

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

TARIFF FOR ELECTRIC SERVICE

I.U.R.C. No. E-13

ISSUED PURSUANT TO ORDER OF THE
INDIANA UTILITY REGULATORY COMMISSION
IN CAUSE NO. 43839
EFFECTIVE

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Effective: May 3, 2011

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DEFINITIONS

Except where the context requires otherwise, the following terms shall have the meanings defined below when used in this Tariff for Electric Service:

Abbreviations:

FAC – Fuel Adjustment Clause
FERC – Federal Energy Regulatory Commission
IURC – Indiana Utility Regulatory Commission
kVa – kilovoltampere
kW – kilowatt
kWh – kilowatthour
OUC – Indiana Office of Utility Consumer Counselor

Ampere – The unit used to measure an electric current or rate of flow of electricity in a circuit.

Bill – An itemized list or statement of fees and charges for Electric Service or other services provided by Company. A Bill may be rendered by mail or by electronic means.

Billing Demand – Customer's measured, estimated, calculated or contracted usage in kW or kVa utilized for billing purposes, determined as specified in the applicable Rate Schedule.

Coincident Peak – The maximum demand for each customer class at the time of the maximum demand on Company's system.

Commission – The Indiana Utility Regulatory Commission.

Commission's Regulations – The Indiana Administrative Code, Title 170, Article 4 for Electric Utilities, as promulgated from time to time by the Commission. (A copy of the Commission's Regulations is available upon request at Company's offices and is also posted at Company's website, www.vectren.com, under the heading of "Corporate" and the subheading of "Regulatory Information.")

Company – Southern Indiana Gas and Electric Company d/b/a Vectren Energy Delivery of Indiana, Inc. (Vectren South).

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

Contract – Legal agreement between Company and Customer that establishes mutually acceptable terms of service.

Contract Demand – Level of maximum expected demand established in Contract between Company and Customer.

DEFINITIONS

(Continued)

Curtailement – The interruption or limitation of Electric Service available to Customer pursuant to Company's Curtailement Procedures.

Curtailement Period – The period of time during which Electric Service is subject to Curtailement.

Curtailement Procedures – Rule 18 of Company's General Terms and Conditions.

Customer – Any individual, partnership, association, firm, public or private corporation, municipality or other government agency, or any other entity agreeing to pay for Electric Service provided by Company with its consent. A Customer shall include any person receiving Electric Service from Company irrespective of whether that person is the individual in whose name the Electric Service is being received.

Customer Facilities Charge – Monthly charge applicable to Electric Service under each Rate Schedule.

Deceptive – As used in Company's General Terms and Conditions, Rule 3(a), receipt of Electric Service by Customer at Customer's Premises the term "deceptive" refers to a situation wherein a Customer has made a claim of identify theft that is, upon investigation, determined to be not legitimate.

Demand Charge – That portion of the charge for electric service based upon the electric capacity (kW or kVa) billed under an applicable Rate Schedule.

Electric Service – The provision by Company under a specific Rate Schedule of electricity at Company's point of delivery to Customer, irrespective of whether any such electricity is actually consumed.

Energy Charge – That portion of the charge for Electric Service based upon the electric energy (kWh) consumed.

Fixed Cost Revenues - Revenues from Customer Facilities Charge, Energy Charge, and Demand Charge, less any Transformer Ownership or Transmission Voltage Discounts, as applicable and indicated in the Rate Schedule applicable to Customer.

Four Coincident Peak (4CP) – The average of the monthly Coincident Peaks during the four (4) summer months of June, July, August and September.

Fuel Adjustment Clause (FAC)- Fuel cost recovery process approved for Company through Commission orders, including the Commission's generic orders in Cause Nos. 33061, 35687 and 37712, and the Order in Cause No. 43839.

Fuel Charge – Line loss adjusted charge which recovers the base rate fuel cost component, per kWh, applicable to each Rate Schedule.

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

DEFINITIONS

(Continued)

K-12 School – An educational institution administering or providing educational programs from kindergarten through grade 12, or any subset thereof.

Maximum Demand – The metered average load in kW or kVa during the 15 minute period of maximum usage in the month as determined by suitable instruments installed by Company

MISO – Midwest Independent System Operator, the Regional Transmission Organization of which Company is a member.

Month – The interval between successive regular meter reading dates.

Municipal Corporation – Corporation owned and operated by a city or town in Indiana.

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

Ohm – The unit of measurement of electrical resistance. The resistance of a circuit in which a potential difference of one (1) volt produces a current of one (1) ampere.

Power Factor – The fraction of power actually used by Customer's electrical equipment compared to the total apparent power supplied, usually expressed as a percentage.

Premises – A distinct portion of real estate such as the living quarters for the use of a single family, or the main building of a Non-Residential Customer; may include outlying or adjacent buildings used by the same, provided the use of service in the outlying buildings is supplemental to the Electric Service used in the main residence or building.

Primary Voltage – As defined in Rule 17 of Company's General Terms and Conditions.

Prior Year – The most recent twelve Months (inclusive of the current billing Month).

Rate Schedule – A description of Electric Service applicable to a particular classification of Customers with specific Availability, Applicability, Character of Service, Rates and Charges, and Terms and Conditions.

Residential Customer – Customer using Electric Service primarily for a single family dwelling unit, mobile home, apartment unit or condominium.

Secondary Voltage - As defined in Rule 17 of Company's General Terms and Conditions.

Service Area – Areas in which Company has Electric Service available or may offer Electric Service, as certified by the Commission.

Single Phase – A circuit energized by a single, alternating electromotive force

DEFINITIONS

(Continued)

Three Phase – A combination of three circuits energized by alternating electromotive forces that differ in phase by 120 degrees.

Transformer Ownership Discount – A discount, applicable to certain Rate Schedules, provided to Customers who own, operate and maintain all transformer facilities.

Transmission Voltage - Designation of electromotive force for transporting bulk electric energy; 69,000 volts or greater.

Transmission Voltage Discount – Discount provided to Customers who receive service 69,000 volts or higher.

VAR - Reactive component of power.

Variable Production Charge – Base rate charge which recovers Variable Production Costs.

Variable Production Costs – Variable costs associated with Company's generation of electricity.

Volt – The electromotive force applied to a circuit with a resistance of one ohm that will produce a current of one ampere.

Watt – The unit of electric power represented by a current of one ampere under the pressure of one volt in a circuit of unity power factor.

RATE RS **RESIDENTIAL SERVICE**

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rate Schedule shall be applicable to all Residential Customers. Customers shall be classified for billing purposes as either Standard or Transitional. A Transitional Customer shall be any Residential Customer who receives service at a Transitional Premises. A Transitional Premises is any Residential Premises which permanently and exclusively uses electric equipment for space heating, takes all service through one meter and which either received service under the former Rate EH as of May 3, 2011 or which is attached to Company's distribution system on or before May 3, 2012. Standard Customers are all other Residential Customers.

CHARACTER OF SERVICE

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

RATES AND CHARGES

The monthly Rates and Charges for service hereunder shall be:

Customer Facilities Charge:

\$11.00 per month

Energy Charge:

Standard Customers

\$0.09795 per kWh for all kWh used per month

Transitional Customers

\$0.07675 per kWh for the first 1,000 kWh used per month

\$0.05279 per kWh for all over 1,000 kWh used during the months of June through September

\$0.03908 per kWh for all over 1,000 kWh used during the months of October through May

Fuel Charge:

\$0.03889 per kWh for all kWh used per month

Variable Production Charge:

\$0.00475 per kWh for all kWh used per month

RATE RS
RESIDENTIAL SERVICE
(Continued)

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Facilities Charge.

Adjustments:

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment

Riders:

The following Riders are available to qualified Customers:

- Rider NM – Net Metering Rider
- Rider DLC – Direct Load Control Rider

Other Charges:

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

RATE B **WATER HEATING SERVICE**

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rate Schedule shall be applicable to Customers electing service hereunder for separately metered service used for water heating, subject to the conditions set forth below. This Rate Schedule is closed to new Customers.

CHARACTER OF SERVICE

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

RATES AND CHARGES

The monthly Rate and Charges for service hereunder shall be:

Customer Facilities Charge:

\$ 5.00 per month

Energy Charge:

\$0.04976 per kWh for all kWh used per month

Fuel Charge:

\$0.03889 per kWh for all kWh used per month

Variable Production Charge:

\$0.00475 per kWh for all kWh used per month

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Facilities Charge.

Adjustments:

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment

Riders:

The following Rider is available to qualified Customers:

- Rider DLC – Direct Load Control Rider

Other Charges:

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

RATE B
WATER HEATING SERVICE
(Continued)

TERMS AND CONDITIONS OF SERVICE

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

1. Any replacement heaters shall be thermostatically controlled and of a type approved by Company.
2. Water heaters shall be permanently installed and in regular use by Customer and shall not be less than 40 gallons capacity.
3. Company reserves the right to control the operation of water heaters where uncontrolled operation creates distribution system difficulties. In such event the controlled period will not exceed six hours per day, the hours of control to be determined by Company.
4. Electric Service will be furnished through a separate meter to which no other equipment may be connected.

RATE SGS **SMALL GENERAL SERVICE**

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rate Schedule shall be applicable to any Non-Residential Customer with a Prior Year Maximum Demand or, if new Customer, an estimated Maximum Demand, of 10kW, or less electing service hereunder. Company shall determine Customer's estimated Maximum Demand by review of the connected load or other suitable means.

CHARACTER OF SERVICE

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

RATES AND CHARGES

The monthly Rates and Charges for service hereunder shall be:

Customer Facilities Charge:

\$11.00 per month

Energy Charge:

\$0.09243 per kWh for the first 1,000 kWh used per month

\$0.07014 per kWh for the next 1,000 kWh used per month

\$0.03867 per kWh for all over 2,000 kWh used per month

Fuel Charge:

\$0.03889 per kWh for all kWh used per month

Variable Production Charge:

\$0.00475 per kWh for all kWh used per month

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Facilities Charge.

