BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Vectren Energy Delivery of Ohio, Inc. For Authority to Amend its Filed Tariffs To Increase the Rates and Charges for Gas Service and Related Matters.))))	Case No. 07- <u>/4%</u> -GA-AIR
In the Matter of the Application of Vectren Energy Delivery of Ohio, Inc. For Approval of an Alternative Rate Plan for a Distribution Replacement Rider to Recover the Costs of a Program for the Accelerated Replacement of Cast Iron Mains and Bare Steel Mains and Service Lines, a Sales Reconciliation Rider to Collect Differences between Actual and Approved Revenues, and Inclusion in Operating Expense of the Costs of Certain System Reliability Programs.)	Case No. 07- <u>/081</u> -GA-ALT

NOTICE OF INTENT

September 28, 2007

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business. Technician

September 28, 2007

Renee J. Jenkins
Secretary of the Commission
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793

RE: In the Matter of the Application of Vectren Energy Delivery of Ohio for an Increase in its Natural Gas Rates.

To The Honorable Public Utilities Commission of Ohio:

Pursuant to Section 4909.43(B) O.A.C., Chapter 1, General Instructions (B) of the Standard Filing Requirements, and Section 4901-7-01 of the Commission's Code of Rules and Regulations, notice is hereby given that Vectren Energy Delivery of Ohio (VEDO) intends to file with the Commission an application for approval of an increase in its gas rates.

As required by O.A.C. 4901-7-01, the Commission's Standard Filing Requirements, Chapter I(A) and (B), and O.A.C. 4901:1-19-05(A), the following is being submitted:

PFN Exhibit 1 (B)(1)(a) Statement of Notice of Intent to file a gas rate case.

Service Area included. Test year and date certain.

PFN Exhibit 2 (B)(1)(b) Municipalities to be included in the Application including

names and addresses of mayors and clerks and other legislative authorities who receive a notice by letter,

referenced in PFN Exhibit 5.

PFN Exhibit 3 (B)(1)(c) Proposed tariff schedules.

PFN Exhibit 3a Alternative Rate Plan Proposals, O.A.C. Rule 4901:1-19-

05(A)(2)

PFN Exhibit 4 (B)(1)(d) Typical bill comparison of proposed and present tariff

schedules.

Renee J. Jenkins September 28, 2007 Page 2

PFN Exhibit 5

Copy of letter sent to mayors, clerks and legislative authorities

identified in PFN Exhibit 2.

PFN Exhibit 6

List of interested parties who have been provided this Notice.

Please assign a case number and date-stamp the additional copies for our file. Thank you in advance for your cooperation in this matter.

Respectfully,

Ronald E. Christian

Executive Vice President, General Counsel

and Corporate Secretary

RollCly

Vectren Corporation

PO Box 209

Evansville IN 47702-0209

Enclosures

CC:

Ed Hess

VECTREN ENERGY DELIVERY OF OHIO

NOTICE OF INTENT TO FILE

This document constitutes VEDO's Notice of Intent to File for an Increase in gas rates and for approval of Alternative Rate Plan proposals.

SERVICE AREA INCLUDED

The entire gas service area territory of VEDO will be included in the application for an increase in gas rates and the application for approval of Alternative Rate Plan proposals.

THE PROPOSED TEST YEAR AND DATE CERTAIN

Test Year: Twelve Months ending May 31, 2008

Date Certain: August 31, 2007

VECTREN ENERGY DELIVERY OF OHIO MUNICIPALITIES, MAYORS AND LEGISLATIVE AUTHORITIES

MUNICIPALITY	MAYOR	CLERK	
Village of Anna	Julie Ehemann 102 S. Pike	Kathleen Eshleman PO Box 140	
	Anna, OH 45302	Anna, OH 45302	
Village of Ansonia	Gerald Koverman 408 W. Weller Street, Box 311	Julie Kimmel 130 E. Cross Street, Box 232	
	Ansonia, OH 45303	Ansonia, OH 45303	
Village of Arcanum	Larry Foureman	Carolyn Robinson	
	201 W. George Street Arcanum, OH 45304	203 W. South Street Arcanum, OH 45304	
	-	·	
City of Beavercreek	Scott Hadley 1368 Research Park Drive	Chris Bucheit 1368 Research Park Drive	
	Beavercreek, OH 45432	Beavercreek, OH 45432	
City of Bellbrook	Mary Graves	Jill Robinette	
	PO Box 285	PO Box 285	
	Bellbrook, OH 45305	Bellbrook, OH 45305	
City of Belle Center	Donald Ruble	Bill McCormick	
	308 N. State St.	PO Box 508	
	Belle Center, OH 43310	Belle Center, OH 43310	
City of Bellefontaine	Robert Lentz	Bonnie Pattison	
	320 E. Sandusky Avenue	135 N. Detroit Street	
	Bellefontaine, OH 43311	Bellefontaine, OH 43311	
Village of Bloomingburg	Gayle A. Brown	Mina Jones	
	PO Box 186	PO Box 186	
	Bloomingburg, OH 43106	Bloomingburg, OH 43106	
Village of Botkins	Tom Cisco	Edward Brown	
	210 S. Mill Street	PO Box 190	
	Botkins, OH 45306	Botkins, OH 45306	
Village of Bowersville	Raymond Fletcher	Diane Phelps	
	3192 Maysville Street, PO Box 15	3262 SR 72 South	
	Bowersville, OH 45307	Sabina, OH 45169	
Village of Bradford	Jeffrey Wirrig	Brenda Selanders	
	705 Sticher Road	115 N. Miami Avenue	
	Bradford, OH 45308	Bradford, OH 45308	
City of Brookville	David Seagraves	Sonja Keaton	
	396 Maple Street	301 Sycamore Street	
	Brookville, OH 45309	Brookville, OH 45309	

MUNICIPALITY	MAYOR	CLERK
Village of Camden	Gordon E. Flora 107 S. Main Street	Rebecca Wilson PO Box 1
	Camden, OH 45311	Camden, OH 45311
Village of Casstown	Doug Kessler	Lois Group
	PO Box 91 Casstown, OH 45312	206 Addison Pike Casstown, OH 45312
Village of Castine	Mary Brown	Sharon Fellers
	246 N. Main Street Castine, OH 45304	231 N. Main Street Castine, OH 45304
Village of Cedarville	James Phipps PO Box 51	Rodney Johnson PO Box 51
	Cedarville, OH 45314.	Cedarville, OH 45314
City of Centerville	Mark Kingseed	Debra James
	9767 Greenside Court Centerville, OH 45458	100 W. Spring Valley Road Centerville, OH 45458
City of Christiansburg	Harvey Zimmerman	Ann Ferryman
Olly Of Officialisburg	PO Box 115	PO Box 115
	Christiansburg, OH 45389	Christiansburg, OH 45389
City of Clayton	Joyce Deitering	Wilbur Sussman
	6996 Taywood Road Englewood, OH 45322	6996 Taywood Road Englewood, OH 45322
Village of Clifton	Steve McFarland	Sue Chasnov
	PO Box 34 Clifton, OH 45316	71 Clinton Street, PO Box 64 Clifton, OH 45316
City of Corwin	Cheryl Davidson	Beverly Campbell
	6490 Corwin Avenue Waynesville, OH 45068	46 Pigeon St Waynesville, OH 45068
City of Covington	Lowell Yingst	Kay McKinney
	1 S. High Street	1 S. High Street
	Covington, OH 45318	Covington, OH 45318
City of Dayton	Rhine McLin 101 W. Third Street	Leonard Roberts 101 W. Third Street
	Dayton, OH 45402	Dayton, OH 45402
Village of Degraff	Stephanie Orsborne	Linda Harford
	107 S. Main, PO Box 309 Degraff, OH 45418	107 S. Main, PO Box 309 Degraff, OH 45418
.City of Eaton	Robert Stonecash	Leslie Renner
Oily of Lawn	337 Romadoor Avenue	328 N. Maple Street
	Eaton, OH 45320	Eaton, OH 45320

MUNICIPALITY	MAYOR	CLERK	
Village of Eldorado	Esther Thompson 150 E. Main Cross Street Eldorado, OH 45321	Janet Jones PO Box 250 Eldorado, OH 45321	
City of Englewood	Michael Bowers 370 Winterest Drive Englewood, OH 45322	Karen Sodders 333 W. National Road Englewood, OH 45322	
City of Fairborn	Thomas Nagel 1042 Landsdale Drive Fairborn, OH 45324	Katherine Lewallen 44 W. Hebble Avenue Fairborn, OH 45324	
Village of Farmersville	Deborah Brown 104 Ashbrook Trail Farmersville, OH 45325	Amy Schenck 44 Maple Street Farmersville, OH 45325	
Village of Fort Loramie	Phil Eilerman 110 Grandview Drive Ft. Loramie, OH 45845	Deb Kremer PO Box 10 Ft. Loramie, OH 45845	
City of Franklin	W. Hall 1 Benjamin Franklin Way Franklin, OH 45005	Jennifer Flinchum 1 Benjamin Franklin Way Franklin, OH 45005	
Village of Germantown	Theodore Landis 75 N. Walnut Street Germantown, OH 45327	Annie Casto 75 N. Walnut Street Germantown, Oh 45327	
Village of Gettysburg	Donnie Harmon PO Box 345 Gettysburg, OH 45328	Esther Clark PO Box 345 Gettysburg, OH 45328	
City of Gordon	Elaine Johnson 204 Railroad Street Gordon, OH 45304	Diane Howard 505 N. North Street (Gordon) Arcanum, OH 45304	
Village of Greenfield	John Baal 300 Jefferson Street Greenfield, OH 45123	Roberta Karnes 300 Jefferson Street Greenfield, OH 45123	
City of Greenville	Gregory Fraley 100 Public Sq. – Municipal Bldg Greenville, OH 45331	Nancy Myers 100 Public Sq. – Municipal Bldg Greenville, OH 45331	
City of Hollansburg	Robert Dill 135 S. Main Street, PO Box 68 Hollansburg, OH 45332	Tamara Wilcox 112 E. Union Street, PO Box 73 Hollansburg, OH 45332	
City of Huber Heights	Jack Hensley 6131 Taylorsville Road Huber Heights, OH 45424	John Downing 6131 Taylorsville Road Huber Heights, OH 45424	

MUNICIPALITY	MAYOR	CLERK	
Village of Huntsville	William Jenkins 6812 Second Street Huntsville, OH 43324	Tracy Roxie 4608 Napoleon Street Huntsville, OH 43324	
Village of Ithaca	Albert Weimer 586 S. Main Street Ithaca, OH 45332	Brenda Ray 6099 St. Rt. 722 Arcanum, OH 45304	
Village of Jackson Center	Scott Kloppenstein 301 Oak, PO Box 268 Jackson Center, OH 45334	Bev Wren 108 Island, PO Box 252 Jackson Center, OH 45334	
Village of Jamestown	Susan Weeks 84 Seaman Drive Jamestown, OH 45335	Marsha Haines 84 Seaman Drive Jamestown, OH 45335	
Village of Jeffersonville	Ron Waiz 4 N. Main Street, PO Box 7 Jeffersonville, OH 43128	Carol Roush 4 N. Maln Street, PO Box 7 Jeffersonville, OH 43128	
City of Kettering	Don Patterson 3600 Shroyer Road Kettering, OH 45429	Connie Gaw 3600 Shroyer Road Kettering, OH 45429	
City of Lakeview	Ryan Shoffstall 126 N. Main Street, PO Box 197 Lakeview, OH 43331	Linda K. Miller 126 N. Main Street, PO Box 197 Lakeview, OH 43331	
City of Lebanon	Amy Brewer 50 S. Broadway Lebanon, OH 45036	Sharee Dick 50 S. Broadway Lebanon, OH 45036	
Village of Lewisburg	David Scott 112 S. Commerce Lewisburg, OH 45338	Gail Phillabaum 112 S. Commerce Lewisburg, OH 45338	
City of London	David Eades 6 E. Second Street London, OH 43140	Arlene Duffey 6 E. Second Street London, OH 43140	
Village of Ludlow Falls	Robert Smith Jr. 116 Greenville Avenue Ludlow Falls, OH 45339	Robin Smith 314 Greenville Avenue Ludlow Falls, OH 45339	
City of Miamisburg	Dick Church 712 Evans Avenue Miamisburg, OH 45342	Judy Barney 10 N. 1 st Street Miamisburg, OH 45342	

MUNICIPALITY	MAYOR	CLERK
Village of Minster	Dennis Kitzmiller 248 N. Hanover Street Minster, OH 45865	John Stechschulte 248 N. Hanover Street Minster, OH 45865
City of Moraine	Leonard Johnson 4200 Dryden Road Dayton, OH 45439	Mandy Fernandez 4200 Dryden Road Dayton, OH 45439
Village of Mt. Sterling	Robert Roy 1 S. London Street Mt. Sterling, OH 43143	Lana Cydrus 1 S. London Street Mt. Sterling, OH 43143
City of New Bremen	Jeffrey Pape 214 N. Washington Street New Bremen, OH 45869	Diane Gast PO Box 27 New Bremen, OH 45869
City of New Carlisle	Rick Lowery PO Box 419 New Carlisle, OH 45334	Claire Miller PO Box 419 New Carlisle, OH 45334
City of New Holland	Joe Stuckey 48 McClain Avenue New Holland, OH 43145	Sharon Funk 135 Hamilton Avenue New Holland, OH 43145
Village of New Knoxville	Keith Leffel 101 S. Main Street, PO Box 246 New Knoxville, OH 45871	Janet Hall 313 S. Mill Street New Knoxville, OH 45871
Village of New Lebanon	Larry Shock 824 W. Main Street New Lebanon, OH 45345	E. Karen Grimmett 198 S. Clayton Road New Lebanon, OH 45345
Village of New Madison	Steven Eadler PO Box 15 124 S Harrison Street New Madison, OH 45346	Stacey Corder PO Box 15 124 S Harrison Street New Madison, OH 45346
Village of New Paris	Neil Hoffman PO Box 147 New Paris, OH 45347	Jane Rantanen PO Box 147 New Paris, OH 45347
Village of North Hampton	Harry Massie PO Box 457 North Hampton, OH 45349	Jennifer Baldwin PO Box 457 North Hampton, OH 45349
City of Oakwood	Judy Cook 30 Park Avenue Dayton, OH 45409	Cathy Blum 30 Park Avenue Dayton, 45419
Village of Palestine	David Brewer 215 Cross Street Palestine, OH 45352	Christine Rogers PO Box 10 Palestine, OH 45352

MUNICIPALITY	MAYOR	CLERK	
City of Phillipsburg	Kenneth Henz 67 S. State Street Phillipsburg, OH 45354	Brenda Etter 100 N. Ludlow Street Phillipsburg, OH 45354	
City of Piqua	Thomas Hudson 201 W. Water Street Piqua, OH 45356	Rebecca Cool 201 W. Water Street Piqua, OH 45356	
City of Pleasant Hill	Gary Johnston 106 W. Hill Street, PO Box 992 Pleasant Hill, OH 45359	Tony Fessler PO Box 557 Pleasant Hill, OH 45359	
City of Port William	Ken lanson PO Box 17 Port William, OH 45164	Karma Henson PO Box 17 Port William, OH 45164	
City of Quincy	Daniel Robinson PO Box 126 Quincy, OH 43343	Sandra Ward PO Box 126 Quincy, OH 43343	
City of Riverside	Kenneth Curp 806 Crestmont Drive Riverside, OH 45431	Mary Ann Brane 1791 Harshman Road Riverside, OH 45424	
Village of Russells Point	Greg liams 211 Clermont Avenue Russells Point, OH 43348	Mary Sue Leonard 433 St. Rt. 708, PO Box 30 Russells Point, OH 43348	
Village of Russia	Dale Armstrong PO Box 305 Russia, OH 45363	Carmen Siefring PO Box 305 Russia, OH 45363	
City of Sabina	Dean Carnahan 99 N. Howard Street Sabina, OH 45169	Jodi Rolston 99 N. Howard Street Sabina, OH 45169	
Village of Sedalia	Gordon Ell Village of Midway Sedalia, OH 43151	Ronda Alspaugh 210 Federal Street, PO Box 104 Sedalia, OH 43151	
City of Sidney	Frank Mariano 1620 Ash Place Sidney, OH 45365	Jocele Fahnestock 201 W. Poplar Sidney, OH 45365	
City of South Charleston	Ken Larson PO Box X South Charleston, OH 45368	Bonnie White PO Box X South Charleston, OH 45368	
City of South Solon	David Karkan 7120 North Street South Solon, OH 43153	Carolyn Roush 36 E. High Street Jeffersonville, OH 43128	

MUNICIPALITY	MAYOR	CLERK	
Village of Spring Valley	Stephanie McKee PO Box 418 Spring Valley, OH 45370	Catherine DeWine PO Box 418 Spring Valley, OH 45370	
City of Springboro	John Agenbroad 1255 S. Main Street	Lori Martin 20 W. Central Avenue	
	Springboro, OH 45066	Springboro, OH 45066	
City of Springfield	Warren R. Copeland 76 E. High Street Springfield, OH 45502	Connie Chappel 76 E. High Street Springfield, OH 45502	
City of St. Paris	Joe Braden 339 High Street St. Paris, OH 43072	Cathlyn Adkins 133 W. Walnut Street St. Paris, OH 43072	
City of Tipp City	George Lovett 260 S. Garber Drive Tipp City, OH 45371	Misty Cox 260 S. Garber Drive Tipp City, OH 45371	
5455 Sherfield Drive		Lois Singleton 35 N. Olive Road Trotwood, OH 45426	
City of Troy	Mike Beamish 913 Devon Circle Troy, OH 45373	Sue Knight 100 S. Market Street Troy, OH 45373	
City of Union	Lawrence Beyer 171 Marrett Farm Road Union, OH 45322	Denise Winemiller 118 N. Main Street Union, OH 45322	
City of Urbana	Ruth Zerkle 205 S. Main Street Urbana, OH 43078	Gail Eldridge 205 S. Main Street Urbana, OH 43078	
City of Vandalia	William Loy 1030 Brindlestone Drive Vandalia, OH 45377	Sue Hafer 333 James E. Bohanan Memorial Drive Vandalia, OH 45377	
City of Versailles	Jeffry Subler PO Box 288 Versailles, OH 45380	Mary Ann Gump PO Box 288 Versailles, OH 45380	
City of Washington CH	Robert Ison 8071 Hamilton Street, NW Washington CH, OH 43160	Teena Keaton 105 N. Main Street Washington CH, OH 43160	
Village of Waynesville	Ernie Lawson 1400 Lytle Road Waynesville, OH 45068	Staci Morris 1400 Lytle Road Waynesville, OH 45068	

MUNICIPALITY	MAYOR	CLERK
City of West Alexandria	Mitchell E. Suggs 16 N. Main Street West Alexandria, OH 45381	Judith C. Myers-Corn 16 N. Main Street West Alexandria, OH 45381
City of West Carrollton	Maxine Gilman 225 E. Main Street West Carrollton, OH 45449	Thomas Reilly 300 E. Central Avenue West Carrollton, OH 45449
City of West Liberty	Mike Hostetler 201 N. Detroit Street West Liberty, OH 43357	Cindee Bord 201 N. Detroit Street West Liberty, OH 43357
City of West Manchester	Reynold Reeder 400 N East Street, PO Box 129 West Manchester, OH 45382	Leslie Evans 400 N East Street, PO Box 129 West Manchester, OH 45382
Village of West Milton	Donald Hamann 12 Duerr Drive West Milton, OH 45383	Linda Cantrell 701 S. Miami St West Milton, OH 45383
City of Wilmington	David Raizk 69 North South Street Wilmington, OH 45177	Laura A. Curliss 69 North South Street Wilmington, OH 45177
City of Xenia	Phyllis Pennewitt 1297 Joyce Drive Xenia, OH 45385	Michelle Johnson 101 N. Detroit Street Xenia, OH 45385
Village of Yellow Springs	David Foubert 100 Dayton Street Yellow Springs, OH 45387	Deborah Benning 100 Dayton Street Yellow Springs, OH 45387

LIST OF MUNICIPALITIES SERVED UNDER THE JURISDICTION OF THE PUBLIC UTILITIES COMMISSION OF OHIO

Village of Anna

Village of Ansonia

Village of Arcanum

City of Beavercreek

City of Bellbrook

City of Belle Center

City of Bellefontaine

Village of Bloomingburg

Village of Botkins

Village of Bowersville

Village of Bradford

City of Brookville

Village of Camden

Village of Casstown

Village of Castine

Village of Cedarville

City of Centerville

City of Christiansburg

City of Clayton

Village of Clifton

City of Corwin

City of Covington

City of Dayton

Village of Degraff

City of Eaton

Village of Eldorado

City of Englewood

City of Fairborn

Village of Farmersville

Village of Fort Loramie

City of Franklin

Village of Germantown

Village of Gettysburg

City of Gordon

Village of Greenfield

City of Greenville

City of Hollansburg

City of Huber Heights

Village of Huntsville

Village of Ithaca

Village of Jackson Center

Village of Jamestown

Village of Jeffersonville

City of Kettering

City of Lakeview

City of Lebanon

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Village of Lewisburg City of London Village of Ludlow Falls City of Miamisburg Village of Minster City of Moraine Village of Mt. Sterling City of New Bremen City of New Carlisle City of New Holland Village of New Knoxville Village of New Lebanon Village of New Madison Village of New Paris Village of North Hampton City of Oakwood Village of Palestine City of Phillipsburg City of Piqua City of Pleasant Hill City of Port William City of Quincy City of Riverside Village of Russells Point Village of Russia City of Sabina Village of Sedalia City of Sidney City of South Charleston City of South Solon Village of Spring Valley City of Springboro City of Springfield City of St. Paris City of Tipp City City of Trotwood City of Troy City of Union City of Urbana City of Vandalia City of Versailles City of Washington CH Village of Waynesville City of West Alexandria City of West Carrollton City of West Liberty City of West Manchester Village of West Milton City of Wilmington City of Xenia Village of Yellow Springs

Sheet No. 1 Original Page 1 of 1

VECTREN ENERGY DELIVERY OF OHIO, INC.

TARIFF FOR GAS SERVICE

P.U.C.O. No. 3

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 a Utilities Commission of Ohio.	and Order datedin	Case No	of The Public
Issued	Issued by Jerrold L. Ulrey, Vic	e-President	Effective

Sheet No. 2 Original Page 1 of 2

TARIFF SHEET INDEX

Tariff <u>Sheet</u>	Description
1	Title Page
1 2 3	Tariff Sheet Index
3	Locations Served
4-9	Reserved for Future Use
	RATE SCHEDULES
10	Rate 310 Residential Sales Service
11	Rate 315 Residential Transportation Service
12	Rate 320 General Sales Service
13	Rate 325 General Transportation Service
14	Rate 330 Large General Sales Service
15	Reserved for Future Use
16	Rate 341 Dual Fuel Sales Service
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 General and Large Volume)
21	Rate 385 Pooling Service (Residential & General)
22-29	Reserved for Future Use
_	RIDERS
30	Miscellaneous Charges
31	Gas Cost Recovery Rider
32	Reserved for Future Use
33	Backup Sales Service Rider
34	Reserved for Future Use
35	Migration Cost Rider
36	Balancing Cost Rider
37	Gross Receipts Excise Tax Rider
38	Distribution Replacement Rider
39	Uncollectible Expense Rider
40 41	Percentage of Income Payment Plan Rider Reserved for Future Use
41 42	S.B. 287 Excise Tax Rider
42 43	S.B. 267 Excise Tax Riger Sales Reconciliation Rider – A
45 44	Sales Reconciliation Rider – A Sales Reconciliation Rider – B
45-49	Reserved for Future Use
40-49	Licaci red for i diffile fise

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lssued	Issued by Jerrold L.	. Ulrey, Vice-President	Effective

Sheet No. 2 Original Page 2 of 2

TARIFF SHEET INDEX

Tariff	
<u>Sheet</u>	<u>Description</u>
50 51 52 53 54 55-58	TRANSPORTATION PROVISIONS Transportation Terms and Conditions (Large General and Large Volume) Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator) Pooling Service Terms and Conditions (Residential and General) Supplier Pooling Agreement (Residential and General) Unaccounted for Gas Percentage Reserved for Future Use
	GENERAL TERMS AND CONDITIONS
59	Definitions
60	Application and Contract for Service
6 1	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	Curtailment Procedures
71	Amendments

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LOCATIONS SERVED

Anna Ansonia Arcanum Beavercreek Bellbrook Belle Center Bellefontaine Bloomingburg **Botkins** Bowersville Bradford Brookville Camden Casstown Castine Cedarville Centerville Christiansburg Clayton Clifton Corwin Covington Dayton Degraff Drexel * Eaton Eldorado Englewood Fairborn Farmersville Fort Loramie Franklin Frederick * Germantown Gettysburg Gordon Greenfield

Greenville Hardin * Hollansburg Houston ⁴ **Huber Heights** Huntsville Ithaca Jackson Center Jamestown Jeffersonville Kettering Lakeview Lebanon Lewisburg Lewistown * London **Ludlow Falls** Medway * Melvin * Miamisburg Minster Moraine Mt. Sterling New Bremen **New Carlisle New Holland** New Knoxville New Lebanon New Madison **New Paris** North Hampton Oakwood Palestine Pancoastburg * Park Layne Manor * **Phillipsburg** Piqua Pleasant Hill

Port William Quincy Reesville * Riverside Russels Point Russia Sabina Sedalia Sidney St. Paris South Charleston South Solon Spring Valley Springboro Springfield Staunton * Tipp City Trotwood Troy Union Urbana Vandalia Versailles Washington Court House Waynesville West Alexandria West Carrollton West Liberty West Manchester West Milton Wilberforce * Wilmington Xenia Yellow Springs

Filed pursuant to tl Utilities Commission	ne Finding and Order dated on of Ohio.	in Case No.	of The Public
Issued	Issued by Jerroid L. U	llrey, Vice-President	Effective

^{*} Unincorporated

Sheet No. 10 Original Page 1 of 1 (STAGE 1)

RATE 310 RESIDENTIAL SALES SERVICE

<u>APPLICABILITY</u>

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.

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:

\$16.75 per meter (November – April) \$10.00 per meter (May – October)

Volumetric Charge:

\$0.11937 per Ccf for the first 50 Ccf, plus \$0.10397 per Ccf for all Ccf over 50 Ccf

Riders:

The following Riders shall be applied monthly:

- Sheet No. 31 Gas Cost Recovery Rider
- Sheet No. 35 Migration Cost Rider
- Sheet No. 37 Gross Receipts Excise Tax Rider
- Sheet No. 38 Distribution Replacement Rider
- Sheet No. 39 Uncollectible Expense Rider
- Sheet No. 40 Percentage of Income Payment Plan Rider
- Sheet No. 42 S.B. 287 Excise Tax Rider
- Sheet No. 43 Sales Reconciliation Rider A
- Sheet No. 44 Sales Reconciliation Rider B

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Charge.

Miscellaneous Charges:

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

TERMS AND CONDITIONS

Filed pursuant to the Finding a Utilities Commission of Ohio.	nd Order dated	in Case No.		of The Public	
Issued	Issued by Jerrold L	Ulrey, Vice-Presiden	ıt	Effective	

Sheet No. 10 Original Page 1 of 1 (STAGE 2)

RATE 310 RESIDENTIAL SALES 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.

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:

\$22.00 per meter (November – April) \$10.00 per meter (May – October)

Volumetric Charge:

\$0.07770 per Ccf for the first 50 Ccf, plus \$0.06768 per Ccf for all Ccf over 50 Ccf

Riders:

The following Riders shall be applied monthly:

- Sheet No. 31 Gas Cost Recovery Rider
- Sheet No. 35 Migration Cost Rider
- Sheet No. 37 Gross Receipts Excise Tax Rider
- Sheet No. 38 Distribution Replacement Rider
- Sheet No. 39 Uncollectible Expense Rider
- Sheet No. 40 Percentage of Income Payment Plan Rider
- Sheet No. 42 S.B. 287 Excise Tax Rider
- Sheet No. 43 Sales Reconciliation Rider A
- Sheet No. 44 Sales Reconciliation Rider B

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Charge.

Miscellaneous Charges:

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

TERMS AND CONDITIONS

Filed pursuant to the Finding an Utilities Commission of Ohio.	nd Order dated	in Case No.	of The Public
Issued	Issued by Jerrold L. U	Ilrey, Vice-President	Effective

Sheet No. 11 Original Page 1 of 2 (STAGE 1)

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. This Rate Schedule is also applicable to Customers currently enrolled in Company's Percentage of Income Payment Plan (PIPP) in the event that Company bids out the provision of commodity supply for PIPP Customers as a single Pool.

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, except for PIPP Pool Customers, must enter into a contract for firm gas supplies with a Supplier who meets the requirements for participation in Pooling Service (Residential and General) under Rate 385. Company will maintain and make available a list of Suppliers participating in the Pooling Program. Such list shall be available by request and through Company's website.

RATES AND CHARGES

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

Customer Charge:

\$16.75 per meter (November – April) \$10.00 per meter (May – October)

Volumetric Charge:

\$0.11937 per Ccf for the first 50 Ccf, plus \$0.10397 per Ccf for all Ccf over 50 Ccf

Riders:

The following Riders shall be applied monthly:

- Sheet No. 35 Migration Cost Rider
- Sheet No. 37 Gross Receipts Excise Tax Rider
- Sheet No. 38 Distribution Replacement Rider
- Sheet No. 39 Uncollectible Expense Rider
- Sheet No. 40 Percentage of Income Payment Plan Rider
- Sheet No. 42 S.B. 287 Excise Tax Rider
- Sheet No. 43 Sales Reconciliation Rider A
- Sheet No. 44 Sales Reconciliation Rider B.

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Sheet No. 11 Original Page 1 of 2 (STAGE 2)

RATE 315 RESIDENTIAL TRANSPORTATION SERVICE

<u>APPLICABILITY</u>

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. This Rate Schedule is also applicable to Customers currently enrolled in Company's Percentage of Income Payment Plan (PIPP) in the event that Company bids out the provision of commodity supply for PIPP Customers as a single Pool.

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, except for PIPP Pool Customers, must enter into a contract for firm gas supplies with a Supplier who meets the requirements for participation in Pooling Service (Residential and General) under Rate 385. Company will maintain and make available a list of Suppliers participating in the Pooling Program. Such list shall be available by request and through Company's website.

RATES AND CHARGES

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

Customer Charge:

\$22.00 per meter (November – April) \$10.00 per meter (May – October)

Volumetric Charge:

\$0.07770 per Ccf for the first 50 Ccf, plus \$0.06768 per Ccf for all Ccf over 50 Ccf

Riders:

The following Riders shall be applied monthly:

- Sheet No. 35 Migration Cost Rider
- Sheet No. 37 Gross Receipts Excise Tax Rider
- Sheet No. 38 Distribution Replacement Rider
- Sheet No. 39 Uncollectible Expense Rider
- Sheet No. 40 Percentage of Income Payment Plan Rider
- Sheet No. 42 S.B. 287 Excise Tax Rider
- Sheet No. 43 Sales Reconciliation Rider A
- Sheet No. 44 Sales Reconciliation Rider B

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Sheet No. 11 Original Page 2 of 2

RATE 315 RESIDENTIAL TRANSPORTATION SERVICE

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Charge.

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

TERMS AND CONDITIONS

Supplier Selection:

In order to receive Gas Service under this Rate Schedule, Customer must join a Pool of a Supplier participating in Company's Pooling Program. When Company receives appropriate notification of Customer's request to participate in the Pooling Program, the change shall become effective with Customer's next on-cycle meter reading after Customer's Enrollment Processing Period.

Disconnection for Non-payment of Supplier Services:

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

Customer Usage Information Release:

When Company receives a request from Customer for historic usage information, the 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.

Regulations:

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Issued	Issued by Jerrold L. Ul	rey, Vice-President	Effective	.	

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RATE 320 GENERAL SALES 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.

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:

Group 1: \$20.00 per meter Group 2: \$40.00 per meter Group 3: \$80.00 per meter

Volumetric Charge:

\$0.12980 per Ccf for the first 50 Ccf, plus \$0.10483 per Ccf for all Ccf over 50 Ccf

Riders:

The following Riders shall be applied monthly:

- Sheet No. 31 Gas Cost Recovery Rider
- Sheet No. 35 Migration Cost Rider
- Sheet No. 37 Gross Receipts Excise Tax Rider
- Sheet No. 38 Distribution Replacement Rider
- Sheet No. 39 Uncollectible Expense Rider
- Sheet No. 40 Percentage of Income Payment Plan Rider
- Sheet No. 42 S.B. 287 Excise Tax Rider
- Sheet No. 43 Sales Reconciliation Rider A
- Sheet No. 44 Sales Reconciliation Rider B

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Charge.

Miscellaneous Charges:

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

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RATE 320 GENERAL SALES SERVICE

CURTAILMENT

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures of Company's General Terms and Conditions. Except in emergencies, Company will endeavor to give four hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or because of 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 direction to curtail, Company reserves the right to discontinue Gas Service to Customer.

TERMS AND CONDITIONS

Return from a Transportation Service:

If Customer voluntarily returns to this Sales Service from a Transportation Service, all incremental gas procurement and upstream transportation and storage costs incurred by Company in order to return Customer to Sales Service may be charged to Customer.

Regulations:

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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.

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 Supplier who meets Company's requirements for participation in Pooling Service (Residential and General) under Rate 385. Company will maintain and make available a list of Suppliers participating in the Pooling Program. Such list shall be available by request and through Company's website.

RATES AND CHARGES

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

Customer Charge:

Group 1: \$20.00 per meter Group 2: \$40.00 per meter Group 3: \$80.00 per meter

Volumetric Charge:

\$0.12980 per Ccf for the first 50 Ccf, plus \$0.10483 per Ccf for all Ccf over 50 Ccf

Riders:

The following Riders shall be applied monthly:

- Sheet No. 35 Migration Cost Rider
- Sheet No. 37 Gross Receipts Excise Tax Rider
- Sheet No. 38 Distribution Replacement Rider
- Sheet No. 39 Uncollectible Expense Rider
- Sheet No. 40 Percentage of Income Payment Plan Rider
- Sheet No. 42 S.B. 287 Excise Tax Rider
- Sheet No. 43 Sales Reconciliation Rider A
- Sheet No. 44 Sales Reconciliation Rider B

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RATE 325 GENERAL TRANSPORTATION SERVICE

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Charge.

