated basis only. A Choice Supplier who elects this billing option will be limited to a reasonable number of pricing arrangements to which a Customer may be assigned by Choice Supplier.

Pool Customer will be responsible for making payment to Company for the entire amount shown on the Bill, including both Company's and Choice Supplier's charges. Once a month, Company shall remit to Choice Supplier, by wire transfer or otherwise, payment for all gas supply billed to Choice Supplier's Customers by Company on Choice Supplier's behalf, including taxes attributable to Choice Supplier's portion of the Bill, less any applicable offsetting amount. Choice Supplier shall be responsible for dispersing to the appropriate taxing authorities any tax that is attributable to Choice Supplier's portion of the Bill.

In the event Customer remits to Company less than the full payment due, the payment received shall first be attributed to Company's past due charges, then to Company's current charges, and the residual amount, if any, shall be attributed to Choice Supplier's portion of the Bill, including the taxes thereon. Customer shall be subject to the Late Payment Charge set out in Sheet No. 30, Miscellaneous Charges, against the entire amount of past due charges on Customer's Bill. Company shall be responsible for collection responsibilities associated with any shortfall from Customer.

CHOICE SUPPLIER RATES

Under the consolidated billing option, Choice Supplier must request new rates by submitting Company's Rate Submittal Form no less than thirty (30) days in advance. Choice Supplier will be limited to twenty-five (25) new rates annually. The Choice Supplier may use any rate structure currently billed by Company's standard billing system. If Choice Supplier desires to offer pricing arrangements that require billing system changes and Company is willing to enhance its system to accommodate the request, both Company and the Choice Supplier will negotiate payment from Choice Supplier for adapting Company's billing system.

New rates will have an effective date of the first day of the month following the thirty (30) day-notice. Choice Supplier will be responsible for updating the rate step of the new rate according to Company's process and timeline for updating existing Choice rates.

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CHOICE SUPPLIER POOLING SERVICE **TERMS AND CONDITIONS**

TAXES

Choice Suppliers' rates shall exclude all sales taxes. Company will calculate state and local taxes and add the amount to Customer's gas supply charges. Company assumes no responsibility or risk for any incorrect billing of taxes to Customer. Choice Supplier and Customer shall hold Company harmless for any assessments, interest, penalties, or risk of any kind whatsoever, related to any incorrect billing of taxes on behalf of Choice Supplier.

If Customer claims to be tax exempt, Customer has the sole and complete responsibility for the provision to Choice Supplier of all necessary documentation regarding Customer's tax-exempt status. Company assumes no responsibility or risk for any misapplication of tax-exempt status to any Customer. The Choice Supplier or Customer shall hold Company harmless for any assessments, interest, penalties, or risk of any kind whatsoever, related to any misapplication of tax-exempt status to any Customer.

UPDATING EXISTING CHOICE SUPPLIER RATES

Choice Supplier will submit rates in the manner and timeline indicated by Company, which may change from time to time. Company will provide an electronic pre-bill confirmation for each rate change or rate addition. Choice Supplier will review the pre-bill confirmation and acknowledge that the rates are correct or indicate any required changes to Company. All pre-bill confirmations from Choice Supplier must be received by Company by the designated deadline. If Choice Supplier submits an account on the wrong rate or Pool, or fails to provide timely rate information, the Choice Supplier is responsible for making Customer financially whole. Company may, at its sole discretion, make an adjustment for Choice Supplier at an agreed-upon fee. Rate changes submitted beyond the designated deadline will not be accepted and Company will use the then existing rate under such rate option.

Option 2 – Dual Billing:

Pool Customer shall receive two (2) bills as follows:

1. Company shall bill and collect for its portion of the Bill that includes charges for Transportation Service and all applicable Riders. Company's Bill shall include Choice Supplier's name and a statement that Choice Supplier is responsible for billing Choice Supplier's charges. In the event that Customer remits to Company less than the amount included on Company's Bill, Customer shall be subject to the same late payment charges and disconnect rules that would be applicable if Customer were receiving SCO Service.
2. Choice Supplier shall be responsible for billing and collecting its part of the bill including any arrearages due from Choice Supplier's own prior billings. To facilitate Choice Supplier's portion of the billing each month, Company will provide Choice Supplier with an electronic notification of the monthly meter readings of all Customers within Choice Supplier's Pool that have been billed by Company. Such billing data will correspond to the meter reading data on which Company based its Bill for Transportation Service. Choice Supplier may terminate gas sales to any Pool Customer for non-payment and remove Customer from its Pool in accordance with the procedures for deleting Customers from a Choice Supplier's Pool.

Choice Supplier shall provide Company with the bill format..

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CHOICE SUPPLIER POOLING SERVICE **TERMS AND CONDITIONS**

CUSTOMER INQUIRIES AND DISPUTE RESOLUTION

Choice Suppliers shall investigate Customer complaints (including Customer complaints referred by Company) in accordance with the procedures set forth under Commission Rule 4901:1-29-08 of the OAC.

CODE OF CONDUCT

Choice Supplier Code of Conduct:

In addition to fulfilling the Terms and Conditions of Company's Choice Supplier Pooling Agreement for Residential and General Transportation, the participating Choice Supplier and Governmental Aggregator shall be certified by the PUCO, as set forth in Rule 4901:1-27 of the OAC, the Commission's rule addressing Certification of Governmental Aggregators and Retail Natural Gas Suppliers.

The Choice Supplier and Governmental Aggregator shall conduct its activities consistent with the Commission's rules governing Competitive Retail Natural Gas Service as set forth in Rules 4901:1-27 through 4901:1-34 of the OAC, which are incorporated herein by reference. Company shall make copies of the applicable Competitive Retail Natural Gas Service rules available upon request. Choice Supplier's failure to comply with Company's Tariff and/or Commission Rule requirements may be deemed to be a material default within the meaning of Commission Rule 4901:1-27-13(F) of the OAC, which may be grounds for Company requesting suspension or termination of the Choice Supplier Pooling Agreement for Residential and General Transportation, pursuant to the Rule.

CAPACITY AND OPERATING REQUIREMENTS

Comparable Firm Capacity Requirement:

Choice Supplier agrees to secure sufficient firm interstate pipeline capacity, of which a portion may be Company released capacity, with primary delivery points to Company's city gates and firm supply to meet 100% of each month's Peak Design Day Demand of its Pool Customers, less a percentage during the Peak Season reflecting the Pool's entitlement to Company's peaking supplies as described below ("Allocation of Peaking Supplies") if applicable. All obligations of Choice Supplier with respect to such capacity and supply shall be the sole responsibility of Choice Supplier.

To verify Choice Supplier's compliance with this Comparable Firm Capacity Requirement, Choice Supplier must submit comparable firm capacity plans to Company no later than October 31st of each year. Choice Supplier will provide to Company upon request copies of contracts for upstream pipeline capacity not released by Company and supply contracts showing the firm quantities reserved or purchased and the specific points of delivery. If Choice Supplier is securing firm city gate supplies, Choice Supplier shall provide a copy of such firm supply agreement, and additional documentation as required by Company to confirm compliance of the applicable interstate pipeline capacity. Proof of comparable capacity may be provided to Company for the entire Peak Season or on a monthly basis and is due by the 25th of the preceding month for each month in the Peak Season.

If Company identifies a firm capacity deficiency, such deficiency shall be resolved to Company's satisfaction by one (1) or a combination of the following, at Choice Supplier's discretion: 1) immediate acquisition by Choice Supplier of additional firm pipeline capacity, 2) delayed enrollment of new Pool Customers, 3) return/transfer of existing Pool Customers to SCO Service, or 4) transfer of Pool Customers to one (1) or more Choice Suppliers. If Company identifies a firm supply deficiency, such deficiency shall be resolved to Company's satisfaction by one (1) or a combination of the following, at Choice Supplier's discretion: 1) immediate acquisition by Choice Supplier of additional firm supply, 2) delayed enrollment of new Pool Customers, 3) transfer of existing Pool Customers to SCO Service, or 4) transfer of Pool Customers to one (1) or more Choice Suppliers.

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CHOICE SUPPLIER POOLING SERVICE **TERMS AND CONDITIONS**

Mandatory Assignment of Pipeline Capacity:

Company will release its pipeline transportation and storage capacity to Choice Supplier based upon a percentage (to be confirmed annually) of the Peak Design Day Demand of Choice Supplier's Pool. Company may release contracts for one, or more months. Some capacity contracts may be released only to SCO Suppliers. Choice Supplier may elect to have a Choice Supplier's Designee take release of Choice Supplier's allocation of pipeline transportation and storage capacity. Choice Supplier's Designee must be a signatory party to a Tri-Party Capacity Release Agreement as set forth below. Choice Supplier or Choice Supplier's Designee shall take release of specific interstate pipeline firm transportation and storage capacity for a term, agreed to by Company, subject to Company's right of capacity recall contained elsewhere in these Terms and Conditions.

Terms and conditions of the capacity release will be specified in pipeline capacity release forms, including length of term, price, and recall requirements, subject to FERC requirements for capacity release. Choice Supplier or Choice Supplier's Designee may not change any primary points of receipt or delivery associated with released pipeline transportation contracts during the term of the capacity release. In addition, for specific parcels of capacity identified by Company, Choice Supplier or Choice Supplier's Designee may not utilize any delivery point other than those primary and secondary points identified by Company unless the capacity is released at the pipeline's full tariff rate or unless an alternate capacity billing arrangement is agreed to by Choice Supplier and Company. The released capacity is subject to recall at any time if Choice Supplier or Choice Supplier's Designee does not perform in accordance with the Agreement or fails to comply with the Choice Supplier Code of Conduct and other provisions set forth in these Terms and Conditions.

Choice Supplier or Choice Supplier's Designee may re-release any capacity assigned to it hereunder, except Columbia Firm Storage Service ("FSS") and Storage Service Transportation ("SST") storage capacity, provided that: 1) Choice Supplier or Choice Supplier's Designee will continue to be responsible for payment of all pipeline charges associated with the released capacity; 2) any re-release of such capacity remains subject to the restrictions identified in Company's Tariff; and the capacity is not needed to satisfy the Choice Supplier's Pool's DDQ on such day(s). Choice Supplier or Choice Supplier's Designee may use other firm pipeline capacity to supply its DDQ and re-release portions of its assigned pipeline capacity, subject to the previously mentioned restrictions.

Tri-Party Capacity Release Agreement:

A Tri-Party Capacity Release Agreement must be executed by Choice Supplier, Choice Supplier's Designee and Company before the assignment of pipeline transportation and/or storage capacity and all other terms and conditions contained in such Tri-Party Capacity Release Agreement are effective. Choice Supplier's Designee shall be subject to Company's approval. Company retains discretion to reject a proposed Choice Supplier Designee based on a creditworthiness evaluation or other issues that take into consideration the reliability of performance of all obligations, including financial obligations. Choice Supplier's Designee must comply with all capacity release requirements and re-release limitations, either per this Tariff for Gas Service or per Company operating procedures. Choice Supplier shall remain responsible for both its and its Choice Supplier's Designee's compliance with the requirements of Company's Choice Program.

Reassignment of Capacity:

Transportation and storage capacity released to Choice Suppliers will follow Customers to their new Choice or SCO Suppliers upon migration to and from Choice Service with reassignment of capacity to Choice and SCO Suppliers based on their Peak Design Day Demands. Company reserves the right to adjust capacity release quantities intra- month in the event large migrations occur. Reassignment of capacity may occur for terms in excess of one (1) month.

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CHOICE SUPPLIER POOLING SERVICE **TERMS AND CONDITIONS**

Operational System Balancing:

Company's Columbia storage will be released to each Choice Supplier on a proportionate basis. The holders of Company-released Columbia storage capacity will collectively provide system balancing through Predetermined Allocations ("PDA") set with Columbia.

PDAs will be established with Columbia at the beginning of each month proportional to the percentage of Columbia storage capacity released to Suppliers. Each day Choice Supplier will be allocated a portion of the daily system imbalance based on its PDA percentage. Choice Supplier will be charged by Columbia for any overrun or penalties associated with exceeding its individual storage volume limits. If Company, as meter operator, incurs Columbia penalties, such penalties will be assessed to each Choice Supplier that contributed to the penalty proportional to their contribution to the violation.

Choice Suppliers will agree to provide Company access to their daily Columbia inventory and nomination information. Choice Supplier shall submit monthly agency agreements to Columbia providing such access in the manner required by Company and Columbia. Choice Suppliers must follow Company-established minimum and maximum limits for daily storage injections and withdrawals, and minimum storage inventory requirements to ensure sufficient storage inventory and capacity to balance Company's system each day. At no time shall Choice Supplier's Company-released Columbia storage inventory volume be less than the minimum specified by Company.

Provider of Last Resort ("POLR") Service:

Choice Supplier shall temporarily provide supply from Company-released Columbia storage capacity to cover system load requirements in the event of a Choice or SCO Supplier default or OFO event.

Defaulting Choice or SCO Suppliers are required to reimburse affected parties for any incremental costs incurred to provide POLR Service. Any incremental costs not recovered from defaulting Suppliers will be included for recovery in the ETC Rider.

Company will act as POLR Coordinator, identifying the need for POLR service and notifying SCO and Choice Suppliers.

Company will take the following short-term action with regard to obtaining POLR supply:

- (1) Choice and SCO Suppliers collectively will provide supply to meet POLR needs, using their individual Columbia storage inventories. The withdrawn storage inventory will be subsequently replaced.
- (2) If Company determines that the daily quantity of gas needed may affect the reliability of the system, an OFO will be issued, to ensure Pool Operators are not under delivering versus their respective usages during the POLR period.
- (3) Next, as soon as practicable, all transportation and storage capacity released to any defaulting SCO Supplier or Choice Supplier will be recalled by Company who will use it to meet the immediate needs of the defaulting Supplier's customers. Company will claim the defaulting Supplier's storage inventory as needed to meet the defaulting Supplier's customer loads.

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CHOICE SUPPLIER POOLING SERVICE **TERMS AND CONDITIONS**

Provider of Last Resort ("POLR") Service (Continued):

- (4) Company will fill any remaining shortfall through acquiring additional temporary capacity and supply or city gate deliveries or by coordinating the delivery of city gate delivered volumes with non-defaulting Choice and SCO Suppliers. Non-defaulting Choice and SCO Suppliers shall be compensated by Company for volumes delivered at the price agreed upon for the applicable transaction. Defaulting Choice Supplier will reimburse Company for all costs associated with the default.
- (5) Company will coordinate the provision of POLR service for the remainder of the billing month in which a Supplier default occurs, and the subsequent month, or until an alternate solution is effectuated.

In the event of defaulting Choice or SCO Supplier removal, Company will take the following action:

- (1) If a Choice Supplier is removed, Company will offer non-defaulting Choice Suppliers the option of assuming the Customers of the removed Choice Supplier. Customers of the removed Choice Supplier shall be charged the SCO Rider rate until such time as Customer enters into a contract with a new Choice Supplier. If Customer elects to discontinue Choice service or is dropped by the new Choice Supplier, said Customer will transfer to DSS or SCO service, as applicable. If no non-defaulting Choice Supplier assumes the removed Choice Supplier's Customer(s), such Customer(s) will transfer to SCO service.
- (2) If an SCO Supplier is removed or Choice Suppliers do not assume the Customers of a removed Choice Supplier:
 - (a) The remaining SCO Suppliers' loads will be increased to cover the defaulted load on a pro rata basis. Such incremental load will be limited to 50% of initial Tranches awarded.
 - (b) For the portion of increased load quantity greater than 50% of initial Load Tranches awarded to remaining SCO Suppliers, Company shall solicit non-defaulting SCO Suppliers to serve the defaulted load through the end of the current SCO Phase at the SCO price established in the auction governing the current SCO Phase.
 - (c) If assignment to SCO Suppliers under part (a) and voluntary solicitation under part (b) does not accommodate assignment of the entire load of the removed SCO Supplier, Company shall solicit non-defaulting Choice Suppliers to serve the defaulted load through the end of the current SCO Phase at the SCO price established in the auction governing the current SCO Phase unless Customer enters into a contract with a Choice Supplier.
 - (d) If after taking the above actions unserved SCO load remains, the remaining unserved load will be assigned to a new SCO Supplier based on an accelerated auction process.
 - (e) The removed SCO Supplier will be responsible for all costs associated with (a) through (d) as described herein.