Adjustments:

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment

Riders:

The following Riders are available to qualified Customers:

- Rider NM – Net Metering Rider
- Rider DLC – Direct Load Control Rider

Other Charges:

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

RATE SGS
SMALL GENERAL SERVICE
(Continued)

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

RATE DGS **DEMAND GENERAL SERVICE**

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rate Schedule shall be applicable to any Non-Residential Customer with a Prior Year Maximum Demand of more than 10kW for light and/or power requirements supplied through one light meter and/or one power meter, or at the option of Company, through a single meter for lighting and power, who elects service hereunder. Customer shall be classified for billing purposes based on Prior Year Maximum Demand as follows:

- DGS-1 – Up to and including 70 kW
- DGS-2 – Over 70 kW and up to and including 300 kW
- DGS-3 – Over 300 kW

CHARACTER OF SERVICE

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

RATES AND CHARGES

The monthly Rates and Charges for service hereunder shall be:

Customer Facilities Charge:

- DGS-1 - \$15.00 per month
- DGS-2 - \$35.00 per month
- DGS-3 - \$75.00 per month

Demand Charge:

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

\$5.500 per kW per Month for all kW of Billing Demand in excess of 10 kW

Energy Charge:

- \$0.08146 per kWh for the first 1,000 kWh used per month
- \$0.05834 per kWh for the next 14,000 kWh used per month *
- \$0.02713 per kWh for all over 15,000 kWh used per month

*For Billing Demand in excess of 10 kW add 300 kWh per kW of such excess to this rate usage step.

Fuel Charge:

\$0.03887 per kWh for all kWh used per month

Variable Production Charge:

\$0.00474 per kWh for all kWh used per month

RATE DGS
DEMAND GENERAL SERVICE
(Continued)

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Facilities Charge plus the Demand Charge.

Transformer Ownership Discount:

Customers with a Maximum Demand of 100 kW or greater and receiving service at Company's available Primary Voltage may own, operate and maintain all transformer facilities. A discount of forty-five and one-tenth cents (\$0.451) for each kW of Billing Demand will apply to such customers.

Adjustments:

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment

Riders:

The following Riders are available to qualified Customers:

- Rider IP-2 – Interruptible Power Service
- Rider NM – Net Metering Rider
- Rider DLC – Direct Load Control Rider
- Rider IO – Interruptible Option Rider
- Rider AFS – Alternate Feed Service Rider
- Rider ED – Economic Development Rider
- Rider AD – Area Development Rider
- Rider TS – Temporary Service Rider
- Rider DR – MISO Demand Response

Other Charges:

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

DETERMINATION OF BILLING DEMAND

The Billing Demand for the current month shall be the Maximum Demand, but not less than 60% of the highest Maximum Demand for the Prior Year.

SEPARATE METERING

When the lighting and power demands are metered separately, the Maximum Demand of the Month shall be the arithmetical sum of the Maximum Demand of each meter. The energy use of the lighting and power meters shall also be added.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

RATE OSS **OFF-SEASON SERVICE**

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rate Schedule shall be applicable to any Non-Residential Customer with a Prior Year Maximum Demand of more than 10kW whose service address is an Eligible Premises. An Eligible Premises is one which permanently and exclusively uses electric equipment for space heating, takes all service through one meter, and which received service under Rate OSS on or before May 3, 2011 and who elects service hereunder.

CHARACTER OF SERVICE

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

RATES AND CHARGES

The Monthly Rates and Charges for service hereunder shall be:

Customer Facilities Charge:

\$15.00 per month

Demand Charge:

\$5.00 per kW per month for all kW of Billing Demand.

Energy Charge:

\$0.04702 per kWh for all kWh used per month.

Fuel Charge:

\$0.03889 per kWh for all kWh used per month

Variable Production Charge:

\$0.00475 per kWh for all kWh used per month

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Facilities Charge plus the Demand Charge.

Adjustments:

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment

Effective: May 3, 2011

RATE OSS
OFF-SEASON SERVICE

(Continued)

Riders:

The following Riders are available to qualified Customers:

- Rider IP-2 – Interruptible Power Service
- Rider NM – Net Metering Rider
- Rider DLC – Direct Load Control Rider
- Rider IO – Interruptible Option Rider
- Rider AFS – Alternate Feed Service Rider
- Rider DR – MISO Demand Response

Other Charges:

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

DETERMINATION OF BILLING DEMAND

The Billing Demand for the current month shall be the highest Maximum Demand established during the previous months of June, July, August or September, but not less than 10 kW.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

RATE LP **LARGE POWER SERVICE**

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rate Schedule shall be applicable to any Non-Residential Customer receiving Electric Service at Primary or Transmission Voltage and having a Prior Year Maximum Demand of 300 kVa or greater, electing service hereunder. Transmission Voltage service, where available, shall be at 69kV or higher, at the option of Company.

CHARACTER OF SERVICE

Service provided hereunder shall be alternating current, sixty hertz, Three Phase, nominal voltages, 4160/2400, 12470/7200, 69000, 138000 volts or any other mutually agreed upon voltages. Customer shall furnish and maintain all necessary transforming, controlling and protective equipment. Service will be metered at the Primary or Transmission Voltage supplied.

RATES AND CHARGES

The monthly Rates and Charges for service hereunder shall be:

Customer Facilities Charge:

\$150.00 per Month

Demand Charge:

\$10.00 per kVa per month for all kVa of Billing Demand.

Transmission Voltage Discount (for delivery at 69 kV or higher):

\$2.342 per kVa per month for all kVa of Billing Demand.

Energy Charge:

\$0.02150 per kWh for all kWh used per month

Fuel Charge:

\$0.03770 per kWh for all kWh used per month

Variable Production Charge:

\$0.00460 per kWh for all kWh used per month

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Facilities Charge plus the Minimum Demand Charge.

The Minimum Demand Charge shall be calculated as the Demand Charge per kVa multiplied by 60% of the highest Billing Demand for the Prior Year (but not less than 300 kVa).

RATE LP
LARGE POWER SERVICE
(Continued)

Adjustments:

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment

Riders:

The following Riders are available to qualified Customers:

- Rider IP-2 – Interruptible Power Service
- Rider DLC – Direct Load Control Rider
- Rider IC – Interruptible Contract Rider
- Rider IO – Interruptible Option Rider
- Rider AFS – Alternate Feed Service Rider
- Rider ED – Economic Development Rider
- Rider AD – Area Development Rider
- Rider DR – MISO Demand Response

Other Charges:

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

DETERMINATION OF BILLING DEMAND

Unless otherwise specified in the Contract, the Billing Demand for the current month shall be the Maximum Demand, but not less than 60% of the highest Maximum Demand for the Prior Year and in no event less than 300 kVa.

Off-peak demands which will be disregarded in determining the Billing Demand shall be those demands created on Saturdays, Sundays, and holidays designated by Company and between 8:00 P.M. and 7:00 A.M. on any other day, provided that the Billing Demand for the month shall never be less than 50% of the Maximum Demand during such month regardless of when such Maximum Demand occurred.

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

CONTRACT

For service hereunder, a written Contract is required for an initial term of not less than three (3) years or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for annual successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than one (1) year prior to the date of termination.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

RATE HLF **HIGH LOAD FACTOR SERVICE**

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion. This service is available only from facilities operating at Transmission Voltage.

APPLICABILITY

This Rate Schedule shall be applicable to any Non-Residential Customer supplied at a single point of delivery with a Contract Demand of not less than 4,500 kVa electing service hereunder.

This Rate Schedule is not applicable to Customer where 1) an alternate source of power is used, 2) for resale to others, or 3) as a supplement to service furnished under any other Rate Schedule.

CHARACTER OF SERVICE

Service provided hereunder shall be alternating current, sixty hertz, Three Phase, nominal voltages 69,000, 138,000 volts or any other mutually agreed upon voltages. Customer shall furnish and maintain all necessary transforming, controlling and protective equipment.

RATES AND CHARGES

The monthly Rates and Charges for service hereunder shall be:

Demand Charge:

\$21.015 per kVa per month for all kVa of Billing Demand

Fuel Charge:

\$0.03644 per kWh for all kWh used per month

Variable Production Charge:

\$0.00445 per kWh for all kWh used per month

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Demand Charge, but not less than \$94,567.50 per month.

Adjustments:

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment

RATE HLF
HIGH LOAD FACTOR SERVICE

(Continued)

Riders:

The following Riders are available to qualified Customers:

- Rider IP-2 – Interruptible Power Service
- Rider DLC – Direct Load Control Rider
- Rider IC – Interruptible Contract Rider
- Rider IO – Interruptible Option Rider
- Rider ED – Economic Development Rider
- Rider AD – Area Development Rider
- Rider DR – MISO Demand Response

Other Charges:

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

DETERMINATION OF BILLING DEMAND

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

- (1) Maximum Demand;
- (2) 90% of the highest Billing Demand for the Prior Year
- (3) 75% of the Contract Demand;
- (4) 75% of the highest Billing Demand occurring during the term of the contract.

Off-peak demands which will be disregarded in determining the Billing Demand shall be those demands created on Saturdays, Sundays, and holidays designated by Company and between 8:00 P.M. and 7:00 A.M. on any other day provided that the Billing Demand for the month shall never be less than 50% of the Maximum Demand created during such month regardless of when such Maximum Demand occurred.

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

CONTRACT

For service hereunder, a written Contract is required for an initial term of not less than five (5) years, or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for equal successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than three (3) years prior to the date of termination.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

Effective: May 3, 2011

RATE BAMP
BACKUP, AUXILIARY AND
MAINTENANCE POWER SERVICES

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rate Schedule shall be applicable to any Non-Residential Customer electing service hereunder whose electric capacity requirements are 1,000 kW or more and who own and operate 60 Hertz electric generating equipment, other than for emergency usage, to meet all or at least 1,000 kW of Customer's electric loads. Both firm and non-firm services are available, however the firm capacity available under this Rate Schedule will be limited to 250 MW of contracted supply.

CHARACTER OF SERVICE

Backup Power Service is capacity and energy supplied by Company, during forced outages of Customer's generation equipment, in an amount not to exceed the lesser of (1) Customer's internal electric load, (2) the demonstrated capacity of Customer's electric generating equipment, or (3) an otherwise mutually agreed amount. Backup Power is available as either firm or non-firm in its character.

Non-Firm Backup Power is interruptible by Company and service may be interrupted for economic or system reliability reasons, Company will give Customer as much notice as possible of an economic interruption, but no less than ninety (90) minutes. When Company determines that load must be interrupted for system reliability reasons Company will notify Customer as soon as possible of the interruption, but no less than ten (10) minutes. Company reserves the right to interrupt non-firm backup service whenever the incremental revenue to be received from Customer is less than the anticipated incremental expense to supply the energy during the interruption period. Customer may buy-through the economic interruption by notifying Company within thirty (30) minutes of the request for interruption whether it intends to interrupt load or wants Company to supply replacement energy for the interruptible load. The cost of the interruptible energy provided by Company will be the most expensive power used to provide for system load during the interruption period. Customer will be advised of the estimated cost of the replacement energy. Customer cannot buy-through an interruption when the interruption is made for system reliability reasons.