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

CURTAILMENT

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures of Company's General Terms and Conditions. Except in emergencies, Company will endeavor to give four hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or because of 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 direction to curtail, Company reserves the right to discontinue Gas Service to Customer.

TERMS AND CONDITIONS

Supplier Selection:

In order to receive Gas Service under this Rate Schedule, Customer must join a Pool of a Supplier participating in Company's Pooling Program. When Company receives appropriate notification of Customer's request to participate in the Pooling Program, the change shall become effective with Customer's next on-cycle meter reading after Customer's Enrollment Processing Period.

Return to Sales Service:

If Customer voluntarily returns to Company's Sales Service, all incremental gas procurement, upstream transportation and storage costs incurred by Company in order to return Customer to such service may be charged to Customer.

Disconnection for Non-payment of Supplier Services:

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

Customer Usage Information Release:

When Company receives a request from Customer for historic usage information, the 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.

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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 on a daily 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.

Regulations:

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RATE 330 LARGE GENERAL SALES SERVICE

APPLICABILITY

This Rate Schedule shall be available to any Non-Residential Customer electing service hereunder whose Annual Usage is 150,000 Ccf or more 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.

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:

\$150.00 per Meter

Volumetric Charge:

\$0.11546 per Ccf for the first 15,000 Ccf, plus \$0.10240 per Ccf for all Ccf over 15,000 Ccf

Riders:

The following Riders shall be applied monthly:

- Sheet No. 31 Gas Cost Recovery Rider
- Sheet No. 37 Gross Receipts Excise Tax Rider
- Sheet No. 38 Distribution Replacement Rider
- Sheet No. 39 Uncollectible Expense Rider
- Sheet No. 40 Percentage of Income Payment Plan Rider
- Sheet No. 42 S.B. 287 Excise Tax Rider

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Charge.

Miscellaneous Charges:

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

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RATE 330 LARGE GENERAL SALES SERVICE

CONTRACT

Customer must contract for Gas Service under this Rate Schedule for an initial term of one (1) year, or longer if necessary in the judgment of Company to justify the construction costs required to supply Gas Service. At the expiration of its initial term such contract shall continue from year to year thereafter, unless such contract is cancelled by either party by six (6) months prior written notice.

CURTAILMENT

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures of Company's General Terms and Conditions. Except in emergencies, Company will endeavor to give four hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or because of 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 direction to curtail, Company reserves the right to discontinue Gas Service to Customer.

TERMS AND CONDITIONS

Return from a Transportation Service:

If Customer voluntarily returns to this Sales Service from a Transportation Service, all incremental gas procurement and upstream transportation and storage costs incurred by Company in order to return Customer to Sales Service may be charged to Customer.

Regulations:

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Sheet No. 16 Original Page 1 of 3

RATE 341 DUAL FUEL SALES SERVICE

<u>APPLICABILITY</u>

This Rate Schedule is available to any Non-Residential Customer electing service hereunder whose Spaceheating equipment has a rated input in excess of 2,500,000 Btu per hour 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 is closed to new customers and loads**.

CHARACTER OF SERVICE

This Rate Schedule is applicable to the provision of Dual Fuel Sales Service, as described in the Dual Fuel Terms and Conditions below. Gas Service under this Rate Schedule 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, and owner if other than Customer, shall enter into and comply with the terms and conditions of a contract with Company.

RATES AND CHARGES

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

Customer Charge:

\$50.00 per meter

Distribution Charge:

\$0.09217 per Ccf for all Ccf of Process or Base Deliveries (as defined below), plus \$0.04082 per Ccf for all Ccf of Dual Fuel Deliveries (as defined below)

Riders:

The following Riders shall be applied monthly:

- Sheet No. 31 Gas Cost Recovery Rider
- Sheet No. 37 Gross Receipts Excise Tax Rider
- Sheet No. 38 Distribution Replacement Rider
- Sheet No. 39 Uncollectible Expense Rider
- Sheet No. 40 Percentage of Income Payment Rider
- Sheet No. 42 S. B. 287 Excise Tax Rider

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Charge.

Miscellaneous Charges:

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

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RATE 341 DUAL FUEL SALES SERVICE

PROCESS OR BASE DELIVERIES

- The process or base deliveries for billing purposes shall mean Customer's average monthly
 use during the four consecutive summer billing months beginning with the June billing
 month.
- Process or base deliveries for billing purposes shall be recalculated annually. In the case of
 a Customer whose process or base gas using equipment was not operated during the
 preceding summer process or base delivery period in a manner representative of its
 requirements in the remaining eight months, a process or base use value shall be estimated
 by Company.

DUAL FUEL DELIVERIES

Dual fuel deliveries for billing purposes shall mean all deliveries in excess of Customer's process or base deliveries, and shall be limited to deliveries made during the eight consecutive billing months following the close of Customer's summer process or base delivery period.

CONTRACT

Customer must contract for Gas Service under this Rate Schedule for an initial term of one (1) year, or longer if necessary in the judgment of Company to justify the construction costs required to supply Gas Service. At the expiration of its initial term such contract shall continue from year to year thereafter, unless such contract is cancelled by either party by six (6) months prior written notice.

DUAL FUEL TERMS AND CONDITIONS

Upon written application, any gas Customer whose Spaceheating equipment for any single structure or occupancy unit has a rated input in excess of 2,500,000 Btu per hour will be authorized, subject to the conditions set forth below, to use gas in Spaceheating equipment which is designed to use natural gas supplied by Company for Spaceheating during the warmer weather of the winter and an alternate fuel (either liquefied petroleum (propane) gas or oil) during the colder weather of the winter and which equipment will be switched from one fuel to the other automatically by a temperature control actuated by outside temperature.

- A. Before natural gas supplied by Company may be used by Customer for Spaceheating under Company's Dual Fuel Rate Schedule:
 - Customer must have installed storage facilities and must maintain therein a quantity of alternate fuel, which will be sufficient, in the opinion of Company, to supply Customer's spaceheating requirements on a dual fuel basis for each heating season.
 - Customer must have installed dual fuel Spaceheating equipment of a type approved by Company.
 - 3. Customer must have installed automatic outside temperature control equipment to be sealed by Company, of a type approved by Company and at a point selected by Company, and set to switch automatically Customer's Spaceheating equipment from natural gas to an alternate fuel when the outside temperature is below a certain predetermined temperature to be established by Company, and to switch such Spaceheating equipment from such alternate fuel to natural gas when the outside temperature is approximately five degrees above such predetermined temperature.

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RATE 341 DUAL FUEL SALES SERVICE

- 4. All such dual fuel Spaceheating and outside temperature control equipment, storage facilities and necessary piping shall be installed in such a manner as to comply with the requirements of all applicable state and local laws, ordinances and codes and shall have been approved under all applicable state and local inspection laws, ordinances, rules and regulations.
- B. Customer will maintain and keep in proper operating condition such Spaceheating and temperature control equipment, and Company will not be responsible for the proper operation of the same.
- C. Customer will not, without the consent of Company, change, manipulate, or tamper with such Spaceheating and temperature control equipment in such a way that the Spaceheating equipment is not automatically switched to and from the alternate fuel at the predetermined temperatures.
- D. In the event that Customer's control equipment shall fail, because of mechanical failure, human interference, or otherwise, to switch Customer's Spaceheating equipment from and to natural gas supplied by Company, Customer may be charged by Company for all Gas Service until the next heating season under Company's otherwise applicable Sales Service Rate Schedule instead of this Rate Schedule.
- E. Upon breach by Customer of any of the above covenants and conditions relating to the use of natural gas for Spaceheating, Company shall have the right to cancel such approval for the use of gas for Spaceheating on a dual fuel basis at said Premises and upon such cancellation all Gas Service to Customer at said location shall be paid for at the applicable Sales Service Rate Schedule until proper steps approved by Company have been taken by Customer to assure that natural gas supplied by Company will be used by Customer at said Premises in accordance with the foregoing Dual Fuel Terms and Conditions.

CURTAILMENT

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures of Company's General Terms and Conditions. Except in emergencies, Company will endeavor to give four hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or because of 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 direction to curtail, Company reserves the right to discontinue Gas Service to Customer.

TERMS AND CONDITIONS

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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

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service. Gas Service 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:

\$150.00 per meter

Volumetric Charge:

\$0.11546 per Ccf for the first 15,000 Ccf, plus \$0.10240 per Ccf for all Ccf over 15,000 Ccf

Riders:

The following Riders shall be applied monthly:

- Sheet No. 37 Gross Receipts Excise Tax Rider
- Sheet No. 38 Distribution Replacement Rider
- Sheet No. 42 S.B. 287 Excise Tax Rider

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Charge.

Additional Services Charges:

Customer shall pay the appropriate rates and charges for any additional service provided by Company, as described in the Transportation Terms and Conditions (Large General and Large Volume), and any charge assessed in accordance with orders issued by Commission relating to take-or-pay, transition, or other costs.

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.

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Issued:	Issued by Jerrold L. Ulrey, Vice-Presider	nt Ef	ffective:

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RATE 345 LARGE GENERAL TRANSPORTATION SERVICE

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 or longer if necessary in the judgment of Company to justify the construction costs required to supply the Gas Service. At the expiration of its initial term such contract shall continue from year to year thereafter, unless either party cancels such contract by six (6) months prior written notice.

TRANSPORTATION TERMS AND CONDITIONS

Gas Service provided under this Rate Schedule shall be subject to the Transportation Terms and Conditions (Large General and Large Volume) contained in Sheet No. 50 and the Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator) contained in Sheet No. 51.

MEASUREMENT REQUIREMENT

Customer shall provide and maintain on the Premises at the meter location telephone service as required for Company's electronic gas measurement devices and related communications equipment. If Customer's telephone line is frequently not available when Company seeks to obtain measurement data, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

CURTAILMENT

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures of Company's General Terms and Conditions. Except in emergencies, Company will endeavor to give four hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or because of 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.

INTERIM SUPPLY SERVICE

Company may provide Interim Supply Service in the event Customer is temporarily unable to obtain supply from a supplier or Pool Operator. Company will provide such service on an interruptible month-to-month basis for a term as determined by Company. Customer shall be responsible for meeting all creditworthiness requirements as determined by Company, including, without limitation, pre-payment to Company for gas supply. Customer must execute a written agreement with Company to effectuate this service and service will not begin prior to the execution date of such agreement.

TERMS AND CONDITIONS

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Issued:	Issued by Jerrold L. Uirey, Vice-Pre	sident	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.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Transportation Service. Interim 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 and billed 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:

\$500.00 per meter

Volumetric Charge:

\$0.10120 per Ccf for the first 50,000 Ccf, plus \$0.07058 per Ccf for all Ccf over 50,000 Ccf

Riders:

The following Riders shall be applied monthly:

- Sheet No. 37 Gross Receipts Excise Tax Rider
- Sheet No. 38 Distribution Replacement Rider
- Sheet No. 42 S.B. 287 Excise Tax Rider

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Charge.

Additional Services Charges:

Customer shall pay the appropriate rates and charges for any additional service provided by Company, as described in the Transportation Terms and Conditions (Large General and Large Volume), and any charge assessed in accordance with orders issued by Commission relating to take-or-pay, transition, or other costs.

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.

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RATE 360 LARGE VOLUME TRANSPORTATION SERVICE

CONTRACT

Customer must contract for Gas Service under this Rate Schedule for an initial term of two (2) years or longer if necessary in the judgment of Company to justify the construction costs required to supply the Gas Service. At the expiration of its initial term such contract shall continue from year to year thereafter, unless either party cancels such contract by six (6) months prior written notice.

TRANSPORTATION TERMS AND CONDITIONS

Gas Service provided under this Rate Schedule shall be subject to the Transportation Terms and Conditions (Large General and Large Volume) contained in Sheet No. 50 and the Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator) contained in Sheet No. 51.

MEASUREMENT REQUIREMENT

Customer shall provide and maintain on the Premises at the meter location telephone service as required for Company's gas measurement devices and related communications equipment. If Customer's telephone line is frequently not available when Company seeks to obtain measurement data, Company may require Customer to provide a dedicated telephone line in order to continue Transportation Service under this Rate Schedule.

CURTAILMENT

Customer shall limit gas usage as directed by Company pursuant to the Curtailment Procedures of Company's General Terms and Conditions. Except in emergencies, Company will endeavor to give four hours advance notice of such Curtailment. Company shall not be liable in damages or otherwise to Customer for any loss of production or because of 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.

INTERIM SUPPLY SERVICE

Company may provide Interim Supply Service in the event Customer is temporarily unable to obtain supply from a supplier or Pool Operator. Company will provide such service on an interruptible month-to-month basis for a term as determined by Company. Customer shall be responsible for meeting all creditworthiness requirements as determined by Company, including, without limitation, pre-payment to Company for gas supply. Customer must execute a written agreement with Company to effectuate this service and service will not begin prior to the execution date of such agreement.

TERMS AND CONDITIONS

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

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RATE 380 POOLING SERVICE (LARGE GENERAL AND LARGE VOLUME)

APPLICABILITY

This Pooling Service is applicable to Pool Operator, and any Transportation Customer under Rates 345 or 360 that designates a Pool Operator to manage its gas supplies as part of an aggregated Customer Pool.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Pooling Service for Rates 345 and 360 Transportation Customers. Pool Operator and electing Transportation Customer 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 advance by Company.

Pool Operator shall provide nominations for its aggregated 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. Transportation Customer shall remain responsible for all charges under Rates 345 or 360, as applicable.

CHARGES

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

Financial Evaluation Fee: \$50 for the initial and each subsequent Pool Operator financial evaluation performed by Company.

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.

Related Charges: Pool Operator shall reimburse Company for all charges incurred in connection with interstate pipeline transportation of Pool Operator-Delivered Gas including any gas costs, penalty charges, or Cashouts.

Riders: The following Riders shall be applied monthly:

Sheet No. 37 – Gross Receipts Excise Tax Rider

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RATE 380 POOLING SERVICE (LARGE GENERAL AND LARGE VOLUME)

Late Payment Charge: Payment of the total Bill amount due must be received by Company or an authorized agent by the due date shown on Pool Operator's invoice. If Pool Operator does not pay the total amount due by the 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.

Returned Check Charge: The Returned Check Charge contained on Sheet No. 30, Miscellaneous Charges, shall be added to Pool Operator's account each time a check is returned by the financial institution for insufficient funds.

Unauthorized Gas Usage Charge: The Unauthorized Gas Usage Charge set forth in Sheet No. 30, Miscellaneous Charges, shall be charged to Pool Operator, if applicable.

PROVISIONS AND REQUIREMENTS FOR TRANSPORTATION CUSTOMER PARTICIPATION

Transportation Customer shall comply with the following provisions and requirements:

Contract: Customer shall enter into a contract with Company that designates its selected Pool Operator from a list of 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 Customer and Pool Operator notify Company of any change at least ten (10) business days prior to the start of a new month.

Initiation of Pooling Service: An existing Rate 345 or Rate 360 Transportation Customer that desires to begin utilizing Pooling Service under this Rate Schedule shall do so effective with Customer's next meter reading date.

Customer's prior delinquencies must be cured prior to commencing participation in Pooling Service.

Customer shall eliminate any existing over-delivery or under-delivery quantities via a Cashout with Company prior to commencing participation in Pooling Service, as follows:

- (1) If Customer has an ending under-delivery quantity, Customer shall pay Company for each Dekatherm of under-delivery quantity at a price equal to the "Monthly Contract Index" price for "Columbia Gas Transmission Corp, Appalachia" as reported by <u>Inside</u> <u>FERC's Gas Market</u> Report in the table "Prices of Spot Gas Deliveries to Pipelines" for the month prior to commencing participation, plus the pipeline transportation commodity rate including fuel and surcharges, plus applicable taxes.
- (2) If Customer has an ending over-delivery quantity, Company shall pay Customer for each Dekatherm of over-delivery quantity at a price equal to the "Monthly Contract Index" prices for "Columbia Gas Transmission Corp, Appalachia" as reported by <u>Inside</u> <u>FERC's Gas Market</u> Report in the table "Prices of Spot Gas Deliveries to Pipelines" for the month prior to commencing participation, plus the pipeline transportation commodity rate including fuel and surcharges.

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RATE 380 POOLING SERVICE (LARGE GENERAL AND LARGE VOLUME)

Transfer to a new Pool: If Customer elects to transfer to a new Pool and the previous Pool Operator served more than one customer, it will be assumed that Customer has no month-end imbalance; any imbalance will remain with the previous Pool.

PROVISIONS AND REQUIREMENTS FOR POOL OPERATOR PARTICIPATION

Pool Operator shall comply with the following provisions and requirements:

Contract:

Pool Operator must enter into a written Pooling Agreement with Company. Such Pooling Agreement shall set forth specific covenants and obligations undertaken by Company and Pool Operator under this Rate Schedule on behalf of the Pool's Customers. The Pooling Agreement shall have an initial term of not less than one 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 prior to the end of the initial term or any succeeding annual term. However, in no event shall the Pooling Agreement expire during the Winter Season, unless such mid-winter 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.

Creditworthiness Standards and Requirements:

In order to qualify for participation under Pooling Service, Pool Operator must pass an initial financial evaluation performed by Company, and any such subsequent evaluation(s) deemed appropriate by Company, to ensure that Pool Operator possesses sufficient resources to perform its responsibilities and to ensure financial performance under this Rate Schedule. In addition, if Pool Operator's participation in the Pooling Service was previously terminated due to Pool Operator's non-compliance, Pool Operator shall provide information acceptable to Company that such cause for non-compliance has been corrected and will be avoided in the future. All prior delinquencies must be cured prior to commencing participation in Pooling Service. Moreover, any and all charges from previous non-compliance shall be corrected prior to participation in Pooling Service.

Pool Operator must complete and sign Company's Pool Operator Registration Form and Credit Application to be considered for participation in the Pooling Service. A Pool Operator desiring to participate in the Pooling Service will be evaluated by Company to establish credit levels acceptable to Company. Company will apply, on a non-discriminatory basis, reasonable financial standards to assess and examine Pool Operator's creditworthiness. These standards will take into consideration the scope of the operations of Pool Operator and the level of risk to Company. In order to pass Company's financial evaluation, Pool Operator may be required to provide security, the form and amount of which shall be specified by Company. Company shall determine creditworthiness, and will not deny Pool Operator's participation in the Pooling Service without reasonable cause.

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RATE 380 POOLING SERVICE (LARGE GENERAL AND LARGE VOLUME)

Company reserves the right to conduct a financial re-evaluation of Pool Operator from time to time. Such re-evaluation may be initiated either by a request from Pool Operator, or by Company if Company reasonably believes that the creditworthiness of Pool Operator may have changed or that the operating environment or other conditions may have changed that may have increased the risks posed by operations of the Pool. Based on such re-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.

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 in Company's General Terms and Conditions.

Required Regulatory Approvals:

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

Termination of Pooling Service Participation:

A Pool Operator that ceases participation in Pooling Service shall eliminate any existing overdelivery or under-delivery quantities via a Cashout with Company, as follows:

- (1) If Pool Operator has an ending net under-delivery quantity, Pool Operator shall pay Company for each Dekatherm of under-delivery quantity at a price equal to the "Monthly Contract Index" price for "Columbia Gas Transmission Corp, Appalachia" as reported by Inside FERC's Gas Market Report in the table "Prices of Spot Gas Deliveries to Pipelines" for the month prior to ceasing participation, plus the pipeline transportation commodity rate including fuel and surcharges, plus applicable taxes.
- (2) If Pool Operator has an ending over-delivery quantity, Company shall pay Pool Operator for each Dekatherm of over-delivery quantity at a price equal to the "Monthly Contract Index" price for "Columbia Gas Transmission Corp, Appalachia" as reported by <u>Inside FERC's Gas Market</u> Report in the table "Prices of Spot Gas Deliveries to Pipelines" for the month prior to ceasing participation, plus the pipeline transportation commodity rate including fuel and surcharges.

TERMS AND CONDITIONS

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

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RATE 385 POOLING SERVICE (RESIDENTIAL AND GENERAL)

<u>APPLICABILITY</u>

This Pooling Service is applicable to any Supplier 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 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.

CHARACTER OF SERVICE

This Rate Schedule applies to the provision of Pooling Service for Rate 315 or 325 Transportation Customers. Supplier shall deliver to Company gas supplies needed to satisfy the usage requirements of Supplier's Pool Customers, all in accordance with the rules set forth in this Rate Schedule, the Pooling Service Terms and Conditions (Residential and General) contained in Sheet No. 52, and Supplier's Pooling Agreement, a form of which is reflected in Sheet No. 53.

FEES AND CHARGES

Supplier shall be assessed the following fees and charges, on a non-discriminatory basis, based upon Supplier's election, Company's initiation and/or Supplier's balancing activities:

Financial Evaluation Fee:

\$50 for the initial and each subsequent Supplier financial evaluation performed by Company.

Eligible Customer List Fee:

Under the annual option, \$.08 for each name included on the initial list, with updated lists provided the three subsequent quarters at no additional cost. Under the quarterly option, \$.05 for each name included on the list. Such lists shall be produced quarterly; if Supplier desires the list more frequently, Supplier shall reimburse Company for any costs incurred in addition to this per-customer rate.

DDQ Non-Compliance Charge:

\$1 per Dth on days in which no Operational Flow Order (OFO) is in effect (provided no alternate arrangements are made with Company) against: 1) the daily difference between the Pool's DDQ and aggregate deliveries, 2) the daily difference between the minimum allowable volume identified by Company that may be delivered by a specific interstate pipeline or to a specific Company city gate on a Pool's behalf and the Pool's actual deliveries by that interstate pipeline or to that city gate greater than such minimum allowable volume for that day, and 3) the

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RATE 385 POOLING SERVICE (RESIDENTIAL AND GENERAL)

difference between the maximum allowable volume identified by Company that may be delivered by a specific interstate pipeline or to a specific Company city gate on a Pool's behalf and the actual deliveries by that interstate pipeline or to that city gate less than the maximum allowable volume for that day.

OFO Non-Compliance Charge:

\$30 per Dth applied to the difference between Supplier's DDQ and actual deliveries if Supplier over-delivers on days in which a low demand OFO is in effect or under-delivers on days in which a high demand OFO is in effect.

Pool-to-Pool Transfer Fee:

\$10.00 shall be assessed to the selling party for each transaction.

Peaking Supplies Charge:

All peaking supplies (including but not limited to vaporized propane) provided by Company for Supplier's Pool as set out in the Allocation of Peaking Supplies section of the Pooling Service Terms and Conditions (Residential and General) shall be billed to Supplier at Company's fully allocated cost of such supply.

Additional Service Charges:

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

Riders:

The following Riders shall be applied monthly:

- Sheet No. 36 Balancing Cost Rider
- Sheet No. 37 Gross Receipts Excise Tax Rider

Late Payment Charge:

Payment of the total Bill amount due must be received by Company or an authorized agent by the due date shown on Supplier's invoice. If Supplier does not pay the total amount due by the 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.

Returned Check Charge:

The Returned Check Charge contained on Sheet No. 30, Miscellaneous Charges, shall be added to Supplier's account each time a check is returned by the financial institution for insufficient funds.

REQUIREMENTS FOR SUPPLIER PARTICIPATION

In order to qualify for participation under the Pooling Program, Supplier must: 1) pass an initial financial evaluation performed by Company, and any such subsequent evaluation(s) deemed appropriate by Company, to ensure that Supplier possesses sufficient resources to perform its responsibilities and to ensure financial performance hereunder; 2) achieve and maintain a

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RATE 385 POOLING SERVICE (RESIDENTIAL AND GENERAL)

minimum level of at least 100 Customers or 10,000 Mcf annual projected Customer sales per Pool; 3) sign a Supplier Pooling Agreement with Company; 4) maintain comparable firm capacity as set out in the Pooling Service Terms and Conditions (Residential and General); 5) adhere to the terms and conditions of this Rate Schedule and 6) have a computer and telephone line necessary to access Company's EBB. In addition, if Supplier's participation in the Program was previously terminated due to Supplier's default, Supplier shall provide information acceptable to Company that such cause for default has been corrected and will be avoided in the future. Also, for any Non-Mercantile Pool, Supplier must provide a copy of the certificate demonstrating that Supplier is certified by the PUCO to provide retail natural gas service, and maintain such certification status.

All Suppliers must complete and sign Company's Supplier Registration Form and Credit Application to be considered for participation in the Program. Suppliers desiring to participate in the Program will be evaluated by Company to establish credit levels acceptable to Company. Company will apply, on a non-discriminatory basis, reasonable financial standards to assess and examine a Supplier's creditworthiness. These standards will take into consideration the scope of the operations of the Supplier and the level of risk to Company.

Financial evaluations will be based on standard credit factors such as financial and credit ratings, trade references, bank information, unused line of credit, Pool Customer payment history, and related financial information that has been independently audited, if available. Company shall determine creditworthiness based on the above criteria, and will not deny Supplier's participation in the Program without reasonable cause. In order to pass Company's financial evaluation, a Supplier may be required to provide additional security, the form and format of which shall be specified by Company.

Company reserves the right to conduct re-evaluations of Supplier's financial standing from time to time. Such re-evaluation may be initiated either by a request from Supplier or by Company, if Company reasonably believes that the creditworthiness or operating environment of Supplier may have changed. Based on such re-evaluation, Supplier's level of participation may be increased or decreased, additional security may be required or Supplier may be removed from further participation in the Program.

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

POOLING SERVICE TERMS AND CONDITIONS

Supplier shall be subject to the Pooling Service Terms and Conditions (Residential and General) as set forth in Sheet No. 52.

TERMS AND CONDITIONS

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

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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
Remote Meter Installation Charge	(Sheet No. 62, Section 3.B.5.)	\$ 80.00
Investigation Fee Ordinary Investigation Fee Extensive Investigation Fee	(Sheet No. 63, Section 4.A.6.)	\$125.00 \$ 35.00 per hour worked
Reconnection Charge Reconnection at the meter Reconnection at the service line	(Sheet No. 62, Section 3.C. and Sheet No. 63, Section 4.D. and Sheet No. 67, Section 8.D)	
Avoided Customer Charges	months of disco	comer Charges for ontinued service, up to ith a minimum of one
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 \$22.00 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:

<u>During Normal Business Hours</u>	Outside of Normal Business Hours
\$35.00	\$57.00

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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 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, ORC Section 4933.28 or other Company or PUCO approved payment plan arrangements.

Returned Check Charge

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

Unauthorized Gas Usage Charge

Gas usage by Customer during a Curtailment Period in excess of the quantity allowed pursuant to the Curtailment Procedures shall be considered Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge of \$3 per Ccf.

Collection Charge at the Door

If payment is made to an employee whose authorized purpose was to disconnect service and who is authorized to accept such payment, or to an employee dispatched to the premises to accept payment, a charge of \$17.00 may be assessed on each of such visits and shall be payable at the time of such visit.

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GAS COST RECOVERY RIDER

<u>APPLICABILITY</u>

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

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 and applicable Commission Orders.

GCR RATE

The GCR Rate for September 2007 is \$0.94698/Ccf.

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BACKUP SALES SERVICE RIDER

APPLICABILITY

The Backup Sales Service Rider is applicable to Customers being served under Rates 345 and 360, who are deemed: "Human Needs and Public Welfare Customers" as defined by the Commission in Case No. 85-800-GA-COI and certain other "non-Human Needs" Customers who were receiving such service prior to April 16, 2004.

DESCRIPTION

The Backup Sales Service Rider Rate shall be applied to each Ccf of applicable Customer's billed usage each month.

The Backup Sales Service Rider Rate shall be recalculated coincident with Company's quarterly Gas Cost Recovery filings and shall reflect the per unit cost of pipeline storage capacity maintained by Company to provide Backup Sales Service to applicable Customers.

All Backup Sales Service Rider revenues recovered shall be credited to the GCR gas costs.

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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

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 \$0.00 per Ccf.

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BALANCING COST RIDER

<u>APPLICABILITY</u>

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

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 January 23, 2007 is \$.00363 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 served under Company's Rate Schedules, except for the cost of gas billed by Company on Supplier's behalf under the Residential or General Transportation Services (Rates 315 or 325). Further, this Rider shall not be billed to any Customer statutorily exempted from the payment of gross receipts excise taxes.

DESCRIPTION

All applicable charges shall be adjusted for the Ohio gross receipts excise tax at a rate of 4.8767%.

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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 Sales Service
- Rate 315 Residential Transportation Service
- Rate 320 General Sales Service
- Rate 325 General Transportation Service
- Rate 330 Large General Sales Service
- Rate 341 Dual Fuel Sales Service
- Rate 345 Large General Transportation Service
- Rate 360 Large Volume Transportation Service

DESCRIPTION

All applicable Customers shall be assessed a monthly charge in addition to the Customer Charge component of their applicable Rate Schedule that will enable Company to recover costs associated with its accelerated cast iron main and bare steel main and service line replacement program.

The DRR will be updated annually, in order to reflect the impact on Company's revenue requirements of net plant additions as offset by maintenance expense reductions.

DISTRIBUTION REPLACEMENT RIDER RATE

The charges for the respective Rate Schedules are:

Rate Schedule	\$ Per Month
310, Residential Sales	0.00
315, Residential Transportation	0.00
320, General Sales	0.00
325, General Transportation	0.00
330, Large General Sales	0.00
341, Dual Fuel Sales	0.00
345, Large General Transportation	0.00
360, Large Volume Transportation	0.00

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UNCOLLECTIBLE EXPENSE RIDER

<u>APPLICABILITY</u>

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 billed 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 is needed to adjust for prior period over or under collections.

UNCOLLECTIBLE EXPENSE RIDER RATE

The Uncollectible Expense Rider Rate is \$0.01882 per 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 Sales Service
- Rate 315 Residential Transportation Service
- Rate 320 General Sales Service
- Rate 325 General Transportation Service
- Rate 330 Large General Sales Service
- Rate 341 Dual Fuel Sales 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.

PIPP RIDER RATE

The PIPP Rider Rate is \$0.02377 per 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, Ohio Revised Code.

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, Ohio Revised Code, shall be assessed an excise tax rate of \$.00200 per Ccf.

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

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SALES RECONCILIATION RIDER – A

<u>APPLICABILITY</u>

The Sales Reconciliation Rider – A (SRR-A) shall be applicable to all Customers served under the following Rate Schedules:

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

This Rider shall cease after recovery of all amounts authorized for recovery in Case No. 05-1444-GA-UNC.

DESCRIPTION

The SRR-A shall recover the differences between Actual Base Revenues and Adjusted Order Granted Base Revenues for the applicable Rate Schedules.

Actual Base Revenues are defined as weather-normalized monthly base revenues for such Rate Schedules, prior to the SRR-A adjustment.

Adjusted Order-Granted Base Revenues are defined as the monthly base revenues for the applicable Rate Schedules as approved by the Commission's Order in Company's last base rate case, as adjusted to reflect the change in number of customers from the levels approved by the Commission. To reflect the change in number of customers, Order-granted base revenue per customer is multiplied by the net change in number of customers since the like month during the test year, with the product being added to the Order-granted base revenues for such month.

Company shall defer the calculated differences between Actual Base Revenues and Adjusted Order Granted Base Revenues for the applicable Rate Schedules for subsequent return or recovery via the SRR-A. Company shall reflect in a revised SRR-A effective November 1st of each year the accumulated monthly differences between Actual Base Revenues and Adjusted Order Granted Base Revenues.

The accumulated monthly differences for each Rate Schedule shall be divided by projected sales volumes to determine the applicable SRR-A. Projected and actual recoveries by Rate Schedule under the SRR-A are reconciled, with any under or over recovery being recovered or returned via the SRR-A over the next twelve months.

SALES RECONCILIATION RIDER - A RATE

The applicable Sales Reconciliation Rider – A Rate below shall be applied to each Ccf of metered gas usage each month.

Rates in \$/Ccf

Rate Schedules
310 and 315
320 and 325

<u>SRR-A</u> \$0.02294 \$0.00278

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SALES RECONCILIATION RIDER – B

APPLICABILITY

The Sales Reconciliation Rider – B (SRR-B) shall be applicable to all Customers served under the following Rate Schedules:

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

DESCRIPTION

The SRR-B shall recover the differences between Actual Base Revenues and Adjusted Order Granted Base Revenues for the applicable Rate Schedules.

Actual Base Revenues are defined as monthly base revenues for such Rate Schedules, prior to the SRR-B adjustment.

Adjusted Order-Granted Base Revenues are defined as the monthly base revenues for the applicable Rate Schedules as approved by the Commission's Order in Company's last base rate case, as adjusted to reflect the change in number of customers from the levels approved by the Commission. To reflect the change in number of customers, Order-granted base revenue per customer is multiplied by the net change in number of customers since the like month during the test year, with the product being added to the Order-granted base revenues for such month.

Company shall defer the calculated differences between Actual Base Revenues and Adjusted Order Granted Base Revenues for the applicable Rate Schedules for subsequent return or recovery via the SRR-B. Company shall reflect in a revised SRR-B effective November 1st of each year the accumulated monthly differences between Actual Base Revenues and Adjusted Order Granted Base Revenues.

The accumulated monthly differences for each Rate Schedule shall be divided by projected sales volumes to determine the applicable SRR-B. Projected and actual recoveries by Rate Schedule under the SRR-B are reconciled, with any under or over recovery being recovered or returned via the SRR-B over the next twelve months.

SALES RECONCILIATION RIDER - B RATE

The applicable Sales Reconciliation Rider – B Rate below shall be applied to each Ccf of metered gas usage each month.