Company may require additional collateral from SCO and Choice Suppliers that have elected to serve any portion of the defaulted load prior to assignment of the incremental load.

Choice Eligible Customer(s) of the removed Choice or SCO Supplier may elect to enroll with a non-defaulting Choice Supplier at any time during the process.

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CHOICE SUPPLIER POOLING SERVICE **TERMS AND CONDITIONS**

Company Demand Forecast:

Company shall forecast each Pool's Expected Demand based upon Company's design day and forecasted weather and the historic usage characteristics of the Pool's Customers. The Expected Demand, and corresponding DDQ shall be based on a single market area. However, Company may create separate forecasts and DDQs and require separate Pools for specific market areas.

Daily Scheduling of Directed Delivery Quantities:

By 9:00 a.m. Central Clock Time ("CCT"), Company will post on its GTS Choice Supplier's DDQ by Pool for the gas day beginning 9:00 a.m. CCT the following day. Such DDQ shall be the sum of: 1) the Expected Demand of Choice Supplier's Pool for that gas day calculated using the Pool's demand equation and forecasted weather; and 2) Unaccounted for Gas quantities based on Company's Unaccounted for Gas Percentage; and 3) any necessary adjustments for interstate pipeline and/or Company operating constraints, system knowledge and experience, and/or prior imbalances associated with the periodic volume reconciliations. The DDQ will be stated in city gate Dths.

At the time of posting the DDQ, Company shall indicate the minimum, maximum or exact volume that shall be delivered by Choice Supplier on each interstate pipeline or to each Company city gate to achieve the DDQ. Company shall maintain city gate allocation tables that outline the range of minimum and maximum delivery percentages required by city-gates and/or service areas on Company's system. These percentages shall be recalculated and communicated to Choice Suppliers periodically.

Nomination Provision

Choice Suppliers are required to nominate scheduled storage injections and withdrawals to the pipelines and to Company for all Company-released storage capacity. Company will post daily minimum and maximum Columbia storage injection and withdrawal limits, and monthly minimum storage inventory levels. Scheduled injection nomination rights during the Winter Season and scheduled withdrawal nomination rights during the Summer Season are subject to approval in advance by Company.

By 1:00 p.m. CCT each day, and in any intra-day nominations thereafter, Choice Supplier shall nominate to Company via Company's GTS the quantity of gas that it has scheduled for delivery at Company's city gate(s) for its Pool(s) for the following gas day. Choice Supplier agrees to adhere to the nominating guidelines set out in the FERC approved tariff of the applicable interstate pipeline and comply with any Company operating and/or interstate pipeline restrictions communicated by Company or pipeline.

Company may accept nominations submitted after the deadlines specified above within its reasonable discretion. Intra-day nominations must be approved in advance by Company. Until Choice Supplier submits the required nomination, Choice Supplier's nomination of daily quantities shall be zero. Unless otherwise permitted by Company in writing, the Nomination Period shall not exceed thirty-one (31) days.

Company may at its discretion perform a No-Notice nomination to Choice Supplier's Company-released Columbia storage for the prior day's flow if the Choice Supplier has not (1) delivered adequate supplies to meet their DDQ or (2) met its Columbia minimum City Gate Allocations delivery percentage requirement.

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CHOICE SUPPLIER POOLING SERVICE **TERMS AND CONDITIONS**

Nomination Provision (Continued):

Choice Supplier shall be responsible for verifying and, if necessary, correcting its Daily Pipeline Nomination so that it matches Choice Supplier's confirmed pipeline deliveries and is compliant with the City Gate Allocations percentage requirements.

System Beneficial Deliveries:

Company may request Choice Supplier(s) to voluntarily 1) vary its daily delivery from the nominated delivery quantities; 2) deliver to a different pipeline and/or city-gate; and/or 3) make other changes to gas deliveries to ensure system integrity or mitigate the risk of pipeline penalties being assessed. If voluntary delivery changes are not adequate to rectify the situation, Company shall change its city-gate allocation delivery requirements applicable to all Pool Operators. Failure to comply will result in Pool Operators being assessed the City-Gate Allocation Non-Compliance Charge.

Procedure for Gas Emergency Calls:

Choice Suppliers are required to adhere to Company's Gas Emergency Call Handling Procedure as it may be amended from time to time.

Allocation of Peaking Supplies:

During the months of December through February, Company may reserve a portion of its peaking supplies for Choice Supplier Pools if deemed necessary, based on the product of each Pool's then-applicable Peak Design Day Demand and the percentage of Company's total design day needs forecasted to be met by peaking supplies that month. The portion reserved shall be applied as a reduction to the Peak Design Day Demand that Choice Supplier must meet pursuant to its Comparable Firm Capacity Requirement.

On any day when the Pool's Expected Demand reaches the volume of Choice Supplier's Comparable Firm Capacity Requirement, Company may supply the Pool's gas needs in excess of the Choice Supplier's Comparable Firm Capacity Requirements with peaking supplies.

Choice Supplier will be assessed a proportionate share, as determined by Company, of the costs of peaking supplies obtained by Company and used for peak shaving for hourly load shaving and any other uses of alternative peaking supplies determined to be necessary for system operation in Company's discretion.

Choice Supplier shall pay a peaking-demand charge based on its proportionate share of assigned Peaking Supply as billed by Company during the Peak Season. Such unit-demand charge shall be equal to the total capacity costs and other fixed costs associated with Company supplied peaking resources.

By October 1 of each year, and when there is a material change in Company's peaking capacity, Company shall indicate the Choice Supplier Pool's Peak Design Day Demand if any, that will be met with Company's peaking supplies allocated by Company to such Pool, if any.

Measurement of Customer Usage Volumes:

Company shall be responsible for all usage measurement at the Delivery Point to Customer's facilities. Monthly volumes billed to Pool Customers shall be considered actual volumes consumed, whether the meter reading is actual or estimated.

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CHOICE SUPPLIER POOLING SERVICE **TERMS AND CONDITIONS**

Quality of Gas Delivered by Choice Supplier:

Choice Supplier warrants that all gas delivered by or on behalf of Choice Supplier for its Pool Customers shall meet the quality, pressure, heating value and other quality specifications of the applicable FERC Gas Tariff of the interstate gas pipeline delivering said gas to Company.

Title and Warranty:

Choice Supplier warrants that it will, at the time and place of delivery, have good right and title to all volumes of gas delivered on its behalf, free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify and hold Company harmless for all suits, actions, debts, accounts, damages, costs, losses, or expenses (including reasonable attorney fees) arising from or out of the adverse claims of any or all persons relating to or arising from said gas.

MONTHLY VOLUME RECONCILIATION

1. Choice Suppliers' deliveries will be reconciled to their requirements on a monthly basis.
2. For each month during the SCO Period, Company will compare each Choice Supplier's Deliveries to its Pool's Requirements, and Allocated Requirements to determine the Supplier's monthly Reconciliation Volumes.
 - a. Choice Supplier's Deliveries will be the sum of Choice Supplier's confirmed deliveries to the city gate and its no-notice storage activity, and its allocated share of peaking supplies.
 - b. Choice Supplier's Pool Requirements will be determined by adjusting Choice Supplier's Pool's actual billed usage for annual Standard Btu Value and the Unaccounted for Gas Percentage identified in Company's Tariff.
 - c. Choice Supplier's Allocated Requirements will include Choice Supplier's portion of Large Transportation Service Pool Operators' Imbalance volumes, Company's Line Pack changes, and Company's Operational Balancing Agreement ("OBA") volume changes.
3. The reconciliation Cashout price for each month will be the IFERC Gas Market Report First-of-the-month price for Columbia Gas Transmission Corp, Appalachia plus applicable variable costs including fuel retention and pipeline variable charges.
4. The sum of the monthly reconciliation Cashout amounts, plus any applicable taxes, will be the monthly Cashout credit or charge. The monthly Cashout credit or charge will be recovered or passed back in the Exit Transition Cost ("ETC") Rider.
5. Such reconciliations will be performed in the second month following the end of the last month of flow.
6. Company may elect to adjust the Choice Supplier's reconciliation imbalance and/or receivables for up to twelve (12) months after the original billing date for any Choice Customers' bills at issue, for accounting or billing errors, billing disputes, or any other necessary or appropriate adjustments.
7. The Choice Supplier's Monthly Volume Reconciliation Cashout charges and credits will remain subject to revision based on any corrections to underlying data and any issues identified in the annual ETC Audits.

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CHOICE SUPPLIER POOLING SERVICE TERMS AND CONDITIONS

CONSEQUENCES OF CHOICE SUPPLIER'S FAILURE TO PERFORM OR COMPLY

If a Choice Supplier fails to deliver gas in accordance with the requirements of the Choice Supplier Pooling Agreement, or otherwise fails to comply with the provisions of Rate 385 and these Terms and Conditions, including those specified in the Choice Supplier Code of Conduct section, Company shall have the discretion to initiate the process to suspend temporarily or terminate such Choice Supplier's further Choice Program participation for the applicable Pool.

- **Non-Mercantile Pool:** In the event Company seeks to suspend or terminate a Choice Supplier from the provision of service to any Non-Mercantile Pool under the Choice Program, Company shall follow the process and timeline set out in Rule 4901:1-27-13(F), OAC. Among other things, this establishes the process by which Company must seek authorization from the Commission to terminate or suspend a Choice Supplier from providing service to a Non-Mercantile Pool in the event of a default.
- **Mercantile Pool:** In the event Company intends to suspend or terminate a Choice Supplier from the Choice Program, Company shall first notify the Choice Supplier of the alleged violations that merit suspension or termination. Such notice shall be in writing, contain reasonable detail and shall be sent to Choice Supplier at the fax number listed in the Choice Supplier Pooling Agreement five (5) days prior to the suspension or termination. If, within five (5) days after the service of the previously mentioned notice, Choice Supplier remedies or removes the cause or causes stated in the notice, the Choice Supplier Pooling Agreement and such Mercantile Pool will continue in full force and effect. If Choice Supplier does not remedy or remove the cause or causes within five (5) days, then at the option of Company, the Choice Supplier Pooling Agreement relative to all Mercantile Pools may terminate at the expiration of said five (5) day period.

If Choice Supplier is suspended or expelled from the Choice Program relative to a specific Pool, Customers in such Pool shall be assigned to an SCO and/or Choice Supplier pursuant to Company's Provider of Last Resort provisions as described within these Terms and Conditions. Any termination or cancellation of the Choice Supplier Pooling Agreement relative to some or all of Choice Supplier's Pools and pursuant to any provision of this section shall be without waiver of any remedy, whether at law or in equity, to which the party not in default otherwise may be entitled for breach of the Agreement.

CHOICE SUPPLIER WITHDRAWAL OR TERMINATION

If Choice Supplier in total or for a specific Pool is restricted from further participation in the Choice Program or elects to withdraw from the Choice Program, Company shall have the right to recall all pipeline capacity then assigned to Choice Supplier by Company associated with the specific Pool(s) in accordance with the terms of the release agreement. Payment of any amounts payable to Choice Supplier by Company will be held by Company until all volumes are reconciled and any charges owed to Company are paid in full.

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CHOICE SUPPLIER POOLING SERVICE **TERMS AND CONDITIONS**

WAIVER OF CHARGES

In its reasonable discretion, on a case-by-case basis, Company may waive all or part of any Charge assessable to Choice Supplier pursuant to Rate Schedule 385 and these Terms and Conditions, when such Charges result from situations which occur beyond the reasonable control of Choice Supplier. The waiver of such otherwise assessable Charge shall be exercised on a non-discriminatory basis. Requests for waivers must be submitted in writing to Company and be signed by an authorized representative of Choice Supplier. Company will retain records of waiver requests received and their dispositions. Non-Compliance Charges may be waived or amended on a case-by-case basis.

FORCE MAJEURE

If either Choice Supplier or Company is unable to fulfill its obligations under the Choice Supplier Pooling Agreement, Rate 385, or these Terms and Conditions due to an event or circumstance which is beyond the control of such party and which prevents such performance, such party shall be excused from and will not be liable for damages related to non-performance during the continuation of such impossibility of performance. None of the following shall be considered a force majeure condition: 1) changes in market conditions that affect the acquisition or transportation of natural gas, 2) failure of Choice Supplier to deliver or Pool Customers to consume scheduled gas volumes, or 3) force majeure or other interruptions called by either gas producers or interstate pipelines.

The party claiming force majeure will use due diligence to remove the cause, or mitigate the impact, of the force majeure condition and resume delivery or consumption of gas previously suspended. Gas withheld from Choice Supplier or Pool Customers during a force majeure condition will be delivered upon the end of such condition as soon as practicable based on, among other things, Company's operating constraints.

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UNACCOUNTED FOR GAS PERCENTAGE

APPLICABILITY

The Unaccounted for Gas Percentage shall be applicable to Pool Operators, Choice Suppliers, and SCO Suppliers.

DESCRIPTION

A percentage of the quantities delivered by applicable parties at a point of receipt on Company's distribution system shall be designated to compensate for gas lost, used, and unaccounted for in system operations.

The Unaccounted for Gas Percentage stated below shall be adjusted periodically by Company, through updating of this Sheet No. 54, in accordance with the procedures approved by the Commission in 18-0298-GA-AIR, to reflect any changes in the system unaccounted for percentage.

UNACCOUNTED FOR GAS PERCENTAGE

The Unaccounted for Gas Percentage is 1.6%.

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SCO SUPPLIER TERMS AND CONDITIONS

APPLICABILITY

The following Terms and Conditions apply to SCO Suppliers under Rate 396, SCO Supplier Service.

CAPACITY AND OPERATING REQUIREMENTS

Comparable Firm Capacity Requirement

SCO Supplier agrees to secure sufficient firm interstate pipeline capacity, of which a portion may be Company released capacity, with primary delivery points to Company's city gates and firm supply to meet 100% of each month's Peak Design Day Demand of its Load Tranche, less a percentage during the Peak Season reflecting SCO Supplier's entitlement to Company's peaking supplies, as described below ("Allocation of Peaking Supplies") if applicable. All obligations of SCO Supplier with respect to such capacity and supply shall be the sole responsibility of SCO Supplier.

To verify SCO Supplier's compliance with this Comparable Firm Capacity Requirement, SCO Supplier must submit comparable firm capacity plans to Company no later than October 31st of each year. SCO Supplier will provide to Company upon request copies of contracts for upstream pipeline capacity not released by Company and supply contracts showing the firm quantities reserved or purchased and the specific points of delivery. If SCO Supplier is securing firm city gate supplies, SCO Supplier shall provide a copy of such firm supply agreement, and additional documentation as required by Company to confirm compliance of the applicable interstate pipeline capacity. Proof of comparable capacity may be provided for the entire Peak Season or on a monthly basis and is due by the 25th of the preceding month for each month in the Peak Season.

If Company identifies a firm capacity deficiency, such deficiency shall be resolved to Company's satisfaction by immediate acquisition by SCO Supplier of additional firm pipeline capacity. If Company identifies a firm supply deficiency, such deficiency shall be resolved to Company's satisfaction by immediate acquisition by SCO Supplier of additional firm supply.

Mandatory Assignment of Pipeline Capacity:

Company will release its pipeline transportation and storage capacity to SCO Supplier based upon a percentage (to be confirmed annually) of the Peak Design Day Demand of SCO Supplier's Load Tranche. Company may release contracts for one, or more months. Some capacity contracts may be released only to SCO Suppliers. SCO Supplier may elect to have a SCO Supplier's Designee take release of SCO Supplier's allocation of pipeline transportation and storage capacity. SCO Supplier's Designee must be a signatory party to a Tri-Party Capacity Release Agreement as set forth below. SCO Supplier or SCO Supplier's Designee shall take release of specific interstate pipeline firm transportation and storage capacity for the term of the SCO Service phase, subject to Company's right of capacity recall contained elsewhere in these Terms and Conditions.