Firm Backup Power will only be available for a maximum period of 60 days in any contract year. Backup may be a combination of firm and non-firm capacity, the firm portion of which must be specified in the Contract.

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

RATE BAMP
BACKUP, AUXILIARY AND
MAINTENANCE POWER SERVICES
(Continued)

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

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

RATES AND CHARGES

The monthly Rates and Charges for service hereunder shall be:

Customer Facilities Charge: \$100.00 per month

Capacity Charge:

**Backup Power
-firm**

\$6.21 plus 120% of the capacity component in the current Rate CSP, per kVa of Rated Capacity.

-non-firm

\$2.98 per kVa of Rated Capacity, plus \$2.70 per kVa of Billing Demand.

Auxiliary Power

The Capacity Charge of Customer's applicable Rate Schedule, per kVa of Billing Demand

Maintenance Power

The applicable Demand Charge per kVa currently in effect for Rate LP, exclusive of any minimums.

**Transmission Voltage Discount
(for delivery at 69kV or higher)**

\$2.34 per kVa of Billing Demand or Rated Capacity.

Energy Charges:

All kWh used (Backup)

100% of Company's hourly incremental energy costs, per kWh, inclusive of any variable production charges.

**All kWh used (Auxiliary and
Maintenance)**

The Energy Charge and Variable Production Charge and the Fuel Cost Adjustment in Appendix A of Customer's applicable Rate Schedule.

Fuel Charge:

Customer shall be subject to Fuel Charge as specified in Customer's applicable Rate Schedule

Effective: May 3, 2011

RATE BAMP
BACKUP, AUXILIARY AND
MAINTENANCE POWER SERVICES
(Continued)

Adjustments:

- Customer shall be subject to Adjustments as approved by the Commission or as specified in Customer's applicable Rate Schedule.

Other Charges:

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

DETERMINATION OF RATED CAPACITY, BILLING DEMAND AND ENERGY

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

Customer's Billing Demand for Auxiliary Power Service shall be the Maximum Demand, but not less than the Contract Demand. If the Contract Demand is exceeded in any month, such higher amount shall be the new Contract Demand for balance of the agreement. The Billing Demand for Auxiliary Power Service shall not include any demand for capacity contracted as Firm Backup Power Service.

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

RATE BAMP
BACKUP, AUXILIARY AND
MAINTENANCE POWER SERVICES
(Continued)

CONTRACT

For Service hereunder, a written Contract is required for an initial term of not less than three (3) years, or for a longer period where unusual expenditures by Company may be necessary to furnish service to Customer, and such Contract shall continue for equal successive terms unless cancelled. This Contract shall specify the Rated Capacity of Customer's generating equipment and Auxiliary Contract Demand requested, as appropriate. The Contract may be cancelled by providing written notice to the other party, not less than one (1) year prior to the date of termination.

TERMS AND CONDITIONS OF SERVICE

Services under this Rate Schedule are governed by Company's General Terms and Conditions and the Commission's Regulations.

Auxiliary or standby services not available under this Rate Schedule shall be contracted in accordance with Rider SAS, Standby or Auxiliary Service Rider.

RATE MLA
MUNICIPAL LEVEE AUTHORITY SERVICE

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rate Schedule shall be applicable to any Municipal Levee Authority Customer with a Monthly Contract Demand of more than 200kW for light and/or power requirements supplied through one light meter and/or one power meter, or at the option of Company, through a single meter for lighting and power, which elects service hereunder. Customers shall be classified for billing purposes based on Monthly Contract Demand as follows:

- MLA-2 – Over 200 kW up to and including 300 kW
- MLA-3 – Over 300 kW

CHARACTER OF SERVICE

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

RATES AND CHARGES

The monthly Rates and Charges for service hereunder shall be:

Customer Facilities Charge:

- MLA-2 - \$35.00 per month
- MLA-3 - \$75.00 per month

Demand Charge:

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

\$5.500 per kW per Month for all kW of Billing Demand in excess of 10 kW

Energy Charge:

- \$0.08146 per kWh for the first 1,000 kWh used per month
- \$0.05834 per kWh for the next 14,000 kWh used per month *
- \$0.02713 per kWh for all over 15,000 kWh used per month

*For Billing Demand in excess of 10 kW add 300 kWh per kW of such excess to this rate usage step.

Fuel Charge:

\$0.03887 per kWh for all kWh used per month

Variable Production Charge:

\$0.00474 per kWh for all kWh used per month

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the Customer Facilities Charge plus the Demand Charge.

RATE MLA
MUNICIPAL LEVEE AUTHORITY SERVICE
(Continued)

Transformer Ownership Discount:

This discount is available to any Customer electing service under this Rate Schedule, when Customer owns, operates and maintains all transformer facilities and receives service at Company's available Primary Voltage. Customer's current monthly bill will be decreased by forty-five and one-tenth cents (\$0.451) for each kW of Billing Demand.

Adjustments:

The following Adjustments shall be applied monthly:

- Appendix A – Fuel Adjustment Clause
- Appendix B – Demand Side Management Adjustment
- Appendix I – MISO Cost and Revenue Adjustment
- Appendix J – Reliability Cost and Revenue Adjustment

Riders:

The following Riders are available to qualified Customers:

- Rider NM – Net Metering Rider
- Rider IO – Interruptible Option Rider
- Rider AFS – Alternate Feed Service Rider
- Rider ED – Economic Development Rider
- Rider TS – Temporary Service Rider
- Rider DR – MISO Demand Response

Other Charges:

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

DETERMINATION OF BILLING DEMAND

Billing Demand shall be the higher of Maximum Demand and Monthly Contract Demand.

The Monthly Contract Demand shall be the demand amount agreed upon between Customer and Company in a Contract.

SEPARATE METERING

When the lighting and power demands are metered separately, the Maximum Demand of the Month shall be the arithmetical sum of the Maximum Demand of each meter. The energy use of the lighting and power meters shall also be added.

CONTRACT

For service hereunder, a written contract is required for an initial term of not less than two (2) years and such contract shall continue for annual successive terms unless cancelled. The contract may be cancelled by either party by giving written notice to the other party not less than one (1) year prior to the date of termination.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

RATE SL-1 **STREET LIGHTING SERVICE**

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rate Schedule shall be applicable for standard street and highway lighting service to any Customer which is a Municipal Corporation.

CHARACTER OF SERVICE

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

Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

RATES AND CHARGES

Annual Facilities Charges:

(Payable in twelve (12) equal monthly payments)

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

<u>Overhead Construction – Wood Poles</u>	<u>Annual Facilities Charge Per Fixture</u>	
	<u>Radial Wave Reflectors</u>	<u>Enclosing Globe</u>
2500 Lumen	\$ 20.95	\$ 25.40
6000 Lumen		\$ 29.13

RATE SL-1
STREET LIGHTING SERVICE
 (Continued)

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

<u>Overhead Construction</u>	<u>Annual Facilities Charge Per Fixture</u>	
	<u>Wood Poles</u>	<u>Metal Poles</u>
175 Watt (Approximately 8,000 Lumens)	\$ 67.88	\$ 116.43
Twin arm 175 Watt (Approximately 16,000 Lumens), maximum arm length 15' ... 180° mounting	-	\$ 206.32
250 Watt (Approximately 11,000 Lumens)	\$ 91.47	\$134.64
400 Watt (Approximately 20,000 Lumens)	\$105.74	\$126.10
Twin arm 400 Watt (Approximately 40,000 Lumens), maximum arm length 15' ... 180° mounting	-	\$221.73
1000 Watt (Approximately 54,000 Lumens)	\$116.75	\$170.75

<u>Underground Construction Where Breaking and Replacing Pavement and/or Sidewalk is Not Required</u>	<u>Annual Facilities Charge Per Fixture</u>	
	<u>Metal Poles</u>	
175 Watt (Approximately 8,000 Lumens)	\$127.44	
Twin arm 175 Watt (Approximately 16,000 Lumens), maximum arm length 15' ... 180° mounting	\$223.95	

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

<u>Overhead Construction</u>	<u>Annual Facilities Charge Per Fixture</u>	
	<u>Wood Poles</u>	<u>Metal Poles</u>
100 Watt (Approximately 8,000 Lumens)	\$76.90	\$125.49
Twin arm 100 Watt (Approximately 16,000 Lumens) maximum arm length 15' ... 180° mounting	-	\$224.12
150 Watt (Approximately 15,000 Lumens)	\$75.53	\$124.08
200 Watt (Approximately 20,000 Lumens)	\$127.04	\$152.23
Twin arm 200 Watt (Approximately 40,000 Lumens), maximum arm length 15' ... 180° mounting	-	\$261.79
400 Watt (Approximately 45,000 Lumens)	\$178.60	\$232.55
Twin arm 400 Watt (Approximately 90,000 Lumens)	-	\$389.55

RATE SL-1
STREET LIGHTING SERVICE
(Continued)

<u>Underground Construction Where Breaking and Replacing Pavement and/or sidewalk is Not Required</u>	<u>Annual Facilities Charge Per Fixture</u>
100 Watt (Approximately 8,000 Lumens)	<u>Metal Poles</u> \$ 136.29
Twin arm 100 Watt (Approximately 16,000 Lumens), Maximum arm length 15' ... 180° mounting	\$ 241.54
200 Watt (Approximately 20,000 Lumens) (where direct burial cable and imbedded type pole is used)	\$ 233.12
Twin arm 200 Watt (Approximately 40,000 Lumens), Maximum arm length 15' ... 180° mounting (where direct burial cable and imbedded type poles is used)	\$ 346.69
200 Watt (Approximately 20,000 Lumens), (where conduit and anchor base pole is used)	\$ 287.04
400 Watt (Approximately 45,000 Lumens), Twin arm 400 Watt (Approximately 90,000 Lumens)	\$ 340.35 \$ 464.97

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

Fuel Charge:

\$0.03889 per kWh per month determined based on Hours of Use

Variable Production Charge:

\$0.00475 per kWh per month determined based on Hours of Use

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the sum of one-twelfth of the applicable Annual Facilities Charges for all Street Lights installed for Customer.