Rates in \$/Ccf

Rate Schedules	SRR-B
310 and 315	\$0.0000
320 and 325	\$0.00000

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TRANSPORTATION TERMS AND CONDITIONS (LARGE GENERAL AND LARGE VOLUME)

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 the 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, at all times, 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 Delivery Obligation ("MDDO"). The MDDO 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. Company will serve demand above Customer's MDDO only on a best efforts basis.
- 1.4 Upon notice, Customer may choose to increase its MDDO under this Schedule by requesting an increase in writing. Company will accommodate the request when Company has sufficient capacity to serve Customer's increased MDDO. The increase shall take effect in the next billing month.
- 1.5 If necessary to ensure that an adequate volume of gas may be delivered to meet Customer's peak day gas requirements, Company may increase Customer's MDDO to match any actual gas usage that exceeds Customer's then-existing MDDO on any day. Company shall not be required to deliver any volumes in excess of the current or agreed to increased MDDO.
- 1.6 If Customer demonstrates a significant and substantial reduction in peak day gas usage due to reasons other than seasonal or weather-related gas requirements, Company will, at Customer's request, reduce Customer's MDDO to a reasonable level agreed to by both parties. Customer's MDDO reduction shall take effect in the first billing month after the billing month in which the parties agree to the MDDO reduction.
- 1.7 This Transportation Service relates only to gas received by Company at the applicable Interstate 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.
- 1.8 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 GENERAL AND LARGE VOLUME)

Section 2 - INTERSTATE PIPELINE CAPACITY RELEASE SERVICE:

- 2.1 If Customer is a 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 MDDO and may be adjusted in accordance with the provisions of Section 1 of these Transportation Terms And Conditions.
- 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 - BACKUP SALES SERVICE:

- 3.1 "Human needs and public welfare customers," as defined by the PUCO in Case No. 85-800-GA-COI shall be required to receive full backup sales service in accordance with PUCO guidelines established in that proceeding. Full Backup Sales Service provides Customer with Sales Service at the same level of service as a General Sales Service Customer.
- 3.2 Company shall provide backup gas supply when necessary to provide uninterrupted service in the event that 1) Customer's transportation or supply is disrupted, or 2) Customer purchases Sales Service instead of Transportation Service. Customer will pay a Backup Sales Service Charge as set forth on Sheet No. 33.
- 3.3 If Customer employs Backup Sales Service and purchases gas from Company, such gas supply shall be billed pursuant to Company's then effective GCR Rider on Sheet No. 31. Backup Sales Service Charges shall be credited against each Ccf of gas purchased from Company by Customer.

Section 4 - SCHEDULING AND NOMINATING DELIVERIES:

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

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TRANSPORTATION TERMS AND CONDITIONS (LARGE GENERAL AND LARGE VOLUME)

Section 5 - SYSTEM 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 upon PUCO approval 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 point of delivery to Customer's facilities. Measurement and metering accuracy shall be based on the standards set forth in Company's General Terms and Conditions.
- 6.2 Company shall be responsible for installing, maintaining, and operating any telemetering devices or related equipment that may be required by Company to monitor consumption hereunder. Company's metered consumption data shall be used for all billing to Customer.
- 6.3 Customer warrants that all gas delivered on its behalf to Company's gas system shall meet the quality, pressure, and heating value specifications of the applicable FERC Gas Tariff of the interstate gas pipeline(s) delivering Customer-Delivered Gas to Company.

Section 7 - BALANCING:

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

Section 8 - CURTAILMENT:

8.1 Unless it is receiving Backup Sales Service, Customer shall have no rights to gas from Company's system supply during a period of Curtailment. Customer shall be subject to the Curtailment Procedures in Company's General Terms and Conditions.

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. Neither of the following shall be considered a force majeure condition: 1) changes in market conditions that affect the acquisition or transportation of natural gas, or 2) failure of Customer to deliver or consume scheduled gas volumes. The affected party will use diligence to remove the cause 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.

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TRANSPORTATION TERMS AND CONDITIONS (LARGE GENERAL AND LARGE VOLUME)

Section 11 - LATE PAYMENT CHARGE:

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

Section 12 - RETURNED CHECK CHARGE:

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

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.

Section 14 - INDEMNITY:

- 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.
- 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 point of delivery to Customer 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.

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TRANSPORTATION TERMS AND CONDITIONS (LARGE GENERAL AND LARGE VOLUME)

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 Services in general or Transportation Service in particular.

Section 16 - RETURN TO SYSTEM SUPPLY:

- 16.1 If Customer elects to return to Company's Sales Service upon termination of the Service Agreement, Customer must provide Company with written notice at least six (6) months prior to the effective termination date. Customer agrees to remain a Sales Service customer for at least two (2) years thereafter. If Customer fails to remain on Sales Service for the requisite two (2) year period, Customer shall compensate Company for any and all gas costs (including pipeline exit fees) incurred by Company to serve Customer.
- 16.2 Company will use its best efforts to accommodate Customer's return to Sales Service in accordance with the provisions of Section 16.1, but will not guarantee its ability to render such service. Any new Sales Service shall be subject to the receipt of all necessary regulatory authorization.
- 16.3 If requested by Company, the returning Customer will assign to Company any interstate pipeline capacity which Customer owns or uses, in order for Company to provide Sales Service to Customer. This assignment will, at a minimum, remain in effect as long as Customer remains on Sales Service.

Section 17 - OPERATIONAL FLOW ORDERS:

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

Section 18 - OTHER SYSTEM COSTS:

18.1 Customer agrees that if any of its actions, over which it exercises sole control as a Transportation Customer, cause Company to incur costs that Company would not have incurred had Customer complied with its obligations defined in this Agreement, Customer shall: 1) compensate Company for all such higher costs which Company is required to pay, and 2) take all necessary measures to allow Company to avoid incurring similar costs in the future. Further, if Customer is currently a Sales Service Customer and Company incurs any pipeline exit fees or similar charges as a result of Customer's election of Transportation 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 GENERAL, LARGE VOLUME AND POOL OPERATOR)

APPLICABILITY

The following provisions shall apply to each Transporter and to each non-Pooling Transportation Customer being provided Gas Service under Rate 345 or Rate 360. For purposes of these Nominations and Balancing Provisions only, the term "Transporter" shall mean "Pool Operator" and "non-Pooling Transportation Customer."

NOMINATION PROVISIONS

Transporter shall notify Company of the exact daily quantity of gas nominated to be delivered to Company at pipeline delivery points agreeable to Company (Daily Pipeline Nomination). Company may require Transporter 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. Changes to City-Gate Allocations may be made effective annually after four months prior notice, unless extraordinary considerations require a shorter interval or notice period. Company may, based on operational considerations, require modification of Transporter's Daily Pipeline Nominations or deliveries that do not comply with these city-gate allocation percentage requirements.

Transporter shall provide notice to Company prior to each change in Transporter's Daily Pipeline Nomination by submitting to Company the nomination, via Company's EBB, by no later than 11:00 AM Central Clock Time ("CCT") of the workday previous to the start date of the Daily Pipeline Nomination. The nomination shall include information as required in Company's EBB. Notwithstanding the above, Company shall accept nominations submitted after the deadline specified above in accordance with the pipeline's intra-day nomination schedules. Until Transporter submits the required nomination to Company Transporter's nominations of daily quantities shall be zero. Unless otherwise permitted by Company, the Nomination Period shall not exceed thirty-one days.

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

Transporter shall pay a Nomination Error Charge of \$.25 per Dekatherm on the quantity difference between Transporter's final Daily Pipeline Nomination and the confirmed pipeline deliveries under Transporter's Daily Pipeline Nomination for each day such difference occurs ("Error Occurrences"). Transporter shall be allowed two Error Occurrences without charge each twelve months. Documented force majeure conditions and waivers of this charge shall not result in an Error Occurrence.

Transporter shall be assessed a City-Gate Allocation Non-Compliance Charge of \$.50 per Dekatherm on the quantity difference if the Transporter's Daily Pipeline Nomination is less than the minimum or greater than the maximum city gate allocation requirements, which are calculated as the minimum or maximum city gate allocation percentages multiplied by the Transporter's Daily Pipeline Nomination ("Non-Compliance Occurrences"). Transporter shall be allowed two Non-Compliance Occurrences without charge each twelve months. Documented force majeure conditions and waivers of this charge shall not result in a Non-Compliance Occurrence.

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NOMINATION AND BALANCING PROVISIONS (LARGE GENERAL, LARGE VOLUME AND POOL OPERATOR)

BALANCING PROVISIONS

Transporter shall be obligated to balance on a daily and monthly basis its total usage, adjusted to Dekatherms, with the total deliveries of Transporter-Delivered Gas as adjusted to reflect Company's Unaccounted for Gas Percentage. An Imbalance Quantity shall exist when the Transporters' total usage is greater than or less than Transporter's total deliveries on a daily or monthly basis.

The following definitions shall apply:

Daily Index Price: The Daily Midpoint Price per Dekatherm reported in <u>Platts Gas Daily</u>, 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 Transporter pursuant to these Nomination and Balancing Provisions.

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NOMINATION AND BALANCING PROVISIONS (LARGE GENERAL, LARGE VOLUME AND POOL OPERATOR)

DAILY BALANCING PROVISIONS

Transporter shall be obligated to balance its total daily usage adjusted to Dekatherms ("Total Daily Usage") with the aggregated total daily deliveries of Transporter-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 Transporter's Total Daily Deliveries.

Daily Under-Delivery Imbalance: If Transporter'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 20% of Total Daily Usage shall be carried to month-end; Daily Under-Delivery Imbalance Quantities over 20% shall be Cashed out with Company. Transporter shall pay Company for Daily Under-Delivery Gas Quantities greater than 20% of Total Daily Usage pursuant to the following:

- (1) 1.05 times the Daily Under-Delivery Charge for each Dekatherm of Under-Delivery Imbalance Quantity that is greater than 20%, up to and including 30% of Total Daily Usage; plus
- (2) 1.2 times the Daily Under-Delivery Charge for each Dekatherm of Daily Under-Delivery Imbalance Quantity that is greater than 30% 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 Orders. During a Warm Weather OFO, the Daily Under-Delivery Imbalance provisions shall not apply.

Daily Over-Delivery Imbalance: If Transporter'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 20% of Total Daily Usage shall be carried to month-end; Daily Over-Delivery Imbalance Quantities over 20% shall be Cashed Out with Company. Company shall pay Transporter for such Daily Over-Delivery Imbalance Quantities greater than 20% of Total Daily Usage pursuant to the following:

- 0.9 times the Daily Over-Delivery Charge for each Dekatherm of Daily Over-Delivery Imbalance Quantity that is greater than 20%, up to and including 30% of Total Daily Usage; plus
- 2) 0.75 times the Daily Over-Delivery Charge for each Dekatherm of Daily Over-Delivery Imbalance Quantity that is greater than 30% 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. During a Cold Weather OFO, the Daily Over-Delivery Imbalance provisions shall not apply.

Excess Daily Imbalance: If Transporter exceeds the minimum Daily Imbalance percentage of 15% on more than 36 days during a twelve consecutive month period, the Daily Over/Under-Delivery Charge multipliers for that Transporter will be as follows for the next twelve 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 GENERAL, LARGE VOLUME AND POOL OPERATOR)

MONTHLY BALANCING PROVISIONS

Transporter shall be obligated to balance its total monthly usage adjusted to Dekatherms ("Total Monthly Usage") with the actual monthly deliveries of Transporter-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, and (3) prior month Monthly Over-Delivery Imbalance Quantities made available to Transporter or Monthly Under-Delivery Imbalance Quantities made up by Transporter, (collectively, "Total Monthly Deliveries"). A Monthly Imbalance Quantity shall exist when the Total Monthly Usage is greater than or less than Transporter's Total Monthly Deliveries.

Monthly Under-Delivery Imbalance: If the Total Monthly Deliveries for Transporter's account at the end of the month are less than its Total Monthly Usage, the gas shortfall shall be considered Monthly Under-Delivery Imbalance Quantities. Monthly Under-Delivery Imbalance Quantities up to and including 5% of Total Monthly Usage shall be carried forward to the following month; Monthly Under-Delivery Imbalance Quantities greater than 5% shall be Cashed out with Company. Transporter shall pay Company for Monthly Under-Delivery Imbalance Quantities greater than 5% of Total Monthly Usage pursuant to the following:

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

Monthly Over-Delivery Imbalance: If the Total Monthly Deliveries for Transporter's account at the end of the month are greater than its Transporters' Total Monthly Usage, the gas excess shall be considered Monthly Over-Delivery Imbalance Quantities. Monthly Over-Delivery Imbalance Quantities up to and including 5% of Total Monthly Usage shall be carried forward to the following month; Monthly Over-Delivery Imbalance Quantities greater than 5% shall be Cashed out with Company. Company shall pay Transporter for Monthly Over-Delivery Imbalance Quantities greater than 5% of Total Monthly Usage pursuant to the following:

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

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NOMINATION AND BALANCING PROVISIONS (LARGE GENERAL, LARGE VOLUME AND POOL OPERATOR)

OPERATIONAL FLOW ORDERS

Transporter is obligated, when requested by Company through an Operational Flow Order ("OFO"), to nominate and deliver gas supply to Company's city gates in the manner instructed by Company. Company may call a Cold Weather OFO or a Warm Weather OFO where such action is necessary, in Company's sole judgment, to (1) protect the reliability of Company's gas system; (2) comply with Company's Curtailment Procedures, and/or (3) adhere to the various interstate pipeline companies' requirements, as stated in their FERC-approved tariffs. Company shall not otherwise call OFOs for economic or gas cost reasons.

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

If Transporter's Daily Under-Delivery Imbalance Quantity is greater than 5% of actual Total Daily Usage, the shortfall quantities shall be Cashed-out with Company. Transporter shall pay Company the following:

- (1) For each Dekatherm 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 Transporter'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 Dekatherm 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.

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

If Transporter's Daily Over-Delivery Imbalance Quantity is greater than 5% of its actual Total Daily Usage, the excess quantities shall be Cashed out with Company. Company shall pay Transporter for each Dekatherm of Daily Over-Delivery Imbalance Quantities greater than five (5) percent of Total Daily Usage, the Daily Over-Delivery Charge. Transporter shall pay Company the following:

- (1) The higher of (a) all charges incurred by Company and attributable to Transporter'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 Dekatherm 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.

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NOMINATION AND BALANCING PROVISIONS (LARGE GENERAL, LARGE VOLUME AND POOL OPERATOR)

IMBALANCE TRADING

Transporter may trade daily and monthly imbalance quantities, 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 statement of daily and monthly imbalances (i.e. prior to imbalance trades) to Transporter within ten (10) business days following the end of the month.
 - b. Transporter shall complete and submit its daily and monthly imbalance trades to Company within three (3) business days following the issuance of the initial imbalance statement.
 - c. Company shall issue a final imbalance statement of daily and monthly imbalances to Transporter 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 or monthly imbalance quantities. Transporter may not trade to establish an imbalance in the opposite direction of the original imbalance.
- (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, Transporter(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.

WAIVER OF CHARGES

In its reasonable discretion, on a case-by-case basis, Company may waive all or part of any Charge assessable to Transporter pursuant to these Nomination and Balancing Provisions, when such Charges result from situations which occur beyond the reasonable control of Transporter, including, without limitation, an unexpected production outage, equipment malfunction or upstream pipeline error. 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 Transporter. VEDO will retain records of waiver requests received and their dispositions. Daily and Monthly Balancing Provisions may be waived or amended on a case-by-case basis for situations beyond the reasonable control of the Transporter. Such waivers or amendments shall be exercised on a non-discriminatory basis.

DISPOSITION OF CHARGES

Nomination and Balancing Provisions Charges which reflect costs flowed through the Gas Cost Recovery ("GCR") mechanism will be booked to the GCR, including the gas cost portion of all cash-outs relating to imbalances and all incremental gas costs and pipeline penalties reflected in the GCR.

Non-GCR related portions of the Charges will be credited to VEDO's PIPP Rider, including Nomination Error Charges, City-Gate Allocation Non-Compliance Charges, and the non-gas portions of all imbalance cash-outs. Company will not retain amounts associated with nomination and Balancing Provisions Charges, except as necessary to offset pipeline penalties.

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POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

APPLICABILITY

The following Terms and Conditions apply to Suppliers under Rate 385, Pooling Service (Residential and General).

CUSTOMER ENROLLMENT

Enrollment of Non-Mercantile Customers:

Suppliers may take enrollments from Non-Mercantile customers by mail, facsimile, direct solicitation, telephone, and Internet. When soliciting and/or enrolling Non-Mercantile Customers, Supplier must adhere to the requirements set out in Rules 4901:1-29-05 and 4901:1-29-06 of the OAC.

Customer Sign-Up Procedures:

A Customer desiring to participate in the Program may execute a written Supply Contract with a Supplier that states that Customer has agreed to participate in the Program and which sets forth the terms and conditions of Customer's gas supply purchase. Supplier may design the format of the Supply Contract, but at a minimum, it must include the applicable information specified by paragraphs 1, 2, 6, 7 and 8 of the Supplier Code of Conduct. In the alternative, a Customer desiring to participate in the Program may subscribe via telephone or Internet. Under these methods, Supplier must retain proof of Customer consent. The Supply Contract, or alternate proof of Customer consent in the case of telephonic or Internet enrollment, will be used to resolve disputes if the validity of an account sign up comes into question. If requested by Company, the Commission (in the case of Non-Mercantile Customers only) or OCC (in the case of Residential Customers only), Supplier must provide a copy of a specific Supply Contract, or alternate proof of Customer consent in the case of telephonic or internet enrollment, within three (3) business days of any such request.

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

Once complete and accurate information supporting a Customer joining or leaving Supplier's Pool is received and confirmed by Company, the change will be effective with Customer's next on-cycle meter reading after Customer's Enrollment Processing Period. If Customer rescinds its enrollment prior to commencing service with a Supplier, Company shall notify Supplier within two business days of Customer's rescission. Customer will remain with its Supplier until: 1) Customer's name, service address, and account number appear on another Supplier's electronic enrollment file listing; 2) Customer or Supplier notifies Company that Customer should revert to Company's Sales Service; 3) Customer moves out of his current address or 4) Customer joins the PIPP program (See definition of "Pool" on Sheet 59). If PIPP Customers are being served by a Supplier, they must be served in a separate Pool comprised entirely of PIPP Customers. If Customer's current Supplier initiates Customer's termination in the Program,

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POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

Company shall issue a written notification to Customer informing Customer of such change. Customers who on their own initiative decide to terminate their participation in the Program will be permitted to do so without Company making any determination regarding whether Customer is contractually permitted to make such move. Company shall not be liable to Supplier or Customer for allowing Customer to revert to Sales Service.

If Company rejects a Customer from enrollment, the Supplier shall notify Customer within three 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.

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

- Company has received a request to enroll Customer with the named Supplier, and, in the
 case of an enrollment request from a Customer who is currently with another Supplier, a
 statement that Company's records reflect that Customer is currently enrolled with another
 Supplier along with an admonition that Customer should review the terms and conditions of
 the incumbent Supplier's Contract for Customer's obligations under said Contract;
- 2. The date such service is expected to begin;
- Customer has seven 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 Supplier was not requested by Customer; and
- 4. Company's toll-free telephone number, mailing address and website address.

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

Eligible Customer List:

Company shall make available to Suppliers an electronic list of Customers eligible for participation in the Program. Such list shall include information on Customers that meet the size requirements for Residential or General Transportation Service, are not under commitment with a Supplier, are not past due on their utility account and have not requested to have their name and applicable information deleted from any eligible Customer list. Such list shall be updated quarterly and shall, at a minimum, contain the following information regarding each eligible Customer: name, service and mailing address. Customized listings may also be developed by Company at Supplier's request for Residential and General Sales Service Customers meeting specific geographic or other criteria. The fee for such eligible customer list is described in Rate 385.

Content of Renewal Notices:

The written notice to Customer, required by paragraph 8 of the Supplier Code of Conduct, informing him that his Supply Contract is up for renewal, shall satisfy the following requirements in the case of Non-Mercantile Customers. (Complete information regarding the content of renewal notices for Non-Mercantile Customers is contained in Rule 4901:1-29-10 of the OAC.)

1. The envelope or postcard containing the renewal or extension notice must be labeled in a conspicuous place with the words "Important Contract Renewal Information Inside";

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POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

- The renewal or extension notice must be a stand alone document that contains no advertising;
- 3. For Supply Contracts with a renewal period of 6 months or longer, Supplier must provide appropriate written notice to Customers. If there is no material change the notice shall inform Customer how to terminate, renew and/or extend the Supply Contract. If there is a material change and either a cancellation/termination fee greater than \$25 or no option for early cancellation/termination, Customer must provide its affirmative consent to such renewal. If there is a material change with a cancellation termination fee of \$25 or less, two notices must be sent and the notices should highlight the changes and indicate the Customer's Contract will renew unless Customer affirmatively cancels the Supply Contract.
- The notice must clearly disclose any price changes that will be in effect for the new term;
 and
- 5. The renewal period for Supply Contracts with renewal provisions shall not exceed the initial Supply Contract period.

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POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

POOL CUSTOMER BILLING OPTIONS

Supplier may elect one of the following two billing options for its Pool Customers that do not participate in PIPP. Such election shall be applicable to all of Supplier's Pools and Customers.

Option 1 - Company Consolidated Billing:

Pool Customer shall receive one Bill from Company that indicates the name of Supplier from whom Customer is receiving its gas supply and which includes an amount for Supplier's gas supply charges in accordance with the pricing arrangements agreed upon between Supplier and Customer, including any taxes for which Supplier must collect. 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 Supplier who elects this billing option will be limited to a reasonable number of pricing arrangements to which a Customer may be assigned by Supplier.

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

Option 2 - Dual Billing:

Pool Customer shall receive two 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 Supplier's name and a statement that Supplier is responsible for billing 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 Sales Service.
- Supplier shall be responsible for billing and collecting its part of the bill including any arrearages due from Supplier's own prior billings. To facilitate Supplier's portion of

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the billing each month, Company will provide Supplier with an electronic notification of the monthly meter readings of all Customers within 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. 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 Supplier's Pool.

CUSTOMER INQUIRIES AND DISPUTE RESOLUTION

Each Supplier shall cooperate with Company, the Commission (in the case of Non-Mercantile Customers), and the OCC (in the case of Residential Customers) to answer inquiries and resolve disputes. Supplier shall apprise potential Pool Customers of the applicable dispute resolution process set forth below prior to such Customers executing a Supply Contract with Supplier. The following procedures shall be applicable to all inquiries and disputes:

- Supplier shall ensure Customers have reasonable access to their service representatives to make inquiries and complaints, discuss charges on Customer bills, terminate competitive service and transact other pertinent business.
- Supplier must provide its address and a local or toll-free telephonic means for Pool Customers to obtain information on their account and Supplier's dispute resolution process, and Supplier must afford Customers prompt answer times during normal business hours.
- 3. At the time Pool Customer executes its Supply Contract with Supplier or as soon as practical thereafter, Supplier shall provide Customer, in writing, all the information set forth in paragraph (4) below.
- 4. Each Pool Customer's Bill shall list the Commission's local or toll free number and Telecommunication Device for the Deaf/Text Telephone Yoke (TDD/TTY) number, Supplier's consumer service local or toll free phone number, Company's emergency phone number, OCC's local or toll-free number and Commission's and OCC's website addresses and business hours. In addition, each Customer's Bill shall indicate that Customer may contact the Commission, or the OCC in the case of Residential Customers, with respect to any inquiries or problems that they may be experiencing with Company, and Non-Mercantile customers may contact the PUCO, or the OCC in the case of Residential Customers, with respect to any inquiries or problems that they may experience with their current or potential Supplier.
- 5. Supplier must make good faith efforts to resolve disputes and to cooperate with the resolution of any joint issues with Company.
- 6. Within three (3) business days of the date Supplier has received a complaint from a Pool Customer, Supplier shall provide a status report to Customer regarding the complaint, or to Customer and the Commission Staff when the complaint is referred to Supplier by the Commission Staff in the case of a Non-Mercantile Customer.

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POOLING SERVICES TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

CODES OF CONDUCT

Supplier Code of Conduct:

Each Supplier participating in the Pooling Program shall:

- Communicate to Pool Customers, in clear, understandable terms, Customers' rights and responsibilities. This communication shall include: 1) Supplier's customer service address, local or toll-free telephone number and hours of operation; 2) a statement describing the procedures for handling complaints and disputes; and 3) notice that the continuation of this Program is subject to the Commission's approval.
- Provide in writing, pricing and payment terms that are clear and understandable and inform Customers whether the price that Customer will pay is inclusive or exclusive of applicable taxes and approved Company Riders.
- 3. Refrain from engaging in communications, acts or practices that are fraudulent, deceptive, misleading, unfair, or unconscionable.
- 4. Deliver gas to Company on a firm basis on behalf of the Supplier's Pool Customers in accordance with the requirements of Rate 385, these Terms and Conditions, and the Supplier Pooling Agreement.
- 5. Establish and maintain a creditworthy financial position to enable Supplier to indemnify Company for costs incurred as a result of any failure by Supplier to deliver gas or pay invoices in accordance with the requirements of the Program.
- In all Supply Contracts with Pool Customers, provide Customer the right to terminate its Contract with Supplier without penalty if the Program is terminated by the Commission prior to the end of the Supply Contract.
- For all Pool Customers, provide Company and Pool Customer at least 30 days' written notice prior to the end of the term of the Supply Contract of Supplier's intent to discontinue service to Pool Customer.
- 8. For Supply Contracts that may renew for a period of six (6) months or longer, Supplier shall provide appropriate notice to Customer at least forty-five (45) days, but not more than ninety (90) days in advance of its Contract expiration date. Such notice shall, at a minimum, state any renewal period and how Customer may renew, terminate and/or extend the Supply Contract.
- Make good faith efforts to resolve all disputes between Supplier and its Pool Customers and to cooperate with resolution of any joint issues with Company.
- 10. Agree to implement a third-party verification process for Pool Customer sign-ups when conducting a door-to-door marketing/sales campaign and agree to adhere to the Home Solicitation Sales Act as applicable.

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11. Cooperate with the Commission Staff, in developing the Apples to Apples comparison chart, by providing accurate and timely information. Cooperate with the OCC in developing the "Comparing Your Energy Choices" fact sheet, if Supplier serves Residential Customers.

Failure to fulfill any of these obligations shall be considered a violation of the Supplier Code of Conduct, subject to consequences set forth in the Consequences of Supplier's Failure to Perform or Comply section of these Terms and Conditions.

Affiliate Code of Conduct:

Company shall comply with the following Code of Conduct applicable to the Pooling Program:

- 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 pursuant to the Program (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.
- 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.
- 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 Suppliers participating in the Pooling Program, 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.
- 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.
- Company and its affiliate Supplier shall keep separate books of accounts and records.

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POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

- 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 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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CAPACITY AND OPERATING REQUIREMENTS

Comparable Firm Capacity Requirement:

Each month, Supplier agrees to secure sufficient firm interstate pipeline capacity with primary delivery points to Company's city gates and firm supply to meet 100% of that month's Peak Design Day Demand of its Pool Customers, less a percentage during the winter months reflecting the Pool's entitlement to Company's propane or alternate peaking capability as described below (Comparable Firm Capacity Requirement). All obligations of Supplier with respect to such capacity and supply shall be the sole responsibility of Supplier.

On a daily basis, Company will provide Supplier with the revised Peak Design Day Demand for Supplier's Pool effective the following day. This volume will change over time as necessary to reflect Customers joining and/or leaving Supplier's Pool and any changes in Company's peak design day demand parameters.

Company may periodically verify Supplier's compliance with this Comparable Firm Capacity Requirement. Supplier will provide to Company upon request copies of contracts for upstream pipeline capacity not assigned by Company and supply contracts showing the firm quantities reserved or purchased and the specific points of delivery. If Supplier is securing firm city gate supplies, 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.

If Company identifies a firm capacity deficiency, such deficiency shall be resolved to Company's satisfaction by one or a combination of the following, at the Supplier's discretion: 1) immediate acquisition by Supplier of additional firm pipeline capacity, 2) assignment to Supplier of Company's pipeline capacity, 3) delayed enrollment of new Pool Customers, 4) return of existing Pool Customers to Company's Sales Service, or 5) transfer of Pool Customers to another Supplier. If Company identifies a firm supply deficiency, such deficiency shall be resolved to Company's satisfaction by one or a combination of the following, at the Supplier's discretion: 1) immediate acquisition by Supplier of additional firm supply, 2) delayed enrollment of new Pool Customers, 3) return of existing Pool Customers to Company's Sales Service, or 4) transfer of Pool Customers to another Supplier.

Assignment of Pipeline Capacity:

If Supplier elects assignment of firm interstate pipeline capacity for meeting some portion of the usage requirements of Supplier's Pool Customers, Supplier shall take direct assignment of specific interstate pipeline firm transportation and/or storage capacity for a term, unless otherwise agreed to by Company, which is the lesser of: 1) the term of the Supplier Pooling Agreement, or 2) the remaining term of the service agreement with the interstate pipeline applicable to such capacity, less one day, subject to Company's right of capacity recall contained elsewhere in these Terms and Conditions.

Specific terms and conditions of any capacity assignment will be negotiated between Supplier and Company, or its agent, including length of term, price, and recall timing, subject to FERC requirements for capacity release. Company may decline from assigning firm transportation and/or storage capacity if such capacity is needed to meet the needs of its Sales Service Customers or to perform the operational balancing function.

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Supplier may not change any primary points of receipt or delivery associated with assigned pipeline transportation contracts during the term of the capacity assignment. In addition, for specific parcels of capacity identified by Company, Supplier 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 Supplier and Company. The assigned capacity is subject to recall at any time if Supplier does not perform in accordance with the Agreement or fails to comply with the Supplier Code of Conduct and other provisions set forth in these Terms and Conditions.

Supplier may re-release any capacity assigned to it hereunder, provided that: 1) Supplier will continue to be responsible to Company for payment of all pipeline charges associated with the assigned capacity; 2) any re-release of such capacity remains subject to the restrictions identified in the Assignment of Pipeline Capacity section; and 3) the capacity is not needed to satisfy the Supplier's Pool's DDQ on such day(s). Supplier may use other firm pipeline capacity to accomplish its DDQ and re-release portions of its assigned pipeline capacity, subject to the previously mentioned restrictions.

Company Demand Forecast:

Company shall forecast each Pool's Peak Design Day Demand and Expected Demand based upon Company's design day and forecasted weather, respectively; the number of Customers in the Pool; and the historic usage characteristics of the Pool Customers. The Peak Design Day Demand, Expected Demand, and corresponding DDQ shall be based on a single market area upon the implementation of the Program. However, through experience gained with the Program, Company may create separate forecasts and DDQs and require separate Pools for specific market areas.

Company may increase a Pool's June through August DDQs so that it may reduce the Pool's DDQs for the upcoming October and November to accommodate Company's injections into its interstate pipeline storage capacity. Further, Company will strive to keep a consistent DDQ throughout the month for each Pool during the summer months of June through August. Based on experience gained through the first year of this Program, and annually thereafter, Company may adjust the number of summer months in which it strives to keep a Pool's DDQ consistent throughout the month.

Daily Scheduling of Directed Delivery Quantities:

By 10:00 a.m. Central Clock Time (CCT), Company will post on its EBB, 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 Supplier's Pool for that gas day calculated using the Pool's demand equation and forecasted weather; and 2) 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 Dekatherms. At the time of posting the DDQ, Company shall indicate the minimum, maximum or exact volume that shall be delivered by Supplier on each interstate pipeline or to each Company city gate to achieve the DDQ, and shall post any interstate pipeline and/or Company operating constraints that are expected to be in effect the following day(s). The minimum and maximum delivery range by interstate pipeline or Company city gate to achieve the DDQ may be agreed to in advance by Company and Supplier. By 11:00 a.m. CCT each day, and via intra-day nominations thereafter, Supplier shall nominate to Company via Company's EBB the quantity of gas that it has scheduled for delivery at Company's

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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. Supplier agrees to adhere to the nominating guidelines set out in the FERC approved tariff of the applicable interstate pipeline and Company's Extranet Administrative Guidelines and comply with any Company operating and/or interstate pipeline restrictions communicated by Company.

If a Supplier fails to deliver its full DDQ on a day in which an Operational Flow Order is not in effect and no alternate arrangements are made with Company, Company shall supply gas temporarily to the affected Pool Customers and shall bill Supplier for the DDQ deficiency at the higher of either: 1) the fair market price of gas for that calendar month, or 2) the highest incremental cost of gas for that calendar month that Company actually paid for gas supplies, in both cases including pipeline transportation and all other applicable charges. In addition, Supplier will be assessed a DDQ Non-Compliance Charge as set forth in Rate 385. Company shall have the right to immediately and unilaterally invoke Supplier's letter of credit, bond, parental guarantee or alternate financial security in order to enforce recovery from Supplier of the cost of these replacement supplies. If Supplier fails to deliver the specified minimum or exact volume via an interstate pipeline or to a Company city gate as indicated by Company, and no alternate arrangements are made with Company, Supplier shall be assessed the DDQ Non-Compliance Charge as set forth in Rate 385 on such deficiency volume for each day the deficiency occurs.

If a Supplier delivers gas in excess of its DDQ, and no alternate arrangements are made with Company, Company shall acquire the over-delivery quantities from Supplier at the lowest price of gas for that calendar month that Company actually paid for gas supplies. In addition, Supplier will be assessed a DDQ Non-Compliance Charge set forth above in Rate 385. Also, if Supplier delivers a volume via an interstate pipeline or to a Company city gate that is greater than the specified maximum volume indicated by Company for that Pool and interstate pipeline or city gate, and no alternate arrangements are made with Company, Company may refuse to receive the excess volume from the interstate pipeline or confiscate such excess gas, and the DDQ Non-Compliance Charge shall not be assessed on such excess volume. If Company elects to receive such excess volumes, Company will assess the DDQ Non-Compliance Charge on such daily excess volume.

Operational Flow Orders:

Company may issue an OFO in those extreme situations where such action is necessary, in Company's sole judgment, to: 1) protect the reliability of Company's gas system; 2) assure deliveries of gas supplies to all of Company's Firm Customers, and/or 3) adhere to the various interstate pipeline companies' balancing requirements, as stated in their FERC approved gas tariffs under which Company is served. OFOs shall be issued for operational reasons only, and not for financial gain considerations.

Failure to comply with an OFO during periods of high demand will result in the following charges to Supplier against the difference between the Pool's DDQ and actual deliveries: 1) the greater of the highest incremental gas cost incurred by Company on the date of non-compliance or the Daily Under-Delivery Charge, as defined in Sheet No. 51, applicable to the day such under-delivery occurred, 2) the payment of all other charges incurred by Company and attributable to Supplier's non-compliance, including pipeline penalty charges on the OFO

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shortfall; 3) necessary taxes; and 4) the OFO Non-Compliance Charge set forth in Rate 385.

Failure to comply with an OFO during periods of low demand may result in Company: 1) refusing to receive such excess volumes from the interstate pipeline(s) and/or 2) confiscating such excess volumes from Supplier for its general supply requirements without compensation to Supplier. Supplier shall pay any penalty or other charges Company incurs from the interstate pipelines for such excess deliveries attributable to Supplier's over delivery. In addition, Supplier shall pay the OFO Non-Compliance Charge set forth in Rate 385.