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SCO SUPPLIER TERMS AND CONDITIONS

Mandatory Assignment of Pipeline Capacity (Continued):

Terms and conditions of the capacity release will be specified in pipeline capacity release forms including length of term, price, and recall requirements, subject to FERC requirements for capacity release. SCO Supplier or SCO Supplier's Designee may not change any primary points of receipt or delivery associated with released pipeline transportation contracts during the term of the capacity release. In addition, for specific parcels of capacity identified by Company, SCO Supplier or SCO Supplier's Designee may not utilize any delivery point other than those primary and secondary points identified by Company unless the capacity is released at the pipeline's full tariff rate or unless an alternate capacity billing arrangement is agreed to by SCO Supplier and Company. The released capacity is subject to recall at any time if SCO Supplier or SCO Supplier's Designee does not perform in accordance with the SCO Supplier Agreement or fails to comply with provisions set forth in these Terms and Conditions.

SCO Supplier or SCO Supplier's Designee may re-release on a recallable basis any transportation capacity released to it hereunder, except Columbia Firm Storage Service ("FSS") and Storage Service Transportation ("SST") storage capacity provided that: 1) SCO Supplier or SCO Supplier's Designee will continue to be responsible for payment of all pipeline charges associated with the released capacity; 2) any re-release of such capacity remains subject to the requirements and restrictions identified in Company's Tariff; and 3) the capacity is not needed to satisfy the SCO Supplier's Load Tranche's DDQ on such day(s). SCO Supplier or SCO Supplier's Designee may use other firm pipeline capacity to supply its DDQ and re-release portions of its assigned pipeline capacity, subject to the previously mentioned restrictions.

Tri-Party Capacity Release Agreement:

A Tri-Party Capacity Release Agreement must be executed by SCO Supplier, SCO Supplier's Designee and Company before the assignment of pipeline transportation and/or storage capacity and all other terms and conditions contained in such Tri-Party Capacity Release Agreement are effective. Supplier's Designee shall be subject to Company's approval. Company retains discretion to reject a proposed SCO Supplier's Designee based on a creditworthiness evaluation or other issues that take into consideration the reliability of performance of all obligations, including financial obligations. SCO Supplier's Designee must comply with all capacity release requirements and re-release limitations, either per this Tariff for Gas Service or per Company operating procedures. SCO Supplier shall remain responsible for both its and its SCO Supplier's Designee's compliance with the requirements of Company's SCO Program.

Reassignment of Capacity:

Transportation and storage capacity released to SCO Suppliers will follow Customers to their new Choice or SCO Suppliers upon migration to and from Choice Service with reassignment of capacity to Suppliers based on their Peak Design Day Demands. Company reserves the right to adjust capacity release quantities intra-month in the event large Choice migrations occur. Reassignment of capacity may occur for terms in excess of one (1) month.

Operational System Balancing:

Company's Columbia storage will be released to each Choice and SCO Supplier on a proportionate basis. The holders of Company-released Columbia storage capacity will collectively provide system balancing through Predetermined Allocations ("PDA") set with Columbia.

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SCO SUPPLIER TERMS AND CONDITIONS

Operational System Balancing (Continued):

PDAs will be established with Columbia at the beginning of each month proportional to the percentage of Columbia storage capacity released to Suppliers. Each day SCO Supplier will be allocated a portion of the daily system imbalance based on its PDA percentage. SCO Supplier will be charged by Columbia for any overrun or penalties associated with exceeding its individual storage volume limits. If Company, as meter operator, incurs Columbia penalties, such penalties will be assessed to each SCO Supplier that contributed to the penalty proportional to their contribution to the violation.

SCO Suppliers will agree to provide Company access to their daily Columbia inventory and nomination information. SCO Supplier shall submit monthly agency agreements to Columbia providing such access in the manner required by Company and Columbia SCO Suppliers must follow Company-established minimum and maximum limits for daily storage injections and withdrawals, and minimum storage inventory requirements to ensure sufficient storage inventory and capacity to balance Company's system each day. At no time shall SCO Supplier's Company-released Columbia storage inventory volume be less than the minimum specified by Company.

Customer Enrollments:

All SCO Customer enrollments and drops, with the exception of the April 1st enrollments, will be sent by Company in the form of EDI transactions. The SCO Supplier will utilize the file standards as required by Company, which may change from time to time.

Choice Eligible Customer Account List:

Company shall make available to PUCO-Certified Retail Natural Gas Suppliers approved by Company for participation in Company's SCO Program an electronic list of Customers' accounts eligible for participation in the Choice Program, as defined in Section 4929.22 (B) of the Revised Code. The charges, terms and conditions applicable to such Choice Eligible Customer account list are described in Rate 385 and shall also apply to any SCO Supplier requesting such list.

Company Consolidated Billing:

SCO Customer shall receive one (1) Bill from Company that indicates the name of SCO Supplier from whom Customer is receiving its gas supply and which includes the SCO Rider Rate, which is the SCO Supplier's gas supply charges, in addition to any taxes for which SCO Supplier must collect.

Taxes:

Company will calculate state and local taxes and add the amount to Customer's gas supply charges. Company assumes no responsibility or risk for any incorrect billing of taxes to Customer. SCO Supplier and Customer shall hold Company harmless for any assessments, interest, penalties, or risk of any kind whatsoever, related to any incorrect billing of taxes on behalf of SCO Supplier.

If Customer claims to be tax exempt, Customer has the sole and complete responsibility for the provision to SCO Supplier of all necessary documentation regarding Customer's tax-exempt status. Company assumes no responsibility or risk for any misapplication of tax-exempt status to any Customer. The SCO Supplier or Customer shall hold Company harmless for any assessments, interest, penalties, or risk of any kind whatsoever, related to any misapplication of tax-exempt status to any Customer.

Welcome Letter:

SCO Supplier shall provide a Standard Welcome Letter provided by Company to all new Customers informing them of the terms and conditions of their agreement, and providing Customer with all applicable contact information.

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SCO SUPPLIER TERMS AND CONDITIONS

Provider of Last Resort ("POLR") Service:

SCO Supplier shall temporarily provide supply from Company-released Columbia storage capacity to cover system load requirements in the event of a SCO or Choice Supplier default or OFO event.

Defaulting SCO or Choice Suppliers are required to reimburse affected parties for any incremental costs incurred to provide POLR service. Any incremental costs not recovered from defaulting Suppliers will be included for recovery in the ETC Rider.

Company will act as POLR Coordinator, identifying the need for POLR Service and notifying SCO and Choice Suppliers.

Company will take the following short-term action with regard to obtaining POLR supply:

- (1) Choice and SCO Suppliers collectively will provide supply to meet POLR needs, using their individual Columbia storage inventories. The withdrawn storage inventory will be subsequently replaced.
- (2) If Company determines that the daily quantity of gas needed may affect the reliability of the system, an OFO will be issued, to ensure Pool Operators are not under delivering versus their respective usages during the POLR period.
- (3) Next, as soon as practicable, all transportation and storage capacity released to any defaulting SCO Supplier or Choice Supplier will be recalled by Company who will use it to meet the immediate needs of the defaulting Supplier's customers. Company will claim the defaulting Supplier's storage inventory as needed to meet the defaulting Supplier's customer loads.
- (4) Company will fill any remaining shortfall through acquiring additional temporary capacity and supply or city-gate city gate deliveries, or by coordinating the delivery of city gate delivered volumes with non-defaulting SCO and Choice Suppliers. Non-defaulting SCO and Choice Supplier shall be compensated for the Company for volumes delivered at the price agreed upon for the applicable transaction. Defaulting Choice Supplier will reimburse Company for all costs associated with the default.
- (5) Company will coordinate the provision of POLR service for the remainder of the billing month in which a Supplier default occurs, and the subsequent month, or until an alternate solution is effectuated.

In the event of defaulting SCO or Choice Supplier removal, Company will take the following action:

- (1) If a Choice Supplier is removed, Company will offer non-defaulting Choice Suppliers the option of assuming the Customers of the removed Choice Supplier. Customers of the removed Choice Supplier shall be charged the SCO Rider rate until such time Customer enters into a contract with a new Choice Supplier. If Customer elects to discontinue Choice service or is dropped by the new Choice Supplier, said customer will transfer to DSS or SCO service, as applicable. If no non-defaulting Choice Supplier assumes the removed Choice Supplier's Customer(s), such Customer(s) will transfer to SCO service.

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SCO SUPPLIER TERMS AND CONDITIONS

Provider of Last Resort ("POLR") Service (Continued):

(2) If an SCO Supplier is removed or Choice Suppliers do not assume the Customer removed SCO Supplier:

- (a) The remaining SCO Suppliers loads will be increased to cover the defaulted load on a pro rata basis. Such incremental load will be limited to 50% of initial Tranches awarded.
- (b) For the portion of increased load quantity greater than 50% of initial Load Tranches awarded to remaining SCO Suppliers, Company shall solicit non-defaulting SCO Suppliers to serve the defaulted load through the end of the current SCO Phase at the SCO price established in the auction governing the current SCO Phase.
- (c) If assignment to SCO Suppliers under part (a) and voluntary solicitation under part (b) does not accommodate assignments of the entire load of the removed SCO Supplier, Company shall solicit non-defaulting Choice Suppliers to serve the defaulted load through the end of the current SCO Phase unless Customer enters into a contract with a Choice Supplier.
- (d) If after taking the above actions unserved SCO load remains, the remaining unserved load will be assigned to a new SCO Supplier based on an accelerated auction process.
- (e) The removed SCO Supplier will be responsible for all costs associated with (a) through (d) as described herein.

Company may require additional collateral from SCO and Choice Suppliers that have elected to serve any portion of the defaulted load prior to assignment of the incremental load.

Choice Eligible Customer(s) of the removed Choice or SCO Supplier may elect to enroll with a non-defaulting Choice Supplier at any time during the process.

Company Demand Forecast:

Company shall forecast each Tranche's Expected Demand based upon Company's design day and forecasted weather, respectively; the number of Customers in the Tranche; and the historic usage characteristics of the applicable Customers. The forecast provided to SCO Suppliers will include any requirements for Rate 310 (Residential Default Sales Service) and Rate 320 (General Default Sales Service) Customers, which will be based on equal divisions of the historical demand associated with these Customers. However, Company may create separate forecasts and DDQs and require separate Pools for specific market areas.

Daily Scheduling of Directed Delivery Quantities:

By 9:00 a.m. Central Clock Time ("CCT"), Company will post on its GTS, SCO Supplier's DDQ for the gas day beginning 9:00 a.m. CCT the following day. Such DDQ shall be the sum of: 1) the Expected Demand of SCO Supplier's Load Tranches for that gas day calculated as a prorata share of total SCO Customer demand; 2) Load Tranche Unaccounted for Gas quantities based on Company's Unaccounted for Gas Percentage and 3) any necessary adjustments for interstate pipeline and/or Company operating constraints, system knowledge and experience, and/or prior imbalances associated with the periodic volume reconciliations. The DDQ will be stated in city gate MMBtu (million Btu).

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Daily Scheduling of Directed Delivery Quantities (Continued):

At the time of posting the DDQ, Company shall indicate the minimum, maximum or exact volume that shall be delivered by SCO Supplier on each interstate pipeline or to each Company city gate to achieve the DDQ. Company shall maintain city- gate allocation tables that outline the range of minimum and maximum delivery percentages required by city-gates on Company's system. These percentages shall be recalculated and communicated to SCO Suppliers periodically.

Nomination Provisions:

SCO Suppliers are required to nominate scheduled storage injections and withdrawals to the pipelines and to Company for all Company-released storage capacity. Company will post daily minimum and maximum Columbia storage injection and withdrawal limits, and monthly minimum storage inventory levels. Scheduled injection nomination rights during the Winter Season and scheduled withdrawal nomination rights during the Summer Season are subject to approval in advance by Company.

By 1:00 p.m. CCT each day, and in any intra-day nominations thereafter, SCO Supplier shall nominate to Company via Company's GTS the quantity of gas that it has scheduled for delivery at Company's city gate(s) for its Pool for the following gas day. SCO Supplier agrees to adhere to the nominating guidelines set out in the FERC approved tariff of the applicable interstate pipeline, and comply with any Company operating and/or interstate pipeline restrictions communicated by Company or pipeline.

Company may accept nominations submitted after the deadlines specified above within its reasonable discretion. Intra-day nominations must be approved in advance by Company. Until SCO Supplier submits the required nomination, SCO Supplier's nominations of daily quantities shall be zero. Unless otherwise permitted by Company in writing, the Nomination Period shall not exceed thirty-one (31) consecutive days.

SCO Supplier shall be responsible for verifying and, if necessary, correcting its Daily Pipeline Nomination so that it matches SCO Supplier's confirmed pipeline deliveries and is compliant with the City Gate Allocations percentage requirements.

Company will post actual system imbalance volumes the day after flow and each SCO Supplier's prorata share of the system imbalance per the monthly PDA. Company may at its discretion perform a No-Notice nomination to SCO Supplier's Company-released Columbia storage for the prior day's flow if the SCO Supplier has not (1) delivered adequate supplies to meet their DDQ or (2) met their Columbia minimum city gate allocation delivery requirement.

System Beneficial Deliveries:

Company may request SCO Supplier(s) to voluntarily 1) vary its daily delivery from the nominated delivery quantities; 2) deliver to a different pipeline and/or city-gate; and/or 3) make other changes to gas deliveries to ensure system integrity or mitigate the risk of pipeline penalties being assessed. If voluntary delivery changes are not adequate to rectify the situation, Company shall change its city-gate allocation delivery requirements applicable to all Pool Operators. Failure to comply will result in Pool Operators being assessed the City-Gate Allocation Non-Compliance Charge.

Procedure for Gas Emergency Calls:

SCO Suppliers are required to adhere to Company's Gas Emergency Call Handling Procedure as it may be amended from time to time.

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SCO SUPPLIER TERMS AND CONDITIONS

Allocation of Peaking Supplies:

During the months of December through February, Company may reserve a portion of its peaking supplies capacity for SCO Suppliers if deemed necessary, based on the product of each SCO Supplier's then-applicable Peak Design Day Demand and the percentage of Company's total design day needs forecasted to be met by peaking supplies that month. The portion reserved shall be applied as a reduction to the Peak Design Day Demand that SCO Supplier must meet pursuant to its Comparable Firm Capacity Requirement.

On any day when the SCO Supplier's Expected Demand reaches the volume of SCO Supplier's Comparable Firm Capacity Requirement, Company may supply the SCO Supplier's gas needs in excess of the SCO Supplier's Comparable Firm Capacity Requirements with peaking supplies.

SCO Supplier will be assessed a proportionate share, as determined by Company, of the costs of peaking supplies obtained by Company and used for peak shaving for hourly load shaving and any other uses of peaking supplies determined to be necessary for system operation in Company's discretion.

SCO Supplier shall pay a peaking-demand charge based on its proportionate share of assigned Peaking Supply as billed by Company during the Peak Season. Such unit-demand charge shall be equal to the total capacity costs and other fixed costs associated with Company supplied peaking resources.

By October 1 of each year, and when there is a material change in Company's peaking capacity, Company shall indicate the SCO Supplier's Peak Design Day Demand that will be met with Company's peaking supplies allocated by Company to such SCO Supplier, if any.

Measurement of Customer Usage Volumes:

Company shall be responsible for all usage measurement at the Delivery Point to Customer's facilities. Monthly Load Tranche volumes billed to Customers shall be considered actual volumes consumed, whether the meter reading is actual or estimated.

Quality of Gas Delivered by SCO Supplier:

SCO Supplier warrants that all gas delivered by or for its Tranche shall meet the quality, pressure, heating value and other quality specifications of the applicable FERC Gas Tariff of the interstate gas pipeline delivering said gas to Company.