Adjustments:

The following Adjustments shall be applied monthly to kWh determined based on Hours of Use:

- Appendix A – Fuel Adjustment Clause

Other Charges:

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

PAYMENT

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

HOURS OF USE

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

RATE SL-1
STREET LIGHTING SERVICE
(Continued)

CONTRACT

For service hereunder, a written Contract is required for an initial term of not less than ten (10) years or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for annual successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than one (1) year prior to the date of termination.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

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

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rate Schedule shall be applicable for ornamental street lighting service by Company to any Customer which is a Municipal Corporation, but restricted to use in groups for street lighting, in approved areas. This Rate Schedule is applicable only for post-top luminaires equipped with 175 Watt mercury vapor lamps, or 100 Watt high pressure sodium lamps mounted on wood posts suitable for a mounting height of approximately 15 feet and supplied from underground conductor.

CHARACTER OF SERVICE

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

Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

RATES AND CHARGES

Annual Facilities Charges:

(Payable in twelve (12) equal monthly payments)

<u>Underground Construction</u>	<u>Annual Facilities Charge</u> <u>Per Fixture</u>
175 Watt (Approximately 8,000 Lumens) Mercury Vapor Lamps – Wood Post (Restricted to Lamps in use as of October 6, 1983)	\$68.84
100 Watt (Approximately 8,000 Lumens) High Pressure Sodium Lamp – Wood Post	\$77.87

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

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

(Continued)

Fuel Charge:

\$0.03889 per kWh per month determined based on Hours of Use

Variable Production Charge:

\$0.00475 per kWh per month determined based on Hours of Use

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the sum of one-twelfth of the applicable Annual Facilities Charges for all Street Lights installed for Customer.

Adjustments:

The following Adjustments shall be applied monthly to kWh determined based on Hours of Use:

- Appendix A – Fuel Adjustment Clause

Other Charges:

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

PAYMENT

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

HOURS OF USE

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

CONTRACT

For service hereunder, a written Contract is required for an initial term of not less than ten (10) years or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for annual successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than one (1) year prior to the date of termination.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

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

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rate Schedule is applicable for ornamental street lighting service by Company to any Customer which is a Municipal Corporation, but is restricted to use in groups for street lighting, in approved areas. This Rate Schedule is available only for post-top luminaires equipped with high pressure sodium lamps, on metal posts suitable for underground conductor.

CHARACTER OF SERVICE

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

Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

RATES AND CHARGES

Annual Facilities Charge:

(Payable in twelve (12) equal monthly payments)

<u>Underground Construction – Steel Post</u>	<u>Annual Facilities Charge</u> <u>Per Fixture</u>
200 Watt high pressure sodium lamp enclosed in approximately 28" diameter sphere mounted on 10' steel pole	\$209.77

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

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

(Continued)

Fuel Charge:

\$0.03889 per kWh per month determined based on Hours of Use

Variable Production Charge:

\$0.00475 per kWh per month determined based on Hours of Use

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the sum of one-twelfth of the applicable Annual Facilities Charges for all Street Lights installed for Customer.

Adjustments:

The following Adjustments shall be applied monthly to kWh determined based on Hours of Use:

- Appendix A – Fuel Adjustment Clause

Other Charges:

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

PAYMENT

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

HOURS OF USE

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

CONTRACT

For service hereunder, a written Contract is required for an initial term of not less than ten (10) years or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for annual successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than one (1) year prior to the date of termination.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

RATE SL-5
EXPRESSWAY LIGHTING SERVICE

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rate Schedule shall be applicable for expressway lighting service by Company to any Customer which is a Municipal Corporation.

This Rate Schedule is available only for luminaries equipped with mercury vapor and/or high pressure sodium lamps, on metal poles of extra height suitable for underground conductor.

CHARACTER OF SERVICE

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

Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

RATES AND CHARGES

Annual Facilities Charge:

(Payable in twelve (12) equal monthly payments)

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

	<u>Annual Facilities Charge</u>
	<u>Per Fixture</u>
<u>Underground Construction – Metal Pole</u>	
1,000 Watt mercury vapor lamp and fixture with an approximate 40 foot mounting height (Frangible Construction)	\$420.54
1,000 Watt mercury vapor lamp and fixture with an approximate 40 foot mounting height (Non-Frangible Construction)	\$398.97
 (B) High Pressure Sodium Street Lighting Rates	
<u>Underground Construction – Metal Poles</u>	
400 Watt high pressure sodium lamp and fixture with an approximate 40 foot mounting height (Frangible Construction)	\$483.23

RATE SL-5
EXPRESSWAY LIGHTING SERVICE

(Continued)

Twin 400 Watt high pressure sodium lamps and fixtures with an approximate 40 foot mounting height (Frangible Construction)	\$651.78
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400 Watt high pressure sodium lamp and fixture with an approximate 40 foot mounting height (Non-Frangible Construction)	\$461.68
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This Rate Schedule is restricted to installation at Company expense of not more than an average of 175 feet of underground feeder per unit. Under this Rate Schedule, Company will not be required at its expense to break and replace concrete or to bore under pavement and/or sidewalk. Customer will pay to Company in advance of installation the estimated cost of all underground feeder in excess of an average of 175 feet per unit and the estimated cost of breaking, replacing, and boring under pavement and/or sidewalk. The average length of the underground feeder per unit shall be determined by dividing the total length of underground feeder necessary for installation by the number of units installed pursuant to any one request order.

Fuel Charge:

\$0.03889 per kWh per month determined based on Hours of Use

Variable Production Charge:

\$0.00475 per kWh per month determined based on Hours of Use

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the sum of one-twelfth of the applicable Annual Facilities Charges for all Street Lights installed for Customer.

Adjustments:

The following Adjustments shall be applied monthly to kWh determined based on Hours of Use:

- Appendix A – Fuel Adjustment Clause

Other Charges:

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

PAYMENT

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

HOURS OF USE

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

RATE SL-5
EXPRESSWAY LIGHTING SERVICE
(Continued)

CONTRACT

For service hereunder, a written Contract is required for an initial term of not less than ten (10) years or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for annual successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than one (1) year prior to the date of termination.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

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

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rate Schedule shall be applicable for ornamental street lighting service by Company to any Customer which is a Municipal Corporation, but restricted to use in groups for street lighting, in specified areas that are approved by Company. This Rate Schedule is available only for post-top luminaires equipped with mercury vapor lamps, or high pressure sodium lamps, on metal posts suitable for underground conductor in which Customer has made a contribution in aid of construction in the amount of the material cost of the posts and fixtures.

CHARACTER OF SERVICE

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

Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

RATES AND CHARGES

Annual Facilities Charge:

(Payable in twelve (12) equal monthly payments)

<u>Underground Construction – Metal Post</u>	<u>Annual Facilities Charge</u> <u>Per Fixture</u>
100 Watt high pressure sodium lamp post top fixture on 12.5' steel post with cast iron ornamental top and base	\$182.36

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

(Continued)

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

Fuel Charge:

\$0.03889 per kWh per month determined based on Hours of Use

Variable Production Charge:

\$0.00475 per kWh per month determined based on Hours of Use

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the sum of one-twelfth of the applicable Annual Facilities Charges for all Street Lights installed for Customer.

Adjustments:

The following Adjustments shall be applied monthly to kWh determined based on Hours of Use:

- Appendix A – Fuel Adjustment Clause

Other Charges:

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

PAYMENT

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

HOURS OF USE

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

Effective: May 3, 2011

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

(Continued)

CONTRACT

For service hereunder, a written Contract is required for an initial term of not less than ten (10) years or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for annual successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than one (1) year prior to the date of termination.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

Effective: May 3, 2011

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

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rate Schedule shall be applicable for ornamental street lighting service by Company to any Customer which is a Municipal Corporation, but restricted to use in groups for street lighting, in specified areas that are approved by Company. This Rate Schedule is available only for post-top luminaires equipped with high pressure sodium lamps, on fiberglass posts suitable for underground conductor in which Customer has made a contribution in aid of construction in an amount that will limit the installed cost to Company to the amount included in the rate (\$400).

Customers other than a Municipal Corporation may be required to provide evidence of creditworthiness suitable to Company.

CHARACTER OF SERVICE

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

Service rendered hereunder is predicated upon the execution by Customer of a suitable agreement specifying the terms and conditions under which street lighting service will be provided by Company.

RATES AND CHARGES

Annual Facilities Charges:

(Payable in twelve (12) equal monthly payments)

<u>Underground Construction with Fiberglass Poles</u>	<u>Annual Facilities Charge</u>
100 Watt high pressure sodium (8,000 lumen)	<u>Per Fixture</u>
	\$93.70

Fuel Charge:

\$0.03889 per kWh per month determined based on Hours of Use

Variable Production Charge:

\$0.00475 per kWh per month determined based on Hours of Use

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the sum of one-twelfth of the applicable Annual Facilities Charges for all Street Lights installed for Customer.

Effective: May 3, 2011

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

Adjustments:

The following Adjustments shall be applied monthly to kWh determined based on Hours of Use:

- Appendix A – Fuel Adjustment Clause

Other Charges:

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

PAYMENT

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

HOURS OF USE

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

CONTRACT

For service hereunder, a written Contract is required for an initial term of not less than ten (10) years or for a longer period where unusual expenditures by Company may be necessary to provide service, and such Contract shall continue for annual successive terms unless cancelled. The Contract may be cancelled by either party by providing written notice to the other party not less than one (1) year prior to the date of termination.

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

RATE OF OUTDOOR LIGHTING SERVICE (DUSK TO DAWN)

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rate Schedule shall be applicable for outdoor lighting to any Customer including Community Organizations or Real Estate Developers.

CHARACTER OF SERVICE

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

RATES AND CHARGES

Monthly Facilities Charge:

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

MERCURY VAPOR

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

175 Watt (approximately 7,000 lumen) lamp	–	\$ 4.93 per lamp per month
400 Watt (approximately 20,000 lumen) lamp	–	\$ 5.96 per lamp per month
400 Watt (approximately 20,000 lumen) lamp	–	Directional Luminaire – \$ 7.38 per lamp per month
1,000 Watt (approximately 50,000 lumen) lamp	–	Directional Luminaire – \$10.24 per lamp per month

HIGH PRESSURE SODIUM

100 Watt (approximately 8,000 lumen) lamp	–	\$ 5.54 per lamp per month
100 Watt (approximately 8,000 lumen) lamp	–	Directional Luminaire – \$ 5.93 per lamp per month
200 Watt (approximately 20,000 lumen) lamp	–	\$ 7.59 per lamp per month
200 Watt (approximately 20,000 lumen) lamp	–	Directional Luminaire – \$ 9.01 per lamp per month
400 Watt (approximately 45,000 lumen) lamp	–	Directional Luminaire – \$15.13 per lamp per month

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

Effective: May 3, 2011

RATE OL
OUTDOOR LIGHTING SERVICE (DUSK TO DAWN)

(Continued)

Fuel Charge:

\$0.03889 per kWh per month determined based on Hours of Use

Variable Production Charge:

\$0.00475 per kWh per month determined based on Hours of Use

Minimum Monthly Charge:

The Minimum Monthly Charge shall be the sum of the Monthly Facilities Charges for all outdoor lights installed for Customer.