When an OFO is in effect during a period of high demand, if Supplier attempts to deliver via an interstate pipeline or to a Company city gate more than the specified maximum or exact volume indicated by Company for that pipeline or city gate, Company will perform its best efforts to receive such excess gas. However, the Pool's deliveries may need to be restricted to the maximum volume indicated by Company.

If Supplier over-delivers volumes during a high-demand OFO, or under-delivers volumes during a low-demand OFO, such helpful imbalances may be resolved through Pool-to-Pool transfers or other arrangements made with Company in advance of the Supplier billing process or accepted by Company and reflected in the volume reconciliations described below in these Terms and Conditions.

In the event Company, acting pursuant to regulations or guidelines then in effect for government agencies having jurisdiction over such matters, utilizes Supplier's gas supplies in order to assure gas supply to Human Needs and Public Welfare Customers as defined by the Commission in Case No. 85-800-GA-COI, Company will reimburse Supplier for such usage upon the presentation of invoices by Supplier documenting its delivered cost for such gas supplies.

Allocation of Peaking Supplies:

During the Winter Season, Company shall reserve a portion of its vaporized propane capacity for Supplier Pools, based on the product of each Pool's then-applicable Peak Design Day Demand and the portion of Company's total design day needs forecasted to be met by vaporized propane that month. The portion reserved shall be applied as a reduction to the Peak Design Day Demand that Supplier must meet pursuant to its Comparable Firm Capacity Requirement.

When the Pool's Expected Demand reaches the volume of Supplier's Comparable Firm Capacity Requirement, Company shall supply the Pool's gas needs in excess of the Supplier's Comparable Firm Capacity Requirements with vaporized propane or alternate peaking supplies. The fully allocated costs of the propane or alternate peaking supply provided by Company hereunder shall be billed directly to Supplier.

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

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POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

Operational Balancing:

Company will provide Supplier with hourly and daily operational balancing for the differences between actual hourly and daily Pool usage and Supplier's DDQ for such Pool. Company will provide this operational balancing using its pipeline enhanced firm transportation, pipeline storage, and other services, as required.

Supplier shall pay the Balancing Cost Rider set forth in Sheet No. 36 for all usage billed to its Pool Customers each month. Company shall adjust the Balancing Cost Rider as appropriate to reflect changes in the rates of pipeline services used in providing the operational balancing.

Measurement of Customer Usage Volumes:

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

Quality of Gas Delivered by Supplier:

Supplier warrants that all gas delivered by or on behalf of 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:

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.

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POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

VOLUME RECONCILIATIONS

Annual Reconciliation:

Company will identify imbalances on an annual basis for each Supplier Pool through calculating the difference between the Pool's Delivered Supplies and its Pool's Usage. At the time of entering into the Supplier Pooling Agreement, Supplier will choose to eliminate any annual imbalances through either one of the following:

- 1) payment from Company for Over-Delivery Imbalance Volumes or billed by Company for Under-Delivery Imbalance Volumes at the weighted average (calculated based on Supplier's monthly deliveries to its Pool) of the "Monthly Contract Index" prices published for "Columbia Gas Transmission Corp, Appalachia" as reported by <u>Inside FERC's Gas Market Report</u> in the table "Prices of Spot Gas Deliveries to Pipelines" for the applicable months during the period, converted to Ccf using the system average Btu factor for the applicable period and adjusted for the necessary taxes; or
- exchange of gas with Company via a storage inventory transfer or delivery over a thirty (30) day period.

Quarterly Reconciliation:

Each February, May and November, Company shall compare the Delivered Supplies and Pool's Usage for each Pool for the three months just ended. If the volume imbalance is significant for a Pool, a daily adjustment may be made to the future DDQs for that Pool to resolve the quarterly imbalance prior to the next annual reconciliation period. Company may refrain from making such average daily adjustment on days in which an OFO is in effect. If the imbalance volume is not significant for a Pool, no adjustment as described herein will be made to the Pool's DDQs; rather, the imbalance volume will be carried forward to the next quarter's review.

Pool-to-Pool Transfers:

Suppliers may elect to transfer (purchase or sell) daily volumes associated with an interstate pipeline or Company city gate and Pool to the Supplier of a different Pool. Company shall adjust the daily deliveries of each Pool to reflect such transfers prior to calculating the OFO and DDQ Non-Compliance Charges for such Pools. However, a Supplier's opportunity to enter into a Pool-to-Pool Transfer shall not restrict Company's ability to refuse to receive excess volumes on a particular day or via a specific interstate pipeline or Company city gate as set forth in these Terms and Conditions, and shall not preclude Company's ability to implement consequences against Supplier due to its imbalance as set out in these Terms and Conditions. All Pool-to-Pool transfers for a calendar month should be communicated to Company by Suppliers of both Pools. A charge per transfer shall be assessed to each party to the trade, as set forth in Rate 385.

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POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

CONSEQUENCES OF SUPPLIER'S FAILURE TO PERFORM OR COMPLY

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

- <u>Non-Mercantile Pool</u>: In the event Company seeks to suspend or terminate a Supplier from
 the provision of service to any Non-Mercantile Pool under the Program, Company shall
 follow the process and timeline set out in Rule 4901:1-27-12(J), OAC. Among other things,
 this establishes the process by which Company must seek authorization from the
 Commission to terminate or suspend a 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 Supplier from the Program, Company shall first notify the Supplier of the alleged violations that merit suspension or termination. Such notice shall be in writing, contain reasonable detail and shall be sent to Supplier at the fax number listed in the 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, Supplier remedies or removes the cause or causes stated in the notice, the Supplier Pooling Agreement and such Mercantile Pool will continue in full force and effect. If Supplier does not remedy or remove the cause or causes within five (5) days, then at the option of Company, the Supplier Pooling Agreement relative to all Mercantile Pools may terminate at the expiration of said five (5) day period.

If Supplier is suspended or expelled from the Program relative to a specific Pool, Customers in such Pool shall revert to Company's Sales Service, unless and until said Customers join another Supplier's Pool. Any termination or cancellation of the Supplier Pooling Agreement relative to some or all of 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.

SUPPLIER WITHDRAWAL OR TERMINATION

If Supplier in total or for a specific Pool is restricted from further participation in the Program or elects to withdraw from the Program, Company shall have the right to recall all pipeline capacity then assigned to Supplier by Company associated with the specific Pool(s) in accordance with the terms of the release agreement. Supplier shall remain responsible for the difference between the market value of the assigned pipeline capacity and the full demand charges applicable to such capacity until the earliest normal expiration date of the Agreement, which shall constitute liquidated damages. Upon withdrawal or termination, any Over-Delivery Imbalance Volume or Under-Delivery Imbalance Volume shall be resolved through the purchase or sale of volumes at the price set out in the Volume Reconciliations section.

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POOLING SERVICE TERMS AND CONDITIONS (RESIDENTIAL AND GENERAL)

FORCE MAJEURE

If either Supplier or Company is unable to fulfill its obligations under the 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. Neither of the following shall be considered a force majeure condition: 1) changes in market conditions that affect the acquisition or transportation of natural gas, or 2) failure of Supplier to deliver or Pool Customers to consume scheduled gas volumes.

The party claiming force majeure will use due diligence to remove the cause of the force majeure condition and resume delivery or consumption of gas previously suspended. Gas withheld from 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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SUPPLIER POOLING AGREEMENT (RESIDENTIAL AND GENERAL)

VECTREN ENERGY DELIVERY OF OHIO, INC.

SUPPLIER POOLING AGREEMENT FOR RESIDENTIAL AND GENERAL TRANSPORTATION

This Agreement is made and entered into thisday of,
200, between Vectren Energy Delivery of Ohio, Inc., hereinafter "Company," and, hereinafter "Supplier."
In consideration of the mutual covenants contained in this Agreement, the Parties agree:
ARTICLE I
Service to be Rendered
In accordance with the provisions of Company's Rate 385, Pooling Service (Residential and General) including the Pooling Service Terms and Conditions (Residential and General) ("Pooling Service Tariff"), a copy of which is attached and incorporated as part of this Agreement, Company is willing and able, pursuant to the terms of this Agreement, to accept gas delivered into its city gate receipt points by Supplier and to redeliver such gas supplies to Supplier's Pool Customers which have elected Transportation Service from Company under Rate 315, Residential Transportation Service or Rate 325, General Transportation Service.
ARTICLE 2
<u>Term</u>
The term of this Agreement shall commence on the first day of the month after execution hereof and, subject to Supplier's continued compliance with the requirements outlined herein for participation in this Program, shall continue in effect thereafter for a primary term of twelve (12) months. Thereafter, this Agreement shall continue from year-to-year, unless terminated by either party, upon at least ninety (90) days advance written notice prior to a contract expiration date, or unless terminated pursuant to the provisions of this Agreement. However, in no case shall any service pursuant to this Agreement be terminated during a winter month (November through March), unless such winter period termination date is mutually agreed upon by both Company and Supplier and/or except pursuant to the other provisions of this Agreement.
Supplier shall be required to incorporate sufficient flexibility into its Supply Contracts with its Pool Customers, so that the operation of the above provision will not contravene Pool Customers' rights under those Contracts.
In the event of a Default, as defined in Article 8 of this Agreement, this Agreement may be terminated in accordance with the provisions of Article 9 of this Agreement. In the event of a termination pursuant to an event of Default, all outstanding obligations of Supplier and amounts due under this Agreement shall become due and payable.
Filed pursuant to the Finding and Order dated in Case No of the Public Utilities Commission of Ohio.

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SUPPLIER POOLING AGREEMENT (RESIDENTIAL AND GENERAL)

In the event this Agreement, in its entirety, is terminated in accordance with the procedures contained herein, Supplier's Pool Customers shall be returned to Company's Sales Service unless arrangements have been made to transfer such Customer(s) into an alternate Supplier's Pool. A Customer shall be permitted to return to Company's Sales Service on a firm basis under the terms of the applicable Sales Service Rate Schedule and other terms of Company's then effective Tariff for Gas Service.

ARTICLE 3

Requirements for Supplier Participation

To participate in this Program, Supplier is subject to all applicable charges, and shall comply with all applicable provisions of Company's Pooling Service Tariff, including the items set out in the Requirements for Supplier Participation and Code of Conduct sections of the Pooling Service Terms and Conditions (Residential and General). Such tariff provisions are incorporated herein by reference. Supplier acknowledges that in its capacity as a Supplier in this Program, it has a continuing responsibility to conduct its business in a legal and ethical manner, and is responsible for complying with all applicable statutes, ordinances, rules and regulations.

In order for Company to complete its financial evaluation, Supplier agrees to provide Company the following information: 1) current audited financial statements for itself or its parent company prepared in the last 12 months; 2) most recent Annual Report, 10K or 10Q for itself or its parent company; 3) list of parent companies and affiliates; 4) names, addresses and phone numbers of three trade references, and 5) names, addresses and phone numbers of financial institution contacts. In the event that any of such information is unavailable from Supplier, Company may permit Supplier to provide other verifiable sources of financial information. Company may require additional information if the preceding is not sufficient to determine Supplier's creditworthiness.

Supplier may satisfy its initial creditworthiness requirement, and receive an unsecured credit limit from Company, by demonstrating that it has and maintains investment grade long-term bond ratings from any two of the following four rating agencies:

Agency	Senior Securities Rating (Bonds)
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch IBCA	BBB- or higher
Duff & Phelps Credit Rating Co.	BBB- or higher

Company shall make reasonable alternative credit arrangements with a Supplier that is unable to meet the aforementioned criteria and with those Suppliers whose credit requirements exceed their allowed unsecured credit limit. Company shall determine the amount of additional financial instruments, if any, needed to support Supplier's participation in the Program based on, but not limited to, the financial and other information provided by Supplier, Supplier's elections pertaining to consolidated versus dual billing and capacity assignment, and Supplier's anticipated level of Customer participation.

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In order to assure that the value of such financial security instruments remains proportional to Supplier's potential liability under this Agreement, the required dollar amounts of such instruments may be adjusted at the sole discretion of Company, including, but not limited to the point at which the volume of capacity assigned by Company changes; Supplier changes its billing option hereunder; or as Customers are added to, or deleted from, Supplier's Customer Pool. Failure of Supplier to adjust the dollar amount of its financial instrument(s) may result in Company limiting the enrollment of additional Customers in Supplier's Pool and/or termination of service hereunder for violation of Supplier's Code of Conduct. However, if any increase in a Supplier's required financial security instrument is material and the result of a change in Company's methodology for assessing Supplier's creditworthiness under this Program (and not as a result of an adverse change in a Supplier's financial condition), and Supplier believes such change in the assessment methodology is unreasonable, Supplier may elect to implement a review period of up to 60 days from date of notification. During such review period, Supplier shall continue to comply with all aspects of this Agreement and forego any additions to its Pool(s). At the end of the review period, or earlier if initiated by Supplier, Supplier shall either increase its financial security as required by Company or adjust its current and future participation to a level consistent with Company's revised requirements.

Supplier agrees to inform Company of any significant change in Supplier's current financial condition. The required dollar amounts of such instruments may also be adjusted at the sole discretion of Company based upon Supplier's demonstrated ability or inability to pay promptly.

In order for Company to remain fully informed on participating Suppliers, Supplier agrees to serve Company with its Annual Report to the Commission coincident with timing of its filing to the PUCO, and any other information provided to the PUCO pursuant to Rule 4901:1-27 of the OAC.

Supplier agrees that, in the event of a Default as defined in this Agreement, Company shall have the right to use the proceeds from Supplier's financial instrument(s) to satisfy Supplier's obligations under this Agreement. The proceeds from such instruments shall be used to satisfy any outstanding claims that Company may have against Supplier, including but not limited to, interstate pipeline capacity charges, imbalance charges, cash-out charges, pipeline penalty charges, reservation charges, and any other amounts owed to Company, for which Company is or will be responsible, related to Supplier's participation in the Program. Such proceeds may also be used to secure additional gas supplies, including payment of the costs of the gas supplies themselves, the costs of transportation, storage, gathering, taxes, and other related costs incurred in bringing those gas supplies into Company's system.

Company reserves the right to use Supplier's assets associated with the Program, including without limitation Customer receivables and Over-Delivery Imbalance Volume, to offset or recoup any costs owed to and/or incurred by Company.

In the event Supplier elects, or is forced, to terminate its participation in this Program in accordance with the provisions of this Agreement, or in the event of a Default resulting in termination of this Agreement, it shall continue its obligation to maintain its financial security instrument until Company confirms that Supplier has satisfied all of the outstanding claims of Company.

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SUPPLIER POOLING AGREEMENT (RESIDENTIAL AND GENERAL)

ARTICLE 4

Supplier's Responsibilities

In exchange for the opportunity to participate in this Program, Supplier agrees to accept the responsibilities as described hereinafter.

Supplier agrees to deliver firm gas supplies into Company's designated city gate receipt points on a daily basis, in accordance with the DDQ for Supplier's Customer Pool(s). Such DDQ shall be based on the Pool's Expected Demand as adjusted for, among other things, operating constraints and the reconciliation of the prior quarter's forecasting variance, if material. Supplier agrees to accept Company's DDQ forecasting methodology.

In the event Supplier discovers or determines that it may not be able to deliver sufficient gas supplies into Company's designated city gate receipt points, as required by this Agreement, it shall immediately provide notice by telephone and by fax to Company of such potential failure.

If Supplier fails to deliver gas in accordance with its Pool DDQ, Company shall supply natural gas temporarily to the affected Pool Customers, and shall bill Supplier, and Supplier shall pay, the charges set forth in Company's Pooling Service Tariff.

In the event that Supplier's Customer Pool has projected daily requirements in excess of the Supplier's Comparable Firm Capacity Requirement, Supplier agrees to allow Company to provide propane or other peaking supplies to meet the incremental volume requirements (the difference between the projected requirements and the Comparable Firm Capacity Requirement). Supplier agrees to pay for the peaking supplies provided to its Pool Customers by Company, as provided in Company's Pooling Service Tariff.

Supplier agrees and understands that if a Customer joins Company's Percentage of Income Payment Plan ("PIPP") after enrolling with Supplier, Customer: 1) will be removed from Supplier's Customer Pool and will be added to the PIPP Pool; and, 2) will be served by the Supplier who was awarded the PIPP Supplier Agreement. Company shall notify Supplier when any of the Customers in Supplier's Customer Pool have joined PIPP and thus, will be served as a member of the PIPP Pool. Supplier shall not assess any penalty to a Customer when a Customer terminates its Supply Contract in order to join the PIPP Pool.

Supplier agrees to identify to Company any Customer(s) desiring to participate in General Transportation Service that has unusual or seasonal only usage prior to such Customer's enrollment in a Supplier Pool.

ARTICLE 5

Volumes Reconciliation

Company will identify volume imbalances as of each July 31st for each Supplier Pool through determination of the difference between the Supplier's Delivered Supplies and its Pool's Usage

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for the annual period just ending. Supplier will have the option to eliminate the imbalances through either: 1) the sale or purchase of the Over-Delivery Imbalance Volumes or Under-Delivery Imbalance Volumes, respectively; or 2) the exchange of gas with Company via a storage inventory transfer or delivery over a thirty (30) day period.

Supplier must specify below which option it has selected and the selected option will apply for the first annual reconciliation made under this Agreement. Supplier may change the option to be used for the next such reconciliation once annually upon the anniversary date of this Agreement. Such notice shall be in writing and signed by an authorized Supplier representative. If Supplier does not change its option as permitted herein, then the latest option selected by Supplier shall apply.

Supplier Selection:

(Circle One)

Option 1 (Cash Out) Option 2 (Exchange)

ARTICLE 6

Customer Billing and Payment to Suppliers

Billing Options

Supplier has two (2) billing options in rendering a bill to a participating Customer, as outlined in Company's Pooling Service Tariff and as detailed below. Such election shall be applicable to all of Supplier's Pools and Customers, with the possible exception that Customers in the PIPP Pool must be billed through the consolidated billing option.

Supplier's two options are: Option 1 – Company Consolidated Billing -- Company will issue the total bill; Option 2 -- Dual Billing -- Supplier will bill its portion of the bill with Company continuing to bill the non-commodity portion of the bill. Supplier may change its election by providing 90 days prior written notice to Company, and shall not change its election more frequently than once each 12-month period.

Supplier Selection: (Circle One)

Option 1

Option 2

(Consolidated Billing)

(Dual Billing)

Consolidated Billing - Supplier Rates

Supplier who elects Company Consolidated Billing option will be limited to a reasonable number of pricing arrangements to which a Customer may be assigned by Supplier. Supplier may use any rate structure currently billed on an automated basis by Company's standard billing system, and Supplier's charges will be subject to the same billing proration rules used by Company in billing Sales Service. In the event Supplier's pricing arrangements require billing system changes, and Company is willing to enhance its system to accommodate Supplier's request, Company and Supplier will negotiate applicable charges for adapting Company's billing system. Nothing in this Agreement shall obligate Company to bill for penalty or termination fees Supplier desires to assess against its Pool Customer. Supplier will provide Company the details of any new rate design 45 days prior to the date the first bill must be rendered using this rate design. After receiving details of such rate design, Company will indicate to Supplier if additional time is required to accommodate such rate design. Further, Supplier will notify Company of its rate each month, by the 20th of each month, or first business

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day prior to the 20th if the 20th is a Saturday, Sunday, or legal holiday, prior to the billing cycle during which the rate is to be effective. Such notification shall be performed through Appendix A of this Agreement and shall be signed by an authorized Supplier representative. If Supplier does not provide necessary rate information by the timeline set out herein, Company shall use the last rate provided under such rate option. All rate information received by Company from Supplier shall be confidential. Company will use rate information provided by Supplier to set the budget bill level for the supply portion of Customers participating in the budget-billing program. Any bills developed by Company under the consolidated billing option shall contain the information set out in Rule 4901:1-29-12.

Company will provide Supplier an electronic pre-bill for each rate change or addition prior to Company's Cycle 21 billings. Supplier must review the pre-bill and acknowledge that the rates are correct or must indicate any errors to Company. All pre-bill confirmations from Supplier must be received by Company two (2) business days before Cycle 01 billing. If Supplier does not notify Company of approval or of any required changes to the pre-bill within the designated time frame, such silence by Supplier shall be deemed to be an approval of the pre-bill.

If Supplier submits an account on the wrong rate or Pool, or fails to provide timely rate information to Company, Supplier is responsible for making Customer financially whole. Company may, at its option, make the adjustment for Supplier at an agreed-upon fee.

Consolidated Billing - Taxes

Supplier's rates shall exclude sales taxes. Company will calculate state and local taxes and add the amount calculated to the gas supply charges.

If Customer claims to be tax exempt, Supplier has sole and complete responsibility for the collection and provision to Company of all necessary documentation regarding Customer's tax-exempt status. Supplier must notify Company of the tax-exempt status of Customers. For 100% tax exemptions, after notification, Company will not apply sales taxes to the tax exempt Customer's bill. Company assumes no responsibility or risk for any misapplication of tax-exempt status to any Customer. Supplier shall hold Company harmless for any assessments, penalties, or risk of any kind whatsoever, related to any misapplication of tax-exempt status to any Customer.

Consolidated Billing - Payment to Supplier

Company shall pay Supplier the month following Customer billing for all amounts billed on Supplier's behalf by Company, subject to the offset or recoupment of any amounts owed to Company, as specified in Article 7 below. In the case of Customers participating in the budget bill program, Company shall remit to Supplier monthly an amount equal to the product of Customer's billed usage and Supplier's commodity rate, adjusted for taxes as applicable. Such payment to Supplier by Company shall occur regardless of payment or non-payment by Customer. However, if, after a notice of at least 14 days, Customer fails to pay for the gas cost portion of the bill, Company may remove Customer from the Program and return Customer to Sales Service under the applicable Sales Service Rate Schedule. Company will electronically notify Supplier of Customer's removal from its Customer Pool.

Company will electronically provide Supplier with each Customer's meter reads for the most recent billing period.

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ARTICLE 7

Payment to Company

Company shall render to Supplier a monthly statement of the quantities delivered and amounts owed by Supplier, if any. All charges owed to Company by Supplier shall be offset against or recouped from Company's payment to Supplier, as described in Article 6 above, if Supplier elects the Consolidated Billing Option. Company and Supplier agree that Company shall have the right to offset or recoup: 1) all amounts or costs being charged to Supplier related to participation in this Program, 2) all amounts or costs owed directly to Company, 3) all amounts or costs for which Company is or will be responsible if not paid by Supplier, including, but not limited to, capacity charges billed by interstate pipeline companies, and 4) all other amounts which Company is entitled to recoup. In the event of a bona fide dispute as to whether Supplier owes money to Company, the process of offset or recoupment of such amounts from Supplier's receivables check shall be tolled pending a good faith review of the dispute. Supplier shall provide a detailed description of the dispute, including disputed amounts, to Company in writing within five days of receipt of such monthly statement. Company will not issue the portion of the receivables check, which is in dispute until said dispute has been resolved.

The receivables portion of Company's payment to Supplier will include payment for all gas billed to Supplier's Customers by Company on Supplier's behalf, including taxes attributable to Supplier's portion of the bill. Supplier agrees to disperse any applicable taxes to the appropriate taxing authorities.

All charges or penalties related to operational balancing, and other services provided by Company, are specified in Company's Pooling Service Tariff.

ARTICLE 8

<u>Default</u>

Default is defined as one or more of the following conditions not cured within the specified number of days after receipt of written notice as provided in the Consequence of Supplier's Failure to Perform or Comply section of the Pooling Service Tariff.

The failure, potential failure or anticipated failure of Supplier to deliver volumes of gas to Company
in accordance with the provisions of Article 4 of this Agreement or the provisions of Company's
Pooling Service Tariff.

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SUPPLIER POOLING AGREEMENT (RESIDENTIAL AND GENERAL)

- The failure to pay to Company amounts due under this Agreement as described in Article 7 of this Agreement.
- The failure to maintain Requirements for Supplier Participation, including the provision of financial security instruments, as described in Article 3 of this Agreement and/or pursuant to Company's Pooling Service Tariff in effect at the time such determination is made.
- Supplier's voluntary filing of a bankruptcy petition, or the filing of an involuntary bankruptcy petition by Supplier's creditors.
- The failure of Supplier to adhere to the Code of Conduct contained in the Pooling Service Tariff.
- To the extent not specifically identified above, the failure of either Company or Supplier to perform, to a material extent, any of the obligations imposed upon either party under this Agreement.

ARTICLE 9

Remedies

In the event of a Default, an alleged Default, or a reasonably anticipated Default, written or faxed notice of such Default shall be served on the other party, describing the Default and declaring it to be the intention of the party giving the notice to terminate this Agreement unless the Default is cured to the satisfaction of the non-defaulting party. In the event a party receives notice of Default, the party alleged to be in default shall have the applicable number of days set out in the Consequences of Supplier's Failure to Perform or Comply section of the Pooling Service Tariff after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating or canceling this Agreement, and if, within said period of time, the party in Default does so remedy or remove said causes to the satisfaction of the other party, then such notice shall be deemed to have been withdrawn and this Agreement shall continue in full force and effect. If the party in Default does not so remedy or remove the cause or causes within said period of time, then, at the option of the party giving notice, this Agreement may, at Company's discretion, terminate immediately as of the expiration of said period. However, Company must file a written request with the Commission for authorization to terminate or suspend Supplier's further Program participation relative to Supplier's Non-Mercantile Pool(s), and receive such authorization prior to suspending or terminating such Supplier's future provision of service to such Non-Mercantile Pool(s). Any termination or cancellation of this Agreement, pursuant to this Article 9 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 this Agreement.

In the event that Supplier files a petition for relief under the federal bankruptcy laws, or Supplier's creditors file an involuntary bankruptcy petition, during the term of this Agreement, and this Agreement has not been terminated for non-delivery of gas supplies, then Supplier shall cause a notice to be filed with the federal bankruptcy court having jurisdiction, and within ten (10) days of bankruptcy court's issuance of an order for relief shall take all actions necessary to declare its intentions with regard to assuming or rejecting this Agreement. Failure to file and take the required action within said ten (10) day period would constitute notice that Supplier intends to reject this Agreement.

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SUPPLIER POOLING AGREEMENT (RESIDENTIAL AND GENERAL)

If this Agreement is terminated due to non-delivery of supplies by Supplier, or if Company is notified of Supplier's intention to reject this Agreement in accordance with federal bankruptcy laws, then Company shall notify Supplier's Pool Customers of such termination and shall return all of Supplier's Pool Customers to Company's Sales Service. Company shall also immediately determine whether or not any capacity previously assigned to Supplier must be recalled, based upon a determination of its necessity for service to such Customers. Supplier shall remain responsible for the difference between the market value of the assigned pipeline capacity and the full demand charges applicable to such capacity until the earliest normal expiration date of the Agreement.

ARTICLE 10

Force Majeure

Neither of the parties hereto shall be liable in damages to the other, except for the actual delivered costs, plus shrinkage, of replacement supplies and flow through of penalty charges, for any act, omission, or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, storms, floods, washouts, civil disturbances, explosions, breakage, or accident to machinery or lines of pipe, gas curtailment imposed by interstate or intrastate pipelines, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension and which by the exercise of Due Diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the party claiming suspension. A delay in implementation of the Program resulting from unresolved information technology problems will not give rise to damage claims by Supplier.

Such causes or contingencies affecting the performance hereunder by either party hereto, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve Supplier from its obligations to make payments of amounts due hereunder.

ARTICLE 11

Customer Information

Supplier agrees to use Customer information, requested by Supplier and received from Company through the list provided under the Eligible Customer List section of the Pooling Service Tariff, solely for the purpose of soliciting Customers, and agrees not to disclose or permit to be disclosed Customer-specific information to any person other than those employees of Supplier who are responsible for soliciting Customers.

Company does not guarantee the accuracy of Customer information provided in response to Supplier's request for a list of customers eligible to participate in the Program, and shall not be liable for any errors in such information.

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SUPPLIER POOLING AGREEMENT (RESIDENTIAL AND GENERAL)

ARTICLE 12

Limitations

This Agreement is entered into solely for the benefit of Company and Supplier and is not intended and should not be deemed to vest any rights, privileges or interests of any kind or nature to any third party, including, but not limited to the Pool Customers that Supplier supplies under this Agreement.

Subject to the provisions of Company's Terms and Conditions, Supplier 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 services provided to Supplier. Supplier agrees to defend, at its own expense, any suit based upon such claims.

Subject to the provisions of Company's Terms and Conditions, Company will indemnify, exonerate, and hold harmless Supplier 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 Supplier arising out of and in the course of their employment with Supplier, for injuries to person or property occasioned by such services provided to Supplier 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 Supplier harmless for any loss, damage, or expense growing out of or in any manner connected with the acts of any employee of Supplier who may go upon or do anything to or with the property of Company.

ARTICLE 13

Succession and Assignment

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. However, no assignment of this Agreement, in whole or in part, will be made without the prior written approval of the non-assignee party. The written consent to assignment shall not be unreasonably withheld.

ARTICLE 14

Applicable Law and Regulations

This Agreement shall be construed under the laws of the State of Ohio and shall be subject to all valid applicable State, Federal and local laws, rules, orders, and regulations. Nothing herein shall be construed as divesting or attempting to divest any regulatory body of any of its rights, jurisdiction, powers or authority conferred by law. In the event that any regulatory agency, including but not limited to the Commission, does not approve, as filed or in a manner acceptable to Company, the Transportation Services to which this Agreement relates, then this Agreement shall be null and void and shall have no effect. Further, future material changes in the laws or regulations applicable hereto,

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SUPPLIER POOLING AGREEMENT (RESIDENTIAL AND GENERAL)

which change the Fundamental conditions in place at the time of the Agreement, will be assessed by the Parties, and Company or Supplier, upon reasonable notice, may seek to terminate this Agreement.

All civil disputes between the Parties shall be filed in Montgomery County, Ohio once administrative remedies have been exhausted.

ARTICLE 15

Notices and Correspondence Legal and contractual notices to Company shall be addressed as follows and sent via fax, U.S. mail or certified mail: Vectren Energy Delivery of Ohio, Inc. One Vectren Square Evansville, IN 47708 Attention: Fax: Daily operational notices and correspondence to Company shall be addressed as identified in the Extranet Administrative Guidelines. Legal and contractual notices and correspondence to Supplier shall be addressed as follows and sent via fax, U.S. mail or certified mail: Attention/Title: _____ Mailing Address: City, State, ZiP: Fax notices to Supplier shall be directed to: (_____)____ Daily operational notices and correspondence to Supplier shall be addressed to the party identified by the Supplier when enrolling in the Extranet, and may be adjusted as set out in the Extranet Administrative Guidelines. Either party may change the aforementioned information for legal and contractual notices, effective upon receipt, by written notice to the other party. Filed pursuant to the Finding and Order dated in Case No. of the Public Utilities Commission of Ohio. Issued by Jerrold L. Ulrey, Vice President Effective: _____

September 28, 2007 PFN Exhibit 3

VECTREN ENERGY DELIVERY OF OHIO, INC. Tariff for Gas Service P.U.C.O. No. 3

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SUPPLIER POOLING AGREEMENT (RESIDENTIAL AND GENERAL)

written. WITNESS:	VECTREN ENERGY DELIVERY OF OHIO, INC.		
	BY:Signature		
Signature	Signature		
	Printed Name and Title		
WITNESS:	SUPPLIER:		
	BY:		
Signature	BY:Signature		
	Printed Name and Title		
•			
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	•		
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SUPPLIER POOLING AGREEMENT (RESIDENTIAL AND GENERAL)

APPENDIX A

Rates for Consolidated Billing

Supplier Name						
Effective Date						
This rate will be effmonth of	fective for the b _, 20	ills rendered by	/ Company	beginning	with cycle	01 for the
New Rate (Y,N)	Rate Na	<u>me</u>		<u>Rate ir</u>	1 \$/Ccf	
			-			
Calculation (to be retu	ırned to Supplier f	or approval)				
	-					
BY:		(Sign	nature)			(Date)
(Printed Name and Tit	tle):					
Filed pursuant to the f	Finding and Order of Ohio.	dated	in Case	No	of th	e Public
issued:	issued by .i	erroid i Uirev \	/ice Presider	nt Effectiv	ve·	

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UNACCOUNTED FOR GAS PERCENTAGE

APPLICABILITY

The Unaccounted for Gas Percentage shall be applicable to Choice Suppliers, Pool Operators, and to all non-Pooling Transportation Customers served under Rate 345 and Rate 360.

DESCRIPTION

A percentage of the quantities received by Company from applicable parties at a point of receipt on Company's distribution system shall be retained by Company to compensate for unaccounted for gas.

The Unaccounted for Gas Percentage stated below shall be adjusted periodically by Company, through updating of this Sheet No. 54 after approval by the Commission, 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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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:

Abbassistians			
GCR Mcf OAC OCC ORC PSIG	British thermal unitOne hundred cubic feetCubic foot	ission	
Period	II – The form of energy used by Cus is. Gas Service provided by Company ernate Fuel.		
month	 Customer's actual total gas usages, or Company's estimate of Customs when actual usage information is not 	er's total gas usage for tw	
	mized list or statement of fees and ch r by electronic means.	arges for Gas Service. A	Bill may be rendered by
pound	nal Unit – The average amount of he of water by 1° Fahrenheit, in the tem s per square inch absolute pressure.		
	he monetary settlement of over-deliv any and Pool Operators or Transportat		as imbalances betweer
	: Time (CCT) – Central Daylight Time ard Time whe n daylight savings time is		e is in effect and Centra
	to the Finding and Order datedission of Ohio.	in Case No	of the Public

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Effective:

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GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

DEFINITIONS (Continued)

- 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 governmental agency, and any Customer not covered by another classification. When Gas Service is supplied through one 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-Supplied Gas Gas purchased by Company and distributed to Customer for end-use.
- 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 Supplier secure firm interstate pipeline capacity with a primary delivery point of Company's city gates and firm supplies to meet 100% of Supplier's Pool's Peak Design Day Demand for the applicable month, less a percentage during the winter months reflecting the Pool's entitlement to Company's propane or alternate 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 Rule 11 of Company's General Terms and Conditions.
- 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.
- Cycle Month The period of time between the scheduled meter reading dates for Customer. These reading dates are approximately 30 days apart, but will not likely 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.