Title and Warranty:

SCO Supplier warrants that it will, at the time and place of delivery, have good right and title to all volumes of gas delivered on its behalf, free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify and hold Company harmless for all suits, actions, debts, accounts, damages, costs, losses, or expenses (including reasonable attorneys' fees) arising from or out of the adverse claims of any or all persons relating to or arising from said gas.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The
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Issued _____

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SCO SUPPLIER TERMS AND CONDITIONS

MONTHLY VOLUME RECONCILIATION

1. SCO and Choice Suppliers' deliveries will be reconciled to their requirements on a monthly basis.
2. For each month during the SCO Period, Company will compare each SCO Supplier's Deliveries to its Pool Requirements and Allocated Requirements to determine the Supplier's monthly Reconciliation Volumes.
 - a. SCO Supplier's Deliveries will be the sum of SCO Supplier's confirmed deliveries to the city gate and its no-notice storage activity, and its allocated share of peaking supplies.
 - b. SCO Supplier's Pool Requirements will be determined by adjusting SCO Supplier's Pool's actual billed usage for annual Standard Btu Value and the Unaccounted for Gas Percentage identified in Company's Tariff.
 - c. SCO Supplier's Allocated Requirements will include SCO Supplier's portion of Large Transportation Service Pool Operators' Imbalance volumes, Company's Line Pack changes, and Company's Operational Balancing Agreement ("OBA") volume changes.
3. The reconciliation Cashout price for each month will be the IFERC Gas Market Report First-of-the-month price for Columbia Gas Transmission Corp, Appalachia plus applicable variable costs including fuel retention and pipeline variable charges.
4. The sum of the monthly reconciliation Cashout amounts, plus any applicable taxes, will be the monthly Cashout credit or charge. The monthly Cashout credit or charge will be recovered or passed back in the Exit Transition Cost ("ETC") Rider.
5. Such reconciliations will be performed in the second month following the end of the last month of flow.
6. Company may elect to adjust the SCO Supplier's reconciliation imbalance and/or receivables for up to twelve (12) months after the original billing date for any SCO Customers' bills at issue, for accounting or billing errors, billing disputes, or any other necessary or appropriate adjustments.
7. The SCO Supplier's Monthly Volume Reconciliation Cashout charges and credits will remain subject to revision based on any corrections to underlying data and any issues identified in the annual ETC Audits.

SCO SUPPLIER DEFAULT OR TERMINATION

If SCO Supplier ceases participation in the SCO Program, Company shall have the right to recall all pipeline capacity then assigned to SCO Supplier by Company associated with that SCO Supplier's specific Load Tranche(s) in accordance with the terms of the release agreement. Payment of any amounts payable to SCO Supplier by Company will be held by Company until all volumes are reconciled and any charges owed to Company are paid in full.

WAIVER OF CHARGES

In its reasonable discretion, on a case-by-case basis, Company may waive all or part of any Charge assessable to SCO Supplier pursuant to Rate Schedule 396 and these Terms and Conditions, when such Charges result from situations which occur beyond the reasonable control of SCO Supplier. The waiver of such otherwise assessable Charge shall be exercised on a non-discriminatory basis. Requests for waivers must be submitted in writing to Company and be signed by an authorized representative of SCO Supplier. Company will retain records of waiver requests received and their dispositions. Non-Compliance Charges may be waived or amended on a case-by-case basis.

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SCO SUPPLIER TERMS AND CONDITIONS

FORCE MAJEURE

If either SCO Supplier or Company is unable to fulfill its obligations under the SCO Supplier Agreement, Rate 396, or these Terms and Conditions due to an event or circumstance which is beyond the control of such party and which prevents such performance, such party shall be excused from and will not be liable for damages related to non-performance during the continuation of such impossibility of performance. None of the following shall be considered a force majeure condition: 1) changes in market conditions that affect the acquisition or transportation of natural gas, 2) failure of SCO Supplier to deliver or Pool Customers to consume scheduled gas volumes, or 3) force majeure or other interruptions called by either gas producers or interstate pipelines.

The party claiming force majeure will use due diligence to remove the cause, or mitigate the impact, of the force majeure condition and resume delivery or consumption of gas previously suspended. Gas withheld from SCO Supplier or Pool Customers during a force majeure condition will be delivered upon the end of such condition as soon as practicable based on, among other things, Company's operating constraints.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

DEFINITIONS

Unless otherwise specified in the Rate Schedule, the following terms shall have the meanings defined below when used in this Tariff for Gas Service:

Abbreviations:

Btu – British thermal unit
Ccf – One hundred cubic feet
Cf – Cubic foot
Cfh – Cubic feet per hour
Dth – One Dekatherm or 1,000,000 Btus
FERC – Federal Energy Regulatory Commission
GCR – Gas Cost Recovery
Mcf – One thousand cubic feet
OAC – Ohio Administrative Code
OCC – Ohio Consumers' Counsel
ORC – Ohio Revised Code
PSIG – Pounds per square inch gauge
PUCO – Public Utilities Commission of Ohio

Alternate Fuel - The form of energy used by Customer in place of Gas Service during Curtailment Periods. Gas Service provided by Company under another Rate Schedule shall not qualify as an Alternate Fuel.

Annual Usage - Customer's actual total gas Metered Ccf usage for the most recent twelve (12) consecutive billing months, or Company's estimate of Customer's total gas Metered Ccf usage for twelve (12) consecutive billing months when actual Metered usage information is not available.

Bill - A statement of fees and charges applicable to Pool Operator or Gas Service to Customer. A Bill may be rendered by mail or by electronic means.

Billing Ccf - The product of Metered Ccf and the Energy Conversion Factor.

British Thermal Unit ("Btu") - The average amount of heat necessary to increase the temperature of one (1) pound of water by 1° Fahrenheit, in the temperature range of 32° to 212° Fahrenheit, at 14.73 pounds per square inch absolute pressure.

Cashout - The monetary settlement of over-delivery and under-delivery gas imbalances between Company and Pool Operators.

Central Clock Time ("CCT") - Central Daylight Time when daylight savings time is in effect and Central Standard Time when daylight savings time is not in effect.

Choice Eligible Customer - Customer meeting the applicability requirements of Rates 315 and 325.

Choice Supplier - A PUCO-Certified Retail Natural Gas Suppliers and Governmental Aggregator approved by Company that meets the Requirements for Choice Supplier Participation set out in Rate 385.

Filed pursuant to the Finding and Order dated _____ in Case No. _____ of The
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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

DEFINITIONS (Continued)

Choice Supplier's Designee - Person or legal entity with whom Choice Supplier has entered into agreement to provide natural gas supply sufficient to satisfy Choice Supplier's obligations under Company's Choice Program, and who shall take release of Choice Supplier's allocation of pipeline transportation and storage capacity.

Choice Supplier Pooling Agreement - An agreement between Company and Choice Supplier that defines the mutual responsibilities and obligations of those parties relative to services provided under Rate 385—Choice Supplier Pooling Service.

Columbia - Columbia Gas Transmission, LLC or its successor in interest.

Columbia Appalachia Index - First of the Month "Columbia Gas Transmission Corp, Appalachia" as reported by Inside FERC Gas Market Report in the table "Prices of Spot Gas Deliveries to Pipelines".

Commercial Customer - Any Customer primarily engaged in wholesale or retail trade and services (including central heating and air conditioning facilities of apartment complexes), any local, state and federal government agency, and any Customer not covered by another classification. When Gas Service is supplied through one (1) meter to an apartment house or multiple dwelling, the service shall be classified as Commercial, in which case the applicable Non-Residential Rate Schedule shall apply.

Commission - The Public Utilities Commission of Ohio, or PUCO.

Commission's Regulations - The OAC applicable to services provided to customers of natural gas companies regulated by the Commission.

Company - Vectren Energy Delivery of Ohio, Inc.

Company's General Terms and Conditions - General Terms and Conditions Applicable to Gas Service, as amended from time to time, and as approved by the Commission as part of this Tariff for Gas Service.

Comparable Firm Capacity Requirement - The requirement that SCO and Choice Suppliers secure firm interstate pipeline capacity with a primary delivery point of Company's city gates, along with firm supplies to meet 100% of SCO and Choice Supplier's Pool's Peak Design Day Demand for the applicable month, less a percentage, if any, during the Peak Season reflecting the Pool's entitlement to Company's peaking supplies.

Curtailment - The limitation of the Gas Service available to Customer pursuant to Company's Curtailment Procedures.

Curtailment Period - The period of time, as specified by Company, during which Gas Service is subject to Curtailment.

Curtailment Procedures - Company's written plan for curtailing Gas Service to Customers, as filed with the Commission.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

DEFINITIONS (Continued)

Customer - Any individual, partnership, association, firm, public or private corporation or any other entity who agrees to receive Gas Service from Company.

Customer-Delivered Gas - Gas delivered to Company's distribution system by or on behalf of Customer.

Customer Fuel Line - Gas piping installed, owned and maintained by Customer from outlet of meter setting to the shut-off valve upstream of each Customer-owned appliance or other gas-fueled device.

Cycle Month - The period of time between the scheduled meter reading dates for Customer. These reading dates are approximately 30 days apart, but will likely not occur on the first day of a calendar month. For purposes of these Terms and Conditions, a Customer's Cycle Month shall be deemed coincident with the calendar month in which the Cycle Month concludes.

Default Sales Service ("DSS") - Sales Service provided to Residential and General Service Customers that do not qualify for SCO Service.

Delivered Supplies - The sum of the daily DDQs plus peaking supplies allocated by Company to such Pool, plus or minus supplies associated with Pool-to-Pool transfers, and plus or minus supplies associated with OFO helpful imbalances that were not reflected as adjustments to future DDQs. This Dth quantity will be converted to Ccf volumes using the interstate pipeline system average Btu factor for the applicable period.

Delivery Point - The interconnection between Company's facilities and Customer's facilities.

Directed Delivery Quantity ("DDQ") - The daily quantity of gas in Dth that SCO and Choice Suppliers must deliver to Company's city gates, as specified by Company, shall be the sum of:

1. The Expected Demand of the SCO or Choice Suppliers' for that gas day, plus
2. System Unaccounted for Gas Percentage volumes, plus
3. Any necessary adjustments for interstate pipeline and/or Company operating constraints, and/or prior imbalances associated with periodic volume reconciliations.

Electronic Data Interchange ("EDI") - The electronic interchange of data using a standardized electronic format, as may be selected, implemented, and updated from time to time by Company.

Energy Conversion Factor ("ECF") - An adjustment to Customer's Metered Ccf based on the Btu content of gas on Company's system at the time of billing.

Expected Demand - A Choice Supplier's or SCO Supplier's forecasted usage for a particular gas day, as determined by Company.

Financial Assurance - Credit support or collateral in a form acceptable to Company in its sole discretion.

Gas Service - The provision by Company under a specific Rate Schedule of natural gas or a mixture of natural gas and other compatible gases at the Delivery Point, irrespective of whether any such gas is actually consumed.

Gas Supplier - A marketer, supplier, broker, or Pool Operator approved by Company under the requirements for supplier participation set out in Rate 380, Rate 385 or Rate 396.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

DEFINITIONS (Continued)

Gas Tracking System ("GTS") - Company's electronic bulletin board communications software that facilitates nominations, city gate delivery confirmations and other administrative functions associated with Pool Operator, SCO Supplier and Choice Supplier including the billing of imbalances.

Governmental Aggregation - A Competitive Retail Natural Gas Service program offered by Governmental Aggregator for the purpose of the provision of gas or natural gas to end-use Customers.

Governmental Aggregator - As set forth in division (K)(1) of Section 4929.01 of the ORC. "Governmental Aggregator" specifically excludes a municipal corporation acting exclusively under Section 4 of Article XVIII, Ohio constitution, as an aggregator for the provision of competitive retail natural gas service, and that meets the Requirements for Choice Supplier Participation set out in Rate 385.

Group 1 - Company's designation for a Customer meter with a rated capacity of 450 Cfh or less, and annual consumption less than 3,000 Ccf (Customers having a meter with a rated capacity of 450 Cfh or less and annual consumption greater than or equal to 3,000 Ccf are designated as Group 2).

Group 2 - Company's designation for 1) a Customer meter with a rated capacity of greater than 450 Cfh and less than or equal to 1,100 Cfh, and 2) Customers having a meter with a rated capacity of 450 Cfh or less and annual consumption greater than or equal to 3,000 Ccf.

Group 3 - Company's designation for a Customer meter with a rated capacity of greater than 1,100 Cfh.

Heating Degree Day - A standard measure of the coldness of the temperatures experienced, based on the extent to which the daily mean temperature falls below a reference temperature of 65 degrees Fahrenheit.

International Fuel Gas Code - A code, as may be adopted or updated from time to time by the State of Ohio, that specifies the design and installation of fuel gas distribution piping and systems, appliances, appliance venting systems, combustion air provisions, gaseous hydrogen systems, motor vehicle gaseous-fuel-dispensing stations, or other such materials and uses. The definition of fuel gas includes natural, liquefied petroleum and manufactured gases and mixtures of these gases.

Industrial Customer - A Customer primarily engaged in a process that creates or changes raw or unfinished materials into another form or product.

Large Transportation Customer - A Customer receiving service under Rate 345 or Rate 360.

Load Tranche (or Tranche) - A share of total Standard Choice Offer Service and Default Sales Service volumes supplied by SCO Supplier.

Maximum Daily Requirement - The maximum daily volume of gas that may be delivered on Rate 345 and Rate 360 Customer's behalf and transported on Company's gas system.

Mercantile Customer - As defined in division (L) of Section 4929.01 of the ORC. In summary, it means a Customer that: 1) consumes, other than for Residential use, more than 5,000 Ccf of natural gas per year at a single location or as part of an undertaking having more than 3 locations within or outside the state, and 2) has not filed a declaration with the Commission.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

DEFINITIONS (Continued)

Mercantile Pool - A Pool that contains any Customers meeting the definition of a Mercantile Customer.

Metered Ccf - The quantity of gas used by Customer as indicated on Customer's meter or as estimated in accordance with Company's General Terms and Conditions.

Miscellaneous Charges - Charges common to all Rate Schedules, relating to, among others, late payments, reconnection of service, returned payments, and unauthorized or fraudulent gas usage.

Non-Mercantile Pool - A Pool that is comprised entirely of Non-Mercantile Customers.

Non-Residential Customer - Any Customer that is not a Residential Customer.

Operational Balancing Agreement ("OBA") - Agreements between pipelines and Company at points, whereby the parties agree to specified procedures for balancing discrepancies between the aggregated gas nominated by the shippers and confirmed by the parties and the actual quantities delivered.

Operational Flow Order ("OFO") - An order issued by Company via its GTS, fax machine, email or telephone to Pool Operator for purposes of reducing imbalance tolerance levels during critical situations, limiting storage injections or storage withdrawals, or directing more or less deliveries to specific pipelines and/or city-gates to protect the integrity of Company's system and/or to mitigate interstate pipeline restrictions and/or changes.

Operational System - Any portion of Company's distribution system for which deliveries and gas demands must be balanced separately from other portions of the distribution system, due to operational and/or contractual limitations.

Over-delivery Imbalance Volume - The volume by which a Pool's Delivered Supplies exceeds the Pool's Usage for the same period of time.

Peak Design Day Demand - The then-effective forecasted peak design day usages of a Choice or SCO Pool as calculated and communicated by Company.

Peak Season - The calendar months of December through February, inclusive, applicable to the use of Peaking Supplies.

Peaking Service - A supplemental supply service provided by Company to SCO and Choice Suppliers.

Peaking Supplies - The aggregate amount of peaking supply required to meet Company's forecasted peak design day supply needs.

Pool - One (1) or more Customers whose gas supplies are managed by a Pool Operator.

Pool Customer - A recipient of Transportation Service provided by Company who receives gas supply from a Gas Supplier as a member of a Pool.

Pool Operator - Gas Supplier that provides gas supply management for a Pool, or any Large Transportation Customer who has not joined a Pool.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

DEFINITIONS (Continued)

Pool Operator-Delivered Gas - Gas delivered to Company's distribution system by, or on behalf of, a Pool Operator.

Pool's Usage - The Pool Customers' Metered Ccf usage for the applicable period, converted to Dth by multiplying by Company's average Btu and dividing by ten (10).