Adjustments:

The following Adjustments shall be applied monthly to kWh determined based on Hours of Use:

- Appendix A – Fuel Adjustment Clause

Other Charges:

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

CONTRACT

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

- 1) The term of contract for Residential Customers will be for not less than one (1) year.
- 2) The term of contract for Non-Residential Customers will be for not less than three (3) years.
- 3) The term of contract for all Customers renting additional facilities on a monthly basis will be for not less than five (5) years.

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

HOURS OF USE

Service shall extend from approximately one-half hour after sunset until approximately one-half hour before sunrise each day in the year, approximately 4,000 hours each year.

OWNERSHIP OF FACILITIES

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

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

RATE OL
OUTDOOR LIGHTING SERVICE (DUSK TO DAWN)
(Continued)

TERMS AND CONDITIONS OF SERVICE

Service under this Rate Schedule shall be governed by Company's General Terms and Conditions and the Commission's Regulations.

RATE S
EMERGENCY NOTIFICATION SIREN SERVICE

AVAILABILITY

This Rate Schedule shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rate Schedule shall be applicable to any emergency notification siren located in the service area of Company that does not receive service through a meter.

RATES AND CHARGES

The Monthly Charge for this service shall be \$16.22.

PAYMENT

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

CONTRACT

Service under this Rate Schedule requires a written contract for a term of not less than one (1) year.

TERMS AND CONDITIONS OF SERVICE

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

Effective: May 3, 2011

RIDER IP – 2 **INTERRUPTIBLE POWER SERVICE**

AVAILABILITY

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

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

CHARACTER OF SERVICE

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

Before accepting the specified firm power level, Company shall have the right to verify Customer's ability to interrupt load within one (1) hour and to operate at that level for up to eight (8) hours per day.

RIDER IP – 2
INTERRUPTIBLE POWER SERVICE

(Continued)

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

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

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

CREDIT FOR INTERRUPTIBLE LOAD

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

The capacity credit will be an amount equal to 50% of the avoided capacity cost of a combustion turbine found on Sheet No. 79, Cogeneration and Small Power Production, Rate CSP.

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

TERMS AND CONDITIONS OF SERVICE

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

CONTRACT

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

Effective: May 3, 2011

RIDER NM **NET METERING RIDER**

AVAILABILITY

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion. Total participation in this Rider is limited to one percent (1.0%) of Company's most recent aggregate summer peak load with 40% of that capacity reserved solely for residential customers. Service under this Rider shall be available on a first come, first served basis.

APPLICABILITY

This Rider is applicable to any Customer receiving Electric Service electing service hereunder who has installed on its Premises an eligible net metering energy resource, as defined in Indiana Code ("IC") 8-1-37-4(a)(1) through IC 8-1-37-4(a)(8), or other renewable energy technologies determined appropriate by the Commission. Customer must meet the Generator System Requirements and Interconnection Requirements specified below.

BILLING

The measurement of net electricity supplied by Company and delivered to Company shall be calculated in the following manner. Company shall measure the difference between the amount of electricity delivered by Company to Customer and the amount of electricity generated by Customer and delivered to Company during the billing period, in accordance with normal metering practices. If the kWh delivered by Company to Customer exceeds the kWh delivered by Customer to Company during the billing period, Customer shall be billed for the kWh difference. If the kWh generated by Customer and delivered to Company exceeds the kWh supplied by Company to Customer during the billing period, Customer shall be billed for zero kWh in the current billing cycle and shall be credited in subsequent billing cycles for the kWh difference. Customer shall remain responsible for all applicable Rates and Charges, including Customer Facilities Charges, and Demand Charges as applicable. When Customer discontinues Net Metering Rider service, any unused credit will revert to Company.

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

METERING

If Customer's standard meter is capable of measuring electricity in both directions, it will be used for purposes of this Rider. If Customer's standard meter is not capable of measuring electricity in both directions, Company will at its expense install metering capable of net metering. For Customers receiving three-phase service Company will install, at Customer's expense, metering capable of net metering. Company's General Terms and Conditions Applicable to Electric Service will govern meter testing procedures.

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

RIDER NM
NET METERING RIDER

(Continued)

GENERATOR SYSTEM REQUIREMENTS

Customer's generator system must meet the following requirements:

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

INTERCONNECTION REQUIREMENTS

1. Customer shall comply and maintain compliance with Company's interconnection requirements and Interconnection Guidelines for Customer Owned Generation (VEC-006). A generator system shall be deemed in compliance with Company's interconnection requirements if such generator system conforms to the most current Indiana Electrical Code, IEEE Standard 1547, has UL or CSA certification that it has satisfied the testing requirements of UL 1741 dated January 28, 2010, or IEEE 1547.1, or any IEEE or UL Standards that supersede these. The net metering facility shall comply with the applicable requirements of 170 IAC 4-4.3.
2. Customer owning and operating a generator system shall provide proof of liability insurance providing coverage for claims resulting from Bodily Injury and/or Property Damage in the amount of at least one hundred thousand dollars (\$100,000) for the liability of the insured against loss arising out of the use of a net metering facility, as provided in 170 IAC 4-4.2-8. This coverage must be maintained as long as Customer is interconnected with Company's distribution system.
3. Conformance with these requirements does not convey any liability to Company for injuries or damages arising from the installation or operation of the generator system.
4. Customer shall execute Company's standard Net Metering Interconnection Application form and provide other information reasonably requested by Company for service under this Rider. Company shall require proof of qualified installation, including but not limited to proper configuration of service transformers and grounding requirements, prior to acceptance and completion of the interconnection agreement. Certification by a licensed electrician shall constitute acceptable proof.

RIDER NM
NET METERING RIDER
(Continued)

TERMS AND CONDITIONS OF SERVICE

1. Any characteristic of Customer's generator that degrades or otherwise compromises the quality of service provided to other Company Customers will not be permitted. In Company's determination, all generators shall be installed in compliance with corresponding service connection and IEEE Standard 519.
2. Customer shall agree that Company shall at all times have immediate access to Customer's metering, control, and protective equipment.
3. Customer shall install, operate and maintain the net metering facility in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation in parallel with Company's system.
4. Company may, at its own discretion, isolate any net metering facility if Company has reason to believe that continued interconnection with the net metering facility creates or contributes to a system emergency. System emergencies causing discontinuance of interconnection shall be subject to verification at the Commission's discretion.
5. A disconnecting device must be located at the point of common coupling for all interconnections. For three-phase interconnections, the disconnecting device must be gang operated. The disconnecting device must be accessible to Company personnel at all times and be suitable for use by Company as a protective tagging location. The disconnecting device shall have a visible open gap when in the open position and be capable of being locked in the open position. The cost and ownership of the main disconnect switch shall reside with Customer.
6. Customer is responsible for operating the proposed net metering facility such that voltage imbalance attributable to the net metering facility shall not exceed 1% at the point of common coupling. If voltage imbalance is more than 1% without the generator operating, the generator shall be installed and operated so as not contribute to a further imbalance. Voltage imbalance is the maximum phase deviation from average as specified in ANSI C84.1.
7. Company reserves the right to witness compliance testing at the time of installation and maintenance testing of the interconnection system for compliance with these conditions of service.
8. Customer is responsible for establishing a program for and performing periodic scheduled maintenance on the net metering facility's interconnection system (relays, interrupting devices, control schemes and batteries that involve the protection of Company's distribution system). A periodic maintenance program is to be established in accordance with the requirements of IEEE 1547. Company may examine copies of the periodic test reports or inspection logs associated with the periodic maintenance program. Upon Company's request, Company shall be informed of the next scheduled maintenance and be able to witness the maintenance performed and any associated testing.

RIDER NM
NET METERING RIDER
(Continued)

9. The interconnection system hardware and software design requirements included in these terms and conditions of service are intended to ensure protection of Company's distribution system. Customer is solely responsible to determine, design and apply any additional hardware and software necessary to protect equipment at the net metering facility.
10. Customer agrees that Company shall not be liable for any damage to or breakdown of Customer's equipment operated in parallel with Company's electric system.
11. Customer shall agree to release, indemnify, and hold harmless Company from any and all claims for injury to persons or damage to property due to or in any way connected with the operation of Customer-owned equipment and/or generators.
12. The supplying of, and billing for service under this Rider shall be governed by Company's General Terms and Conditions Applicable to Electric Service under the jurisdiction of the Commission.

RIDER DLC
DIRECT LOAD CONTROL RIDER

AVAILABILITY

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rider shall be applicable to any Customer for whom Company has installed a Direct Load Control switch on its electric cooling unit(s), and electric water heater(s), as applicable. To enroll an electric water heater, an air conditioner or heat pump must also be enrolled.

CHARACTER OF SERVICE

The Direct Load Control switch will be activated by a radio signal which will cycle off Customer's cooling units and electric water heaters for a few minutes each half hour, during periods of peak electricity demand, as determined by Company.

CREDITS

The DLC credits below shall be applied during the Months of June through September inclusive:

\$5.00 per Month for each electric air conditioner or heat pump less than or equal to five (5) tons.

\$4.00 per Month per kW for each electric air conditioner or heat pump greater than five (5) tons.

\$2.00 per Month for each electric water heater.

TERMS AND CONDITIONS OF SERVICE

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

RIDER IC **INTERRUPTIBLE CONTRACT RIDER**

AVAILABILITY

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rider shall be applicable to any Rate Schedule LP or HLF Customer electing service hereunder who can provide for not less than 1000 kVa of interruptible demand during Peak Periods hereunder.

CHARACTER OF SERVICE

Service under this Rider will require Customer to interrupt a portion of its normal utilization of power from Company, limiting its demand to a predetermined Firm Power Demand within 10 minutes notification by Company for the period of Interruption. Company reserves the right to call for Interruptions for any operating or economic purpose. This Rider shall not apply if a service interruption resulting from system emergency operating conditions should occur.