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GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

DEFINITIONS (Continued)

- DDQ or Directed Delivery Quantity The daily quantity of gas in Dth that Supplier must deliver to Company's city gates, as specified by Company, to meet the Expected Demand of Supplier's Pool, adjusted for prior imbalances associated with volume reconciliations, operating constraints, system knowledge/experience, and Company's Unaccounted for Gas Percentage.
- **Delivered Supplies -** The sum of the daily DDQs plus vaporized propane or alternate 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.
- **Distribution Replacement Program** PUCO approved program for the accelerated replacement of cast iron mains, and bare steel mains and service lines. Also encompasses replacement of natural gas service risers.
- **Electronic Bulletin Board (EBB or Extranet)** Company's electronic communications software that facilitates nominations, confirmation and other administrative functions associated with Transportation Service.
- Enrollment Processing Period The number of days required to process a Customer's enrollment in the Pooling Program. This process commences with the submission to Company by Supplier of appropriate information for an eligible Customer and ends with the termination of Customer's rescission period. The process will take up to 12 business days, and includes 7 business days from the date Company sends Customer a letter indicating Customer may rescind its Program enrollment or change in Suppliers.
- **Expected Demand -** A Pool's forecasted usage for a particular gas day, as determined by Company.
- **Gas Cost Recovery** Gas cost recovery process as established under Chapter 4901:1-14 of the Commission's Regulations and as reflected in Sheet No. 31 of this Tariff for Gas Service.
- 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 Company's point of delivery to Customer, irrespective of whether any such gas is actually consumed.
- **Group 1** Company's designation for a Customer meter with a rated capacity of 450 Cfh or less.
- **Group 2** Company's designation for a Customer meter with a rated capacity of greater than 450 Cfh and less than or equal to 1,100 Cfh.
- **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° Fahrenheit.

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GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

DEFINITIONS (Continued)

- Industrial Customer A Customer primarily engaged in a process that creates or changes raw or unfinished materials into another form or product.
- **Maximum Daily Delivery Obligation ("MDDO")** 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.
- Mercantile Pool A Pool that contains any Customers meeting the definition of a Mercantile Customer.
- **Miscellaneous Charges** Charges common to all Rate Schedules, relating to, among others, late payments, reconnection of service, returned checks, 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 Flow Order (OFO)** An order issued by Company via its EBB, fax machine, or telephone to Pool Operator or Transportation Customer specifying reduced imbalance tolerance levels during critical situations.
- 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 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 -** means the then-effective forecasted peak design day usages of a Customer Pool as calculated and communicated by Company.
- Pool 1) A group of Transportation Customers aggregated by a Pool Operator for gas supply management purposes, or 2) A group of Customers receiving Gas Service pursuant to Rate 315, Residential Transportation Service, and/or Rate 325, General Transportation Service, who have been joined together with other Customers subscribing to the same Transportation Service by a single Supplier for gas supply management purposes.
- **Pool Customer -** A recipient of Transportation Service provided by Company under Rates 315 or 325 who receives gas supply from a Supplier as a member of a Pool.

Pool Operator – A marketer, supplier, or Transportation Customer that provides gas supply management for a Transportation Customer 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' billed Ccf usage for the Cycle Months during the applicable period, grossed up by Company's Unaccounted for Gas Percentage for the same period.
- **Pooling Program** or **Program** The services provided under Rate 385, Pooling Service (Residential and General Transportation), Rate 315, Residential Transportation Service, and Rate 325, General Gas Transportation Service.
- Premises The main residence or living quarters for 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 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.
- **Rider** A rate applied to Customer's Bill that recovers or passes back Company costs and revenues approved by the Commission
- Sales Customer A Customer subscribing to a Sales Service Rate Schedule.
- **Sales Service** Gas Service involving the delivery by Company to Customer of Company-Supplied Gas.
- Service Area Areas in which Company has Gas Service available or may offer Gas Service.
- **Spaceheating** The use of Gas Service as fuel for the heating of some portion or all of Customer's Premises.
- Summer Season The months of April through October, inclusive.
- **Supplier -** A marketer, supplier, broker, aggregator or governmental aggregator that meets the Requirements for Supplier Participation set out in Rate 385.
- **Supplier Pooling Agreement** or **Agreement** An agreement between Company and Supplier that defines the mutual responsibilities and obligations of those parties relative to services provided under Rate 385--Pooling Service (Residential and General).

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GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

DEFINITIONS (Continued)

Supply Contract or Contract - A contract between Pool Customer and its Supplier that defines the mutual responsibilities and obligations of those parties relative to Customer's purchase and Supplier's sale of gas supplies for delivery to Customer pursuant to Rate 385 and the applicable Transportation Service Rate Schedule.

Throughput – The Sum of Customer's Sales and Transportation volumes.

Transportation Customer – A Customer subscribing to a Transportation Service Rate Schedule.

- **Transportation Service** Gas Service involving the delivery by Company to Customer of Customer-Delivered or Pool Operator-Delivered gas.
- **Unaccounted for Gas Percentage** The portion of Supplier's city gate deliveries retained by Company to compensate Company for gas lost, used, and unaccounted for in operations. The currently effective Unaccounted for Gas Percentage is contained in Sheet 54.
- **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, inclusive, used only for Pooling Service Agreement and Choice Peaking Supply purposes.

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GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

1. <u>APPLICATION AND CONTRACT FOR SERVICE</u>

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. 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 the Rate Schedules and Company's General Terms and Conditions.

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 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 covering 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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September 28, 2007 PFN Exhibit 3

VECTREN ENERGY DELIVERY OF OHIO, INC. Tariff for Gas Service P.U.C.O. No. 3

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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.
- 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 his 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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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 his presence with a certified and sealed meter prover. 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. Customer will be informed at the time he requests the meter test that the Gas Meter Testing Charge may be applicable.

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 month period. Company may exercise discretion, as permitted by Rule 4901:1-18-4(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's employee or agent is unable to actually read the meter, 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 him 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 attempt to arrange a reasonable schedule of payments if requested by Customer.

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 meter reading. If a meter reading is not obtained for nine (9) consecutive months, Company will personally contact Customer to make arrangements to obtain a meter reading and inform Customer of the consequences, as described below, if a meter reading is not obtained for twelve (12) consecutive months. If a meter reading is not obtained for twelve (12) consecutive months, Company may install a remote meter reading device for which Customer will pay the Remote Meter Installation Charge contained on Sheet No. 30. Customer may pay this Charge immediately or Company shall add the Charge to Customer's next monthly Bill. If Customer fails to make arrangements for Company to either obtain a meter reading or install a remote meter, 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. Where Customer meets the requirements of more than one Rate Schedule, Customer shall select the Rate Schedule upon which his 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 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 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 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 otherwise will estimate usage or allow Customer to provide the final meter read, subject to Company's review for reasonableness and, as soon as practicable thereafter, prepare and issue a final Bill for all Gas Service supplied to the Premises. If Customer requests 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 three (3) 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. <u>DISCONNECTION-RECONNECTION OF SERVICE</u>

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, his agents, employees or any person acting in concert with them 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.

The procedures applicable to Company's resolution of claims of fraudulent or damaging practices are:

- No Investigation Charge shall be assessed against any Customer, and no Customer shall have his 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 business days prior to assessing an Investigation Charge 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.
- 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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GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

4. <u>DISCONNECTION-RECONNECTION OF SERVICE (Continued)</u>

- A. Discontinuance of Service Because of Fraud, Loss or Damage (Continued)
 - The actual cost of repair or replacement of Company's damaged equipment, if any; and
 - 2) Makes arrangements to pay the investigation charges as provided for in Sheet No. 30.
 - e. One of the following statements, as appropriate:
 - "If you do not avail yourself of the opportunity to meet with Company or contest the allegations in the next three 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
 - "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. After three business days from the receipt of the written notification referred to in 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;
 - The opportunity to present documents;
 - 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 full business days after notifying Customer of Company's conclusion and proposed action.

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GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

4. <u>DISCONNECTION-RECONNECTION OF SERVICE (Continued)</u>

- 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 within three business days after being notified in writing of the allegation of fraud and/or theft.
 - Where service which had been previously disconnected has been reconnected by someone not authorized by Company.
 - d. Where the service had 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 is defined as either an admission by Customer; or documentation evidencing 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 Company's General Terms and Conditions.

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, because of conditions beyond Customer's Premises, such discontinuance of Gas Service is 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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GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

4. <u>DISCONNECTION-RECONNECTION OF SERVICE (Continued)</u>

- To make necessary or desirable repairs, alterations or extensions; provided Company will provide prior notice if the work is expected to exceed six hours.
- 2. For Residential Customer delinquency as defined in Section 4.E. 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 and/or Company's General Terms and Conditions applying at any time to Customer's Gas Service.
- During Curtailment Periods.
- 5. When such Gas Service is in conflict or incompatible with any order of the Commission, ordinances or resolutions of any municipality, the laws of the State of Ohio, or any political subdivision thereof, or of the Federal Government or any of its agencies.
- 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.

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 a disconnect and desires to be reconnected at the same address, Company will charge and Customer will pay the Reconnection Charge contained on Sheet No. 30. The Customer will also be charged the applicable Customer Charge for each month of discontinued service, not to exceed nine months. The minimum assessment shall be one month's Customer Charges. Company shall inform Customer at the time of the request that the Reconnection Charge and Customer Charge assessment will be applicable. An 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 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 4901:1-17 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 current copies of Chapters 4901:1-17 and 4901:1-18 of the OAC in each of Company's offices where it is required to have copies of its Tariff for Gas Service available to the public.

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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 there is a likelihood of damage. 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, Customer shall provide for such relocation at his expense.

B. Installation

- Company will install only one meter or one unified set of meters and metering equipment for one class of service for each Customer at one delivery point. The meters and metering equipment furnished and installed by Company will at all times remain the property of Company.
- 2. 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 Company's booklet entitled "Information and Rules for the Installation of Gas Piping," copies of which are available upon request by contacting Company's Customer Service.
- 3. 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.
- 4. 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.

Customer shall install a meter spread, with a valve on the inlet side of meter.

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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 pipe on the Premises to be served. In order to avoid delay and unnecessary expense, Customer or his representative or agent shall consult with Company and request that Company designate the location of such service pipe.

B. Point of Delivery

The point of delivery 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 pipe.

C. Installation

- 1. Normally, only one service line will be permitted for a Premise.
- 2. All service installations will be subject to the approval of Company and will conform to the codes and regulations in effect in the area served and the standards contained in the latest revision of Company's booklet entitled "Information and Rules for the Installation of Gas Piping," copies of which are available upon request by contacting Company's Customer Service.
- Company or persons authorized by it will make the final connections and any necessary alterations at the point of delivery. Customer may not alter or interfere with this connection in any way.
- Company will make the final connection to initiate Customer's Gas Service. Customer
 may not make any unauthorized connection which initiates his Gas Service.
- 5. Company reserves the right to install the service facilities which, in its judgment, are adequate to supply Customer's active load.
- Company's policies relating to the extension of gas facilities are set forth in Section 9.

D. Inspection Test

Company will require an inspection and pressure test on each new Customer-owned gas service pipe, and will approve said pressure test, prior to the initiation of Gas Service.

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GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

6. SERVICE PIPE-LOCATION AND INSTALLATION

E. Changes

- 1. If Company initiates changes in the location of its distribution facilities, Company will change the location of the service pipe at its expense.
- 2. For any reason other than that described in Paragraph (1), all expenses incident to relocating Customer's service pipe shall be paid by Customer. Customer shall consult Company, and Company shall advise him of the new point of delivery and the point at which Company's service pipe will be connected to Customer's piping.
- 3. Where one 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. 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.

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GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

7. **EQUIPMENT ON CUSTOMER'S PREMISES**

A. Responsibility After Gas is Delivered

- 1. Customer shall provide, install, repair and replace his service pipe (until such time as Company replaces and assumes ownership of the service pipe as part of its Distribution Replacement Program) and all other piping, appliances and devices necessary to receive the service from and after the point of delivery, except equipment necessary for metering purposes and other devices owned and maintained by Company. Customer shall also provide, install, repair and replace all appliances and devices necessary to use the service provided. 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) SERVICE PIPE (DURING CUSTOMER'S TERM OF OWNERSHIP), (2) PIPING, (3) APPLIANCES OR (4) DEVICES AFTER THE POINT OF DELIVERY, OR FOR ANY DEFECTS THEREIN.
- 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, 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 his 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. If and when Company replaces and assumes ownership of the service line under the Distribution Replacement Program, Company shall install regulator or regulators at Company's expense.
- 4. When it is necessary to install a pressure relief device, 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. If and when Company replaces and assumes ownership of the service line under the Distribution Replacement Program, Company will install pressure relief devices where necessary.
- 5. When it is necessary to vent a regulator, such venting material shall be installed and maintained by Customer in a manner satisfactory to Company. If and when Company replaces and assumes ownership of the service line under the Distribution Replacement Program, Company will install and maintain such venting material.
- Company shall be responsible for installation, repair, and replacement of service pipe, regulator(s), pressure relief devices, and venting material on and after the date the service pipe is replaced under Company's Distribution Replacement Program.

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GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

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.

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.

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 in accordance with and conform to the provisions and requirements of applicable Federal, State, County and Municipal Codes and shall at all times comply with Company's General Terms and Conditions and the standards contained in Company's booklet entitled "Information and Rules for the Installation of Gas Piping," 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 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 plping 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.

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GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

8. **EQUIPMENT ON CUSTOMER'S PREMISES (Continued)**

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.
- 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, his 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 change 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

- 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 the 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 his service facilities.

Customer at his expense will change his service facilities 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 Company's booklet entitled "Information and Rules for the Installation of Gas Piping," 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 general service.
- 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. <u>USE AND CHARACTER OF SERVICE (Continued)</u>

Company's authorized agent will, upon request, show his Company identification and state the reasons for requiring access.

- Company reserves the right to require Customer to install at his 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 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.
- 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.
- 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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9. <u>EXTENSIONS OF GAS DISTRIBUTION MAINS</u>

- 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 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. The Applicant and Company must agree on meter location and point of delivery of gas before any piping is laid or installed on the Premises to be served.
- B. Company shall make an extension of one hundred (100) feet or less 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 Customer the option of making the required payment in the form of: a) a one-time deposit, or b) a monthly payment. An Applicant who is not an end-use 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 his successor and shall be considered part of the utility bill subject to disconnection of service for non-payment

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<u>APPLICABLE TO GAS SERVICE</u>

9. <u>EXTENSIONS OF GAS DISTRIBUTION MAINS (Continued)</u>

- 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:
 - 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.
 - 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 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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GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

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. EXTENSIONS 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 Ohio Revised Code.

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 point of delivery 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 latest revision of Company's booklet entitled "Information and Rules for the Installation of Gas Piping," copies of which are available at any of Company's offices. 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 Gas Service will be made available to individual trailers in House Trailer Parks. Company will determine the type of distribution to be installed and the location of the meters, regulators and other equipment. All piping and equipment downstream of Company's point of delivery shall be furnished, installed and maintained by, and at the expense of, the park owner or operator, and shall be installed in accordance with local codes and the standards contained in the latest revision of Company's booklet entitled "Information and Rules for the Installation of Gas Piping," copies of which are available upon request by contacting Company's Customer Service.

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 fifty (50) feet of distribution facilities 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 without refund.

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. Annual gas load of trailers receiving Individual Meter Service will not be considered in determining extension allowances under Section 9.

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GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

11. CURTAILMENT PROCEDURES

When sufficient capacity or quantities of gas are not available to Company to meet existing and reasonably anticipated demands for Gas Service or to protect and replenish Company's gas storage reserves, which determinations shall be within Company's reasonable discretion, Company shall have the right to curtail Gas Service within any of its Operational Systems so affected in accordance with the provisions of this procedure.

- A. <u>Definitions</u>. For the purpose of this Procedure, the following terms shall have the meanings defined below:
 - (1) Firm Curtailment Customer. A Firm Curtailment Customer shall mean any Customer being served under Rate 320, 325, 330, 345, or 360 whose Average Daily Throughput in any billing month during or subsequent to the Base Period exceeds 1,000 Ccf.
 - (2) Average Daily Throughput. The Average Daily Throughput for any Base Period billing month shall be the Firm Curtailment Customer's metered Throughput during such month divided by the number of days in the month.
 - (3) **Base Period**. The Base Period is any twelve consecutive billing months as established by Company.
 - (4) **Normal Monthly Throughput**. The Normal Monthly Throughput shall be the Firm Curtailment Customer's metered Throughput during each billing month of the Base Period. These quantities may be adjusted by Company for unusual circumstances.
 - (5) **Human Needs Customers**. Human Needs Customers shall include hospitals, medical centers, nursing homes, and other Customers as determined by Company, whose Curtailment could adversely affect public health or safety.
 - (6) Gas Supply Curtailment. Curtailment resulting from insufficient quantities of Company-Supplied gas to meet the demands of Company's Sales Customers or temporarily supplied Choice Customers.
 - (7) Capacity Curtailment. Curtailment resulting from insufficient system capacity to supply Gas Services to Company's Gas Service Customers.
 - (8) Plant Protection Level The minimum quantity of Gas Service for Firm Curtailment Customers required by Customer to prevent endangering the health or safety of personnel, or to prevent extensive damage to Customer's facilities, equipment, or other property. This includes the protection of such material currently in process at the time a Curtailment is called which would otherwise be destroyed, but shall not include Gas Service required to maintain plant production.

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GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

11. CURTAILMENT PROCEDURES (Continued)

B. <u>Curtailment Sequences</u>. Company shall have the right to curtail Gas Service to its Customers according to the following sequences. Such Curtailment shall be effective as of the date and time specified in the notice to Customer. When necessary in the sole opinion of Company, Gas Service shall be maintained to Human Needs Customers or other Customers who would otherwise be curtailed, to the extent necessary and practicable under the circumstances.

B1. Gas Supply Curtailment Sequence.

- (1) First, Rate 345 and Rate 360 Non-Pooling Customers and Pool Operators' Pools shall be subject to the Cold Weather OFO set forth in Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator).
- (2) Next, Rate 341 Customers' purchases of Company-Supplied Gas for Spaceheating shall be interrupted 100%.
- (3) Next, as determined by Company, all Rates 320 and 330 Firm Curtailment Customers' purchases of Company-Supplied Gas shall be limited to either:
 - (a) their respective Average Daily Throughput each day over any portion of the billing month, or
 - (b) their respective Normal Monthly Throughput.
- (4) Next, as determined by Company, all Rates 320 and 330 Firm Curtailment Customers' purchases of Company-Supplied gas shall be curtailed prorata, either:
 - (a) on a daily basis for any period specified by Company by application of a uniform percentage curtailment to their respective Average Daily Throughput, or
 - (b) on a billing month basis by application of a uniform percentage curtailment to their respective Normal Monthly Throughput.

At this point in the Curtailment sequence, Firm Curtailment Customers shall not be curtailed to a daily quantity less than their respective Plant Protection Levels.

- (5) Next, all Rates 320 and 330 Firm Curtailment Customers' purchases of Company-Supplied Gas shall be curtailed to a daily quantity equal to their respective Plant Protection Levels.
- (6) Next, Rate 345 and Rate 360 Non-Pooling Customers and Pool Operators' Pool Customers' transportation gas quantities on Company's system shall be limited to Customers' respective Plant Protection Levels, and the remainder of their delivered gas supply shall be diverted to use for Company supply.
- (7) Next, Rate 325 Customers' transportation gas quantities on Company's system shall be limited to Customers' respective Plant Protection Levels, and the remainder of their delivered gas supply shall be diverted to use for Company supply.
- (8) In the event further Curtailment is required to maintain Gas Service, Company shall be entitled to curtail or interrupt Gas Service to any Customer.
- (9) Compensation for the diversion of Customers' transportation gas quantities as provided for in Rule 11(B1)(6) and (7), will be in the amount of:
 - (a) Daily Index Price: The Daily Midpoint Price per Dekatherm as reported in <u>Gas Daily</u> in the table "Daily Price Survey", for delivery to the pipeline on which the diverted gas was delivered:
 - 1) Texas Gas, Zone SL; or

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GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

11. CURTALMENT PROCEDURES (Continued)

- 2) ANR, La; or
- 3) Panhandle, Tx-Okla; or
- 4) Texas Eastern, ELA; or
- 5) Columbia Gas, Appalachia.
- (b) The maximum interruptible transportation rate, including all applicable surcharges, for the pipeline on which the diverted gas was delivered to; plus
- (c) The average premium paid by Company (stated on a per therm basis) to firm gas suppliers.

Such gas costs shall be recoverable through Company's Gas Cost Recovery filings.

B2. Capacity Curtailment Sequence.

- (1) First, Rate 345 and Rate 360 Non-Pooling Customers and Pool Operators' Pools shall be subject to the Cold Weather OFO set forth in Nomination and Balancing Provisions (Large General, Large Volume, and Pool Operator).
- (2) Next, Rate 341 Customers' purchases of Company-Supplied Gas for Spaceheating shall be interrupted 100%.
- (3) Next, as determined by Company, all Firm Curtailment Customers' transportation quantities or purchases of Company-Supplied Gas, as applicable, shall be limited to either:
 - (a) their respective Average Daily Throughput each day over any portion of the billing month, or
 - (b) their respective Normal Monthly Throughput.
- (4) Next, as determined by Company, all Firm Curtailment Customers' transportation quantities or purchases of Company-Supplied Gas, as applicable, shall be curtailed prorata, either:
 - (a) on a daily basis for any period specified by Company by application of a uniform percentage curtailment to their respective Daily Throughput, or
 - (b) on a billing month basis by application of a uniform percentage curtailment to their respective Normal Monthly Throughput.

At this point in the Curtailment sequence, a Firm Curtailment Customer shall not be curtailed to a daily quantity less than its Plant Protection Level.

- (5) Next, all Firm Curtailment Customers shall be curtailed to their respective Plant Protection Levels.
- (6) In the event further Curtailment is required to maintain Gas Service, Company shall be entitled to curtail or interrupt deliveries of Gas Service to any Customer.

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GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

11. CURTAILMENT PROCEDURES (Continued)

- C. Curtailment Notification.
 - (1) Company shall give notification of Curtailment in the most effective manner possible and as much in advance as reasonably possible with regard to the existing circumstances and the number of Customers to be notified.
 - (2) If reasonably possible, Firm Curtailment Customers shall be given seven days advance notice of any Curtailment.
 - (3) In the event of Curtailment of Firm Curtailment Customers, Company shall provide notice to each Firm Curtailment Customer of its Normal Monthly Throughput and Average Daily Throughput.
- D. Lifting of Curtailment. Any Curtailment shall be lifted in reverse order of the Curtailment Sequence.
- E. Unauthorized Gas Usage.
 - (1) <u>Assessment of Unauthorized Gas Usage Charge</u>. When a Curtailment is in effect pursuant to the provisions of paragraph B of this Procedure, gas usage by Customer in excess of the quantity permitted for such Customer shall constitute Unauthorized Gas Usage and shall be subject to the Unauthorized Gas Usage Charge set forth in Sheet No. 30.

During the Curtailment Period, Customer shall have no entitlement to Unauthorized Gas Usage. In the event Customer continues Unauthorized Gas Usage, Company may, in its sole discretion, discontinue Gas Service to Customer. The assessment of the Unauthorized Gas Usage Charge and the exercise of the right to discontinue Gas Service by Company shall be in addition to any other rights Company may have with respect to Customer's Unauthorized Gas Usage.

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GENERAL TERMS AND CONDITIONS APPLICABLE TO GAS SERVICE

12. 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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ALTERNATIVE REGULATION PLAN PROPOSALS

1. <u>Distribution Replacement Rider</u>

Vectren Energy Delivery of Ohio, Inc. ("VEDO" or "the Company") seeks approval of a Distribution Replacement Rider ("DRR") included in PFN Exhibit 3, Sheet No. 38. The DRR would recover (1) a return on and of incremental annual costs incurred under a twenty (20) year program for the accelerated replacement and retirement of cast iron mains and bare steel mains and service lines ("the Program") and (2) individual riser replacements arising from VEDO's investigation of the installation, use, and performance of natural gas service risers (PUCO Case No. 05-0463-GA-COI).

Finally, as part of the Program, VEDO also proposes to assume ownership of that portion of service lines which are currently customer-owned (i.e. the property line-to-meter portion, including the riser) upon replacement. The Company proposes to recover any incremental costs of assuming ownership of these service lines in the DRR.

The annual revenue requirement for the DRR will be allocated to customer classes based on the distribution mains/service lines allocation (as applicable) determined in the Company's cost of service study in its current base rate proceeding and recovered through a flat charge per customer per rate schedule.

DRR filings will be made annually by May 1 of each year, and will reflect activity for the most recent calendar year. In each DRR filing, VEDO will report to the Commission the following information for the previous calendar year:

- 1) Investment in infrastructure replacement under the Program,
- 2) Pipe mileage replaced (by type),
- 3) Revenue requirement (including reconciliation of revenue requirement recovery for a prior period), and
- Derivation of rates for the prospective recovery period (September1 through August 31).

Also by May 1 of each year, the Company's construction plan for the next calendar year will be submitted to the Commission. VEDO proposes that the DRR become effective, after Commission approval, on September 1 of each year. VEDO proposes to submit its annual construction plans under the Program so that the Commission may become familiar with the projects contemplated for the coming year. For each full year of the Program, VEDO proposes to submit its construction plans on May 1 of the preceding year. The Company will submit its construction plan for the latter part of 2008 in time for the Commission to have at least 90 days for review. In this manner, the Commission can be apprised of progress on the replacement of this old infrastructure and provide further input on VEDO's conduct of the Program.

The replacement of cast iron and bare steel main under the Program may also include replacement of short segments of newer main (coated steel or plastic) that have been installed previously within the cast iron or bare steel system to repair main leaks where other leak repair methods could not be employed. VEDO believes it will be more cost effective to replace entire blocks of main (relocating the main where possible to minimize future street repair costs) rather than incur substantially higher construction costs to connect new main to these short segments. It will be more economically efficient to retire short segments of newer pipe installed as a leak repair than to salvage those segments during replacement of cast iron and bare steel mains. Therefore, VEDO will retire these short main segments under the Program. If the newer short main segment was capitalized when installed, VEDO will recognize a reduction in depreciation expenses and property taxes associated with the retirement of these assets in the DRR revenue requirement, as discussed below.

The proposed DRR revenue requirement calculation and the estimated revenue requirement for the twenty year term of the Program, including all cost components as described above, are attached hereto as PFN Exhibit 3a, Attachment 1. The proposed methodology computes the revenue requirement effect of both the return on, and return of, the net change in plant investment attributable to the Program, as well as capital costs related to riser replacement (where such riser replacement is not associated with replacement of a service line under the Program). The result will then be grossed up for income taxes. Next, the net change in property taxes (incremental property taxes associated with new plant, less property taxes avoided due to the retirement of plant) will be added to the revenue requirement. Current depreciation expense and incremental O & M expenses resulting from the assumption of service line

ownership will also be added to the revenue requirement.

The Program will result in a reduction in costs incurred annually to repair and maintain cast iron mains and bare steel mains and service lines. Therefore, the revenue requirement calculation will reflect the reduction in maintenance expenses attributable to the replacement of mains and services under the Program. Finally, in its second and subsequent DRR filings, VEDO will also include a reconciliation of actual DRR recoveries and the associated applicable revenue requirement, and will adjust the prospective annual revenue requirement for the variance. In each annual DRR filing, the revenue requirement will be updated to reflect the cumulative work completed and costs incurred, including the cumulative maintenance savings realized under the Program.

VEDO projects completion of the Program in 2028 at an estimated cost, based on current costs, of \$337.5 million. VEDO will make annual DRR filings with the Commission throughout the twenty year term. If the Company files a general rate case prior to completing the Program, the revenue requirement associated with the DRR will be included in the base rate calculation. Once new base rates are approved and implemented, the DRR will be reset to zero. VEDO will continue to make annual DRR filings until new rates are approved in the Company's first rate case following completion of the Program.

The following percentage increases associated with the DRR are based on the amount of VEDO's proposed base rate increase in this proceeding, which will become effective in 2008. The calculated increases assume that all proposed components of the DRR are included for recovery thereunder, and are

presented on the basis of current costs.¹ The DRR will result in an estimated annual revenue increase of approximately \$2.4 million over the life of the Program. The DRR revenue requirement in year twenty of the Program is approximately 11.7% of the revenue requirement requested in this proceeding. The estimated average annual amount of the DRR increase by rate schedule is as follows:

- Rate 310 (Residential Sales Service) and Rate 315 (Residential Transportation Service) -- \$1,798,775 or 1.8% (twenty year total \$35,975,499 or 36.1%);
- Rate 320 (General Sales Service) and Rate 325 (General Transportation Service) \$436,390 or 1.4% (twenty year total \$8,727,793 or 28.2%);
- Rate 330 (Large General Sales Service) and Rate 345 (Large General Transportation Service) -- \$77,991 or 1.4% (twenty year total \$1,559,818 or 28.5%);
- Rate 341 (Dual Fuel Sales Service) -- \$174 or 1.9% (twenty year total \$3,477 or 37.2%);
- Rate 360 (Large Volume Transportation Service) -- \$114,205 or
 1.6% (twenty year total \$2,284,092 or 32.0%).

¹ DRR charges will be subject to VEDO's Gross Receipts Excise Tax ("GRET") Rider. Revenue requirement calculations and resulting bill impacts as shown here have been modified to include the impact of GRET.

The DRR will increase revenue by approximately 0.6% per year over the twenty year term of the Program, based on the revenue requirement in this proceeding. Customers' annual bills are projected to increase each year by an average of \$6.19 for Rates 310 and 315, \$17.69 for Rates 320 and 325, \$373.16 for Rates 330 and 345, \$57.94 for Rate 341, and \$1,872.21 for Rate 360.

2. Sales Reconciliation Rider

VEDO seeks approval of a Sales Reconciliation Rider ("SRR-B") which will supercede the current Sales Reconciliation Rider.

The current Sales Reconciliation Rider, as included in PFN Exhibit 3 and designated as SRR-A on Sheet No. 43, was approved in Case No. 05-1444-GA-UNC for the recovery of deferred amounts of the difference between the actual and approved base rate revenues (adjusted for normal weather and customer additions), and as required by the Commission's June 27, 2007, Supplemental Order in that case, reflects a rate which will recover, over one year, the deferred amount accumulated during the two-year period approved by the Commission, ending September 30, 2008. The single year impact of this rider on the average residential customer bill is approximately \$18.42.

In the rate case application accompanying this alternative regulation proposal, VEDO is proposing initial steps to move toward a fixed variable rate design for distribution rates from the existing volumetric rate design. This includes a two-stage rate design for Residential Service. It is VEDO's intent to accomplish the transition to a full fixed variable rate design in subsequent rate case applications. The SRR-B proposed in this proceeding is designed to

complement this rate design proposal. As described in PFN Exhibit 3, Sheet No. 44, the proposed SRR-B will recover the difference between VEDO's actual base rate revenues and the revenues approved in the current rate case, as adjusted for customer additions. The change in the calculation of the SRR-B from weather-normalized volumes to actual volumes is necessary to provide VEDO with a fair, just and reasonable opportunity to collect the base rate revenue requirement established in this proceeding and will provide the same revenue recovery result to VEDO that would occur from an immediate movement to a full fixed variable rate design.

The difference between actual base rate revenues and those approved in the current rate case will be calculated and recorded monthly beginning the first day after the approval by the PUCO, and shall be deferred for subsequent recovery via the SRR-B. Effective October 1, 2009 and each year thereafter, VEDO shall implement the SRR-B rates required to amortize, over the subsequent 12 month period, the accumulated deferred differences between VEDO's actual base revenues and the base revenues approved in this rate case, as adjusted for customer additions. Once established, the SRR-B rates shall remain in effect for 12 months subject to the adjustment each year for a successive 12 month period. The annual SRR-B update shall also include a reconciliation to ensure that SRR-B deferrals are not over or under recovered as a result of variances between estimated and actual data. In the event that the SRR-B is superseded by a full fixed-variable rate design or other mechanism or the SRR-B is terminated, VEDO shall continue the SRR-B for a period of not

more than 12 months in order to recover or refund any remaining unamortized SRR balance. Any over or under recovered SRR-B balance at the end of the extension period will be rolled into the Uncollectible Expense Rider, Sheet No. 39, for subsequent return or recovery from customers. As shown on PFN Exhibit 3, Sheet No. 44, the initial rate for this SRR-B will be set at \$0.00; there will be no customer bill impact for twelve months.

VEDO has included a proposal for the funding of demand side management ("DSM") programs in its accompanying rate case application the result of which would increase the speed and magnitude of the existing erosion in average annual use per customer. VEDO submits that the approval of the proposed SRR must be a prerequisite to the approval of its DSM proposal.