Pooling Program - The services provided under Rate 380 Pooling Service (Large Transportation Customers) Rate 385, (Choice Supplier Pooling Service), Rate 396 (SCO Supplier Service).

Pre-determined Allocation ("PDA") - A contractual arrangement with Columbia which allocates the daily Company system imbalance volumes to all holders of Company's released Columbia storage capacity based on predetermined allocation percentages.

Premises - The main residence or living quarters of a Residential Customer, or the main building of a Commercial or Industrial Customer. The Premises shall include the outlying or adjacent buildings used by the same Customer, provided the use of Gas Service in the outlying or adjacent building(s) is supplemental to the service used in the main residence, main living quarters, or main building of Customer.

Rate Schedule - A Gas Service applicable to a particular classification of Customer with specific Applicability, Character of Service, Rates and Charges, and Terms and Conditions.

Residential Customer - Customer using Gas Service primarily for a single family dwelling unit, mobile home, apartment unit or condominium. When Gas Service is supplied through one (1) meter to an apartment house or multiple dwelling, the service shall be classified as Commercial, in which case the applicable non-residential service Rate Schedule shall apply.

Retail Price Adjustment - The winning bid, resulting from the SCO Auction and approved by the Commission, is specified as an adjustment to the NYMEX monthly settlement price fixed for the entire term of the SCO Phase.

Rider - A rate applied to Customer's Bill that recovers or passes back Company costs and revenues approved by the Commission.

Sales Service - Gas Service involving the delivery by Company to Customer of Company-Supplied Gas.

SCO Auction - Annual process under which qualified PUCO-Certified Retail Natural Gas Suppliers compete for the ability to supply one (1) or more Load Tranches.

SCO Customer - A Customer subscribing to a Standard Choice Offer Service Rate Schedule.

SCO Phase - The twelve (12) month period of April 1 through March 31, or as otherwise approved by the Commission.

SCO Supplier - A PUCO-Certified Retail Natural Gas Supplier that meets the Requirements for SCO Supplier Participation set out in Rate 396, is approved by Company, and is awarded Load Tranches in SCO Auction.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

DEFINITIONS (Continued)

SCO Supplier Agreement - An agreement between Company and SCO Supplier that defines the mutual responsibilities and obligations of those parties relative to services provided under Rate 396.

SCO Supplier's Designee - Person or legal entity with whom SCO Supplier has entered into agreement to provide natural gas supply sufficient to satisfy SCO Supplier's obligations under Company's SCO Program.

Service Area - Areas in which Company has Gas Service available or may offer Gas Service.

Service Line - Gas pipe installed from main through meter setting serving Customer.

Spaceheating - The use of Gas Service as fuel for the heating of some portion or all of Customer's Premises.

Standard Choice Offer ("SCO") Service - Standard market priced transportation service provided by multiple SCO Suppliers.

Summer Season - The months of April through October, inclusive.

Supplier - A marketer or aggregator that meets the Requirements and is approved by Company for participation in a service, including Rate 380 – Pooling Service (Large Transportation Customers), Rate 385 – Choice Supplier Pooling Service, and Rate 396 - SCO Supplier Service.

Supplier-Delivered Gas - Gas provided by Choice or SCO Supplier and distributed to Customer for end-use.

Supplier Pooling Agreement - An agreement between Company and Supplier that defines the mutual responsibilities and obligations of those parties relative to services provided under Rate 380 – Pooling Service (Large Transportation Customers).

Throughput - The Sum of Customers' Sales and Transportation volumes.

Transportation Service - Gas Service involving the delivery by Company to Customer of Customer-Delivered or Pool Operator-Delivered gas.

Tri-Party Capacity Release Agreement - Agreement among Company, SCO or Choice Supplier, and SCO or Choice Supplier's Designee whereby the parties agree that SCO or Choice Supplier has identified SCO or Choice Supplier's Designee to be the recipient of SCO or Choice Supplier's allocated released capacity and to be bound by the terms and conditions applicable to SCO or Choice Supplier regarding capacity release and storage and all other applicable terms and conditions and legal requirements.

Tranche (or Load Tranche) - A share of total Standard Choice Offer Service and Default Sales Service volumes to be supplied by SCO Supplier.

Unaccounted for Gas Percentage - The portion of Pool Operator's, Choice Supplier's and SCO Supplier's city gate deliveries retained by Company to compensate for gas lost, used, and unaccounted for in operations.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

DEFINITIONS (Continued)

Under-delivery Imbalance Volume - The volume by which a Pool's Delivered Supplies is less than the Pool's Usage for the same period of time.

Winter Season - The calendar months of November through March.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

Minimum Service Standards. Company shall comply with the minimum gas service standards for natural gas companies as set forth in chapter 4901:1-13 of the Ohio Administrative Code, a copy of which may be viewed on the PUCO's website at www.puco.ohio.gov, or obtained from the PUCO upon request. Where PUCO has granted a waiver to Company for any provision of the minimum gas service standards, Company shall comply with any Order granting such waiver.

1. APPLICATION AND CONTRACT FOR SERVICE

A. Application for Service

Any person desiring Gas Service must apply to Company in a format supplied by Company for that purpose. If permitted by Company a person may make an oral application for Gas Service. An oral Applicant must 1) specify the place or location where Gas Service is desired; 2) agree to comply with all the terms, rules and regulations of Company applicable to such Gas Service; and 3) agree to pay the applicable rates charged by Company for the class of Gas Service desired.

Applications for Gas Service must be accepted on behalf of Company by a duly authorized agent before Gas Service can be provided. A proper application for gas service by a non-residential customer shall further include verification that the business, corporation or nonprofit is properly registered with the Ohio Secretary of State as an entity licensed to do business in the State of Ohio and that the name in which the customer's account is to be opened is in the same name as that registered with the Ohio Secretary of State.

Upon acceptance of the application by Company, the application becomes a contract between Customer and Company. Company will not serve and may stop serving any Customer who does not complete an application for Gas Service, or who refuses to accept service or to continue service in accordance with Company's Rate Schedules and General Terms and Conditions, other applicable provisions of this Tariff or any contract between Company and Customer, or any applicable laws, rules, or regulations.

If existing Company facilities cannot supply the Gas Service requested by the Applicant, Company may defer approval of Gas Service until adequate facilities can be provided.

B. Application Required For Each Location

Any person desiring Gas Service must make a separate application for each location, residence, place of business or Premises where the person desires Gas Service. Company will not serve more than one (1) location, residence, place of business, or Premises under a single application or contract for service.

C. Service Contract Is Not Transferable

The contract between Customer and Company applicable to Gas Service is not transferable to any other person by Customer. No agent of Company has the authority to consent in writing, or otherwise, to such a transfer. Notwithstanding the above, final Bills and uncollectible accounts may be transferred to Customer's new account of the same type of Gas Service.

D. Agents Cannot Modify Contract

No agent or employee of Company has the right to amend, modify or alter the application or contract, or the rates, terms, conditions, rules or regulations as filed with the Commission.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

1. APPLICATION AND CONTRACT FOR SERVICE (Continued)

E. Service to a New Tenant or Owner

Company shall not delay or deny service to a new tenant or owner who has properly applied for Gas Service and has satisfied all requirements for Gas Service, because of non-payment of a final Bill by a former tenant or owner, unless the former tenant or owner continues to reside at the Premises.

F. Suspension of Service Agreement Because of Casualty

If a fire or other casualty renders Customer's Premises unfit to receive Gas Service, Gas Service shall be suspended until the Premises are reconstructed so that Gas Service can be safely re-established in accordance with this Tariff for Gas Service.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

2. CREDIT REQUIREMENTS OF CUSTOMER

A. Establishment of Credit

Company may require an applicant for Residential Gas Service to satisfactorily establish their financial responsibility, pursuant to 4933.17 ORC and 4901:1-17 OAC. Company may require an applicant for Non-Residential Gas Service to satisfactorily establish their financial responsibility pursuant to 4933.17 ORC.

B. Service May Be Denied Persons In Debt To Company

Company may deny Residential Gas Service for nonpayment of Residential Gas Service pursuant to Chapter 4901:1-18 OAC. Company may deny Non-Residential Gas Service for nonpayment of Non-Residential Gas Service.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

3. BILLING AND PAYMENT FOR GAS SERVICE

A. Measurement of Gas

The quantity of gas delivered to Customer shall be measured by meters or metering equipment suitable for the purpose, and shall be supplied, installed and maintained by Company. The meter readings shall be prima facie evidence of the amount of gas supplied.

Meters or metering equipment shall be considered accurate if they register within plus or minus three percent (3%) of absolute accuracy. Whenever a meter or metering equipment is found to be inaccurate, it or they shall be restored to accuracy or shall be replaced by Company with an accurate meter or metering equipment without expense to Customer.

Company will, upon request of Customer, test any meter suspected of not registering properly. If Customer desires, the meter test will be performed in Customer's presence with a certified and sealed meter prover at a location determined by Company. All tested meters found registering correctly will be resealed and the date of testing will be stamped on the meter. If the meter is tested in this manner and is found to be registering correctly, Customer shall pay the Gas Meter Testing Charge contained on Sheet No. 30, beginning with Customer's second request in a three (3) year period. Customer shall be eligible for one (1) meter test in a three (3) year period without charge. If applicable, Customer will be informed at the time he requests the meter test that the Gas Meter Testing Charge may be applied.

All rates of Company are based on gas delivered under standard, low-pressure conditions, i.e., at a pressure of four (4) ounces per square inch above an atmospheric pressure of fourteen and four-tenths (14.4) pounds per square inch, and at a temperature of sixty (60) degrees Fahrenheit.

B. Billing and Meter Reading

1. Meter Reading

The duly authorized agents of Company, upon providing satisfactory proof of identification to Customer, shall have the right and privilege to enter Customer's Premises at all reasonable times for the purpose of reading meters.

Under normal conditions, meters and metering equipment will be read regularly. Company may require that meters and metering equipment be read on any periodic basis as is necessary or desirable. Company may, on its own initiative or at Customer's request, make other arrangements with Customer to read Customer's meter or metering equipment. An actual meter reading shall be required at least once every twelve (12) months.

2. Billing Period

Under normal conditions, Bills for Gas Service will be rendered monthly. In all cases, Bills for Gas Service will be computed on a monthly basis in accordance with the applicable Rates and Charges for such Gas Service with due allowance and adjustments being made for meter readings obtained and adjusted to a monthly basis.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

3. BILLING AND PAYMENT FOR GAS SERVICE (Continued)

B. Billing and Meter Reading (Continued)

3. Failure to Receive a Bill

Nonreceipt of a Bill does not relieve Customer of responsibility for payment and Company shall not be obligated to extend the due date for such a Bill when Company records show the correct Customer mailing name and address.

4. Budget Billing Plan

Company has available to certain of its customers a "Budget Billing Plan" which minimizes billing amount fluctuations over a twelve (12) month period. Company may exercise discretion, as permitted by Rule 4901:1-18-04(C) of the OAC, to restrict the availability of such a plan to Customers who:

- (a) have no arrearages (other than amounts already incorporated in a previously agreed upon extended payment plan); and
- (b) are not in default on a previously agreed upon extended payment plan.

5. Estimated Bills

In the event Company's meter or metering equipment fails to properly register the quantity of gas supplied during any month or other period of time, or Company is unable to obtain a physical or remote meter reading, Company will estimate the quantity of gas supplied during such period, having due regard for the use which Customer made of the gas supplied to Customer during such period and any other information and data permitting a reasonable conclusion as to the quantity of gas supplied but not measured or inaccurately measured, and Customer will be billed or credited by Company accordingly. If Customer's usage has been underestimated, Company shall arrange a schedule of payments in accordance with ORC 4933.28. Company shall continue to furnish Gas Service to Customer and Customer shall continue to pay the amounts billed pending the determination of proper adjustment.

If a period of six (6) consecutive months elapses without Company obtaining a meter reading, Company will notify Customer by mail to make arrangements to obtain a physical meter reading. If an actual meter reading is not obtained for nine (9) consecutive months, Company will contact Customer to make arrangements to obtain a meter reading and inform Customer of the consequences, as described below, if an actual meter reading is not obtained for twelve (12) consecutive months. If Customer fails to make arrangements for Company to either obtain a meter reading or repair its remote meter reading equipment, Company may discontinue Gas Service with notice to Customer as provided in these General Terms and Conditions.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

3. BILLING AND PAYMENT FOR GAS SERVICE (Continued)

B. Billing and Meter Reading (Continued)

6. Choice of Rate Schedule

Copies of all Rate Schedules are available at Company's business offices and are open to public inspection during business hours, and are also available on Company's website at www.vectren.com. Where Customer meets the requirements of more than one (1) Rate Schedule, Customer shall select the Rate Schedule upon which their application or contract for service shall be based. Company, at the request of Customer, will make a reasonable effort to determine the most favorable rate for any Customer who qualifies for more than one (1) Rate Schedule. Company's policies concerning disclosure of rates shall conform to Section 4901:1-1-03, OAC.

7. Meter Readings Not To Be Combined

Where Gas Service is supplied to Customer and is delivered and metered through two (2) or more separate delivery and metering facilities, the individual meter readings will not be combined for billing purposes, except as may be otherwise provided by the terms of a Rate Schedule or other written agreement.

8. Termination of Service at Customer's Request

Unless there is a provision to the contrary in the service contract or applicable Rate Schedule, any Customer who wishes to discontinue Gas Service because he is vacating the Premises, or for any other reason, shall notify Company at least 72 hours prior to the date of the requested service termination. Customer shall be responsible for all Gas Service supplied to the Premises until Company discontinues Gas Service. At the time Gas Service is discontinued by Company, Company shall read Customer's meter if requested by Customer or if the meter has not been read in the preceding 70 days. If a meter reading is not requested or required, Company shall estimate usage or allow Customer to provide a final meter read, subject to Company's review for reasonableness. As soon as practicable thereafter, Company shall prepare and issue a final Bill for all Gas Service supplied to the Premises. If access is required to disconnect service or to obtain an actual meter reading, Company shall inform Customer of the need to provide Company personnel with access to the meter.

C. Payment

Payment of the total amount due must be received by Company or an authorized agent by the due date shown on the Bill. If any Non-Residential Customer supplied with gas neglects or refuses to pay the total amount due on or prior to the due date, Company, after five (5) days' notice, may stop the gas from entering the Premises supplied. Delinquent Residential Customers, including those who are master-metered, are subject to disconnections as explained in Chapter 4901:1-18 OAC.

Company will charge and collect, in advance, the Reconnection Charge contained on Sheet No. 30, after Gas Service has been discontinued because of nonpayment of Bill when due.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

4. DISCONNECTION-RECONNECTION OF SERVICE

A. Discontinuance of Service Because of Fraud, Loss or Damage

In the event Customer uses any fraudulent practice in obtaining or determining the amount of Gas Service for which Customer must pay, or is the beneficiary of any such fraudulent practice, or Company's meter, metering equipment, or other property used to supply Gas Service has been damaged or tampered with by Customer, Customer's agents or employees, or any person acting in concert with the foregoing persons to avoid paying for all or part of the Gas Service provided to Customer or otherwise, Company shall have the authority to disconnect the service provided in accordance with the procedures set forth herein.

Gas Service will not be restored until Customer has given satisfactory assurance that such fraudulent or damaging practice will be discontinued, and has paid to Company an amount estimated by Company to be reasonable compensation for Gas Service fraudulently obtained and not paid for, and for any damage to property of Company including any cost to repair the damage, and including the Reconnection Charge and other costs contained on Sheet No. 30.