DEFINITIONS

- Peak Periods: All hours between 7:00 A.M. and 8:00 P.M. for months of June through September, except Saturdays, Sundays and holidays designated by Company.
- Interruptions: The number of interruptions called for by Company shall not exceed one (1) per day, and the hours of interruption shall be specified by Company but not exceed eight (8) hours per day, or 250 hours per year in total. Interruptions may be called for by Company by Notification, at any times though out the year. These limits shall not apply during any period of extended emergency conditions experienced by Company.
- Notification: Company shall endeavor to provide Customer with as much advanced notice of interruption as possible; however Customer must interrupt its use within ten (10) minutes if requested. Notification of an interruption will be provided by telephone to Customer, to a person and phone number specified by Customer; a message left for this person shall be deemed to be received when left.
- Interruptible Demand (kVa): Customer's Actual Demand less the Firm Power Demand.
- Firm Power Demand (kVa): The specified level of demand which Customer agrees not to exceed during an interruption, and which can reasonably be expected to result in 1000kVa or more of its normal usage demand being available for interruption.

Effective: May 3, 2011

RIDER IC
INTERRUPTIBLE CONTRACT RIDER
(Continued)

- Billing Demand (kVa): Customer's Billing Demand as otherwise determined under the rate schedule covering its firm service.
- Actual Demand (kVa): Customer's maximum actual demand recorded in the billing month.
- Capacity Credit (\$/kVa): The Capacity Credit is equal to 90% of the "Capacity Payment to a Qualifying Facility" in effect in Company's Rate CSP. For purposes hereof the \$ per kW per month determined from Rate CSP shall equal the amount of credit \$ per kVa of this Rider.

DETERMINATION OF INTERRUPTIBLE CREDIT

Customer shall receive a credit to its Bill equal to the Capacity Credit for each kVa of Interruptible Demand.

PENALTY FOR FAILURE TO INTERRUPT

If Customer does not reduce its load to the Firm Power Demand within the time specified by Company's notification, or fails to maintain it at or below that level for the specified period of interruption no Interruptible Credit will be allowed for that month and Customer will pay a penalty for each kVa of its demand above the Firm Power Demand equal to ten (10) times the Capacity Credit per kVa. If Customer fails to interrupt on repeated occasions, Company may discontinue service hereunder upon notice.

CONTRACT

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

TERMS AND CONDITIONS OF SERVICE

- (1) Before accepting Customer's specified Firm Power Demand Company shall have the right to verify Customer's ability to operate at that level for up to eight (8) hours per day, and that it will result in a reasonable expectation that 1000 kVa or more of normal usage demand will be available for interruption in Peak Periods.
- (2) Customer shall provide at its own expense auxiliary switching in its facilities for the purpose of separating the interruptible load from the firm power load.
- (3) No responsibility of any kind shall attach to Company, or on account of, any loss or damage caused by or resulting from any interruptions of service hereunder.
- (4) Service under this Rider will also be governed by the same terms and conditions as required under Customer's applicable Rate Schedule, Rate LP or HLF.

RIDER IO **INTERRUPTIBLE OPTION RIDER**

AVAILABILITY

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rider shall be applicable to any Rate Schedule DGS, MLA, OSS, LP or HLF Customer electing service hereunder who will interrupt a portion of its normal electrical load during periods of request from Company. Customer's estimated load interruption capability must exceed 250kW to be eligible hereunder. This Rider is not applicable to service that is otherwise interruptible or subject to displacement under Rate Schedules or Riders of Company.

Customers currently taking service under Company's Rider IP-2, which is closed to new business, may apply for service hereunder, if eligible, for the balance, or renewal of the existing contracts.

CHARACTER OF SERVICE

Service under this Rider will require Customer to operate to reduce its normal energy usage during requested energy interruption periods, by 250 kW or more. Notification of Interruption Periods will be made by Company with as much advanced notice as possible, but with a minimum of one (1) hour. Interruptions are expected to be requested during Peak Periods with high system demands and/or high costs of power supply, but could be made at any time throughout the year. Company reserves the right to call for interruptions for any operating or economic purpose. This Rider shall not apply if a service interruption resulting from system emergency operating conditions should occur.

DEFINITIONS

- Peak Periods: All hours between 7:00 A.M. and 8:00 P.M. for months of June through September, except Saturdays, Sundays and holidays designated by Company.
- Interruptions: The number of interruptions called for by Company shall not exceed three (3) per day, and the hours of requested interruption shall be specified by Company from a minimum of one hour to a maximum of 8 hours, but shall not exceed eight (8) hours in total per day, or 300 hours per year in total. These limits shall not apply during any period of extended emergency conditions experienced by Company.
- Notification: Company shall endeavor to provide Customer with as much advanced notice as possible, however Customer must respond within 60 minutes of the request with appropriate interruption to be eligible for credits.
- Notification of an interruption will be provided by telephone to Customer, to a person and phone number specified by Customer; a message left for this person shall be deemed to be received when left.

Effective: May 3, 2011

RIDER IO
INTERRUPTIBLE OPTION RIDER
(Continued)

- Interrupted Demand (kW): The average hourly difference between Customer's actual demand during the Interruption period(s) in the month, and the average Actual Demand occurring in the two hours preceding Company's Notification.
- Interrupted Energy (kWh): The amount of energy calculated as interrupted by multiplying the Interrupted Demand by the hours of interruption during the month.
- Billing Demand (kW/kVa): Customer's Billing Demand as otherwise determined under its applicable Rate Schedule.
- Actual Demand (kW/kVa) Customer's actual use demand recorded on a 15 minute integrated period basis by Company metering in the two hours preceding any interruption notice in the month.
- Interrupted Capacity Credit (\$/Kw/kVa): The Interrupted Capacity Credit is equal to 80% of the "Capacity Payment to a Qualifying Facility" in effect in Company's Rate CSP. For purposes hereof the \$ per kW per month determined from Rate CSP shall equal the amount of credit \$ per kVa of this Rider.
- Interrupted Energy Credit (\$/kWh): The Interrupted Energy Credit is equal to the Fuel Cost Adjustment for Customer's applicable Rate Schedule.

DETERMINATION OF INTERRUPTION CREDIT

Customer shall receive a credit to its Bill equal to the Capacity Credit for each kW/kVa of Interrupted Demand determined for that month, from the following formula:

Capacity Credit = (Customer average Actual Demand(s) before Interruption period(s)-(kWh used during Interruption period(s)/hours duration of Interruption period(s)) X Interrupted Capacity Credit (\$kW/kVa)

Customer shall receive a credit to its Bill equal to the Energy Credit for each kWh of Interrupted Energy determined for that month, from the following formula:

Energy Credit = (Interrupted Energy) X Interrupted Energy Credit (\$/kWh)

Effective: May 3, 2011

RIDER IO
INTERRUPTIBLE OPTION RIDER
(Continued)

CONTRACT

A written contract for an initial term of not less than one (1) year is required and such contract shall continue for equal successive terms unless canceled. Except as provided herein, this contract may be canceled by either party by giving written notice to the other party of not less than ninety (90) days.

TERMS AND CONDITIONS OF SERVICE

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

RIDER AFS **ALTERNATE FEED SERVICE RIDER**

AVAILABILITY

This Rider shall be available throughout Company's Service Area, subject to Company having or making available adequate capacity, as determined by Company.

APPLICABILITY

Rider AFS is applicable to any Customer who requests a Primary Voltage alternate feed after May 3, 2011 who receives service under Rate Schedule DGS, MLA, OSS, or LP.

CHARACTER OF SERVICE

Rider AFS provides an electing customer with redundant distribution service through a redundant distribution line and/or distribution substation transformer, with automatic or manual switch-over and recovery, resulting in increased reliability for distribution service. AFS provided under this Rider may not be available at all times, including emergency situations.

Company shall have sole responsibility for determining the basic service circuit and the AFS circuit.

Company assumes no liability should the AFS circuit, transfer switch, or other equipment required to provide AFS fail to operate as designed, is unsatisfactory, or is not available for any reason.

RATES AND CHARGES

The Rates and Charges for service under this Rider shall be:

Capacity Reservation Demand Charge	\$2.41 per kW/kVa per month
Testing of transfer switch/control module	\$240.00 per test

Other Charges:

Customer shall pay for charges as described in the other sections of this Rider.

The Other Charges set forth in Appendix D shall be charged to Customer, if applicable.

SYSTEM IMPACT STUDY CHARGE

Company shall charge Customer for the actual incremental cost incurred by Company, if any, to conduct a system impact study for each site reviewed. The study will consist of, but is not limited to: (1) identification of Customer load requirements, (2) identification of the potential facilities needed to provide AFS, (3) determination of the impact of AFS loading on all electrical facilities under review, (4) evaluation of the impact of the AFS on system protection and coordination issues including the review of the transfer switch, (5) evaluation of the impact of the AFS request on system reliability indices and power quality, (6) development of cost estimates for any required system improvements or enhancements required by the AFS, and (7) documentation of the results of the study. Company will provide to Customer an estimate of charges for this study.

RIDER AFS
ALTERNATE FEED SERVICE RIDER

(Continued)

EQUIPMENT AND INSTALLATION CHARGE

Customer shall pay, in advance of construction, for all equipment and installation costs for all dedicated and/or local facilities provided by Company required to furnish either a new or upgraded AFS to Customer. The payment shall be grossed-up for federal and state income taxes, assessment fees and utility receipts taxes. Customer shall not acquire any title in said facilities by reason of such payment. The equipment and installation charge shall be determined by Company and shall include, but not be limited to: (1) all costs associated with the dedicated and/or local AFS facilities provided by Company and (2) any costs or modifications to Customer's basic service facilities.

Customer is responsible for all costs associated with providing and maintaining telephone service for use with metering to notify Company each time a transfer of service to the AFS or return to basic service occurs.

TRANSFER SWITCH PROVISIONS

Customer shall make a request to Company for approval three (3) days in advance for any planned switching. After a transfer of service to the AFS, Customer utilizing a manual or semi-automatic transfer switch shall return to the basic service within one (1) week or as mutually agreed to by Company and Customer. In the event system constraints require a reversion to basic service to be expedited, Company will endeavor to provide as much advance notice as possible to Customer. However, Customer shall accomplish the transfer back to the basic service within ten (10) minutes if notified by Company of system constraints. In the event Customer fails to return to basic service within 12 hours, or as mutually agreed to by Company and Customer, or within ten minutes of notification of system constraints, Company reserves the right to immediately disconnect Customer's load from the AFS source. If Customer does not return to the basic service as agreed to, or as requested by Company, Company may also provide 30 days' notice to terminate the AFS agreement with Customer.