3. System Integrity and Reliability Programs

Section 4929.01, Revised Code, defines an "Alternative rate plan," in pertinent part, as "a method, alternate to the method of section 4909.15 of the Revised Code, for establishing rates and charges, under which rates and charges may be established for a commodity sales service or ancillary service that is not exempt pursuant to section 4929.04 of the Revised Code or for a distribution service. Alternative rate plans may include, but are not limited to, methods that provide adequate and reliable natural gas services and goods in this state...." VEDO seeks approval of a method of reflecting the costs of certain system reliability programs which will commence in 2008 in the revenue requirement of the accompanying rate case alternative to that provided for in Section 4909.15, Revised Code, and proposes to include the costs associated

with these programs, which will largely be incurred subsequent to the test year, in operating expenses used to calculate VEDO's revenue requirement. These programs, the purpose of which is to ensure system reliability, are described below:

a. Gas Distribution System Maintenance Program

VEDO proposes to improve the gas distribution system through a proactive, preventative maintenance program designed to achieve asset longevity, integrity, and reliability. VEDO's pressure regulating stations are critical assets to the distribution system and will have a multi-year preventative maintenance schedule. The proposed activities place greater emphasis on planned preventative maintenance which increases the life expectancy of these stations and reduces future maintenance costs. A five-year cycle is proposed. Included is a component for fence, gravel and facility/structure maintenance to assure proper security, access and safety. For those regulating stations in underground vaults, a program to evaluate and remediate the vaults to increase the useful life is planned. In addition, a preventative maintenance program will be initiated for regulator stations at commercial and industrial customer locations. These stations often have elevated delivery pressures and large gas loads making them similar in application to the system regulators. Maintenance of these settings will include inspection and repair of the regulator equipment as well as painting of the aboveground piping for corrosion resistance. A curb box preventative maintenance component is also included. Curb boxes are devices which sit on top of the customer service curb valve and provide aboveground access to the valve. These valves are used for activating and deactivating service and are especially important for emergency shutoff. This component will provide for verification of the curb box location and valve access. It is proposed for VEDO's 100,600 inside meters where maintaining curb valve access is more critical. This program has an annual cost of \$962,826.

b. Rights-of-Way ("ROW") Clearance Program

Natural gas pipeline Rights-of-Way need to be kept clear to provide ready access for safe, efficient operating and maintenance activities required on the pipeline. Personnel with vehicles, equipment and materials need ready access for routine maintenance and operations and, particularly, to respond to emergency situations. Managed Rights-of-Way reduce potential for equipment damage by trees, minimize encroachments and provide visual indicators to excavators at pipeline locations. Managing vegetation on natural gas pipeline Rights-of-Way through regular clearing activity is most cost effective. VEDO proposes a ten year clearing schedule and annual maintenance for 248 miles of transmission pipeline (that portion of the pipeline not included in the Integrity Management Program) and 259 miles (5% of total) of distribution pipeline. Through this program, VEDO will keep its gas pipeline rights of way mowed and clear of trees, shrubs, foliage, and debris. Having clear access to gas lines increases the reliability of service through more efficient surveys, patrols and pipeline identification. Additionally, safety is enhanced through easy access to locate leaks and to more efficiently identify excavation activity at or near the pipeline. At the level of activity proposed, the annual right of way clearance cost is \$949,985.

c. Aging Workforce Program

Sharing the pervasive aging workforce concern within the utility industry, VEDO has engaged in a planning process to enable the Company to address the issue. According to Bureau of Labor statistics. over 30% of the existing utility workforce will be eligible for retirement over the next five years, and by 2012 there may be 10,000 more utility jobs than available workers. While approaches will differ by company, VEDO's core strategy is to hire apprentices in critical bargaining unit employee groups where trained Energy Delivery workers are essential to providing gas services to VEDO's customers. VEDO must take action now to avoid a future shortage of these skilled employees. For VEDO, an approach of waiting to hire replacement workers as employees actually retire would leave VEDO unable to maintain work levels and customer service levels because of the lengthy required apprenticeship training process new bargaining unit employees must go through. Rather, VEDO must implement a plan that brings on new employees in advance of retirements so that they can begin the up to four year apprenticeship training and be prepared to fill the role of retiring employees with decades of utility experience. Over the next four year period, the anticipated retirements within VEDO will mainly impact the Service Technician classification. VEDO requires a pro forma adjustment to address the aging workforce issue associated with the early hiring and training of the employees within the Service Technician classification of bargaining unit employees. The annual cost of the Aging Workforce program is \$382,259.

	Depreciation Rate Cost of Capital Total Maintenance Sevings \$	2.50% 9.36% 1.117.298	YEAR									
			-	N	m	4	e n	•	•	6 0	.	9
-	Construction Costs		8 8,470,044	\$ 16,940,088	\$ 25,410,132	\$ 33,880,176	\$ 42,350,220	\$ 50,820,264	\$ 59,290,308	\$ 67,760,352	\$ 76,230,396	\$ 84,700,440
-	Less: Accumulated Depreciation	•	211,751	635,253	1,270,507	2,117,511	3,176,267	4,446.773	5,929,031	7,623,040	9,529,800	11,545,311
m	Not Construction Coats		\$6,258,293	\$16,304,835	\$24,139,626	\$31,762,665	\$39,173,954	\$46,373,491	\$53,361,277	215'25'1099	\$86,701,597	\$72,054,130
₹	Cost of Capital	•	%98.6 6	9.36%	9.36%	\$36%	9,36%	9.36%	9.36%	136%	838%	P.36%
r.	Return Amelan		\$772,976	\$1,526,133	\$2,259,469	\$2,972,985	\$3,665,682	84,340,558	\$4.994,616	\$5,628,652	\$6,243,269	\$6,837,867
•	Income Tax Finder	•	0.5365	0.5385	0.5365	0.5348	0.5385	0.5385	0.5385	0.5385	0.5385	0.5375
_	Income Tax (Gross)	•	\$416,218	\$621,764	\$1,216,637	\$1,500,838	\$1,974,367	\$2,337,224	\$2,689,408	\$3,038,921	\$3,361,760	\$2,651,928
	Revenue Requirement		\$1,189,194	\$2,347,898	\$3,476.108	\$4,573,824	35,641,049	\$6,677,783	\$7,684,024	58,659,773	050,309.84	\$10,519,795
99	Property Tax Requirement		\$99,223	\$196,900	\$230,038	5381,628	\$470,675	\$567,177	\$61,136	\$722,550	\$801,429	\$877,745
•	Depreciation		1211,751	\$421,502	\$635,253	\$847,004	\$81,088,756	\$1,276,567	\$1,482,258	\$1,694,009	\$1,905,760	\$2,117,511
Ξ	Maintenance Savings		(\$55.865)	(\$111,730)	(8167,594)	(\$223,459)	(\$279,324)	(\$335,189)	(\$301,054)	(\$446,918)	(\$502,783)	(\$558,648)
5	Variance	•	S	3.	9	2	2	\$0	2	S	2	2
£.	Revenue Requirement		\$1,444,304	\$2,855,571	\$4,233,883	188,878,28	36,891,158	\$6,170,278	\$9,416,384	\$10,629,413	\$11,809,426	\$12,956,403
*	GRET Adjustment"		4.8767%	4.8767%	4.8767%	4,192674	4.6767%	4.8767%	4.8767%	4,6787%	4.8767%	4.8787%
\$ € € ⊢	Revenue Requiement - Mains Revenue Requiement - Services Total Revenue Requiement	•	\$1,514,738 \$1,588,598 \$3,083,337	\$2,884,829 \$3,162,812 \$5,697,641	\$4,440,272 \$4,802,540 \$9,042,512	\$5,851,068 \$6,085,063 \$11,819,152	\$7,227,217 \$7,499,141 \$14,726,350	\$6,955,718 \$6,995,814 \$17,454,532	\$10.258.102 \$10.258.102 \$20,133,674	\$11.147.778 \$11.586.005 \$22,733,783	\$12,385,337 \$12,879,523 \$25,284,869	\$13.588.248 \$14.138.655 \$27,728,903
400000	Alocalion - Maine 310/215 310/215 350/245 341		INPUTS 62,747% 21,692% 6.132% 0.011% 9.418%	62.74.7% 21.69.2% 6.152% 0.011%	62,747% 21,692% 21,592% 6,011% 6,011%	\$2.747% 21.692% 6.132% 0.011% 9.418%	62,747% 21,692% 6,432% 0,011% 9,418%	82.747% 21.892% 6.132% 0.011% 9.416%	62,747% 21,592% 8,132% 0,014% 9,418%	62.747% 21.592% 6.132% 0.011% 9.418%	62.747% 21.692% 6.132% 0.011% 9.416%	62.747% 21.862% 6.132% 0.014% 0.418%
4.000000	Alocalom - Services 310/315 320/325 330/345 341 380		84,938% 14,430% 0,426% 0,000% 0,206%	64.936% 14.436% 0.426% 0.003% 0.205%	84.938% 14.438% 0.428% 0.003% 0.203%	64,936% 14,436% 0.426% 0.003% 0.205%	54,936% 14,430% 5,428% 5,003% 0,205%	84,838% 14,430% 0,428% 0,203% 0,205%	84.838% 14.430% 0.426% 0.003% 0.205%	64.936% 14.430% 0.426% 0.003% 0.205%	64.836% 14.436% 0.426% 0.003% 0.265%	84.936% 14.430% 0.426% 0.003% 0.205%
***************************************	Alocaked Total Resease Requirement 310018 330245 350245 350345 350		\$2,282,758 \$554,926 \$89,566 \$221 \$146,674	54,514,570 51,097,374 5196,561 54,58 \$288,8	\$8,695,435 \$1,627,345 \$291,865 \$649 \$427,620	\$8,825,357 \$2,144,833 \$384,638 \$656 \$656	\$10,804,332 \$2,849,854 \$475,119 \$1,057 \$896,033	\$12,932,362 \$3,142,392 \$563,330 \$1,284 \$425,238	\$14,309,447 \$3,022,483 \$649,270 \$1,445 \$851,110	\$16,035,585 \$4,090,038 \$732,838 \$1,831 \$1,073,848	\$18,710,779 \$4,545,142 \$614,376 \$1,813 \$1,192,854	\$20,535,026 \$4,987,771 \$883,462 \$1,999 \$1,306,725
<u> </u>	Proposed Magin 510016 320325 320345 541 380		IMPLTS \$99,578,842 \$20,965,428 \$5,471,535 \$9,346 \$7,122,975	\$99,579,842 \$30,965,428 \$5,471,535 \$8,346 \$7,132,978	\$39,578,842 \$30,965,428 \$5,471,535 \$9,348 \$7,132,875	\$56,576,642 \$30,065,428 \$8,346 \$7,1536 \$7,1536	\$30,965,428 \$5,471,535 \$6,92,435 \$7,13,975	\$89,576,842 \$30,995,428 \$6,471,535 \$9,346 \$7,132,975	\$99.576.842 \$30.965,428 \$5,471,935 \$9.346 \$7,132.975	\$99,576,842 \$30,965,428 \$9,471,936 \$9,346 \$7,132,975	\$99.676,842 \$30.965,428 \$5.471,935 \$7,132,875	\$99,376,3428 \$30,965,428 \$5,471,538 \$9,746 \$7,132,975
	Manghi bryddi 310318 320328 220748 341		2.28% 1.79% 1.82% 2.37% 2.05%	4.53% 3,54% 3,60% 4,69% 4,04%	672% 526% 9.33% 8.96% 2.99%	0.85% 0.93% 7.03% 1.18% 7.90%	10.95% 8.56% 8.66% 11.31% 9.76%	12.99% 10.15% 10.30% 13.41%	14.87% 11.70% 11.87% 15.46% 13.33%	15.21% 13.21% 13.40% 17.44% 15.05%	18.79% 14.68% 14.66% 19.40% 18.40%	20.62% 16.11% 16.33% 21.28% 18.35%
•	Annual Dollar (mpact - Residentia)		\$7.86	518.54	\$23.05	\$30.30	\$37.55	\$44.53	\$51.34	\$57.97	\$64.43	17.071
•	- GRET included to Matrale total impact	of DRR on have	impact of DRR on tevenues and customer hills.	r hilts								

\$ 160,930,836 \$ 169,400,880	40 232 709 44 457,731	\$120,698,127 \$124,933,149	9,36% 9,36%	\$11,297,345 \$11,693,743	Q.5385 Q.5385	\$6,093,189 \$6,296,631	\$17,380,530 \$17,980,373	\$1,450,188 \$1,501,072	54,020,271 \$4,235,022	(\$1,061,431) (\$1,117,296)	25	\$21,782,558 \$22,848,171	4.8767% 4.8787%	\$22,855,316 \$23,711,753 \$25,923,526 \$24,836,602 \$46,778,536 \$48,850,385	62.747% BZ 747% 21.682% 21.692% d.132% 0.132% 0.011% 9.415% 9.415%	84.538% B4.908% 14.530% 14.530% 0.428% 0.428% 0.005% 0.005% 0.206% 0.206%	\$34,690,706 \$33,572,100 88,400,638 \$5,727,703 81,503,402 \$5,566,818 83,390 \$2,244,092	
\$ 152,460,792	36,209,438	\$116,253,354	9.36%	\$10,881,127	0.6385	\$5,859,060	\$15,740,199	\$1,386,760	\$3,011,520	(\$1,005.566)	3	\$20,842,906	4.8787%	\$21,984,235 \$22,873,854 \$44,838,085	62.747% 21.692% 6.132% 0.011% 9.418%	84.938% 14.438% 0.426% 0.003% 0.205%	\$33,294,566 \$8,079,805 \$1,444,715 \$3,219 \$2,15,696	400 KTR 842
\$ 143,890,746	32,397,916	\$111,592,530	3.36%	\$10,445,088	0.5385	\$5,824,279	\$16,069,357	\$1,340,788	\$3,589,758	(\$949,702)	53	\$20,060,222	4.8767%	\$21,038,499 \$21,889,802 \$43,028,301	62.747% 21.692% 6.132% 0.011% 9.418%	84.836% 14.43094 0.428% 0.003% 0.205%	\$31,879,286 \$7,736,980 \$1,363,791 \$3,083 \$2,026,485	\$98,876,842 810 444 474
\$ 135,520,704	28,798,150	\$106,722,554	\$ 36%	\$9,969,231	5 0.5385	99,378,817	815,368,048	\$1,282,271	\$3,388,018	(3893.937)	80	\$19,144,500	4.8787%	\$20,078,120 \$20,871,365 \$41,049,483	52.747% 21.692% 6.132% 0.011% 9.418%	64.936% 14.630% 0.428% 0.903% 0.205%	\$30,410,656 \$7,381,514 \$1,320,526 \$2,943 \$1,833,949	\$99,576,842 \$30,969,428
\$ 127,050,460	25,410,132	\$26'008'101\$	9.36%	\$8,513,553	0.5385	\$8,122,665	\$14,635,236	11,223,211	K3,176,267	(3837,972)	S	\$18,195,741	%187874	\$19,083,083 \$19,918,542 \$39,007,936	62.747% 21.882% 6.132% 0.011% 9.416%	04.936% 14.430% 0.436% 0.903% 0.203%	\$26,892,092 \$7,011,750 \$1,255,026 \$2,795 \$1,834,079	\$99,576,842 \$30,965,428 \$5,471,535
\$ 118,580,616	22,235,868	\$96,346,751	9.36%	\$9,918,055	0.5385	\$4,859,876	\$13,873,932	\$1,157,608	\$2,984,515	(\$782,107)	80	\$17,213,946	4.6767%	\$18,053,419 \$16,531,336 \$36,584,754	62.747% 21.592% 6.132% 0.011% 9.418%	04,836% 14,430% 0,426% 0,003% 0,265%	\$27,322,562 \$6,633,509 \$1,187,257 \$2,644 \$1,738,876	\$99,576,842 \$30,965,428 \$5,471,535
\$ 110,110,572	19,289,350	\$90,841,222	P.36%	\$8,502,738	0.5385	\$4,578,398	\$13,081,138	\$1,081,457	\$2,752,764	(\$726,242)	\$	\$16,198,115	4.8767%	\$16.989.097 \$17.709.743 \$34,698.840	62,747% 21,692% 6,132% 0,011%	84.836% 14.430% 0.426% 0.003% 0.205%	\$25,702,096 \$6,240,791 \$1,731\$ \$2,488 \$1,536,338	\$20,576,842 \$30,965,428 \$5,474,535 \$0,346
\$ 101,540,528	18,516,586	\$48,523,942	9 36%	\$7,967,501	0.5385	\$4,290,247	512,257,548	\$1,022,764	\$2,541,013	(\$670,378)	S	\$16,161,247	4.8767%	\$15,890,128 \$16,563,785 \$22,443,894	62 747% 21 682% 6.132% 0.011% 9.418%	84.936% 14.436% 0.426% 0.003% 0.205%	\$24,020,685 \$5,835,585 \$1,044,902 \$2,327 \$1,530,466	\$99,576,842 \$30,986,428 \$5,471,535 \$9,346
\$ 83 170 484	13,979,573	\$78.184,911	9.36%	57 412 644	0.5385	\$3,991,424	\$11.404,067	152,1527	\$2,329,362	(5614,513)	8	\$14,070,343	4.8767%	\$14,756,512 \$15,383,403 \$30,119,915	62.747% 21.622% 5.132% 6.0119% 9.418%	94.839% 14.439% 0.436% 0.003% 0.203%	822,308,328 55,477,822 35,477,822 32,160 \$1,421,263	\$59,576,842 \$30,865,423 \$5,471,535 \$9,40
Construction Costs	Less: Accumulated Depreciation	Net Construction Costs	Cost of Capital	Return Amount	Intomé Tax Factor	Income Tex (Great)	Revenue Requirement	Property Tax Requirement	Depreciation	11 Maintenance Savings	Variance	Revenue Requirement	GRET Adjustment*	Revanus Requirement - Nains Revanus Requirement - Services Total Revenus Requirement	Allocation - Maria 310,316 320,336 320,345 341 380	Alecation - Services 310/318 320/328 330/345 341	Allocated Total Revenue Requirement 310,315 320,328 320,348 341 341 380	Proposed Margin 310,316 320,325 330,346

YEAR

* GRET included to Mustrate total impact of DRR on reve

September 28, 2007 PFN Exhibit 3a Attachment 1 Page 3 of 5

1707-202 1200-202		VECTAREN ENERGY DELIVERY OF DAIO										
Total Constitution State 1.20		REVENUE REQUIREMENT DETAIL - SERVICES DISTRIBUTION REPLACEMENT RIDER INPUTS:										
Construction Dosis 4,406,910 6,611,820 5,242,7720 5,322,160 5,646,405 5,640,510 6,611,820 5,242,7720 5,312,216 4,413,103 5,841,370 5,643,190 5,640,193 7,583,190 5,440,502 7,583,190 5,440,502 7,583,190 5,440,502 7,583,190 5,440,502 7,583,190 5,440,502 7,583,190 5,440,502 7,583,190 5,440,502 7,583,190 5,440,502 7,583,190 5,440,502 7,583,190 5,440,502 7,583,190 8,413,002		unual Construction Costs \$ 8,4; # Years Total Construction Costs \$ 168,11 Property Tax Rate 1. Depreciation Rate Cost of Capital nental Service Line Costs \$ 26 otal Maintenance Savings \$ 16	YEAR 1	8	ო	4	Ŋ	ψ	,	ω	თ	01
Less. Accountaled of powdation 210,148 630,443 1,280,387 2,101,470 2,100,470 2,100,47	-	Construction Costs	8,405,910		25,217,730	33,623,640	42,029,550	50,435,480	58,841,370	67,247,280	75,653,190	\$ 84,059,100
Net Construction Costs 89.1067/22 \$11,181,1377 \$23,396,344 \$31,522,163 \$32,942,237 \$32,957,233 \$32,942,237 \$32,967,233 \$32,942,337 \$32,967,233 \$32,942,337 \$32,942,337 \$32,967,233 \$32,942,337 \$32,942,332	CAE	Less: Accumulated Depreciation	210,148	630,443	1,260,887	2,101,478	3,152,216	4,413,103	5,884,137	7,565,319	9,456,649	11,558,126
Cost of Capital 9.36%	m	Net Construction Costs	\$8,195,762	\$16,181,377	\$23,956,844	\$31,522,163	\$38,877,334	\$46,022,357	\$52,957,233	\$59,661,961	\$66,196,541	\$72,500,974
Return Amount \$757,123 \$1,544,677 \$2,242,261 \$2,080,474 \$3,088,918 \$4,307,689 \$4,906,077 \$5,686,222 \$8,195,686,222 \$8,195,686,222 \$8,195,686,222 \$8,195,686,222 \$8,195,686,222 \$8,195,686,222 \$8,195,686,222 \$8,195,686,222 \$8,195,686 \$8,1586,772 \$8,1786,772 \$8,1786	4	Cost of Capital	9.36%	9.36%		9.36%	9.36%	9.36%	9.36%	9.36%	9.36%	9.36%
Income Tax Factor Cosses	ĸņ		\$767,123	\$1,514,677	\$2,242,361	\$2,950,474	\$3,638,918	\$4,307,693	\$4,956,797	\$5,586,232	\$6,195,998	\$8,786,091
Fevenine Tax (Gross) S413,066 S415,541 \$1,207,425 \$1,588,717 \$1,969,418 \$2,319,527 \$2,689,465 \$3,007,971 \$3,3449,785 \$4,539,191 \$5,589,336 \$6,627,219 \$7,625,642 \$9,594,202 \$10,799 \$795,302 \$10,799 \$795,301 \$10,799 \$795,799 \$10,799 \$795,799 \$10	œ		0.5385	0.5385		0.5385	0.5385	0.5385	0.5385	0.5385	0.5385	0.5385
Revenue Requirement \$1,190,190 \$2,330,118 \$3,449,785 \$4,539,191 \$5,687,219 \$7,625,842 \$6,527,219 \$7,625,842 \$6,592,302 \$10. Property Tax Requirement \$88,472 \$194,418 \$2,30,141 \$20,396 \$40,501 \$40,501 \$40,501 \$74,250 \$89,100 \$104,182 \$1,891,30 \$7,95,351 \$10,000 \$7,450 \$89,100 \$104,182 \$1,891,30 \$7,95,351 \$10,000 \$7,450 \$89,100 \$104,182 \$1,891,30 \$2,000	~	Income Tax (Gross)	\$413,088	\$815,541	\$1,207,425	\$1,588,717	\$1,959,418	\$2,319,527	\$2,669,045	\$3,007,971	\$3,336,306	\$3,554,049
Property Tax Requirement \$98,472 \$194,419 \$287,841 \$378,739 \$467,111 \$552,959 \$695,281 \$717,079 \$795,351 \$795,351 \$795,351 \$795,351 \$795,351 \$795,351 \$795,351 \$795,351 \$795,351 \$795,700 \$70,280 \$74,250 \$69,100 \$103,950 \$118,900 \$133,650 \$7 \$700,000	Φ		\$1,180,190	\$2,330,118	\$3,449,785	\$4,539,191	\$5,588,336	\$6,627,219	\$7,625,842	\$8,594,202	\$9,532,302	\$10,440,140
Depreciation \$2:0,148 420,296 630,443 840,561 1,060,736 1,260,887 1,471,034 1,681,182 1,891,330 2,290,855 Incremental OSM (Service Line Ownership) \$14,850 \$29,700 \$44,550 \$59,400 \$74,250 \$89,100 \$103,950 \$116,80,100 \$133,650 \$ Mainternance Savings \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$ \$0 \$0 \$0 \$ \$0	09		\$98,472	\$194,419	\$287,841	\$378,739	\$467,111	\$552,959	\$636,281	\$717,079	\$795,351	\$871,099
Incremental O&M (Service Line Ownership) \$14,850 \$29,700 \$44,550 \$59,400 \$74,250 \$89,100 \$103,950 \$118,800 \$133,650 \$18,000 \$133,650 \$18,000 \$133,650 \$18,00	2		\$210,148	420,296	630,443	840,591	1,050,739	1,260,887	1,471,034	1,681,182	1,891,330	2,101,478
Maintenance Savings (\$8,000) (\$16,000) (\$24,000) (\$40,000) (\$46,000) (\$64,000) (\$50,000) (\$72,000)	=		\$14,850	\$29,700	\$44,550	\$59,400	\$74,250	\$89,100	\$103,950	\$118,800	\$133,650	\$148,500
Variance \$0 <	7		(\$8,000)	(\$16,000)		(\$32,000)	(\$40,000)	(\$48,000)	(\$59,000)	(\$64,000)	(\$72,000)	(\$80,000)
Revenue Requirement \$1,495,660 \$2,958,533 \$4,388,620 \$5,785,921 \$7,150,436 \$8,482,165 \$9,761,107 \$11,047,263 \$12,280,633 \$13,72,80,633 \$13,72,80,933 \$13,72,80,933 \$13,72,80,933 \$13,72,80,933 \$14,80,748 \$14,80,80,81 \$14,686,005 \$12,879,523 \$14,81,81,81,81,81,81,81,81,81,81,81,81,81,	5		\$0	\$0	\$0	0\$	80	\$0	0\$	25	20\$	O.S
GRET Adjustment * 4.8767% 4.8767% 4.8767% 4.8767% 4.8767% 4.8767% 4.8767% 4.8767% 4.8767% 4.8767% 4.8767% 4.8767% 8.8061.08 *** **** ***************************	4		\$1,495,660	\$2,958,533	\$4,388,620	\$5,785,921	\$7,150,436	\$8,482,165	\$9,781,107	\$11,047,263	\$12,280,633	\$13,481,217
Revenue Requirement - Services \$1,568,568 \$3,102,812 \$4,802,640 \$6,068,083 \$7,499,141 \$8,895,814 \$10,259,102 \$11,586,005 \$12,879,523	5		4.8767%	4.8767%		4.8767%	4.8767%	4.8767%	4.8767%	4.8767%	4.8767%	4.8767%
	6		\$1,568,598	\$3,102,812	\$4,602,640	\$6,058,083	\$7,499,141	\$8,895,814	\$10,258,102	\$11,586,005	\$12,879,523	\$14,138,655

VECTREN ENERGY DELIVERY OF OHIO

* GRET included to illustrate total impact of DRR on revenues and customer bills

<u>:</u>											
	Annual Construction Costs \$ 8,405,910 # Years Total Construction Costs \$ 168,118,200 Property Tax Rate 1,2015% Depredation Rate 2,50% Cost of Capital 9,36% Incremental Service Line Costs \$ 297,000 Total Maintenance Savings \$ 150,000	YEAR	5	13	4 .	č	81	7	6	9-	20
S	Construction Costs	\$ 92,465,010	\$ 100,870,920	\$ 109,276,830	\$ 117,682,740	\$ 126,088,650	\$ 134,494,560	\$ 142,900,470	\$ 151,306,380	\$ 159,712,290	\$ 168,118,200
Less	Less: Accumulated Depreciation	13,869,752	16,391,525	19,123,445	22,065,514	25,217,730	28,580,094	32,152,606	35,935,265	39,928,073	44,131,028
Net	Net Construction Costs	\$78,595,259	\$84,479,396	\$90,153,385	\$95,617,228	\$100,970,920	\$105,914,468	\$110,747,864	\$115,371,115	\$119,784,218	\$123,987,173
S	Cost of Capitel	9.36%	9.36%	9.36%	6 .36%	8.36%	9.36%	9.36%	9.36%	9.36%	9.36%
Ret	Return Amount	\$7,356,516	\$7,907,271	\$8,438,357	\$8,949,772	\$9,441,518	\$9,913,594	\$10,366,000	\$10,798,736	\$11,211,803	\$11,605,199
ᅙ	Income Tax Factor	0.5385	0.5385	0.5385	0.5385	0.5386	0.6385	0.5385	0.5385	0.5385	0.5385
Juco	Income Tax (Gross)	\$3,961,201	\$4,257,762	\$4,543,731	\$4,619,108	\$5,083,894	85,338,089	\$5,581,692	\$5,814,704	\$6,037,125	\$6,248,953
P. S.	Revenue Requirement	\$11,317,717	\$12,165,033	\$12,982,087	\$13,768,881	\$14,525,412	\$15,251,683	\$15,947,692	\$16,613,441	\$17,248,927	\$17,854,153
Ğ	Property Tax Requirement	\$944,322	\$1,015,020	\$1,083,193	\$1,148,641	\$1,211,964	\$1,272,562	\$1,330,836	\$1,386,184	\$1,439,207	\$1,489,706
10 Dep	Depreciation	2,311,625	2,521,773	2,731,921	2,942,069	3,152,216	3,362,364	3,572,512	3,782,660	3,992,807	4,202,955
11 Incr	incremental O&M (Service Line Ownership)	\$163,350	\$178,200	\$193,050	\$207,900	\$222,750	\$237,600	\$252,450	\$267,300	\$282,150	\$297,000
12 Mair	Maintenance Savings	(\$88,000)	(\$96,000)	(\$104,000)	(\$112,000)	(\$120,000)	(\$128,000)	(\$136,000)	(\$144,000)	(\$152,000)	(\$160,000)
13 Vari	Variance	8	0\$	90	0\$	0\$	\$0	0\$	\$0	0\$	200
14 Revi	Revenue Requirement	\$14,649,015	\$15,784,026	\$16,886,251	\$17,955,690	\$18,992,343	\$19,996,209	\$20,987,290	\$21,905,584	\$22,811,092	\$23,683,814
15 GRE	GRET Adjustment *	4.8767%	4.8767%	4.8767%	4.8767%	4.8767%	4.8767%	4.8767%	4.8767%	4.8767%	4.8767%
16 Rev	Reverse Recipients, Separces	\$15,363,403	\$16,553,765	\$17,709,743	\$18,831,335	\$19,918,542	\$20,971,365	\$21,989,802	\$22,973,854	\$23,923,520	\$24,838,802

VECTREN ENERGY DELIVERY OF OHIO REVENUE REQUIREMENT DETAIL - SERVICES DISTRIBUTION REPLACEMENT RIDER INPUTS:

* GRET included to illustrate total impact of DRR on rev

VECTREN ENERGY DELIVERY OF OHIO DISTRIBUTION REPLACEMENT RIDER RATE SCHEDULE ALLOCATION FACTORS

Rate <u>Schedule</u>	<u>Description</u>		Mains Allocation Factors (a) (%)	Services Allocation Factors (b) (%)
310/315	Residential Sales / Transport		62.747%	84.936%
320/325	General Sales / Transport		21.692%	14.430%
330/345	Large General Sales / Transport		6.132%	0.426%
341	Dual Fuel		0.011%	0.003%
360	Large Volume Transport		9.418%	0.205%
		Total	<u>100.000%</u>	<u>100.000%</u>

⁽a) Total Component of Mains Allocation Factor as proposed in Case No. XXXX(b) Total Services Allocation Factor as proposed in Case No. XXXX

VECTREN ENERGY DELINERY OF OHIO CASE NO. 07-XXX-GA-AIR TYPICAL BILL COMPARISON - STAGE 1 RATES AND CHARGES RESIDENTIAL SALES SERVICE - RATE 310 (MAY-QCTOBER)

SCHEDULE E-5 Page 1 of 15

Data: 3 Months actual and 9 Months estimated Type of Primg: Prefiling Notice Work Paper Reference Mo(s):

TOTAL ROPOSED PERCENT BILL INCREASE (C+F) (H-G)/G	(H)	(%)	\$10.49 42.86%	\$22.50 16.22%																	
TOTAL CURRENT F BILL (B+F)	<u>©</u>	•	\$7.34	\$19.36	\$31.38	\$43.40	\$55.42	\$67.44	\$79.29	\$91.15	\$103.01	\$114.87	\$126.72	\$156.37	\$186.01	\$215.65	\$245.29	\$274.94	\$304.58	\$334.22	\$363.87
GAS COST RECOVERY (2)	Ē	9	\$0.00	\$10.15	\$20.30	\$30,44	\$40.59	\$50.74	\$50.59	\$71.04	\$81.19	\$91,33	\$101.48	\$126.86	\$152.22	\$177.80	\$202.97	\$228.34	\$253.71	\$279.08	\$304.45
Y CHARGE) (1 PERCENT INCREASE (D / B)	Œ	(%)	42.86%	34.10%	28,30%	24.17%	21.09%	18.69%	16.93%	15.47%	14,24%	13,18%	12.27%	10,45%	9,10%	6.05%	7,21%	6.52%	5,95%	5,47%	5.05%
COST RECOVERY DOLLAR <u>INCREASE</u> (C - B)	Đ	•	\$3.15	7.2	\$3.14	\$3.13	53.13	\$3.12	\$3.12	\$3.1	\$3.11	\$3.10	\$3.10	\$3.09	\$3.07	\$3.06	\$3.05	\$3.04	\$3.03	\$3.01	83.00
BILL DATA (EXCLUDING GAS COST RECOVERY CHARGE) (1 CURRENT PROPOSED DOLLAR PERCENT BILL BILL INCREASE INCREASI (C - B) (D / B)	(<u>C</u>	(§)	\$10.49	\$12.35	\$14.22	\$16.08	\$17.95	\$19.82	\$21.52	\$23.22	\$24.93	\$26.63	\$28.34	\$32.60	\$36.86	\$41.12	\$45.38	\$49.64	\$53,90	\$56.16	\$62.42
BILL DATA (CURRENT BILL	(8)	€	\$7.34	\$9.21	\$11.08	\$12.95	\$14.82	\$16.70	518.40	\$20.11	\$21.82	\$23.53	\$25.24	\$29.51	\$33.78	\$38.06	\$42.33	\$46.60	\$50.87	\$55.14	\$59.42
LEVEL OF USAGE	€	(<u>G</u>	0	9	몫	33	4	90	9	70	80	S	5	125	150	175	200	572	250	275	300
	RATE SHEET		RESIDENTIAL SALES SERVICE - RATE 310 (MAY-OCTOBER)																		

(1) includes All Applicable Riders including Applicable Gross Receipts Texes. (2) Expected Gas Cost Rate Equals \$1.01483 including Applicable Gross Receipts Tax.