Subject to paragraph B of this Section, the procedures applicable to Company's resolution of claims of fraudulent or damaging practices are:

1. No Investigation Fee shall be assessed against any Customer, and no Customer shall have their service disconnected as a result of any fraudulent or damaging practice except in accordance with the procedure set forth in paragraphs 2 through 6 of this section.
2. At least three (3) business days prior to assessing an Investigation Fee against any Customer, Company shall deliver to Customer's address a written notification of the fact that Company suspects Customer of having engaged in a fraudulent or damaging practice. If Customer is not at home, Company shall deliver the notice to any adult who is present at the residence. If, to Company's belief, no adult is present, Company shall firmly affix the notice to a prominent spot on the outside of the residence.
3. The written notification referred to in paragraph 2 of this section shall contain, at a minimum, the following information:
 - a. That a fraudulent or damaging practice is suspected of Customer;
 - b. The basis for Company's suspicion;
 - c. The fact that Customer has the right to contest Company's allegations in accordance with the procedures set forth in paragraph 4;
 - d. The fact that, should disconnection of service occur, Customer's Gas Service will not be reconnected until Customer:
 - 1) Pays or makes arrangements which are satisfactory to Company to pay:
 - a) An amount reasonably estimated by Company to be reasonable compensation for any gas fraudulently obtained and not paid for; and
 - b) Company's Reconnection Charge in Sheet No. 30; and

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4. DISCONNECTION-RECONNECTION OF SERVICE (Continued)

A. Discontinuance of Service Because of Fraud, Loss or Damage (Continued)

- c) The actual cost of repair or replacement of Company's damaged equipment, if any; and
 - 2) Makes arrangements to pay the applicable Investigation Fee(s) as provided for in Sheet No. 30.
 - e. One (1) of the following statements, as appropriate:
 - 1) "If you do not avail yourself of the opportunity to meet with Company or contest the allegations in the next three (3) business days, or if you are unable to provide a satisfactory explanation for the circumstances discovered by Company, your service may be disconnected"; or
 - 2) "Your service has been disconnected because continuation of service would create a risk of injury to persons or damage to property"; or
 - 3) "Your service has been disconnected because, following an earlier disconnection, it was reconnected by someone acting without Company's authority"; or
 - 4) "Your service has been disconnected because your service has been tampered with or otherwise physically altered to prohibit the correct metering of service."
- 4. If the conditions referenced in paragraph A.3.e (2), (3), or (4) above exist, Company may disconnect Customer at any time after notice is provided under paragraph A.2. of this Section. Otherwise, on the third business day after the day notice is provided under paragraph 2 of this section, Company shall have the right to disconnect Customer unless Customer contacts Company and requests a meeting with a representative of Company in accordance with the procedures in subparagraph a.
 - a. At the meeting between Company representative and Customer, Customer shall have the opportunity to demonstrate why the allegation of fraudulent or damaging practice is unfounded, including, but not limited to:
 - 1) The opportunity to make a written statement;
 - 2) The opportunity to present documents;
 - 3) The opportunity to be accompanied by persons with knowledge of relevant facts; and
 - 4) The opportunity to be given a full explanation of the evidence which led Company to suspect Customer of fraudulent or damaging behavior.
 - 5) At the meeting between Customer and Company representative Customer will be informed he may contact the Commission, and will be given the address and toll-free number of the Commission's Investigation and Audit Division as supplied by Company.
 - b. If at the end of the meeting between Company representative and Customer, or sometime subsequent thereto, Company concludes that Customer has committed fraud or theft, Company may terminate Gas Service to Customer. Company may not take such action prior to the expiration of two (2) full business days after notifying Customer of Company's conclusion and intended action.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

4. **DISCONNECTION-RECONNECTION OF SERVICE (Continued)**

A. Discontinuance of Service Because of Fraud, Loss or Damage (Continued)

5. No Customer shall have service disconnected due to any fraudulent or damaging practice prior to having the opportunity to contest Company's suspicions as described in paragraph 4 of this section, except in the following circumstances:

- a. Where Company determines that continuation of service would create a risk of injury to persons or damage to property.
- b. Where Customer has not contacted a Company representative by the conclusion of the second business day after the day notice was provided under paragraph A.2. of this section.
- c. Where service which had been previously disconnected has been reconnected by someone not authorized by Company.
- d. Where the service has been tampered with or physically altered to prohibit correct metering of service.

6. Company shall also levy an Investigation Fee against a Customer responsible for any fraudulent or damaging practice according to the schedule contained on Sheet No. 30.

The Investigation Fee will only be levied in those circumstances where Company has reasonable proof of Customer's fraudulent or damaging practice. Reasonable proof includes an admission by Customer; documentation, recordings, or physical evidence demonstrating the fraudulent or damaging practice; or personal observation by Company personnel. The Ordinary Investigation Fee will be assessed to Customer if the investigation requires four (4) hours or less. The Extensive Investigation Fee will be assessed to Customer for investigations requiring more than four (4) hours.

B. Discontinuance of Service Due to Danger

The authorized agents of Company shall have free access, at reasonable times, to the Premises in which gas is used to determine if the gas is being carried, distributed and consumed in a safe manner and in accordance with applicable laws, rules, and regulations, Company's General Terms and Conditions, and other applicable provisions of this Tariff.

Company's authorized agent will, upon request, show Company identification and state the reasons for requiring access.

Company reserves the right to discontinue Gas Service without advance notice to any Customer where a dangerous condition is discovered to exist on Customer's Premises or where such discontinuance of Gas Service is otherwise reasonably necessary to protect life, property, and/or Customer's Premises. Gas Service will not be restored until the dangerous condition or conditions have been corrected.

C. Right to Shut Off Gas

Company reserves the right to discontinue Gas Service to Customer and disconnect its lines and/or remove its property for any of the following reasons:

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4. DISCONNECTION-RECONNECTION OF SERVICE (Continued)

1. To make necessary or desirable repairs, alterations or extensions; provided Company will provide prior notice if the work is expected to exceed six (6) hours.
2. For Residential Customer delinquency as defined in paragraph 4.E. of this Section or, for Non-Residential Customers, for non-payment of Bills when due, provided Company provides prior written notice to Customer.
3. For any violation of or refusal to comply with the contract, Company's General Terms and Conditions, or other terms and conditions under this Tariff that may apply at any time to Customer's Gas Service.
4. During Curtailment Periods.
5. When such Gas Service is in conflict or incompatible with any order, rule, or regulation of the Commission or other state or federal agency; ordinances or resolutions of any municipality; or the laws of the State of Ohio, any political subdivision thereof, or of the federal government.
6. When Customer has moved from the Premises.
7. In the event Customer uses gas in a manner detrimental to the Gas Service to Customer or other Customers.
8. For refusal of access to Premises.
9. For theft or fraudulent use of gas.
10. For good cause shown.

The reasons set forth above shall be in addition to the specific reasons contained elsewhere in Company's General Terms and Conditions.

D. Disconnection-Reconnection of Service at Customer's Request

When a Customer has previously requested that Gas Service be disconnected and desires to be reconnected at the same address, Company will charge and Customer will pay the Reconnection Charge contained on Sheet No. 30. Company shall inform Customer at the time of the request that the Reconnection Charge will be applicable. The After Hours Charge contained on Sheet No. 30 will be assessed to Customer if such reconnection is performed after Company's normal business hours at Customer's request. Company will inform Customer at the time of the request if the After Hours Charge will apply. The After Hours Charge will not be applicable to Residential Customers who pay and notify Company before 12:30 p.m. to reconnect service previously disconnected for non-payment.

E. Rules, Regulations, and Practices Governing the Disconnection of Gas Service to Residential Customers

All disconnection and reconnection of service, payment plans, and security deposits involving Residential Customers shall be governed by the rules, regulations, and practices as set forth in Chapters 4901:1-13, 4901:1-17 and 4901:1-18 of the OAC, except for as provided in Sheet No. 11 page 2 of 2 and Sheet No. 13, page 2 of 3, as each is from time to time amended and which are incorporated by reference into Company's General Terms and Conditions.

Company shall make available for public inspection Chapters 4901:1-13, 4901:1-17 and 4901:1-18 of the OAC, as the same may change from time to time, in each of Company's offices where it is required to have copies of its Tariff for Gas Service available to the public in addition to Company's website at www.vectren.com.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

4. **DISCONNECTION-RECONNECTION OF SERVICE (Continued)**

F. **Rules, Regulations, and Practices Governing the Disconnection of Gas Service to Small Commercial Customers**

All disconnection and reconnection of service, payment plans, and security deposits involving Small Commercial Customers shall be governed by the rules, regulations, and practices as set forth in Chapters 4901:1-13, 4901:1-17 and 4901:1-18 of the OAC, except for as provided in Sheet No. 11 page 2 of 2 and Sheet No. 13, page 2 of 3, as each is from time to time amended and which are incorporated by reference into Company's General Terms and Conditions.

Company shall make available for public inspection Chapters 4901:1-13, 4901:1-17 and 4901:1-18 of the OAC, as the same may change from time to time, in each of Company's offices where it is required to have copies of its Tariff for Gas Service available to the public in addition to Company's website at www.vectren.com.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

5. METERS AND METERING EQUIPMENT-LOCATION AND INSTALLATION

A. Location

Each Customer will provide, without charge to Company, a suitable location for the meters and metering equipment to be installed by Company. Company will have the right to determine where its meters and metering equipment will be located on Customer's Premises. The meters and metering equipment must be located to allow easy access by Company's employees or agents. The meters and metering equipment will not be set nor allowed in a place where the possibility of damage is reasonably foreseeable. If the condition of the Premises requires that the meters or metering equipment be located in a confined space, then Customer must provide thorough ventilation, as approved by Company, to prevent hazards associated with potentially escaping gas. If Company requires a relocation of its meters and metering equipment to satisfy the conditions contained in this provision, or if such relocation is otherwise a result of Customer's request or action, Customer shall provide for such relocation at Customer's expense.

B. Installation

1. Company will install a meter spread, with a valve on the inlet side of meter.
2. Company will install only one (1) meter or one (1) unified set of meters and metering equipment for one (1) class of service for each Customer at one (1) Delivery Point. The meters and metering equipment furnished and installed by Company will at all times remain the property of Company.
3. All locations provided for meters and metering equipment installations will be subject to the approval of Company and will conform to any codes and regulations in effect in the area served and the standards contained in the latest revision of the International Fuel Gas Code.
4. All meter and metering equipment installations will be sealed by Company. Unless otherwise provided herein, if Customer breaks Company's seals, Company may discontinue Gas Service to Customer.
5. The type of meter and metering equipment installation will be determined by the size and character of Customer's load, its location, and the type of Gas Service to be rendered.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

6. SERVICE PIPE-LOCATION AND INSTALLATION

A. Location

Company reserves the right to designate the location of the Service Line on the Premises to be served.

B. Point of Delivery

Where a portion of the Service Line is owned by Customer, the point of delivery, or Delivery Point, of gas provided by Company shall be at Company's curb valve and box or stop cock or where the gas passes from Company pipes into Customer's Service Line. Where the Service Line is owned by Company, the point of delivery, or Delivery Point, of gas provided by Company shall be at the outlet of the meter setting.

C. Installation

1. Company will install the service facilities which, in its judgment, are adequate to supply Customer's peak load.
2. Only one (1) Service Line will be permitted for a Premises unless otherwise agreed to in writing by Company.
3. Unless otherwise provided herein, all Service Lines shall be installed by and at the expense of Company. Company shall designate the location of all Service Lines. *Customer fuel lines will conform to the codes and regulations in effect in the area served and the standards, as applicable, contained in the latest revision of the International Fuel Gas Code.*
4. Company or persons authorized by it will make the final connections to Customer's fuel line. Customer may not alter or interfere with this connection in any way.
5. Company or persons authorized by it will make the final connection to initiate Customer's Gas Service. Customer may not make any unauthorized connection which initiates Customer's Gas Service.
6. Company's policies relating to the extension of gas facilities are set forth in Section 9.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

6. SERVICE PIPE-LOCATION AND INSTALLATION (Continued)

D. Changes

1. If Company initiates changes in the location of its distribution facilities, Company will change the location of the Service Line at its expense.
2. For any reason other than that described in Paragraph (1), all expenses incident to relocating Customer's Service Line shall be paid by Customer, and Company reserves the right to install a new Service Line. Company will relocate/install the Service Line and assume ownership of the Service Line thereafter. Regardless of cost to Company, Customer shall pay only the cost of relocating the portion of the Service Line requiring relocation.
3. Where one (1) or more Customers request Company to change or relocate its facilities, either temporarily or permanently, Company will change or relocate all gas facilities agreed upon by Company and Customer(s) and perform such other work as may be required to effect such change or relocation, subject to the following conditions and provided such change or relocation is feasible. Company will provide Customer(s) with the estimated cost of the work to be done by Company pursuant to this paragraph. The total cost of all changes and relocations will be paid by such Customer(s) requesting the changes and relocations prior to the commencement of work by Company. The charge will be based on the total cost of removing existing facilities plus installing facilities at the new location. Terms described in Paragraph (2) also apply.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

7. EQUIPMENT ON CUSTOMER'S PREMISES

A. Customer and Company Responsibilities

1. Customer shall provide, install, repair and replace all gas piping downstream of meter setting, and all appliances and devices necessary to receive the service from and after the Delivery Point. Customer shall also provide, install, repair and replace all appliances and devices necessary to use the service provided. Customer-owned piping (Service Lines (where applicable) and fuel lines) will conform to the codes and regulations in effect in the area served and the standards, as applicable, contained in the latest revision of the International Fuel Gas Code . COMPANY IS NOT RESPONSIBLE FOR ANY INJURIES TO PERSONS OR PROPERTY ARISING FROM, CAUSED BY, OR INCIDENT TO THE FAILURE ON THE PART OF CUSTOMER TO PROPERLY INSTALL, REPAIR OR REPLACE (1) PIPING, (2) APPLIANCES OR (3) DEVICES AFTER THE DELIVERY POINT, OR FOR ANY DEFECTS THEREIN.
2. Nothing contained in Company's Tariff for Gas Service shall relieve Company of its duties and obligations under the Natural Gas Pipeline Safety Act of 1968 (as amended), 49 U.S.C. 1671 et seq., 49 C.F.R. part 192 and all applicable federal regulations, and Chapter 4901:1-16 of the OAC.
3. Where Customer is supplied with gas from Company's mains at other than low pressure or from high-pressure transmission mains of Company's suppliers, and the Service Line is owned by Customer, Company will supply a suitable regulator or regulators to provide a single pressure at each service location. Customer shall install such regulator or regulators at Customer's expense in a manner and at a location on Customer's Premises satisfactory to and specified by Company. After this installation by Customer, Company will own and maintain the regulator or regulators.

When Company installs a new Service Line, and when Company replaces and assumes ownership of the Service Line, Company shall install appropriate regulator or regulators at Company's expense.

4. When it is necessary to install a pressure relief device, and the Service Line is owned by Customer, such device will be supplied by Company for installation by Customer in a manner and at a location on Customer's Premises satisfactory to or specified by Company. After this installation, by Customer, Company will own and maintain the relief device.

When Company installs a new Service Line, and when Company replaces and assumes ownership of the Service Line, Company will install appropriate pressure relief devices where necessary at Company's expense.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

7. EQUIPMENT ON CUSTOMER'S PREMISES (Continued)

A. Customer and Company Responsibilities (Continued)

5. When it is necessary to vent a regulator, and the Service Line is owned by Customer, such venting material shall be installed and maintained by Customer in a manner satisfactory to Company.

When Company installs a new Service Line, and when Company replaces and assumes ownership of the Service Line, Company will install and maintain such venting material at its expense.

6. For all new and replaced Service Lines, Company shall install, be responsible for, and be the owner of the Service Line and all appurtenant equipment, including regulator(s), pressure relief devices, and venting material.

B. Access to Premises

The duly authorized agents of Company shall have the right and privilege to enter Customer's Premises at all reasonable times for the purpose of reading meters, installing, testing, inspecting, repairing, disconnecting and removing any or all of Customer's or Company's equipment used in connection with the provision of Gas Service. Upon request, Company's employee or authorized agent shall identify himself/herself, provide Company photo identification, and state the reason for the visit.