Primary Voltage Customers

In the event Customer receives basic service at Primary Voltage, Customer shall install, own, maintain, test, inspect, operate and replace the transfer switch. Customer-owned switches are required to be at Primary Voltage and must meet Company's engineering, operational and maintenance specifications. Company reserves the right to inspect Customer-owned switches periodically and to disconnect the AFS for adverse impacts on reliability or safety.

Existing AFS customers, who receive basic service at Primary Voltage and are served via a Company-owned transfer switch and control module, may elect for Company to continue ownership of the transfer switch. When Company-owned transfer switch and/or control module requires replacement, and Customer desires to continue the AFS, Customer shall pay Company the total cost, which shall be grossed up for federal and state income taxes, assessment fees and utility receipts taxes to replace such equipment. In addition, Customer shall pay the rate as described in the Rates and Charges section of this Rider for Company to test the transfer switch/control module as frequently as deemed necessary by Company, but at least annually. Customer shall further reimburse Company for the actual costs incurred in maintaining Company-owned transfer switch and control module.

RIDER AFS
ALTERNATE FEED SERVICE RIDER
(Continued)

Secondary Voltage Customers

In the event Customer receives basic service at Secondary Voltage and requests AFS, Company will provide the AFS at Primary Voltage. Company will install, own, maintain, test, inspect and operate the transfer switch and control module. Customer shall pay Company for all costs associated with the transfer switch installation. The payment shall be grossed-up for federal and state income taxes, assessment fees and utility receipts taxes, and shall be non-refundable. In addition, Customer is required to pay the rate as described in the Rates and Charges section of this Rider for Company to test the transfer switch/control module as frequently as deemed necessary by Company, but at least annually. Customer shall further reimburse Company for the actual costs incurred in maintaining Company-owned transfer switch and control module. When Company-owned transfer switch and/or control module requires replacement, and Customer desires to continue the AFS, Customer shall pay Company the total cost, which shall be grossed up for federal and state income taxes, assessment fees and utility receipts taxes, to replace such equipment.

MONTHLY AFS CAPACITY RESERVATION DEMAND CHARGE

Monthly AFS charges will be in addition to all Rates and Charges applicable to Customer under Customer's applicable Rate Schedule.

AFS CAPACITY RESERVATION

Customer shall reserve a specific amount of AFS capacity equal to, or less than, Customer's normal maximum requirements, but in no event shall Customer's AFS capacity reservation under this Rider exceed the capacity reservation for Customer's basic service under Customer's applicable Rate Schedule. Company shall not be required to supply AFS capacity in excess of that reserved except by mutual agreement.

If Customer plans to increase the AFS demand at any time in the future, Customer shall promptly notify Company of such additional demand requirements. Customer's AFS capacity reservation and billing will be adjusted accordingly. Customer will pay Company the actual costs, grossed-up for federal and state income taxes, assessment fees and utility receipts taxes, of any and all additional dedicated and/or local facilities required to provide AFS in advance of construction and pursuant to an AFS construction agreement. If Customer exceeds the agreed upon AFS capacity reservation, Company reserves the right to disconnect the AFS. If Customer's AFS metered demand exceeds the agreed upon AFS capacity reservation, which jeopardizes Company facilities or electrical service to other customers, Company reserves the right to disconnect the AFS immediately. If Company agrees to allow Customer to continue AFS, Customer shall be required to sign a new AFS agreement reflecting the new AFS capacity reservation. In addition, Customer shall promptly notify Company regarding any reduction in the AFS capacity reservation.

RIDER AFS
ALTERNATE FEED SERVICE RIDER
(Continued)

Customer may reserve partial-load AFS capacity, which shall be less than Customer's full requirements for basic service, subject to the conditions in this provision. Prior to Customer receiving partial-load AFS capacity, Customer shall be required to demonstrate or provide evidence to Company that Customer has installed demand-controlling equipment that is capable of curtailing load when a switch has been made from basic service to the AFS. Company reserves the right to test and verify Customer's ability to curtail load to meet the agreed upon partial-load AFS capacity reservation.

DETERMINATION OF BILLING DEMAND

Full-load Requirement

For Customers requesting AFS equal to their load requirement for basic service, the AFS Billing Demand each month shall be the Maximum Demand; however, the monthly AFS Billing Demand so established shall in no event be less than the greater of (a) Customer's AFS capacity reservation, or (b) Customer's highest previously established monthly Billing Demand on the AFS during the Prior Year, or (c) Customer's basic service capacity reservation, or (d) Customer's highest previously established monthly billing demand on basic service during the Prior Year.

Partial-load Requirement

For Customers requesting partial-load AFS capacity reservation that is less than Customer's full requirements for basic service, the AFS billing demand each month shall be the Maximum Demand; however, the monthly AFS Billing Demand so established shall in no event be less than the greater of (a) Customer's AFS capacity reservation, or (b) Customer's highest previously established Maximum Demand on the partial-load AFS during the Prior Year.

CONTRACT

The AFS Contract under this Rider shall be for a period of not less than five (5) years and shall remain in effect thereafter until either party provides at least twelve (12) months' written notice to the other of the intention to discontinue service under the terms of this Rider.

Disconnection of AFS under this Rider due to reliability or safety concerns associated with Customer-owned transfer switches will not relieve Customer of payments required hereunder for the duration of the Contract term.

Upon receipt of a request from Customer for non-standard AFS (AFS which includes unique service characteristics different from standard AFS), Company will provide Customer with a written estimate of all costs, including system impact study costs, and any applicable unique terms and conditions of service related to the provision of the non-standard AFS. An AFS Contract will be filed with the Commission. The AFS Contract shall provide full disclosure of all rates, terms and conditions of service under this Rider, and any and all agreements related thereto.

TERMS AND CONDITIONS

This Rider is subject to Company's General Terms and Conditions of Service.

RIDER ED **ECONOMIC DEVELOPMENT RIDER**

AVAILABILITY

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

The Economic Development Rider shall be applicable to any new Non-Residential Customer who establishes initial permanent service in a new or existing establishment, and to any existing Non-Residential Customer who expands an existing establishment, who:

1. Receives service under Rate DGS, LP, or HLF,
2. Makes application to Company for service under this Rider,
3. Has applied for and received economic development assistance from State or local government or other public agency,
4. Affirms that without this Rider, it would not be financially advantageous for Customer to expand the existing or build the proposed new establishment.

Customers meeting all Applicability criteria above are eligible for incentives under the Rider at two levels:

Level 1 Incentives – Customer's new electric load addition must meet all of the following minimum criteria:

1. Expected monthly load factor of 50% or higher
2. Expected load addition of 500 kVa/kW per month or more per month at one delivery point.
3. Result in the creation of 25 new full-time equivalent jobs at the same location.

Level 2 Incentives – Customer's new electric load must meet 2 out of 4 of the following minimum criteria:

1. Expected monthly load factor of 65%, or higher.
2. Expected load addition of 1500 kVa/kW per month or more at one delivery point.
3. Result in the creation of 100 new full-time equivalent jobs at the same location.
4. Result in capital investment at Customer's establishment of one million dollars (\$1,000,000) or more for each 1000 kVa/kW per month of new load.

Company may also apply this Rider to an existing customer who, but for economic incentives being provided from the State and/or local government or public agency, would leave or not expand facilities within Company's service area. In this event, Customer must agree, at a minimum, to retain the current number of full-time equivalent jobs at the existing location.

For new Customers, application for service hereunder must be made at the time of initial application for electric service.

RIDER ED
ECONOMIC DEVELOPMENT RIDER
(Continued)

This Rider is not available:

1. To a Customer who is a "new" Customer as a result of a change in ownership of an existing establishment, unless the prior owner was a customer hereunder or the ownership change is accompanied by State, local governmental or other public agency economic assistance.
2. To a new Customer who has relocated to Company's Service Area from another location within the State.
3. For renewal of service following service interruptions related to, but not limited to, equipment failure, temporary plant shutdown, work stoppage, or economic conditions.

EVIDENCE OF CONTINUING APPLICABILITY

Customer shall make available to Company, at its reasonable request, evidence of full-time employment levels and capital investments used as the basis for applicability for receiving service hereunder.

RATES AND CHARGES

Customer receiving service under this Rider:

1. Shall receive a credit to the Monthly Billing Demand Charge due per month under the applicable tariff rate schedule for a period of twenty-four (24) consecutive months, as follows:
 - a. for all Level 1 demand additions, the credit is \$2.25 per kVA/kW.
 - b. for all Level 2 demand additions, the credit is \$4.50 per kVA/kW.The monthly base period demand shall be specified in the contract and will be the average of the Maximum Demands during the 12 months preceding the new demand addition or parts thereof. Any demand served greater than the monthly base period demand will be considered new demand additions and shall qualify for the credit.
2. Shall designate the date on which the Billing Demand credits shall commence, said date not to be later than twelve (12) months after Company's approval of Customer's application.
3. Shall continue to be billed the full amount of all other Monthly Rates and Charges applicable to Customer's applicable Rate Schedule.
4. Shall resume being billed the full Monthly Rates and Charges under Customer's applicable Rate Schedule after receiving service under this Rider for twenty-four (24) months.

RIDER ED
ECONOMIC DEVELOPMENT RIDER
(Continued)

CONTRACT

Upon approval of application by Company, Customer must enter into a Contract under this Rider for a contract period of six (6) years. Employment additions must occur no later than six months following Company's approval of the Contract and initiation of service hereunder.

The Contract shall also include such other terms and conditions which Company determines in its reasonable discretion to be necessary or advisable in connection with offering service under this Rider, including, but not limited to, the requirement for Customer to pay to Company the difference between the total charges under this Rider and the otherwise applicable Rate Schedule charges if during the term of the Contract Customer fails to meet the employment additions and retentions specified at the beginning of the service relationship.

Establishments for which a change in ownership occurs after Customer enters into a Contract under this Rider shall continue to receive service hereunder for the balance of the term of the Contract, as long as all other conditions of the Contract and this Rider are upheld by Customer.

Company reserves the right to immediately terminate service under this Rider, if Company determines that Customer has failed to comply with the terms of the APPLICABILITY section, or this Contract, at any time during the term of the Contract.

EXPIRATION

This Rider shall expire on December 31, 2015. Customers making application for service hereunder prior to this date shall be eligible for the full twenty-four (24) months of Billing Demand credit described herein.