VECTREN ENERGY DELIVERY OF CHIO CASE NO. 07-XXX-CA-AR TYPICAL BILL COMPARISON - STAGE 1 RATES AND CHARGES RESIDENTIAL SALES SERVICE - RATE 310 (NOVEMBER-APIRL)

SCHEDULE E-6 Page 2 of 15

DATA: 3 MONTHS ACTUAL AND 9 MONTHS ESTIMATED TYPE OF FILING: PREFILING NOTICE WORK PAPER REFERENCE NO[S]:

PERCENT INCREASE (H-G)/G	9	. (%)	139.29%	52.79%	32.55%	23.53%	18.41%	15.12%	12.86%	11.18%	9.88.6	8.86%	8.03%	6.50%	5.46%	4.70%	4.13%	3.66%	3.32%	3.02%	2.77%
TOTAL PROPOSED PEF BILL INCI (C+F) (H-	£	É	\$17.57	\$29.58	\$41.59	\$53.61	29.995	\$77.64	\$89,48	\$101.34	\$113.10	\$125.05	\$ 136.90	\$ 166.53	\$196.16	\$225.79	\$255.42	\$285.05	5314.69	\$344.3 2	\$373.95
TOTAL TOTAL TOTAL PROBLE BILL (B+F)	<u>(6)</u>	Æ	\$7.34	\$19 36	85.15 4	\$43.40	\$55.42	157.44	\$79.29	\$91,15	\$103 .01	\$114.87	\$128.72	\$156.37	\$186.07	\$215.65	\$245.29	\$274.94	\$304.58	\$334.22	\$363.87
GAS COST (RECOVERY (2)	E	€	30 .00	\$10.15	\$20.30	\$30.44	\$40.59	\$60.74	\$60.89	\$71.04	\$81.19	\$81.33	\$101.48	\$126.85	\$152.22	\$177,60	\$202.97	\$228.34	\$253.71	\$279.08	\$304.45
r CHARGE) (1) PERCENT INCREASE (D / B)	Œ	(%)	139,29%	110.94%	82.17%	78.82%	68.84%	61.09%	55.40%	50.67%	46.68%	43.27%	40.32%	34,44%	30.06%	26.65%	23.93%	21.71%	19.86%	18.30%	16.97%
COST RECOVERY DOLLAR INCREASE (C - B)	<u>ē</u>	9	\$10.23	\$10.22	\$10.22	\$10.21	\$10.20	\$10.20	\$10.20	\$10.19	\$10,19	\$10.18	\$10.18	\$10.16	\$10.15	\$10,14	\$10.13	\$10,12	\$10.11	\$10.09	\$10.08
IIL DATA (EXCLUDING GAS COST RECOVERY CHARGE) (1) RRENT PROPOSED DOLLAR PERCENT BILL INCREASE INCREASE (C - B) (D / B)	<u>(</u> 2)	(5)	\$17.57	\$19.43	\$21.30	\$23.16	\$25.03	\$26.90	\$28.60	\$30.30	\$32,01	533.71	\$36.42	539.68	\$43.94	\$48.20	\$52.46	\$56.72	\$60.98	\$65.24	\$69.50
BILL DATA (CURRENT BILL	<u>a)</u>	(3)	\$7.34	\$9.21	511.08	\$12.95	514.82	516.70	\$18.40	520.11	\$21.82	\$23.53	\$25.24	\$29.51	\$33.78	\$38.06	\$42.33	\$46,60	\$50.87	\$55.14	\$59.42
LEVEL OF USAGE	<u>3</u>	Cod	0	2	R	8	\$	8	8	2	2	8	901	125	150	175	200	ž	92	275	300
	RATE SHEÉT		RESIDENTIAL SALES SERVICE - RATE 310 (NOV APRIL)																		
	<u> </u>		+		e es	4	ų	Œ	, ,-	- 00	, σ	\$? ∓	: \$! \$	1	ţ ţ	Ę	‡	Ž.	후

(1) Indudes All Applicable Riders Induding Applicable Gross Receipts Taxes. (2) Expected Gas Cost Rate Equals \$0.96784 Induding Applicable Gross Receipts Tax. VECTREN ENERGY DELIVERY OF OHIO
CASE NO. 07-XXX-QA-AR
TYPICAL BILL COMPARSON - STAGE 1 RATES AND CHARGES
RESIDENTIAL TRANSPORTATION SERVICE - RATE 316 (MAY-OCTOBER)

DATA: 3 MONTHS ACTUAL AND 9 MONTHS ESTIMATED TYPE OF FILLING: PREFILING NOTICE WORK PAPER REFERENCE NOIS):

SCHEDULE E-5 Page 3 of 15

PERCENT <u>INCREASE</u> (H · G) / G	£	· (%)	42.86%	34,10%	28,30%	24.17%	21.08%	18.69%	16.93%	15,47%	14.24%	13 18%	12.27%	10,45%	9.10%	8,05%	7.21%	6.52%	5.95%	5.47%	5,05%
TOTAL PROPOSED BILL (C + F)	£		\$10.49	\$12,35	\$14.22	\$16.08	\$17.85	\$19.82	\$21.52	229.22	\$24.93	\$26.63	\$28.34	\$32.60	\$36.86	¥1.12	\$45.38	\$49.64	\$53.90	\$58.16	\$62.42
TOTAL CURRENT BILL (B+F)	<u>©</u>	•	\$7.34	\$9.21	\$11.08	\$12.85	\$14.B2	\$16.70	\$18.40	\$20.11	\$21.82	\$23.53	\$25.24	\$29.51	\$33.78	\$38.06	\$42.33	246,60	\$50.87	\$55.14	\$59.42
GAS COST RECOVERY (2)	E	€																			
Y CHARGE] (1 PERCENT INCREASE (D / B)	Œ	3	42.86%	34.10%	28.30%	24.17%	21.09%	18.69%	16.93%	15.47%	14.24%	13.18%	12.27%	10.45%	9.10%	8.05%	7.21%	6.52%	5,05%	5.47%	5.05%
COST RECOVER DOLLAR INCREASE (C-8)	ê	(5)	\$3.15	\$3.14	\$3.14	\$3.13	\$3.13	\$3.12	\$3.12	\$3.11	53.11	8 3.10	53.10	\$3.08	\$3.07	\$3.08	\$3.05	\$3.04	\$3.03	\$3.01	53.00
BILL DATA (EXCLUDING GAS COST RECOVERY CHARGE) (*). URRENT PROPOSED DOLLAR PERCEN. BILL INCREASE INCREASE (C-8) (D/8)	Ð.	<u>@</u>	\$10.49	512.35	\$14.22	\$16.08	\$17.95	\$19.82	\$21.52	\$23.22	\$24.93	\$28.83	\$28.34	\$32.60	236.86	\$41.12	\$45.38	\$48.64	953.90	\$58.16	\$62.42
BILL DATA (CURRENT BILL	ê	9	\$7.34	\$9.21	\$11,08	\$12.85	\$14.82	\$16.70	\$18.40	\$20.11	\$21.82	\$23.53	\$25.24	\$29.51	\$33.78	\$38.08	\$42,33	\$46.60	\$50.87	\$55.14	\$59.42
LEVEL OF USAGE	3	(6)	0	2	22	8	9	22	99	2	20	8	901	125	150	175	200	225	250	275	300
	RATE SHEET		RESIDENTIAL TRANSPORTATION SERVICE - RATE 315	(MAY - OCTOBER)																	
!				. ~	(P)	ঘ	'n	•	~	- 00	- 02	2	Ξ	7	5	1	ñ	#	4	8	6

(1) Includes All Applicable Riders Including Applicable Gross Receipts Taxes. (2) Expected Gas Cost Rate Equals \$1.01483 Including Applicable Gross Receipts Tax.

VECTREN ENERGY DELIVERY OF OHIO
CASE NO. 47-XXX-GA-AIR
TYPICAL BILL COMPARISON - STAGE 1 RATES AND CHARGES
RESIDENTIAL TRANSPORTATION SERVICE - RATE 315 (NOVEMBER-APRIL)

DATA: 3 MONTHS ACTUAL AND 9 MONTHS ESTIMATED TYPE OF FILING: PREFILING NOTICE WORK PAPER REFERENCE NO(3):

SCHEDULE E-5 Page 4 of 15

		LEVELOF	CURRENT	EXCLUDING GAS PROPOSED	BILL DATA (EXCLUDING GAS COST RECOVERY CHARGE) (1) CURRENT PROPOSED DOLLAR PERCENT	Y CHARGE) (1) PERCENT	GAS COST	CURRENT	TOTAL	PERCENT	
u		USAGE	ᆒ	1118	NCREASE (C - 8)	INCREASE (D / B)	RECOVERY (2)	118 G+8)	(C+5)	INCREASE (H-G)/G	
NO. RATE SHEET	HEET	(S)	(8)	õ	ê	Ð.	€	<u>©</u>	£	€	
		8	€.	9	€	8	6	œ.	€	(%)	
1 RESIDENTIAL TRANSPORTATION SERVICE - RATE 315	ON SERVICE - RATE 315	0	\$7.34	\$17.57	\$10.23	139.29%		\$7.34	\$17.57	139.29%	
(NOVEMBER - APRIL)		9	\$9.21	\$19.43	\$10.22	110.94%		59.21	\$19.43	110.94%	
		R	S11.0B	\$21.30	\$10.22	92.17%		\$11.08	\$21.30	92.17%	
		8	\$12.95	\$23.16	\$10.21	78.82%		\$12.95	\$23.16	78.82%	
		9	\$14.82	\$25.03	\$10 .20	68.84%		\$14.82	\$25.03	68.64%	
		8	\$16.70	\$26.90	\$10.20	61.09%		\$16.70	\$26.90	61.09%	
		8	\$18.40	\$28.60	\$10.20	55,40%		\$18.40	\$28.60	55.40%	
		5	\$20,11	\$30.30	\$10.19	50.67%		\$20.11	\$30.30	50.67%	
		8	\$21.82	\$32.01	\$10.19	46.68%		\$21.82	\$32.01	46,66%	
		8	\$23.53	\$33.71	\$10.18	43.27%		\$23.53	\$33.71	43.27%	
		ę	\$25.24	\$35,42	\$10.18	40.32%		\$25.24	\$35.42	40.32%	
		126	\$29.51	\$30,68	\$10.16	34.44%		\$29.51	\$30.68	34.44%	
		150	\$33.78	\$43.94	\$10.15	30.05%		\$33.78	\$43.84	30,05%	
		175	\$38.06	\$48.20	\$10.14	26.66%		\$38.06	\$48.20	28.65%	
		200	\$42.33	\$52.46	\$10.13	23.93%		\$42.33	\$52.46	23.93%	
		522	\$46.60	\$56.72	510.12	21.71%		\$45.60	\$50.72	21.71%	
		9 2	\$50.87	\$60.98	\$10.11	19.86%		\$50.87	\$60.98	19.86%	
18		275	\$55.14	565.24	\$10.09	18.30%		\$55.14	\$66.24	18.30%	
		300	\$59.42	\$69.50	\$10.08	16.97%		\$59.42	\$69.50	16.97%	

(1) Includes All Applicable Riders finduding Applicable Gross Receipts Taxes. (2) Expected Gas Cost Rate Equels \$1,01483 Including Applicable Gross Receipts Tax.

VECTREN ENERGY DELIVERY OF OHIO
CASE NO. 07-XXX-GA-AIR
TYPICAL BILL COMPARISON
GENERAL SALES SERVICE (RATE 320) - GROUP 1 METERS

SCHEDULE E-5 Page 5 of 16

DATA:) MONTHS ACTUAL AND 8 MONTHS ESTIMATED TYPE OF FILING: PREFILING NOTICE WORK PAPER REFERENCE NO(S):

PERCENT INCREASE (H - G) / G	€	<u>\$</u>	100.00%	25.79%	14.84%	10,48%	8.08%	6.58%	5,55%	4,80%	4.224	3,77%	3.41%	3.11%	2.86%	2.64%	2.46%	2.30%	2.16%	5.03%	1.82%	1.82%	1.73%
TOTAL PROPOSED BILL (C + F)	Ê	€	\$20.88	\$51.28	\$81.69	\$111.25	\$140.90	\$170.55	\$200,21	\$229.86	\$259.51	\$289.17	\$318.82	\$348.48	\$378.13	\$407.78	\$437.44	\$467.09	\$496.74	\$526.40	\$556.05	\$585.71	\$815.36
TOTAL CURRENT BILL (B+F)	<u>©</u>	9	\$10.49	\$40.77	\$71.05	\$100.71	\$130.37	\$160.02	\$189.68	\$219.34	5249.00	\$278.65	\$308.31	\$337.97	\$367.63	\$397.28	\$426.94	\$456.60	3486.25	\$515.91	\$545.57	\$575.23	\$604.88
GAS COST RECOVERY (2)	E	· ©	\$0.00	\$25.37	\$50.74	\$76.11	\$101.48	\$128.85	\$162.22	\$177.60	\$202.97	\$228.34	\$253.71	\$279.08	\$304.45	\$329.82	\$355.19	\$380.56	\$405.83	\$431.30	\$456.67	\$482.05	\$507.42
Y CHARGE) (1) PERCENT INCREASE (D / B)	(E)	(%)	100.00%	68.28%	51.90%	42.84%	36.47%	31.75%	28.10%	25.21%	22,85%	20.90%	19.25%	17.84%	16.63%	15.57%	14.63%	13.80%	13.06%	12.39%	11.79%	11.25%	10.75%
COST RECOVER DOLLAR INCREASE (C-B)	ê	9	\$10.49	\$10.51	\$10.54	\$10.54	\$10.53	\$10.53	\$10.53	\$10.52	\$10.52	\$10.51	\$10.51	\$10.51	\$10.50	\$10.60	\$10.50	\$10.49	\$10.49	\$10.49	\$10.48	\$10.48	\$10.47
BILL DATA (EXCLUDING GAS COST RECOVERY CHARGE) (1) JURRENT PROPOSED DOLLAR PERCENT BILL INCREASE INCREASE (C-8) (D/8)	õ	<u> </u>	\$20.98	\$25.91	\$30.85	\$35.13	539.42	\$43.70	86'27'8	\$52.27	\$56.55	\$60.83	\$65.11	\$68.40	\$73.68	\$77.86	\$82.25	\$86.53	\$80.81	\$95.09	\$96.38	\$103.66	\$107.94
BILL DATA (CURRENT <u>BILL</u>	<u>(8)</u>	Ð	\$10.49	\$15.40	\$20,31	\$24,60	\$28.88	\$33.17	\$37.46	\$41,74	\$46.03	\$50.32	\$54.60	\$58.89	\$63.18	367.46	\$71.75	\$76.D4	\$80.32	\$84.61	\$88.90	\$93.18	\$97.47
LEVEL OF	€	(Ca)	a	23	6	75	001	25	55	175	200	225	250	275	300	325	320	375	9	425	450	475	200
	RATE SHEET		GENERAL SALES SERVICE (BATE 300) - GROUP 1 METERS																				
	불용		•	- 0	40	4	u.		۸ (. 00	9 0	• -	: =	. 6	i 🛱	7	. L	4	-	. —	ď	2	72

(1) Includes All Applicable Riders Including Applicable Gross Receipts Taxes. (2) Expected Gas Cost Rate Equals \$1.01483 Including Applicable Gross Receipts Tax.

VECTREN ENERGY DELWERY OF OHIO
CASE NO. 07-xxx-GA-AIR
TYPICAL BILL COMPARISON
GENERAL SALES SERVICE (RATE 320) - GROUP 2 METERS

SCHEDULE E-6 Page 6 of 16

DATA: 3 MONTHS ACTUAL AND 9 MONTHS ESTIMATED TYPE OF FILLING: PREFILING NOTICE WORK PAPER REFERENCE MORS):

		LEVEL OF <u>USAGE</u>	BILL DATA (CURRENT BILL	BILL DATA (EXCLUDING GAS COST RECOVERY CHARGE) (1 CURRENT PROPOSED DOLLAR PERCENT BILL BILL RICREASE INCREASE (IC-B) (D/B)	COST RECOVERY DOLLAR NCREASE (C-B)	CHARGE) (1 PERCENT NOREASE (D / B)	GAS COST RECOVERY (2)	TOTAL CURRENT PALL (8 + F)	TOTAL PROPOSED BILL (C+F)	PERCENT INCREASE (H-G)/G
N S	RATE SHEET	₹	(9)	<u>(</u> 2	<u> </u>	Œ	E	<u></u>	£	` E
į		(Ca)	(8)		.	£	€	; &	9	(&
-	GENERAL SALES SERVICE (RATE 320) - GROUP 2 METERS	0	\$28. 22	\$41.95	\$15.73	60.00%	\$0.00	\$26.22	241.95	60.00%
2		53	\$31.13	\$46.89	\$15.76	50.62%	\$25.37	\$58.50	172.26	27.89%
ęn		8	\$36.04	\$51.83	\$15.78	43.80%	\$50.74	\$86.78	\$102.57	18.19%
₹		75	\$40.33	\$56.11	\$15.78	39.13%	\$76.11	\$116.44	\$132.22	13.55%
us		5	\$44.61	\$60.39	\$15.78	35.36%	\$101.48	\$146.10	\$161.87	10.50%
E)		126	\$48.90	\$64.67	\$15.77	32.26%	\$126.85	\$175.76	\$191.53	8.97%
γ.		150	\$53.19	\$68.96	\$15.77	29.65%	\$152.22	\$206.41	\$221.18	7.68%
		175	\$57.47	\$73.24	\$15.77	27.43%	\$177.60	\$235.07	\$250.84	6714
(C)		200	261.76	\$77.52	\$15.76	25.52%	\$202.97	\$264.73	\$280.49	5.95%
2		225	\$96.03	\$81.83	\$15.76	23.86%	\$228.34	\$294.38	\$310.14	5.35%
Ξ		250	\$70.33	\$86.09	\$15.76	22.40%	\$253.71	\$324.04	\$339.80	4.86%
12		275	\$74,62	\$90.37	\$15.75	21.11%	\$279.08	\$353.70	\$369.45	4,45%
5		300	578.91	\$94.65	\$15.75	19.86%	\$304.45	\$383.36	\$389.10	4.11%
7		350	\$87.48	\$103,22	\$15.74	17.99%	\$355.19	\$442.67	\$458.41	3.56%
\$		400	\$36.05	\$111.79	\$16.73	16.38%	\$405.93	\$501.99	\$517.72	3,13%
€		450	\$104.63	5120.35	\$15,73	15.03%	\$456.67	\$561.30	\$577.03	2.80%
Þ		900	\$113.20	\$128.92	\$15.72	13.89%	\$507.42	\$620.62	\$636.33	2.53%
2		6	\$130.35	\$146.05	\$15.70	12.05%	9608.90	\$739.25	\$754.95	2.12%
Ş		700	\$147.49	\$163.18	\$15.68	10.64%	\$710.38	\$857.87	\$873.56	1.83%
8		800	\$164,64	\$180.31	\$15.67	8.62%	\$811.67	\$976.50	\$992.18	1,81%
7		900	\$181.78	\$197.44	\$15.65	8.61%	\$913.35	\$1,095.13	\$1,110.79	1.43%
22		1,000	\$198.93	\$214.58	915.64	7.87%	\$1,014.83	\$1,213.76	\$1,229.41	1.20%

(1) Includes All Applicable Riders Including Applicable Gross Receipts Taxes. (2) Expected Gas Cost Rate Equals \$1.01483 Including Applicable Gross Receipts Tax.

VECTREN ENERGY DELIVERY OF OHIO CASE NO. 07-DEX-GA-AIR TYPICAL BILL COMPARISON GENERAL SALES SERVICE (RATE 328) - GROUP 3 METERS SCHEDULE E-5 Page 7 of 15

DATA: 3 MONTHS ACTUAL AND 9 MONTHS ESTIMATED TYPE OF FILING: PREFILING NOTICE WORK PAPER REPERENCE NO(S):

	LEVEL OF USAGE	BILL DATA (I CURRENT BILL	BILL DATA (EXCLUDING GAS COST RECOVERY CHANGE) (1 URRENT PROPOSED DOLLAR PERCENT BILL BILL (C-B) (D/B)	COST RECOVER DOLLAR INCREASE (C-B)	Y CHANGE] (1 PERCENT INCREASE (0 / 8)	GAS COST RECOVERY (2)	TOTAL CURRENT BILL (B+F)	TOTAL PROPOSED BILL (C+F)	PERCENT INCREASE (H - G) / G
IE RATE ŚMEET O.	₹	<u>@</u>	(Ç)	<u>ê</u>	œ	Œ	ĝ.	£	€
	(Cc)	6	6	•	£	· •	6	(9)	£
GENERAL SALES SERVICE (RATE 320) - GROUP 3 METERS	•	\$26.22	\$83.90	\$57.66	220.00%	\$0.00	\$26.22	\$83.90	220.00%
	· 5	\$36.04	\$93.78	\$57.74	160.19%	\$50.74	\$86.78	\$144.52	56.50%
	5	\$44.81	5102.34	\$57.73	129.38%	\$101.48	\$146.10	\$203.83	39.51%
	200	\$53,19	\$110.91	\$57.72	108.52%	\$152.22	5205.41	\$263.13	28.10%
	200	\$61.76	\$118.47	\$57.71	93.45%	\$202.97	\$264.73	\$322.44	21.80%
	250	\$70.33	\$128.04	127.71	82.05%	\$253.71	\$324.04	\$381.75	17.81%
	300	\$78.91	\$136.61	\$57.70	73.12%	\$304.45	\$363,36	\$441.06	15.05%
	350	\$87.48	\$145.17	\$57.69	65 .85%	\$355.19	\$442.67	\$500.36	13.03%
	8	\$96.05	\$153.74	\$57.68	60.05%	\$405.93	\$501.99	\$559.87	11.49%
	450	\$104.63	\$162.30	\$57.68	55.13%	\$456.67	\$561.30	\$618.98	10.28%
	200	\$113.20	\$170.87	\$57.67	60.95%	\$507.42	\$620.62	\$678.28	8.22
	8	\$130.35	\$168.00	\$57.65	44.23%	\$608.90	\$738.26	\$796.90	28 .
	28	\$147.40	\$205,13	\$57.64	38.08%	\$710.38	\$857.87	\$915.51	6.72%
	900	\$164.64	\$222.28	\$57.63	35.00%	\$811.87	\$976.50	\$1,004.13	5.90%
	006	\$181.78	\$238.40	\$57.61	31.59%	\$913.35	\$1,095,13	\$1,152.74	5.26%
	1,000	\$198.93	\$256.53	\$57.80	28.95%	\$1,014.83	\$1,213.76	\$1,271,36	4.75%
	2,000	\$362.88	\$420.33	557.45	15.83%	\$2,029.66	\$2,382,55	\$2,450.00	2.40%
	3,000	3526.84	\$584.14	\$57,30	10.68%	\$3,044.50	\$3,571,34	\$3,628.64	1.60%
	4,000	\$690.79	\$747.95	\$57.16	8.27%	\$4,059.33	\$4,750.12	\$4,807.28	1,20%
	5,000	\$854,75	\$811.75	\$57.01	6.57%	\$5,074,16	\$5,928,91	\$5,985.82	%96.0
	8,000	\$1,018.70	\$1,075.56	\$56.86	5.58%	\$6,088.99	\$7,107.69	\$7,164.55	0.80%
	7,000	\$1,182.66	\$1,239.37	\$56.71	4.80%	\$7,103.83	\$6,280.48	\$8,343.19	0.68%
	9,000	\$1,346.61	\$1,403.18	\$56.57	4.20%	\$8,118.66	\$9,465.27	\$9,621.83	0.60%
	9,000	\$1,510.56	\$1,566.98	\$56.42	3.74%	\$8,133.49	\$10,644.05	\$10,700.47	0.63%
	10,000	\$1,674,51	\$1,730,79	\$56.27	3.36%	\$10,148,32	\$11,822.64	\$11,879,11	0.46%

(1) Includes All Applicable Riders Including Applicable Gross Receipts Taxes. (2) Expected Gas Cost Rata Equels \$1.01483 Including Applicable Gross Receipts Tax.

(1) includes All Applicable Riders Including Applicable Gross Racelpts Taxes. (2) Expected Gas Cost Rate Equats \$1.01483 Including Applicable Gross Receipts Tax.

VECTREN ENERGY DELINERY OF OHIO CASE NO. 07-XXX-GA-ART TYPICAL, BILL COMPARISON GENERAL TRANSPORTATION SERVICE (RATE 125) - GROUP 1 METERS

DATA: 3 MONTHS ACTUAL AND 9 MONTHS ESTIMATED TYPE OF FILING: PREFILING NOTICE WORK PAPER REFERENCE NO(S):

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SCHEDULE E-6 Page 8 of 15

INCREASE (H-G)/G \$20.98 \$25.91 \$30.86 \$35.13 \$43.70 \$43.70 \$60.40 \$17.96 \$1 Ξ \$467.46 \$166.05 \$147.15 \$511.11 \$676.06 \$1002.97 \$1,106.92 \$1,106.92 \$1,106.92 \$1,106.93 \$1,106. \$15.40 \$220.31 \$24.60 \$33.47 \$41.74 \$41.74 \$46.03 \$64.60 \$58.89 RECOVERY (2) GAS COST E 3 PERCENT INCREASE (D / B) BILL DATA (EXCLUDING GAS COST RECOVERY CHARGE) (1 100.00% 68.28% 55.20% 31.75% 28.10% 22.521% 22.85% 22.86% 19.25% 11.25% E ũ DOLLAR INCREASE (C - B) \$10.48 \$10.54 \$10.54 \$10.53 \$10.53 \$10.53 \$10.51 \$10.51 \$10.51 \$10.50 \$1 6 T PROPOSED \$35.13 \$35.13 \$43.70 \$47.98 \$42.27 \$60.65 \$60.65 \$60.65 \$77.96 \$7 CURRENT \$10.48 \$15.40 \$20.31 \$24.60 \$23.17 \$41.74 \$46.03 \$60.32 \$6 LEVEL OF USAGE GENERAL TRANSPORTATION SERVICE (RATE 325) -GROUP 1 METERS RATE SHEET

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VECTREN ENERGY DELIVERY OF OHIO CASE NO. 67-XX-GA-AIR TYPICAL BILL COMPARISON GENERAL TRANSPORTATION SERVICE (RATE 325) - GROUP 2 METERS

SCHEDULE E-5 Page 9 of 15

DATA: 5 MONTHS ACTUAL AND 9 MONTHS ESTIMATED	TYPE OF FILING: PREFILING NOTICE	WORK PAPER REFERENCE NOISH
DATA: \$ MONTH	TYPE OF FILING:	WORK PAPER R

PERCENT INCREASE (H - G) / G	ε	(%)	60.00%	50.62%	43.80%	39 13%	35.36%	32.26%	28.65%	27.43%	25.52%	23.86%	22.40%	21.11%	19.86%	17.99%	15,35%	15.03%	13.88%	12.05%	10.64%	9.52%	8.61%	7.86%
TOTAL PROPOSED R BILL I	£	£	541,95	\$46.89	551.53	\$58.11	\$60.38	\$64.67	\$69.86	\$73.24	\$77.52	\$81.81	\$86.09	\$90.37	\$94.65	\$103.22	\$111,79	\$120.35	\$128.92	\$146.05	\$163.18	\$180.31	\$197.44	\$214,58
TOTAL CURRENT BIL (8 + F)	<u>(S</u>	· •	\$25.22	\$31.13	535.0	\$40.33	\$44.61	\$48.90	\$53.18	\$57.47	561.76	\$66.05	\$70.33	\$74.62	\$78.91	\$97.48	\$96.05	\$104.63	\$113.20	\$130,35	\$147.49	\$164.64	\$181.78	\$198.83
GAS COST RECOVERY (2)	Ē	€																						
r CHARGE) (1 PERCENT <u>INCREASE</u> (D / 8)	<u>(i)</u>	(%)	60.00%	50.62%	43.80%	39.13%	35.36%	32.26%	29.65%	27.43%	25,52%	23.86%	22,40%	21,11%	19.96%	17,99%	16.38%	15,03%	13.89%	1205%	10.64%	9.52%	8.61%	7.87%
COST RECOVERY DOLLAR INCREASE (C-B)	Q)	€	\$15.73	\$15.76	\$15.78	\$15.78	\$15.78	\$15.77	\$15.77	\$15.77	\$15.76	\$15.76	\$15.76	\$15.75	\$15.75	\$15.74	\$15,73	\$15.73	\$15.72	\$15.70	\$15.69	\$15.67	\$15.66	\$15.64
BILL DATA (EXCLUDING GAS COST RECOVERY CHARGE) (1 SURRENT PROPOSED DOLLAR PERCENT BILL INCREASE INCREASE (C-8) (D/8)	Ô	€	\$41.95	\$48.89	\$51.83	\$56.13	\$60.39	\$64.67	\$58.BG	\$73.24	\$77.52	\$81.81	\$86.09	\$80.37	\$94.65	\$103.22	\$111.79	\$120.35	\$128.92	\$146.05	\$153.18	\$180.31	\$197.44	\$214.58
BRL DATA (CURRENT <u>BILL</u>	(9)	.€	\$26.22	\$31.13	\$36.04	\$40.33	\$44.61	\$48.90	\$53.19	\$57.47	\$61.76	\$66.05	\$70.33	\$74.62	\$78.91	\$67.48	\$66,05	\$104.63	\$113.20	\$130.35	\$147.49	\$164.64	\$181.78	\$198.93
LEVEL OF USAGE	€	(C)	0	52	9	55	5	<u>5</u>	150	175	200	225	250	275	30	350	9	450	200	909	700	800	006	1,000
	RATE SHEET		GENERAL TRANSPORTATION SERVICE (RATE 325).	GROUP 2 METERS						-														
!	2 2		-	a	m	4	47)	60	2	•	-	9	Ξ	12	£	7	ŧ,	9	1	50	19	8	2	ន

(1) Includes All Applicable Riders Including Applicable Gross Receipts Taxes. (2) Expected Gas Cost Rate Equals \$1.01489 Including Applicable Gross Receipts Tax.

VECTREN ENERGY DELIVERY OF OHIO CAGE NO. 07-XXX-GA-AIR TYPICAL BILL COMPARISON GENERAL TRANSPORTATION SERVICE (RATE 125) - GROUP 3 METERS

DATA: 3 WONTHS ACTUAL AND 8 MONTHS ESTIMATED TYPE OF FILING: PREFILING NOTICE WORK PAPER REFERENCE NO(3):

SCHEDULE E-6 Page 10 of 15

<u> </u>		LEVEL OF USAGE	BILL DATA (CURRENT	EXCLUDING GAS PROPOSED BILL	BILL DATA (EXCLUDING GAS COST RECOVERY CHARGE) (1 LURRENT PROPOSED DOLLAR PERCENT BILL BILL INCREASE INCREASE (C - B) (D / B)	CHARGE) (1 PERCENT INCREASE (0 / B)	GAS COST RECOVENY (2)	TOTAL CURRENT BILL (8 + F)	TOTAL PROPOSED BILL (C + F)	PERCENT INCREASE (H-G)/G	
NO.	RATE SHEET	€	<u>@</u>	0	<u>©</u>	Œ)	E)	<u>©</u>	Ξ	E	
	÷	(Cci)	(8)	. <u>(£)</u>	T	(36)	€	₹.	: •£	(%)	
1 GENERAL TRA	GENERAL TRANSPORTATION SERVICE (RATE 325) -	•	\$26.22	\$63.90	\$57.88	220.00%		\$26.22	\$83.90	220.00%	
2 GROUP 3 METERS	ETERS	25	\$36.04	\$83.78	\$57.74	160,19%		\$38.04	\$93.78	160,19%	
6		Š	\$44.61	\$102.34	\$57.73	129,30%		\$44.61	\$102.34	129.39%	
-		ĝ	\$53.19	5110.91	\$57.72	108.52%		\$53.19	\$110.91	108.62%	
N)		200	\$81.76	\$119.47	\$57.74	93.45%		\$61.76	\$119.47	83.45%	
t C		250	\$70.33	\$128.04	\$57.71	82.05%		\$70,33	\$128.04	85.05%	
		98	\$78.81	\$136.61	\$57.70	73.12%		\$78,91	\$136.61	73.12%	
- 100		320	\$87.48	\$145.17	\$57.69	65.95%		\$87.48	\$145.17	65.95%	
. 61		400	\$0.96\$	\$153.74	\$57.88	60.05%		\$86.05	\$153.74	60.05%	
		90	\$104,63	\$162.30	\$57.58	55.13%		\$104.63	\$162.30	55.13%	
=		200	\$113.20	\$170.87	\$57.67	50.95%		\$113.20	\$170.87	50.94%	
- 22		98	\$130.35	\$188.00	\$57.65	44.23%		\$130.35	\$188.00	44.23%	
£		82	\$147,49	\$205.13	\$57.64	39.08%		\$147.49	\$205,13	39.08%	
2		800	\$164.64	\$222.26	\$57.63	35.00%		\$164.64	\$222.26	35.00%	
5		006	\$181.78	\$239.40	\$57.61	31.69%		\$181.78	\$239.40	34,69%	
8		1,000	\$198.93	\$256,53	\$57.60	28.95%		\$198.93	\$256.53	28.95%	
4		2,000	\$362.88	\$420.33	\$57.45	15,83%		\$362.88	\$420.33	15.83%	
52		3,000	\$626.84	\$584.14	\$57.30	10.88%		\$526.84	\$584.14	10.88%	
9		4.000	\$680.79	\$747.95	\$57.16	8.27%		\$680,79	\$747.95	8.27%	
· 8		5,000	\$854.75	\$911,75	\$57.01	6.67%		\$854.75	\$911.75	6.67%	
1 2		6.000	\$1,018.70	\$1,075.56	\$56.86	5.58%		\$1,018.70	\$1,075.56	5.58%	
B		7,000	\$1,182,65	\$1,239.37	\$56.71	4.80%		\$1,182.65	\$1,239.37	4.80%	
8		8,000	\$1,346.61	\$1,403.18	\$56.57	4.20%		\$1,346.61	\$1,403.18	4.20%	
ដ		000'6	\$1,510.59	\$1,566.98	\$56.42	3.74%		\$1,510.56	\$1,566.98	3.74%	
5 2		10,000	\$1,674,51	\$1,730.79	\$56.27	3.36%		\$1,674.51	\$1,730.78	3.36%	
2											

(1) includes All Applicable Riders Including Applicable Gross Raceipts Taxes. (2) Expected Gas Cost Rate Equels \$1.01483 Including Applicable Gross Receipts Tax.

VECTREN ENERGY DELIVERY OF ONIO
CASE NO. 07-XXX-QAAR
TYPICAL BILL COMPARISON
LARGE GENERAL SALES SERVICE (RATE 310)

SCHEDULE E-6 Page 11 of 15

DATA: 3 MONTHS ACTUAL AND 8 MONTHS ESTIMATED TYPE OF FILING: PREFILING NOTICE WORK PAPER REFERENCE NOIS):

PERCENT INCREASE (H - G) / G	e	Ê	50.00%	2.83%	1.69%	1.29%	1.08%	0.95%	0.87%	0.60%	0.76%	0.72%	0.89%	1,02%	1,45%	1.67%	1.80%	1.69%	1,96%	2.00%	2.04%	2.07%
TOTAL PROPOSED BILL (C + F)	£	€	\$157.32	\$1,354.61	\$2,544.40	\$3,734.19	\$4,923.97	\$6,113.76	\$7,303,55	\$8,493.34	\$9,683.12	\$10,872.91	\$12,062.70	\$23,892.08	\$35,604.12	\$47,316.16	\$59,028,19	\$70,740.23	\$82,452.26	\$94,164.30	\$106,876,33	\$117,588,36
TOTAL CURRENT BILL (B+F)	(i)	E	\$104.88	\$1,317.32	\$2,502.03	\$3,586,74	\$4,871,45	\$5,058.16	\$7,240.88	\$8,425,59	\$9,610.30	\$10,795.01	\$11,979.72	\$23,650.07	\$36,094,77	\$46,539.47	\$57,984.18	\$69,428.B8	\$60,673.58	\$62,318,29	\$103,762,99	\$115,207.69
GAS COST RECOVERY (2)	E	E	\$0.00	\$1,014.83	\$2,029.66	\$3,044.50	\$4,069.33	\$5,074.16	\$6,088.99	\$7,103.83	\$8,118.66	\$9,133,49	\$10,148.32	\$20,296,64	\$30,444.97	\$40,583,29	\$50,741,61	\$60,889,93	\$71,038.26	\$81,156.58	\$91,334.90	\$101,483,22
Y CHARGE) (1 PERCENT NCREASE (0 / 8)	Œ	Ê	50.00%	12,33%	8.57%	7.38%	6.47%	5.87%	5.44%	5.13%	4.88%	4.69%	4.53%	7.32%	10.95%	13,05%	14.42%	15.38%	16.05%	16.58%	17.01%	17.35%
COST RECOVER DOLLAR INCREASE (C-8)	ê	8	\$52.44	837.78	\$42.37	\$47.46	\$52.52	\$57.60	\$62.67	\$7.75	\$72.83	\$77.90	\$82.96	\$242.02	\$509.35	\$776.69	\$1,044,02	\$1,311.35	\$1,578.68	\$1,846.01	\$2,113.34	\$2,380.67
BILL DATA (EXCLUDING GAS COST RECOVERY CHARGE) (URRENT PROPOSED DOLLAR PERCEN BILL BILL (C.6) (C.8)	<u>©</u>	€	\$157.32	\$339.78	\$514.73	\$689.69	\$864.65	\$1,039.60	\$1,214.56	\$1,389.51	\$1,564.47	\$1,739.42	\$1,914.38	\$3,595.45	\$5,159.16	\$6,722.87	\$8,286.58	\$9,650.29	\$11,414.00	\$12,977,72	\$14,541,43	\$16 ,105.14
BILL DATA (CURRENT BILL	<u>@</u>	<u>.</u>	\$104.88	\$302.49	5472.36	\$642.24	\$812.12	\$982.00	\$1,151.88	\$1,321.78	\$1,491,64	\$1,661,52	\$1.831.40	\$3,353.42	\$4,649.80	\$5,946.18	\$7,242.56	\$8,538,95	\$8,835,33	\$11,131,71	\$12,428.09	\$13,724,47
LEVEL OF USAGE	₹	<u>ြင်</u>	0	1,000	2,000	3,000	4,000	9,000	6,000	7,000	9,000	000'6	10,000	20,000	30,000	40,000	50,000	60.000	70,000	80,000	000'06	100,000
	O. RATE SHEET		1 LARGE GENERAL SALES SERVICE (RATE 330)		m	7	10	up.	4	80	5	•		D.	m	4	u_	99		•		02
CAN	Z	•										•	•	•	-	Ī	-	-	•	-		- 14

(1) Includes All Applicable Riders Inchaling Applicable Gross Receipts Taxes. (2) Expected Gas Cost Rate Equals \$1.01483 Including Applicable Gross Receipts Tax.