C. Company Not Responsible for Customer's Appliances

CUSTOMER SHALL BE SOLELY RESPONSIBLE DOWNSTREAM OF THE METER FOR THE ADEQUACY, SAFETY, OPERATION OR OTHER CHARACTERISTIC OF ANY EQUIPMENT, PIPES, APPLIANCES OR DEVICES OWNED, LEASED, USED OR MAINTAINED BY CUSTOMER. ANY INSPECTIONS BY COMPANY DOWNSTREAM OF THE METER, WHICH COMPANY MAY MAKE UPON ITS OWN INITIATIVE SOLELY FOR ITS OWN BENEFIT AND INFORMATION, RENDERING OF EMERGENCY OR ADVISORY SERVICE BY COMPANY UPON REQUEST BY CUSTOMER, OR ACCESS OBTAINED BY COMPANY TO CUSTOMER'S PREMISES FOR THE PURPOSE OF READING METERS, DOES NOT CREATE OR GIVE RISE TO ANY WARRANTY, EXPRESSED OR IMPLIED BY COMPANY TO CUSTOMER, OR CREATE ANY RESPONSIBILITY ON THE PART OF COMPANY FOR THE ADEQUACY, SAFETY, OPERATION OR OTHER CHARACTERISTICS OF ANY EQUIPMENT, PIPES, APPLIANCES OR DEVICES OWNED, LEASED, USED OR MAINTAINED BY CUSTOMER. COMPANY SHALL COMPLY WITH RULE 4901:1-13-05 OF THE OAC WITH RESPECT TO TESTING GAS PIPING DOWNSTREAM OF THE METER PRIOR TO INITIAL OPERATION OR RE-ESTABLISHMENT OF RESIDENTIAL OR NON-RESIDENTIAL GAS SERVICE.

GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

7. EQUIPMENT ON CUSTOMER'S PREMISES (Continued)

D. Piping, Appliances and Devices Shall Conform to Codes

1. Customer's piping, appliances and devices connected directly or indirectly to Company's service facilities shall be installed and maintained in accordance with and conform to the provisions and requirements of applicable Federal, State, County and Municipal Codes and shall comply with Company's General Terms and Conditions and the standards contained in the International Fuel Gas Code, in effect at the time of installation. Customer shall provide satisfactory evidence to Company of compliance with the provisions described above, and Company shall refuse to serve any new installation not meeting these requirements.
2. It shall be the obligation of Customer to notify Company and the proper governmental agency charged with the administration of the applicable building code, or, in the absence of a building code, notify Company of any changes, alterations, or additions of any kind affecting gas piping and service pipes, including changes due to accident. In such cases, Gas Service may be suspended or refused until a proper test and approval has been obtained.

E. Accommodation and Protection of Company Equipment

1. When Company facilities are installed on Customer's Premises, Customer shall furnish, without cost to Company and in accordance with Company's specifications, such enclosures as may be necessary to permit such installation.
2. Customer shall furnish, without cost to Company, all necessary rights of way and easements for the location of Company facilities on Customer's Premises. Company may use such facilities to furnish Gas Service to Customers located adjacent to and beyond Customer's Premises and may construct extensions from the facilities installed on Customer's Premises.
3. All equipment furnished by Company on Customer's Premises, unless otherwise provided, shall remain Company's property and shall be properly protected by Customer.
4. In no case shall Customer or Customer's agent or employee connect or disconnect any meter or regulator, turn on or shut off gas to any Premises or in any way alter or interfere with Company's meters, regulators or other property. However, in the event a dangerous condition is discovered to exist on Customer's Premises, Customer may shut off the gas provided he immediately notifies Company.

F. Payment for Changes in Company Facilities

If Company makes changes in its facilities to permit work to be done by contractors or others, or for the convenience of Customer, the cost incident to the changes shall be paid by the party requesting the changes.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

8. USE AND CHARACTER OF SERVICE

A. Characteristics and Calorific Value of Gas

1. The gas distributed by Company may include a mixture of natural gas and other available hydrocarbon gases, such as liquefied petroleum gas-air mixture.
2. The calorific value of the gas or gases supplied by Company to Customers shall not be less than nine hundred (900) Btu per cubic foot.

B. Charges and Payment for Temporary Service

Anyone desiring temporary service shall pay the entire cost to install the facilities necessary to furnish such temporary service and also the entire cost of disconnecting and removing such service. However, there will be no charge for providing temporary facilities (exclusive of Service Lines) to supply Gas Service to buildings during their construction when such service can be supplied from distribution facilities in place which will serve the buildings after completion of construction. Gas used for temporary service shall be billed in accordance with the applicable Rate Schedule.

C. Increase or Decrease in Requirements

Customer shall not install gas equipment of any kind or otherwise increase the demand for Gas Service except upon prior written consent from Company.

Customer shall promptly notify Company of any material decrease in service requirements or any material change in Customer's gas piping facilities.

Customer will change its gas piping facilities at Customer's expense as necessary to accommodate Company equipment necessary to serve any such increase or decrease in service requirements.

D. Use of Gas by Customer

1. Customer shall, in conformance with the standards contained in the latest revision of the International Fuel Gas Code, install only appliances or devices which are suitable for operation with the character of the service available or supplied by Company, and which shall not be detrimental to Company. Company shall be the sole judge as to the suitability of apparatus or appliances and also as to whether the operation of such apparatus or appliances will be detrimental to its provision of Gas Service in general.
2. Company reserves the right at all reasonable times to inspect and test all gas appliances and other devices owned by Customer which are, or may be, connected to Company's facilities. COMPANY DOES NOT GIVE ANY WARRANTY, EXPRESSED OR IMPLIED, OR ASSUME ANY RESPONSIBILITY AS TO ADEQUACY, SAFETY, OPERATION OR OTHER CHARACTERISTICS OF ANY MOTOR, APPARATUS, OR OTHER DEVICE SO TESTED. CUSTOMER AGREES NOT TO RELY ON THE RESULTS OF THIS TEST AND INSPECTION FOR ANY PURPOSE.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

8. **USE AND CHARACTER OF SERVICE (Continued)**

Company's authorized agent will, upon request, show Company identification and state the reasons for requiring access.

3. Company reserves the right to require Customer to install at Customer's expense such facilities as may be necessary to prevent undue interference with Company's Gas Service to other Customers.
4. In case of violation of the above rules, Gas Service may be discontinued by Company until such time as Customer's use of Gas Service furnished hereunder conforms to Company's General Terms and Conditions, at which time applicable Reconnect Charges will be assessed. The temporary suspension of Gas Service by Company under this paragraph is not a cancellation of the contract.

E. Continuity of Service

1. Company will endeavor to supply gas continuously and without interruption, and under all reasonable and normal conditions of operation, to maintain a sufficient supply or an adequate and reasonable pressure for the gas supplied. Company shall not be liable to Customer or anyone else for any damage, loss or injury or otherwise resulting from any failure to provide Gas Service, or for any interruption of the supply or for variations in the pressure of the gas, when such failure, interruption or variation is due to any of the following causes: accidents and contingencies, pipeline or equipment failure, breakdowns, strikes, fires, floods, riots, cyclones, vandalism, explosion, acts of God or nature, acts or orders of the Commission, acts or orders of any civil, judicial or military authorities, or any cause beyond the control of Company.
2. Company cannot and does not guarantee either a sufficient supply of gas or an adequate pressure for the gas supplied and shall not be liable for any damage or loss resulting from any variations in pressure or from a shortage of gas or from a total interruption of the gas supply.
3. Company shall not be liable for any damage or loss which Customer may sustain due to any interruptions of supply or variations in pressure resulting from the use or characteristics of gas equipment and/or appliances of Customer or other Customers supplied by Company.

F. Resale of Gas Prohibited

Gas supplied by Company is for the exclusive use of Customer on the Premises to which such gas is delivered by Company. In no case may service be shared with another, sold to another, or transported off the Premises.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

9. EXTENSIONS OF GAS DISTRIBUTION MAINS

- A. When anyone desires Gas Service and it is necessary that Company's mains be extended to make Gas Service available to the Premises under consideration, that person (hereinafter "Applicant") shall execute an agreement satisfactory to Company covering the matter of the extension and, in addition, shall apply for Gas Service as provided in Company's General Terms and Conditions. The agreement covering the extension must be signed by the owner of the Premises to be served. Moreover, if the Applicant elects the monthly payment option in the main extension agreement, as more fully described in Paragraph C.2 herein, said agreement shall require the Applicant to inform prospective and subsequent owners at the Premises of the monthly payment option terms and conditions. Applicant and Company must agree on meter location and Delivery Point of gas before any piping is laid or installed on the Premises to be served.
- B. Company shall make an extension of up to one hundred (100) feet from an existing distribution main without charge for each permanent Customer to be initially connected to the main extension ("entitlement extension footage").
- C. When an extension of Company's main to serve an Applicant amounts to more than the entitlement extension footage per Customer, Company shall offer an Applicant who is an end-use Residential Customer the option of making the required payment in the form of Financial Assurance acceptable to Company, including, but not limited to: a) a one-time deposit, or b) a monthly payment. An Applicant who is not an end-use Residential Customer shall not be eligible for the monthly payment option. In addition, as provided in Paragraph F herein, if Company determines, in its sole judgment, that the nature of an extension is such that it puts Company at undue risk of recovery hereunder, Company may require different arrangements as a condition of such main extension. The required payment(s) shall be determined as follows:
 1. The one-time deposit shall equal the estimated construction cost, net of the applicable entitlement extension footage as stated in Paragraph B herein, for each permanent Customer initially connected to the extension.
 2. Where the Applicant has elected the monthly payment option, said monthly payment shall be billed to the Applicant or subsequent Customers at the same Premises for the shorter of a period of seven (7) years or until the cost of the main extension is included in Company's rates and charges for service. The monthly payment shall equal that amount needed to compensate Company for the embedded cost of service associated with the main extension. Such cost of service shall include operation and maintenance expense including taxes, depreciation, and the return on rate base reflected in current rates on the construction cost, net of the applicable entitlement extension footage. The embedded cost of service calculations shall be consistent with *ratemaking methods approved by the Commission*. The monthly payment obligation shall remain with the Premises for the designated time period with the Applicant or Applicant's successor and shall be considered part of the utility bill subject to disconnection of service for non-payment.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

9. EXTENSIONS OF GAS DISTRIBUTION MAINS (Continued)

- D. During the seven (7) years following the date of completion of the main extension, the Applicant(s) will be reimbursed for each additional Customer directly connected to the extension. There shall be no reimbursement after the seven (7) year period following the completion of the main extension. No reimbursement applies to the further extensions or lateral extensions of the main. Such reimbursement shall be determined as follows:
1. Where the Applicant has elected the one-time deposit, Company shall refund to Customer that paid the deposit a sum equivalent to the deposit on the applicable entitlement extension footage of such gas main extension. In no case shall the total refund exceed the amount deposited with Company.
 2. Where the Applicant has elected the monthly payment option, Company shall credit such monthly payment commencing when each additional Customer connects to the extension. Such credit shall be the embedded cost of service associated with the applicable entitlement extension footage, calculated consistent with the methodology in Paragraph C.2 herein. In no case shall the monthly credit for additional Customers exceed the initial monthly payment as determined in Paragraph C.2 herein.
- E. An Applicant desiring an extension to a proposed residential real estate subdivision may be required to pay the entire cost of the extension. Each year for a period of up to but not exceeding five (5) years, which begins on the date of completion of the main extension, Company shall refund to the Applicant who paid for the extension a sum equivalent to the cost of the applicable entitlement extension footage installed for each additional Customer connected during the year, but in no case shall the total amount refunded over the five (5) year period exceed the amount paid to Company. There shall be no refunds after the end of the five (5) year period.
- F. Nothing contained herein shall be construed to prohibit Company from making extensions under different arrangements.
- G. Nothing contained herein shall be construed to prohibit Company from making, at its expense, greater extensions than herein prescribed, should its judgment so dictate.
- H. Payments made to Company in accordance with the provisions of the extension agreements shall not be subject to the payment of interest thereon while in the possession of Company.

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9. EXTENSIONS OF GAS DISTRIBUTION MAINS (Continued)

- I. The title to all extensions covered by the extension agreements shall be held by and remain with Company.
- J. Company reserves the right to make additional main extensions from the end of, or from any point on its main or distribution system.
- K. Company, in preparing estimates and plans for a main or distribution system, reserves the right to determine the size of pipe, pressure of system, and size and type of all devices and appurtenances necessary in the installation of said main or distribution system. Company reserves the right to determine the length of any main extension and which of its systems of mains will be used to provide Gas Service for prospective Customers.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

10. EXTENSION OF GAS FACILITIES TO HOUSE TRAILER PARKS

A. Definition

For the purposes of this Section, a House Trailer Park is a "House Trailer Park" as defined in Chapter 3733 of the ORC.

B. Bulk Metered Service

Gas Service will be made available to House Trailer Parks through a single meter at the applicable rate and under the provisions of Section 9 pertaining to the extension of gas distribution mains. All piping and equipment downstream of Company's Delivery Point shall be installed and maintained by and at the expense of the park owner or operator in accordance with local codes and the standards contained in the International Fuel Gas Code. Company shall not be responsible for the distribution of gas beyond the Delivery Point. Gas furnished to House Trailer Parks under Bulk Metered Service shall not be submetered or resold. In the event of any violation of this prohibition against submetering and resale, Company may remove its meters and equipment and discontinue Gas Service after three (3) days' prior written notice.

C. Individual Meter Service

Individual meters will be made available to individual trailers in House Trailer Parks. Company will install and determine the location of distribution system (mains, service lines, regulators and other equipment) required to provide service. Individual Meter Service shall be subject to all applicable provisions of Company's General Terms and Conditions.

Unless otherwise provided for in a contract between Company and park owner or operator, all piping and equipment downstream of the Delivery Point shall be furnished, installed and maintained by, and at the expense of, the park owner or operator, and shall be installed and maintained in accordance with International Fuel Gas Code.

The park owner or operator shall enter into a contract with Company and provide Company with all-necessary elements and rights of way and shall provide final grade prior to the installation of the distribution system. In no event will Company provide, at its own expense, more than one hundred (100) feet of distribution main within the trailer park for each trailer that will use Gas Service. The cost of any additional extension of distribution facilities will be paid for by said owner or operator.

D. Sectionalized Service

Subject to the approval of Company, a combination of both types of service described in Paragraphs (B) and (C) above, may be made available to House Trailer Parks.

E. Gas Main Extensions

For purposes of any gas main extension necessary to extend service to a House Trailer Park location under Paragraph B. above, the park shall be considered as one (1) Customer. Neither the number of trailers, nor the annual gas load of trailers, receiving Individual Meter Service will be considered in determining extension allowances under Section 9.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

11. OPERATIONAL FLOW ORDERS

Company may issue an Operational Flow Order ("OFO"), in its reasonable discretion, as specified in this section upon determination that an action is required in order to:

- (1) alleviate or prevent conditions which threaten the integrity or reliability of Company's Operational System
- (2) to maintain the Operational System in balance
- (3) to maintain adequate storage inventory balances
- (4) to assure deliveries of gas supplies by Choice Suppliers, SCO Suppliers, and Pool Operators to serve their respective Customers' loads
- (5) adhere to the various interstate pipeline companies' balancing requirements, as stated in their FERC approved gas tariffs
- (6) direct SCO Suppliers, Choice Suppliers, Pool Operators and to different city-gates or to institute different city gate delivery allocations due to system maintenance or system constraints, or
- (7) any other condition warranting a change to delivery requirements.

An OFO may be issued on a non-discriminatory basis to SCO Suppliers, Choice Suppliers, Pool Operators delivering gas to Company's city-gates, on a system-wide basis, Pooling Program basis, or individual basis, when necessary in Company's sole judgment.

Company will post the OFO notice via its GTS, including the following information to the extent it is available:

- (1) Start date of the OFO
- (2) End date of the OFO
- (3) Estimated duration if no end date is specified
- (4) Specific delivery requirements and or restrictions including, but not limited to, the following:
 - i. No under-deliveries during a Cold Weather OFO
 - ii. No over-deliveries during a Warm Weather OFO
 - iii. No deliveries can be accepted at a particular pipeline and/or city gate due to maintenance
 - iv. Restricted nominated storage injections or withdrawals

Company will endeavor to give 24 hours' notice of an OFO. If the risk of a potential future critical issue is identified, Company will endeavor to post an OFO Alert notice to its GTS. However, Company reserves the right to issue an OFO at any time to mitigate potential system issues with expediency without prior notice.