VECTREN ENERGY DELIVERY OF OHIO CASE NO. 07.xxx.0A.AIR TYPICAL BILL COMPARISON LARGE GENERAL TRANSPORTATION SERVICE (RATE 148)

SCHEDULE E-5 Page 12 of 15

DATA: 3 MONTHS ACTUAL AND 9 MONTHS ESTIMATED TYPE OF FILING: PREFILING NOTICE WORK PAPER REFERENCE NO(S):

(1) Indudes All Applicable Riders Inchaling Applicable Gross Raceipts Taxes. (2) Expected Gas Cost Rate Equals \$1.01483 Including Applicable Gross Receipts Tax.

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VECTREN ENERGY DELIVERY OF OHIO CASE NO. 07.33X-6A-AIR TYPICAL BILL COMPANISON LARGE VOLUME TRANSPORTATION SERVICE (RATE 180) Pormer rate: Large General Sales Service (Rate 336)

IS ESTIMATED		
DATA: 3 MONTHS ACTUAL AND 9 MONTHS ESTIMATED	TYPE OF FILING: PREFILING NOTICE	WORK PAPER REFERENCE NOISE

<u>!</u>		LEVEL OF USAGE	BILL DATA (CURRENT BILL	BILL DATA (EXCLUDING GAS COST RECOVERY CHARGE) (1) URRENT PROPOSED DOLLAR PERCENT BILL MOREASE INCREASE (C - 8) (D / 8)	COST RECOVERY DOLLAR INCREASE (C - B)	CHARGE) (1 PERCENT INCREASE (D / B)	GAS COST RECOVERY (2)	TOTAL CURRENT BILL (B+F)	TOTAL PROPOSED BILL (C+F)	PERCENT INCREASE (H - G) / G
NO.	RATE SHEET	ર્	(g)	õ	<u>(</u> 0)	<u>(i)</u>	Ð	<u>(5)</u>	£	ε
		(60)	9	9	<u> </u>	€	€	•	ê.	(%)
1 LARGE VOLUME	LARGE VOLUME TRANSPORTATION SERVICE (PATE 360)	0	\$104.88	\$524,38	\$418.51	400.00%		\$104.88	\$524.38	400.00%
Cd		8	\$203,68	\$585.80	\$382.12	187.81%		\$203.68	\$585,80	187.61%
₁ دی		1,000	\$302.49	\$647.23	\$344.74	113.97%		\$302.49	\$647.23	113.97%
4		2,000	\$472.36	\$762.56	\$290.19	61.43%		\$472.35	\$762.56	61.43%
**		3,000	\$642.24	\$877.89	\$235.65	36.69%		\$642.24	\$877.89	36.69%
		4,000	\$812.12	\$993.22	\$161.10	22,30%		\$812.12	\$993.22	22.30%
7		5,000	\$982.00	\$1,108.56	\$128.56	12.89%		\$982.00	\$1,108.56	12.89%
~		10,000	\$1,831.40	\$1,685.22	(\$146.18)	7.98%		\$1,831.40	\$1,685,22	7.88%
· Øs		15,000	\$2,680.80	\$2,261.89	(\$418.91)	-15.63%		\$2,680.80	\$2,261.89	-15.63%
đ		20,000	\$3,353.42	\$2,838.55	(\$514.87)	-15,35%		\$3,353,42	\$2,838.55	-15.35%
¥		30,000	\$4,649.BO	\$3,943.01	(\$706.80)	-15.20%		\$4,649.80	\$3,943,01	-15.20%
ţ		40,000	\$5,946.18	\$5,047.46	(\$398.72)	-15.11%		\$5,946.18	\$5,047.46	-15.11%
t		50,000	\$7,242.56	\$6,151.92	(\$1,090.64)	-15.06%		\$7,242.56	\$6,151,92	-15.06%
72		90,000	\$8,538,95	\$6,935.24	(\$1,603.70)	-18,78%		\$8,538.95	\$6,935,24	-18.78%
51		70,000	\$9,835,33	57,718.57	(\$2,116,76)	21.52%		\$9,835,33	\$7,718,57	21.52%
6		90,000	\$11,131,71	\$8,501.89	(\$2,629.81)	-23,63%		511, 131,71	55,501,89	-23.62%
1		000'06	\$12.428.09	\$9,285.22	(\$3,142.87)	-25.29%		\$12,428.09	\$9,285,22	-25.29%
18		100.001	\$13,724.47	\$10,068.54	(\$3,655,93)	-28.64%		513,724.47	\$10,068.54	-26.64%
2		150,000	\$20,206.37	\$13,986,16	(\$8,221.21)	487,00°		\$20,206.37	\$13,985,18	30.79%
8		200,000	\$26,688.28	\$17,901,78	(\$8,786.50)	32.82%		\$26,688.28	\$17,901.78	32.82%
4		250,000	\$33,170.18	\$21,816.40	(\$11,361.78)	-34.22%		\$33,170.18	\$21,818.40	34.22%
ន		300,000	\$39,652.09	\$25,736.02	(\$13,917.06)	-35.10%		\$39,652.09	\$25,735,02	-35.10%
R		360,000	\$46,133.99	\$29,651.64	(\$16,482.35)	-35.73%		\$46,133,99	\$29,651.64	-35.73%
78		400,000	\$52,616.90	\$33,568.26	(\$19,047.63)	-36.20%		\$52,615.90	\$33,565.28	-36.20%
×		450,000	\$59,097.80	\$37,484.88	(\$21,612.92)	36.57%		\$59,097.80	\$37,484.88	-36.57%
% %										

(1) Includes All Applicable Riders Including Applicable Gross Racelpts Texes. (2) Expected Gas Cost Rate Equels \$1.01483 including Applicable Gross Receipts Tax.

VECTREN ENERGY DELIVERY OF CHIC CASE NO. 07-XXX-GA-AIR TYPICAL BILL COMPARISON LARGE VOLUME TRANSPORTATION SERVICE (RATE 380)

FORMER RATE: LARGE GENERAL TRANSPORTATION SERVICE (RATE 346)

DATA: 3 MONTHS ACTUAL AND 8 MONTHS ESTIMATED TYPE OF FILING: PREFILING NOTICE WORK PAPER REFERENCE NOIS);

SCHEDULE E-5 Page 14 of 15

<u>.</u>		LEVEL OF USAGE	BILL DATA (CURRENT BILL	BILL DATA (EXCLUDING GAS COST RECOVERY CHARGE) (1) URRENT PROPOSED DOLLAR PERCENT BILL NOREASE INGREASE (C - B) (D / B)	COST RECOVER DOLLAR NCREASE (C-B)	Y CHARGE) (1 PERCENT INCREASE (D / B)	GAS COST Becovery (2)	TOTAL CURRENT BILL (8 + F)	TOTAL PROPOSED BILL (C+F)	PERCENT INCREASE (H - G) / G
NO.	RATE SHEET	€	(a)	6	ê	<u>(E)</u>	E	9	£	9
		(උඅ)	8	€	€	(%)	9	£	€	(%)
1 LARGE VOLUME T.	LARGE VOLUME TRANSPORTATION SERVICE (RATE 360)	0	\$104.88	\$624.38	\$419.51	400.00%		\$104.88	\$524.38	400.00%
CH C		200	\$181.35	\$585.80	5404.46 6700.41	223.03%		\$181.35	\$586.80	223.03%
กซ		900	\$383.03	5762.56	\$378.53	%50. 58		\$383.03	\$762.56	%60 B6
សា		0000	\$508.24	\$877.89	\$369.65	72.73%		\$508.24	\$877.88	72 73%
5 0		4,000	\$633.46	\$883.22	\$359.77	56.80%		\$633.46	\$993.22	56.79%
4		5,000	\$758.67	\$1,108.56	\$349.89	46.12%		\$758.67	\$1,108.56	46.12%
or,		10,000	\$1,384.73	\$1,685.22	\$300.49	21.70%		\$1,384,73	\$1,685,22	21.70
o (15,000	\$2,010.79	\$2.261.89	\$251.10	12.49%		\$2,010,78	\$2,261.89	12.49%
2 ₽		20,000	82,400.00 63,309.78	\$3.943.01	\$673.21	19.13%		S3 306 79	\$3 943.01	19.13%
: 2		40,000	\$4,159.50	\$5,047.46	36,78,96	21.35%		\$4,159.50	55,047,46	21,35%
13		50,000	\$5,009.22	\$6,151.92	\$1,142.71	22.81%		\$5,009.22	\$6,151.92	22.81%
7		60,000	\$5,858.63	\$6,905.24	\$1,076.32	18.37%		\$5,858,93	\$6,835,24	18.37%
\$		70,000	\$6,708.64	\$7,718.57	\$1,009.93	15.05%		\$6,708.64	\$7.718.57	15.05%
\$		80,000	\$7,558.35	58,501.89	\$843.54	12.48%		57,558,35	\$8,501.89	12.48%
17 18		100.000	\$6.406.06	\$10,068.54	57.7788 77.0788	10.43% 8.76%		38,257.77	\$10.068.54	8.76%
5 5		150,000	\$13,506.33	\$13,985,16	\$478.84	3.55%		\$13,506.33	\$13,985.16	3.55%
20		200,000	\$17,754.88	\$17,901.78	\$146.90	0.83%		\$17,754.88	\$17,901.78	0.83%
21		250,000	\$22,003.44	\$21,818.40	(\$185.03)	-0.84%		\$22,003.44	\$21,818.40	-0.84%
z		300,000	\$26,251.99	\$25,735.02	(\$516.97)	-1.97%		\$26,251.99	\$26,735.02	-1.97%
23		350,000	\$30,500.55	\$29,651.64	(\$B48.90)	-2.78%		\$30,500,55	\$29,651.64	-2.78%
24		400,000	\$34,749.10	\$33,568.26	(\$1,180.84)	-3.40%		\$34,749.10	\$33,568.26	-3.40%
25		450,000	\$38,997.66	\$37,484.88	(\$1,512.77)	-3.98%		\$36,927.66	137,464.88	%.89% 7.89%
27		`	A MA makedage 42	1.1. Last day All Amilioskio Dichno last adday Amilioskia Conse Dareinte Toyac	eldenilos A soilos do	Conse Decainte 7	v mrana			

(1) Includes All Applicable Riders Including Applicable Gross Receipts Taxes. (2) Expected Ges Cost Rate Equals \$1.01483 Including Applicable Gross Receipts Tax.

DATA: 3 MONTHS ACTUAL AND 9 MONTHS ESTIMATED TYPE OF FILING: PREFILING NOTICE WORK PAPER REFERENCE NO(S):

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ļ		ANNUAL <u>USAGE</u>	BILL DATA (E ANNUAL CURRENT BILL	BILL DATA (EXCLUDING GAS COST RECOVERY CHARGE) (1 ANNUAL ANNUAL ANNUAL ANNUAL CURRENT PROPOSED DOLLAR PERCENT BILL INCREASE INCREASE (C - B) (D / B)	COST RECOVERY ANNUAL BOLLAR INCREASE (C - B)	Y CHARGE) (1 ANNUAL PERCENT INCREASE (0 / 8)	, o H	TOTAL ANNUAL CURRENT BILL (B+F)	TOTAL ANNUAL PROPOSED BILL (C+F)	ANNUAL PERCENT INCREASE (H - G) / G	
NO.	CUSTOMER ID	ર્કે	e	<u>©</u>	<u>Q</u>	Œ	6	9	£	€	
		(උය)	(\$)	£	€	<u>\$</u>		(S)	9	(%)	
~ Ol to	400102930 400405885 400438970	917 936 328	29,014 22,349 4.053	29,718 22,917 4,364	\$703.70 \$568.03 \$300.62	2.43% 2.54% 7.42%	2 2 is	\$55,315,89 \$42,580,41 \$7,430,74	\$56,019.59 \$43,148.44 \$7,731.35	1.27% 1.33% 4.05%	

(1) Includes All Applicable Riders Including Applicable Gross Receipts Taxes. (2) Expected Gas Cost Rate Equals \$1.01483 Including Applicable Gross Receipts Tax. VECTREN ENERGY DELIVERY OF OHIO CASE NO. 07-XXX-GA-AIR TYPICAL BILL COMPARISON - STAGE 2 RATES AND CHARGES RESIDENTIAL SALES SERVICE - RATE 310 (MAY-OCTOBER) SCHEDULE E-6 Page 1 of 4

DATA: 3 MONTHS ACTUAL AND 8 MONTHS ESTIMATED TYPE OF FILING; PREFILING NOTICE WORK PAPER REFERENCE NOS);

PERCENT INCREASE (H - G) / G	8	3	42.86%	13.97%	7.21%	4.19%	2.49%	1.38%	0.69%	0.18%	-0.21%	-0.53%	-0.78%	-1.25%	-1,57%	-1.80%	-1.97%	2,11%	-2.22%	-2.31%	%60.2-
TOTAL PROPOSED BILL (C + F)	Ē	£	\$10.49	\$22.06	\$33.84	\$45.22	\$56.80	\$68.37	\$79.84	\$91.32	5102.79	\$114.26	\$125.73	\$154.41	\$183.00	\$211.77	\$240.45	\$269.13	\$297.81	\$326.49	\$355.17
TOTAL CURRENT BILL (8 + F)	<u>o</u>	€	\$7.34	\$19.36	\$31,38	843.40	\$65.42	\$67.44	\$79.28	\$91.15	\$103.01	\$114.87	\$126.72	\$156.37	\$186.01	\$215.66	\$245.29	\$274.94	\$304,56	\$334.22	\$363.87
GAS COST RECOVERY (2)	Ē	€	\$0.00	\$10.15	\$20.30	\$30.44	\$40.59	\$50.74	\$60.89	\$71.04	\$81.19	\$81.33	\$101.48	\$128.85	\$152.22	\$177.80	\$202.97	\$228.34	\$253,71	\$279.08	\$304.45
Y CHARGE) (1 PERCENT INCREASE (D / B)	Œ	%	42.86%	29.35%	20.41%	14.05%	9.29%	5.60%	2.99%	0.82%	-1.01%	-2.57%	-3.83%	6.62%	6.64%	-10.20%	-11.44%	-12.46%	-13.31%	-14,03%	-14.64%
COST RECOVER DOLLAR INCREASE (C-B)	ê	€	\$3.15	12.70	\$2.28	51.82	\$1.38	\$0.84	\$0.55	\$0.16	(\$0.22)	(\$0.61)	(\$6.98)	(\$1.95)	(\$2.92)	(\$3.88)	(84.B4)	(\$5.B1)	(\$6.77)	(\$7.73)	(\$18.70)
BILL DATA (EXCLUDING GAS COST RECOVERY CHARGE) (1 CURRENT PROPOSED DOLLAR PERCEINT BILL BILL INCREASE INCREASE (C - B)	<u>©</u>	Đ	\$10.49	\$11.92	\$13.34	\$14.77	516.20	\$17.63	\$18.95	\$20.28	\$21.60	\$22.92	\$24.25	\$27.56	\$30.87	\$34.78	\$37.48	\$40.79	\$44.10	847.41	\$50.72
BILL DATA (CURRENT BILL	(9)	9	\$7.34	\$9.21	\$11.08	\$12.95	\$14.82	\$16.70	\$18.40	\$20.11	\$21.82	\$23.53	\$25.24	\$28.51	\$33.78	\$38.06	\$4 2.33	\$48.80	\$60.87	\$56.14	\$59.42
LEVEL OF USAGE	€.	Ĉ	0	\$	8	30	40	20	Ş	2	90	8	100	126	150	175	300	225	250	275	300
	RATE SHEET		1 RESIDENTIAL SALES SERVICE - RATE 310 (MAY-OCTOBER)																		
!			-	લ	ro	4	ç	\$	•	6 0	φ.	2	Ξ	7	13	7	5	9	17	18	₽

Includes All Applicable Riders Including Applicable Gross Receipts Taxes.
 Expected Ges Cost Rate Equals \$1.0/483 Including Applicable Gross Receipts Tax.

VECTREN ENERGY DELIVERY OF DHIO CASE NO. 17-xxx-ga-Air TYPICAL BILL COMPARISON - STAGE 2 RATES AND CHARGES RESIDENTIAL SALES SERVICE - RATE 310 (NOVEMBER-APRIL)

SCHEDULE E-5 Page 2 of 4

DATA: 3 MONTHS ACTUAL AND 9 MONTHS ESTIMATED TYPE OF FILING: PREFILING NOTICE WORK PAPER REFERENCE NOIS;

(A) (B) (C) (D) (E) (F) (G) (H) (H) <th></th> <th>LEVEL OF</th> <th>BILL DATA () CURRENT <u>BILL</u></th> <th>BIL DATA (EXCLUDING GAS COST RECOVERY CHARGE) (1) URRENT PROPOSED DOLLAR PERCENT BILL INCREASE INCREASE (C - 8) (D / 8)</th> <th>COST RECOVER DOLLAR INCREASE (C - 8)</th> <th>YY CHARGE) (1) PERCENT INCREASE (D / 8)</th> <th>GAS COST RECOVERY (2)</th> <th>TOTAL CURRENT BILL (B + F)</th> <th>TOTAL PROPOSED BILL (C+F)</th> <th>PERCENT INCREASE (H - G) / G</th> <th></th>		LEVEL OF	BILL DATA () CURRENT <u>BILL</u>	BIL DATA (EXCLUDING GAS COST RECOVERY CHARGE) (1) URRENT PROPOSED DOLLAR PERCENT BILL INCREASE INCREASE (C - 8) (D / 8)	COST RECOVER DOLLAR INCREASE (C - 8)	YY CHARGE) (1) PERCENT INCREASE (D / 8)	GAS COST RECOVERY (2)	TOTAL CURRENT BILL (B + F)	TOTAL PROPOSED BILL (C+F)	PERCENT INCREASE (H - G) / G	
(\$) (\$) <th></th> <th>ક્ર</th> <th>(9)</th> <th>(2)</th> <th><u>(a)</u></th> <th>Œ</th> <th>()</th> <th>9</th> <th>Ξ</th> <th>2</th> <th></th>		ક્ર	(9)	(2)	<u>(a)</u>	Œ	()	9	Ξ	2	
97.34 \$23.07 \$15,73 \$14,29% \$0.00 \$7.34 \$23.07 99.21 \$24,60 \$15,29 \$16,597% \$10,15 \$19.86 \$23.07 \$10.08 \$22,60 \$14,41 \$11,20% \$20.30 \$31.38 \$30.46 \$10.26 \$22,63 \$14,41 \$11,20% \$20.30 \$31.38 \$30.65 \$10.27 \$20.32 \$13.44 \$11,20% \$20.30 \$31.38 \$30.65 \$10.26 \$20.32 \$13.14 \$11,20% \$20.04 \$66.42 \$30.36 \$10.70 \$20.22 \$13.14 \$11,20% \$10.04 \$10.20 \$10.20 \$10.71 \$20.22 \$13.14 \$11,37% \$90.09 \$90.29 \$90.29 \$90.29 \$20.13 \$21.24 \$13.14 \$11,37% \$90.09 \$90.29 \$90.29 \$90.29 \$20.14 \$12.24 \$12.24 \$10.30 \$11.20 \$11.20 \$11.20 \$11.20 \$11.20 \$11.20 \$11.20 \$11.20 <t< td=""><td></td><td>(C</td><td>9</td><td>(5)</td><td>· (5)</td><td>(%)</td><td>(g)</td><td>€</td><td>ê</td><td>(8</td><td></td></t<>		(C	9	(5)	· (5)	(%)	(g)	€	ê	(8	
99.21 \$24.60 \$15.29 165.97% \$10.15 \$19.89 \$10.46 \$10.46 \$10.46 \$10.46 \$10.46 \$10.46 \$10.46 \$10.46 \$10.46 \$10.46 \$10.46 \$10.29 \$10.20<	RESIDENTIAL SALES SERVICE - RATE 310 (NOV APRIL)	0	\$7.34	\$23.07	\$15.73	214.29%	40.050	\$7.34	\$23.07	214.28%	
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\$46.60 \$63.38 \$6.78 14.54% \$228.34 \$274.94 \$281.72 \$50.87 \$56.69 \$6.81 11.43% \$253.71 \$304.58 \$310.39 \$56.14 \$90.00 \$4.85 \$109% \$278.08 \$234.22 \$360.7 \$39.42 \$53.30 \$3.89 \$5.4% \$304.45 \$353.87 \$387.75		500	\$42.33	\$50.07	\$7.74	18.29%	\$202.97	\$245.29	\$253,04	3,16%	
\$50.87 \$56.69 \$6.81 11.43% \$253.71 \$304.58 \$310.39 \$55.14 \$90.00 \$4.85 B.00% \$278.08 \$334.22 \$338.07 \$39.42 \$63.30 \$3.89 6.54% \$304.45 \$353.87 \$387.75		225	\$46.60	\$53.38	\$6.78	14.54%	\$228,34	\$274.94	\$281.72	2.47%	
\$65.14 \$60.00 \$4.85 B.80% \$279.0B \$334.22 \$339.07 \$39.42 \$59.42 \$53.30 \$3.30 \$33.89 \$5.4% \$304.45 \$353.87 \$387.75		250	\$50.87	\$56.69	\$5.81	11,43%	\$253.71	\$304.58	\$310.39	1.91%	
\$59.42 \$63.30 \$3.89 8.54% \$304.45 \$363.87 \$367.75		275	\$55,14	\$60.00	\$4.85	8.80%	\$279.08	\$334.22	\$339.07	1,45%	
		300	\$59.42	\$63.30	\$3.86	6.54%	\$304,45	\$363.87	\$367.75	1.07%	

(1) Inclutes All Applicable Riders including Applicable Gross Receipts Taxes. (2) Expected Gast Cost Rate Equels 90.96794 Including Applicable Gross Receipts Tax.

VECTREN ENERGY DELIVENY OF ONIO CASE NO. 87-XXX-GA-AIR TYPICAŁ BILL COMPARISON - STAGE 2 RATES AND CHARGES RESIDENTIAL TRANSPORTATION SERVICE - RATE 318 (MAY-OCTOBER)

SCHEDULE E-5 Page 3 of 4

DATA: 3 MONTHS ACTUAL AND 3 MONTHS ESTIMATED TYPE OF FILLING: PREFILING NOTICE WORK PAPER REFERENCE NOIS):

PERCENT INCREASE (H - G) / G	ε	(%)	42.86%	29.35%	20.41%	14.05%	9.29%	5.60%	2.89%	0.82%	-1.01%	-2.57%	-3.83%	6.62%	-8.64%	-10.20%	11.4%	-12.46%	-13,31%	-14,03%	-14.64%
TOTAL PROPOSED BILL (C+F)	Ξ	Œ	\$10.49	\$11.92	\$13.34	514.77	\$16.20	\$17.63	518.95	\$20.28	\$21.60	\$22.92	\$24.25	\$27.56	\$30.87	\$34.18	\$37,48	\$40,79	544,10	547.41	\$50.72
TOTAL CURRENT BILL (8 + F)	9	€	\$7.34	\$9.21	\$11.08	\$12.95	\$14.82	\$16.70	\$18.40	\$20.11	\$21.82	\$23.53	\$25.24	\$29.51	\$33.78	\$38.06	\$42.33	\$46.80	\$50.87	\$55.14	\$59.42
GAS COST RECOVERY (2)	£	€																			
Y CHARGE) (1 PERCENT INCREASE (D / B)	Ð	(%)	42.86%	29.35%	20.41%	14.05%	9.29%	5.60%	2.99%	0.82%	-1.01%	-2.57%	-3.93%	-6.62%	-8.564%	-10.20%	-11.44%	-12.46%	-13.31%	-14.03%	-14.64%
COST RECOVERY DOLLAR INGREASE (C - B)	ē	(2)	\$3.15	\$2.70	\$2.26	\$1.82	\$1.38	\$0.94	\$0.55	\$0.16	(\$0.22)	(\$0.61)	(\$0.99)	(\$1.95)	(\$2,92)	(\$3.88)	(\$4.84)	(\$5.81)	(\$6.77)	(\$7.73)	(\$8.70)
BILL DATA (EXCLUDING GAS COST RECOVERY CHARGE) (1 CURRENT PROPOSED DOLLAR PERCENT BILL INCREASE INCREASI (C-8) (D/8)	ઈ	•	\$10.49	\$11.92	\$13.34	\$14.77	\$16.20	\$17.63	518.95	\$20.28	\$21.60	\$22.92	\$24.25	\$27.56	\$30.87	\$34.18	\$37.48	\$40.79	\$44. to	547.41	\$50.72
BILL DATA (I CURRENT BILL	(9)	€	\$7.34	\$9.21	\$11.08	\$12.05	\$14.82	\$16.70	\$18.40	\$20.11	\$21.62	523.53	\$25.24	\$29.51	\$33.78	\$38.08	\$42.33	\$46.60	\$50.87	\$55.14	\$59,42
LEVEL OF	€	(60)	0	10	20	ä	9	50	9	20	8	06	<u>6</u>	125	160	175	200	225	250	275	300
	RATE SHEET		RESIDENTIAL TRANSPORTATION SERVICE - RATE 315	(MAY - OCTOBER)																	
	2		~	FN;	(7)	4	ψĐ	Ф	^	•	61	2	Ξ	5	13	2	5	9	4	E,	B

(1) Includes All Applicable Riders Including Applicable Gross Receipts Taxes. (2) Expected Ges Cost Rate Equals \$1.01483 Including Applicable Gross Receipts Tax.

VECTREN ENERGY DELVERY OF ONIO
CASE NO. 07-XXX-QAAR
TYPKCAL BILL COMPARISON - STAGE 2 RATES AND CHARGES
RESIDENTIAL TRANSPORTATION SERVICE - RATE 315 (NOVEMBER-APRIL)

SCHEDULE E-5 Page 4 of 4

DATA: 3 MONTHS ACTUAL AND 9 MONTHS ESTIMATED TYPE OF FILING: PREFILING MOTICE WORK PAPER REFERENCE NOIS):

TOTAL PROPOSED PERCENT BILL INCREASE (C+F) (H-G)/G	E (H)	(%)		\$24.50 165.97%																	
TOTAL CURRENT P BILL (B+F)	(0)	€	57.34	\$6.21	\$11.08	\$12.95	\$14.82	\$18.70	\$16.40	£20.1	\$21.82	\$23,63	\$25.24	\$29.51	\$33.78	\$38.06	\$42.33	\$49.00	\$50.87	\$55.14	\$59.42
GAS COST RECOVERY (2)	E	£																			
Y CHARGE) (1) PERCENT INCREASE (D / 8)	Ð	Ê	214.29%	165.97%	133,96%	111.20%	94,19%	\$60.98 %	71.37%	63,39%	56,68%	50.91%	45.94%	36,02%	28.62%	22.87%	18.29%	14,54%	11,43%	8.80%	6.54%
BILL DATA (EXCLUDING GAS COST RECOVERY CHARGE) (1 IJRRENT PROPOSED DOLLAR PERCENT BILL BILL INCREASE INCREASE (C - 8) (D / 8)	(g)	£	\$15.73	\$15.29	\$14.85	\$14.41	\$13.96	\$13.52	\$13.14	\$12.75	\$12.36	511.98	\$11.59	\$10.63	\$9.57	\$8.70	\$7.74	\$6.7 8	\$5.81	7. 88	\$3.89
EXCLUDING GAS PROPOSED BILL	<u>(5)</u>	€	\$23.07	\$24.50	\$25.93	\$27.36	\$28.79	\$30.22	\$31.54	\$32.88	\$34.19	\$35.51	836,83	\$40,14	\$43.45	\$45.76	\$50,07	\$53.38	\$56.69	\$60.00	\$63.30
BILL DATA (CURRENT BILL	<u>6</u>	9	\$7.34	\$9.21	\$11.08	\$12.95	\$14.82	\$18.70	\$18.40	11.02	\$21.82	\$23,53	\$25.24	\$29.51	\$33.78	\$38.06	\$42.33	\$46.60	\$50.87	\$55.14	\$59.42
LEVEL OF USAGE	ŝ	(Ccd)	0	ę	8	8	4	ŝ	8	2	8	8	õ	2 2	6 5	175	200	525	520	275	300
	RATE SHEET		RESIDENTIAL TRANSPORTATION SERVICE - RATE 315	(NOVEMBER - APRIL)																	
<u>.</u>	2	1	-	N	m	4	ĸ	10	^	a p	ø	5	Ŧ	ŭ	ū	7	5	5	1	18	6

(1) Includes All Applicable Riders Including Applicable Gross Receipts Taxes. (2) Expected Gas Cost Rate Equals \$1.0/483 fincluding Applicable Gross Receipts Tax.



Voctron Energy Delivery
P.O. Box 209

Evansville, Indiana 47702-0209

September 28, 2007

Dear Ohio elected official:

For only the second time in 15 years, Vectren Energy Delivery of Ohio (VEDO) intends to file a rate increase with the Public Utilities Commission of Ohio (PUCO). As required by Ohio law, today we filed a pre-filing notice and issued a news release outlining the need for the rate adjustment. The request would be applicable to base rate charges delivered to our 318,000 customers in the Dayton and west central Ohio service area. The request, if approved by the PUCO, would increase the annual bill of a typical homeowner by less than 8 percent. The need for this request is outlined in the enclosed fact sheet.

In keeping with the normal regulatory process, the PUCO will conduct public hearings in the service area to provide a forum for questions and statements regarding our request before they issue a ruling. Keep in mind this process could take several months to a year.

The fact sheet should also help address questions that may arise from your constituents. If you would like to discuss any of this material, please call me at (937) 312-2556.

Sincerely,

Dan Berry President

Vectren Energy Delivery of Ohio

Daniel X. Berry

Encl: Rate Case Fact Sheet



Natural Gas Rate Case

FACT SHEET

Vectren Energy Delivery

Natural Gas Rate Case

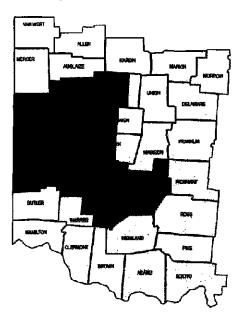
On September 28, 2007, Vectren Energy Delivery of Ohio (Vectren) issued a pre-filing notice to the Public Utilities Commission of Ohio (PUCO) for a natural gas base rate increase. The PUCO review process includes public hearings to be held with specific dates, times and locations as determined by the PUCO.

If the proposal is approved, the annual total natural gas bill for a residential customer is estimated to increase less than 8% or less than \$7 per month.

This notice marks only the second time in the past 15 years that Vectren (or the prior system owner) has sought to adjust its gas delivery rates.

Vectren serves 318,000 natural gas customers in all or portions of Auglaize, Butler, Champaign, Clark, Clinton, Darke, Fayette, Greene, Highland, Logan, Madison, Miami, Montgomery, Pickaway, Preble, Shelby and Warren counties.

Vectren Energy Delivery of Ohio Service Territory



Quick Facts

There are two parts to the residential gas bill: the "Gas Cost Recovery Charge," which represents the cost of the natural gas consumed, and the "Base Rate Charges," which are the cost Vectren incurs to deliver the gas to your home or business. The base rate case only impacts the "Base Rate Charges" bill component.

The last base rate increase was in April 2005. In that case, Vectren settled with the staff of the PUCO and other parties for a \$15.7 million increase, and that settlement was approved by the PUCO.

This modest increase resulted in a 4.3% increase in customer bills.

In this 2007 rate adjustment petition, Vectren is requesting \$29 million.

Since 1991, about \$160 million has been invested to improve Vectren's 5,200-mile gas distribution system in west central Ohio. Although the 2005 rate increase was a step toward the recovery of those costs, Vectren must completely recover the costs associated with maintaining safe, reliable service and to account for the significant investment the company has made in the infrastructure of its gas distribution system in the past decade and a half.

Included in this filing is a proposal to recover costs associated with the enhancement and replacement of Vectren's aging natural gas infrastructure in addition to other programs and services needed to continue safe energy delivery. Some of these necessities include:

- Regulator station work, including fence and regulator maintenance.
- Additional workplace training and apprenticeship programs to help replace Vectren's aging workforce.
- Line/right-of-way clearance for transmission and distribution lines.
- Enhanced meter testing services, including audits and inspection programs.

The base rate filing will not go into affect until the PUCO reviews and approves the adjustment. This regulatory process could take several months to a year.

VECTREN ENERGY DELIVERY OF OHIO

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