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GENERAL TERMS AND CONDITIONS **APPLICABLE TO GAS SERVICE**

12. AFFILIATE CODE OF CONDUCT

Company shall comply with the following Code of Conduct:

1. Company must apply Tariff Sheets in a like manner when comparing application to affiliate and non-affiliate Suppliers.
2. Company must enforce the Tariff Sheets in a like manner when comparing enforcement to affiliate and non-affiliate Suppliers.
3. Company may not give its affiliated Supplier or Customers of its affiliated Supplier preference over non-affiliated Suppliers or their Customers in the application of tariff provisions or otherwise pertaining to the Pooling Program. Any ancillary service provided by Company to Supplier (e.g., billing and envelope service) that is not tariffed will be priced uniformly for affiliated and non-affiliated Suppliers and be made available to all on a non-discriminatory basis.
4. Company must process all similar requests for Transportation Service in the same manner and within the same approximate period of time for all Suppliers irrespective of affiliate status.
5. Company shall not disclose to anyone other than a Company employee or agent any information regarding an existing or proposed Transportation Service arrangement, unless authorization is granted by Customer, Customer's agent, or Supplier.
6. If a potential Pool Customer requests information about Suppliers, Company shall provide a list of all participating Suppliers, but shall not endorse any Supplier nor indicate that any Supplier will receive preference because of an affiliate relationship.
7. Company will, to the extent practicable, separate the activities of its operating employees from its affiliate Supplier employees in all areas where their failure to maintain independent operations may have the effect of harming Customers or unfairly disadvantaging unaffiliated Suppliers.
8. Company shall not condition or tie its agreements for gas supply or for the release of interstate pipeline capacity to any agreement by a Supplier, Pool Customer or other third party in which its affiliate Supplier is involved.

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GENERAL TERMS AND CONDITIONS

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13. AFFILIATE CODE OF CONDUCT (Continued)

9. Company and its affiliate Supplier shall keep separate books of accounts and records.
10. Neither Company nor its affiliate Supplier shall communicate to any Customer, Supplier or third party the idea that any advantage might accrue in the use of Company's service as a result of dealing with its affiliate Supplier.
11. Company's complaint procedure for issues concerning compliance with this code of conduct is as follows: All complaints, whether written or verbal, shall be referred to Company's designated attorney. Company's designated attorney shall orally acknowledge the complaint within five (5) working days of receipt. The complainant party shall prepare a written statement of the complaint which shall contain the name of the complainant and a detailed factual report of the complaint, including all relevant dates, companies involved, employees involved, and specific claim. Company's designated attorney shall communicate the results of the preliminary investigation to the complainant in writing within thirty (30) days after the complaint was received including a description of any course of action which was taken. Company's designated attorney shall keep a file with all such complaint statements for a period of not less than three (3) years.
12. If Company offers its affiliate Supplier or a Pool Customer of its affiliate Supplier a discount, rebate or fee waiver for transportation, balancing, meters or meter installation, storage, or any other service, it must, upon request, prospectively offer such discounts, rebates or fee waivers to all similarly situated non-affiliated Suppliers or Pool Customers under similar terms and conditions.
13. Company's name and logo will not be used in its affiliate Supplier's promotional material designed for the solicitation of Pool Customers, unless such promotional material discloses in plain, legible or audible language, on the first page or at the first point where Company's name and logo appears, that its affiliate Supplier is not the same entity as Company. Company is also prohibited from participating in exclusive joint activities with its affiliate Supplier, including advertising, marketing, sales calls or joint proposals to any existing or potential Pool Customers.

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14. AMENDMENTS

A. General Terms and Conditions May Be Amended

Company reserves the right, with the approval of the Commission, to modify, alter or amend these General Terms and Conditions, or to promulgate such other and further General Terms and Conditions as experience and conditions may suggest, or as it deems necessary in the conduct of its business.

B. Limitation of Liability

Approval of the above tariff language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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Tariff Clarifications

System Beneficial Deliveries (Sheet 51 page 6, Sheet 52 page 10, Sheet 56 page 6)

Company may ~~require~~ request Pool Operator(s) to voluntarily 1) vary its daily delivery from the nominated delivery quantities; 2) deliver to a different pipeline and/or city-gate; and/or 3) make other changes to gas deliveries to ensure system integrity or mitigate the risk of pipeline penalties being assessed. If voluntary delivery changes are not adequate to rectify the situation, Company shall change its city-gate allocation delivery requirements applicable to all Pool Operators. ~~Failure to comply will result in Pool Operators being assessed the City-gate Allocation Non-Compliance Charge. Requirements under this provision are distinct from OFO requirements.~~

Storage Non-Compliance Charge (Sheet 21 page 2, Sheet 23 page 2)

A charge per Dth shall be assessed for any volumes less than or greater than the Company- established minimum or maximum daily storage injection and withdrawal requirements, or any volumes less than the minimum storage inventory quantity requirement. The charge shall be \$35.00 per Dth per occurrence ~~during the annual period beginning April 1 of each calendar year term of the Agreement hereunder.~~ and SCO Supplier may be considered in default, at the sole discretion of Company, after the fifth occurrence during the 12-month period beginning April 1 of each year. In the event that Columbia allows daily over-injection or over- withdrawal rights, Company shall not impose the Storage Non-Compliance Charge on any injected or withdrawn volumes that are greater than the maximum daily injection and withdrawal limits set by Company.

Capacity Release/Capacity Reassignment

(Same change to be made to Sheet 52 page 6, and Sheet 56 Page 1)

Mandatory Assignment of Pipeline Capacity:

Company will release its pipeline transportation and storage capacity to Choice Supplier based upon a percentage (to be confirmed annually) of the Peak Design Day Demand of Choice Supplier's Pool. Company may release contracts for one, or more months. Some capacity contracts up to 5,000 Dths/day may be released only to SCO Suppliers. Choice Supplier may elect to have a Choice Supplier's Designee take release of Choice Supplier's allocation of pipeline transportation and storage capacity. Choice Supplier's Designee must be a signatory party to a ~~Choice-Tri-Party Capacity Release Agreement as set forth below.~~ Choice Supplier or Choice Supplier's Designee shall take release of specific interstate pipeline firm transportation and storage capacity for a term,

agreed to by Company, subject to Company's right of capacity recall contained elsewhere in these Terms and Conditions.

(Same sentence to be deleted from Reassignment of Capacity provision on Sheet 52 Page 6, and Sheet 56 Page 2)

Reassignment of Capacity:

Transportation and storage capacity released to Choice Suppliers will follow Customers to their new Choice or SCO Suppliers upon migration to and from Choice Service with reassignment of capacity to Choice and SCO Suppliers based on their Peak Design Day Demands. ~~However, at Company's discretion, some contracts may only be released solely to SCO Suppliers.~~ Company reserves the right to adjust capacity release quantities intra- month in the event large migrations occur. Reassignment of capacity may occur for terms in excess of one (1) month.

Nomination Error Charge (Sheet 51 page 1)

Transporter shall pay a Nomination Error Charge of \$0.50 per Dth on the difference between Pool Operator's daily pipeline nomination volume submitted to Company on its GTS and the pipeline daily confirmed volume delivered to Company, for each Dth and day of difference. The charge also applies to the differences in volumes arising from failures to nominate including ~~off-system Columbia storage withdrawals, and~~ nominations indicating incorrect information, such as an incorrect pipeline, city gate or contract number. The charge will not be assessed if differences are due to the reduction of pipeline deliveries by pipeline, or volumes allocated to Pool Operator(s) by an interstate pipeline when no balancing agreement is in place between pipeline and Company. Pool Operator is responsible for identifying and correcting all nomination errors, or changes to pipeline nominations.

Billing Codes (Sheet 52 page 3)

POOL CUSTOMER BILLING OPTIONS

Choice Supplier may elect one (1) of the following two (2) billing options for its Pool Customers. Such election shall be applicable to all of Choice Supplier's Pools and Customers. Choice Supplier may change its billing option by providing no less than ~~three-six (36)~~ months prior written notice to Company, and cannot change it more frequently than once in any ~~thirty-six (36) month period~~ six (6) month period.

Imbalance Trading (Sheet 51 page 6)**Imbalance Trading Trading of Delivered Gas**

Pool Operator may trade daily and monthly delivered quantities with other Large Transportation Service Pool Operators in the same operating system, including those on OFO days. Trading of delivered gas is subject to the following provisions:

- (1) The schedule for the trading of delivered gas shall be as follows:
 - a. Company shall issue an initial imbalance statement of daily and monthly imbalances (i.e. prior to trading of delivered gas) to Pool Operator within ten (10) business days following the end of the month.
 - b. Pool Operator shall complete and submit its daily and monthly trades to Company within two (2) business days following the issuance of the initial imbalance statement.
 - c. Company shall issue a final imbalance statement of daily and/or monthly imbalances to Transporter within three (3) business days following the close of trading.
- (2) The quantity eligible for trading is 100% of the Pool's confirmed deliveries minus the applicable Unaccounted for Gas Percentage.
- ~~(2)~~(3) Pool Operator shall not trade gas volumes beyond the applicable daily and/or monthly imbalance tolerance.
- ~~(3)~~(4) Company will bill the selling party to a trade a \$10.00 Trading of Delivered Gas Charge for each transaction. For purposes of this charge, a transaction is each transfer of delivered gas imbalance for a specific gas day or month pursuant to an arrangement by, or between, Pool Operator(s) to purchase, sell, or trade gas delivered volumes.
- ~~(4)~~(5) Any dollar payments, receipts, or exchanges of other consideration agreed upon between the parties to a delivered gas trading transaction are outside the scope of this Tariff and must be completed between the parties themselves.

Option 2 – Dual Billing: (Sheet 52 page 4)

Pool Customer shall receive two (2) bills as follows:

1. Company shall bill and collect for its portion of the Bill that includes charges for Transportation Service and all applicable Riders. Company's Bill shall include Choice Supplier's name and a statement that Choice Supplier is responsible for billing Choice Supplier's charges. In the event that Customer remits to Company less than the amount included on Company's Bill, Customer shall be subject to the same late payment charges and disconnect rules that would be

applicable if Customer were receiving SCO Service.

2. Choice Supplier shall be responsible for billing and collecting its part of the bill including any arrearages due from Choice Supplier's own prior billings. To facilitate Choice Supplier's portion of the billing each month, Company will provide Choice Supplier with an electronic notification of the monthly meter readings of all Customers within Choice Supplier's Pool that have been billed by Company. Such billing data will correspond to the meter reading data on which Company based its Bill for Transportation Service. Choice Supplier may terminate gas sales to any Pool Customer for non-payment and remove Customer from its Pool in accordance with the procedures for deleting Customers from a Choice Supplier's Pool.

Choice Supplier shall provide Company with ~~thea bill format, that is consistent with Company's bill format and billing information. Company shall approve Choice Supplier's bill format prior to the issuance of any bill to Customer.~~

MEASUREMENT REQUIREMENT (Sheet 17 page 2, Sheet 18 page 2)

For purposes of permitting daily meter reading, Company shall, where available, install, provide and maintain cellular equipment and service on Customer's Premises. Until such time that cellular service is installed, or where cellular service is otherwise unavailable, Customer shall install, provide, and maintain on the Premises at a location specified by Company such telephone equipment and service as required for Company's gas measurement equipment and related communications equipment. If Customer's telephone line is deemed inadequate or unreliable for purposes of providing measurement data, and cellular service is unavailable, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

Company shall post preliminary Customer usage throughout the month on its Gas Tracking System ("GTS") as soon as practicable the day after the end of the Gas Day, and the Company will endeavor to do so by 10:30 a.m. Central Clock Time. Preliminary Customer usage will be posted on a best efforts basis and, even in the absence of such posting, shall not be considered reflective of the actual usage to be used for billing purposes.

If the measurement equipment fails to register or registers incorrectly, Company will estimate as accurately as is practicable, the quantity of gas delivered. Customer will pay for Gas Service provided based on such estimate(s), in accordance with the terms and provisions of this Tariff for Gas Service.

Creditworthiness Standards and Requirements: (Sheet 20 page 3)

In order to qualify for participation in the Pooling Program, Pool Operator must:

- 1) Complete and sign Company's Pool Operator Registration Form and Credit Application;
- 2) Sign Company's Pooling Agreement;
- 3) Adhere to the credit requirements set forth in the Pooling Agreement; and
- 4) Provide any Financial Assurance as determined by any initial or ongoing credit evaluation performed by Company.

As noted, Pool Operator's creditworthiness will be evaluated by Company prior to its participation in the Pooling Program, and if successful in becoming a Pool Operator, on an ongoing basis thereafter. Company will apply, on a non-discriminatory basis, reasonable financial standards to assess the Pool Operator's creditworthiness, scope of operations, and level of risk to the Company. Based on such evaluation, Pool Operator's level of participation may be increased or decreased, additional security may be required, or Pool Operator may be removed from further participation in the Pooling Service. While Company shall determine creditworthiness, it will not deny Pool Operator's participation in the Pooling Service without reasonable cause.

NOMINATION PROVISIONS (Sheet 51 page 1)

Pool Operator shall notify Company of the exact daily quantity of gas nominated to be delivered to Company at Company's pipeline city gates agreeable to Company (Daily Pipeline Nomination). Company may require Pool Operator to allocate its Daily Pipeline Nomination to specified city gate pipeline delivery points based on minimum and maximum allocation percentages (City Gate Allocations), which Company may revise ~~from time to time~~, based on operational considerations, provided that, in the absence of exceptional circumstances, that at least 24 hours advance notice is given to Pool Operators. Company may, based on operational considerations, require modification of Pool Operator's Daily Pipeline Nominations or deliveries that do not comply with these City Gate Allocations percentage requirements. Some Pool Operators, based on Company's operational capability to serve Large Transportation Customer, may be limited to one (1) or more specific pipelines and/or city gate which may change from time to time.

Allocation of Peaking Supplies: (Sheet 52 page 10, Sheet 56 page 7)

During the months of December through February, Company may reserve a portion of its peaking supplies for Choice Supplier Pools if deemed necessary, based on the product of each Pool's then- applicable Peak Design Day Demand and the percentage of Company's total design day needs forecasted to be met by peaking supplies that month. The portion reserved shall be applied as a reduction to the Peak Design Day Demand that Choice

Supplier must meet pursuant to its Comparable Firm Capacity Requirement.

On any day when the Pool's Expected Demand reaches the volume of Choice Supplier's Comparable Firm Capacity Requirement, Company may supply the Pool's gas needs in excess of the Choice Supplier's Comparable Firm Capacity Requirements with peaking supplies.

Choice Supplier will be assessed a proportionate share, as determined by Company, of the costs of peaking supplies obtained by Company and used for peak shaving for hourly load shaving and any other uses of alternative peaking supplies determined to be necessary for system operation in Company's discretion.

Choice Supplier shall pay such a peaking-demand charge based on its proportionate share of assigned Peaking Supply as billed by Company during the Peak Season. Such unit-demand charge shall be equal to the total capacity costs and other fixed costs associated with Company supplied peaking resources.

By October 1 of each year, and when there is a material change in Company's peaking capacity, Company shall indicate the Choice Supplier Pool's Peak Design Day Demand if any, that will be met with Company's peaking supplies allocated by Company to such Pool, if any.

Operational Flow Order (Sheet 59 page 5)

Operational Flow Order ("OFO") - An order issued by Company via its GTS, fax machine, email or telephone to Pool Operator for purposes of reducing imbalance tolerance levels during critical situations which may include limiting storage injections or storage withdrawals, or directing more or less deliveries to specific pipelines and/or city-gates to protect the integrity of Company's system and/or to mitigate interstate pipeline restrictions and/or changes.

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Summary: Stipulation and Recommendation electronically filed by Ms. Rebekah J. Glover on behalf of Vectren Energy Delivery of Ohio, Inc.