RIDER AD AREA DEVELOPMENT RIDER

AVAILABILITY

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

The Area Development Rider is applicable to any Non-Residential Customer who:

1. Receives service under Rate DGS, LP, or HLF,
2. Makes application to Company for service under this Rider,
3. Has a Maximum Demand in any month during the Prior Year, or if new Customer, has an estimated Maximum Demand, of 300 kW/KVa or higher at this single location, and
4. Qualifies for one of the following area development categories:

Urban Redevelopment: Any new Customer who locates in an existing building of 25,000 square feet or more, which has been unoccupied and/or remained dormant for a period of two (2) years or more, as determined by Company, or

Brownfield Redevelopment: Any Customer who locates a new or existing establishment in a designated Brownfield Redevelopment Area (as defined by Indiana or Federal Law), or

Economic Development Zone: Any new Customer who locates in a new or existing establishment or any existing Customer who expands an existing establishment, in a designated Urban Enterprise Zone, Airport Development Zone, Certified Technology Park, or other similarly designated zone, and either (1) adds at least 15 incremental full-time employees to its workforce at the same location, or (2) makes an incremental capital investment of at least five hundred thousand dollars (\$500,000) at the same location. Employment additions and capital investments must occur within a reasonable period following Company's approval of the Contract.

For new Customers, application for service under this Rider must be made at the time of initial application for Electric Service.

This Rider is not available:

1. To a Customer who is a "new" Customer as a result of a change in ownership of an existing establishment, or
2. For renewal of service following service interruptions related to, but not limited to, equipment failure, temporary plant shutdown, work stoppage, or economic conditions.

EVIDENCE OF CONTINUING APPLICABILITY

Customer shall make available to Company, at its reasonable request and as applicable, evidence of full-time employment levels and capital investments used as the basis for applicability for receiving service hereunder.

RIDER AD
AREA DEVELOPMENT RIDER
(Continued)

RATES AND CHARGES

Customer receiving service under this Rider:

1. Shall be billed the full monthly Rates and Charges under Customer's applicable Rate Schedule for all "incremental volumes" (defined below), for a period of sixty (60) consecutive months, except that the applicable Rate Schedule Demand Charge, exclusive of any included charges from applicable Appendices or Riders, shall be discounted as follows:
 - a. For the first 12-month period, the Demand Charge will be discounted by 50% per month;
 - b. For the second 12-month period, the Demand Charge will be discounted by 40% per month;
 - c. For the third 12-month period, the Demand Charge will be discounted by 30% per month;
 - d. For the fourth 12-month period, the Demand Charge will be discounted by 20% per month;
 - e. For the fifth 12-month period, the Demand Charge will be discounted by 10% per month.
2. Shall resume being billed the full monthly Rates and Charges under Customer's applicable Rate Schedule after receiving service under this Rider for sixty (60) months.
3. Shall designate the date on which the discount applicable to Demand Charges on incremental demand shall commence, said date not to be later than twelve (12) months after Company's approval of Customer's application.

INCREMENTAL VOLUMES

1. For new Customers, "incremental demands" are defined as all demand, subject to Customer having met the 300 kVa/kW per month minimum threshold.
2. For existing Customers, "incremental demands" must be at least 300 kVa/kW per month and will be determined by Company, giving consideration to Customer's historical usage.

CONTRACT

Upon approval of application by Company, Customer must enter into a Contract under this Rider. The Contract shall also include such other terms and conditions which Company determines in its reasonable discretion to be necessary or advisable in connection with offering service under this Rider, including, but not limited to, the requirement for Customer to pay to Company the difference between the total charges under this Rider and the otherwise applicable Rate Schedule charges if during the term of the Contract Customer fails to meet the employment additions / retentions specified at the beginning of the service relationship.

Establishments for which a change in ownership occurs after Customer enters into a Contract under this Rider shall continue to receive service hereunder for the balance of the term of the Contract, as long as all other conditions of the Contract and this Rider are upheld by Customer.

RIDER AD
AREA DEVELOPMENT RIDER

(Continued)

Company reserves the right to immediately terminate service under this Rider, if Company determines that Customer has failed to comply with the terms of Applicability at any time during the term of the Contract.

EXPIRATION

This Rider shall expire on December 31, 2015. Customers making application for service hereunder prior to this date shall be eligible for the full sixty (60) months of Demand Charge discount described herein.

RIDER TS **TEMPORARY SERVICE RIDER**

AVAILABILITY

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rider shall be applicable to any Non-Residential Customer electing service hereunder.

CHARACTER OF SERVICE

This Rider provides lighting and/or power service for a short time only, requiring the installation by Company of service facilities of a temporary nature. This Rider shall be applicable to Customer for a period not to exceed 270 days, unless otherwise agreed to by Company.

RATES AND CHARGES

Customer shall pay to Company the cost of installing and removing such temporary service facilities.

Customer shall be charged for the electric service supplied, which shall be metered and computed under either Rate SGS - Small General Service, or Rate DGS - Demand General Service, whichever applies.

ADVANCED PAYMENT

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

TERMS AND CONDITIONS OF SERVICE

Service under this Rider will be governed under the Terms and Conditions as required under Customer's applicable Rate Schedule, Rate SGS or Rate DGS.

RIDER SAS **STANDBY OR AUXILIARY SERVICE RIDER**

AVAILABILITY

This Rider shall be available throughout Company's Service Area, subject to the availability of adequate facilities and power supplies, which determinations shall be within Company's reasonable discretion.

APPLICABILITY

This Rider shall be applicable to any Non-Residential Customer electing service hereunder who owns and operates 60 Hertz electric generating equipment:

1. For emergency use only, or
2. For not more than 1000 kW of non-emergency use.

CHARACTER OF SERVICE

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

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

RATES AND CHARGES

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

Contract Demand

A Contract Demand shall be initially established by mutual agreement between Company and Customer and stated in the Contract. Whenever the Contract Demand, as initially established, is exceeded by the creation of a greater Maximum Demand, then such greater Maximum Demand shall become the Contract Demand until again exceeded, and so on, for the duration of the Contract. Customer shall not be permitted to effect a reduction in its Contract Demand by re-contracting for the same service unless a bona fide reduction in load has occurred.

Determination of Billing Demand

The Billing Demand in the Rate Schedule shall be the highest Maximum Demand created during the term of the Contract, but in no case less than the Contract Demand. The off-peak provision of the Determination of Billing Demand section in the applicable Rate Schedule shall not apply.

Minimum Monthly Charge

The Minimum Monthly Charge under this Rider shall be as specified in the applicable Rate Schedule.

TERMS AND CONDITIONS OF SERVICE

Service under this Rider will be governed under the same Terms and Conditions as required under Customer's applicable Rate Schedule.

Company reserves the right to require Customer to furnish, install and maintain a load limiting device, approved by and under the sole control of Company.

RIDER DR
MISO DEMAND RESPONSE (DR) RIDER

AVAILABILITY

This Rider shall be available throughout Company's Service Area. Company reserves the right to limit total MW participation in this Rider as set forth in the applicable Midwest Independent System Operator (MISO) Business Practices Manuals (BPM) or as required by Company. This Rider is effective on and after July 1, 2011.

APPLICABILITY

This Rider is applicable to any Customer served under Rates DGS or OSS with prior year Maximum Demand greater than 70 kW, MLA, LP or HLF, who elects service hereunder and who meets the requirements specified in this Rider. Customer may participate in this Rider only with kVa or kW curtailment load not under obligation pursuant to Rider IC or IO or special contract. Customer's curtailment load is not eligible for enrollment in any other demand response program either directly or through an Aggregator.

Customer must offer Company a minimum of one (1) MW of load reduction, or the greater minimum load reduction requirement that may be specified by the applicable MISO BPM for the type of resource offered by Customer. Customer may participate in an Aggregation as defined below in order to meet the minimum requirement.

Participation under this Rider by Customer shall not begin until:

1. MISO has accepted and approved all applicable requirements for resource participation,
2. execution of the required Service Agreement as described below,
3. installation and operational readiness of required electric metering and dedicated telemetry, and
4. collection of sufficient data for the determination of applicable baseline load.

CHARACTER OF SERVICE

Participation in this Rider is optional and offers Customer the opportunity to reduce its electric costs by beneficially augmenting Company's participation in the MISO wholesale energy market and the Company's efforts to preserve reliable electric service, through Customer's provision of a load reduction during MISO high price periods and declared emergency events.

This Rider offers Customer indirect access to certain MISO demand response programs. Additional programs consistent with this Rider's provisions may be offered as Customer preferences and demand develop. All services provided pursuant to this Rider are subject to and must be compliant with the MISO Tariff as it may change from time-to-time.

Programs to be offered upon commencement of this Rider are:

- 1) Emergency Demand Response (EDR) Program
- 2) Demand Response Resource (DRR) Type I Energy Program

RIDER DR
MISO DEMAND RESPONSE (DR) RIDER
(Continued)

Customer taking service under this Rider is prohibited from taking service under Rate BAMP - Back-up, Auxiliary, and Maintenance Power Services - during an event under this Rider.

AGGREGATION

An approved Aggregator may aggregate demand response capabilities of multiple Customers to facilitate Customer's participation in this Rider. Aggregator is subject to all of the requirements set forth for Customer as specified in this Rider. Company shall have final approval over participation of Aggregator and final integration of business processes of Aggregator with Company. An Aggregator may be a single Customer with multiple premises. A Customer may serve as a third-party aggregator.

A potential Aggregator must provide to Company:

- Most recent audited financial statements
- Parent company and affiliate information
- A completed Corporate Information Sheet
- A demonstration to Company of satisfactory measurement and verification processes suitable for use by Company for settlement, reporting, monitoring and forecasting purposes.

Each Customer included as part of an aggregation of Customers must be identified by Aggregator and all information required for Customer participation and registration must be provided to Company by Aggregator. Customer must confirm to Company its selection of Aggregator. Customer may not be represented by more than one Aggregator. Customer may not participate through an Aggregator while simultaneously participating as an individual Customer under this Rider.

SERVICE AGREEMENT

Customer or Aggregator must enter into a service agreement with Company for a minimum period of one year.

Service agreements covering multiple premises will include an addendum for each participating premises.

Company reserves the right to refuse participation or to terminate participation in this Rider based on Customer or Aggregator credit standing.

RIDER DR
MISO DEMAND RESPONSE (DR) RIDER
(Continued)

LOAD REDUCTION PLAN COMPLIANCE OPTIONS

The load reduction plan compliance options available for a particular MISO demand response resource type will be specified in the service agreement. Customer or Aggregator may elect either of the following options:

Firm Demand Level (FDL)

Customer or Aggregator electing this option agrees, upon notification by Company, to limit demand to a firm load level. The method to compute the amount of the demand reduction will be specified in the service agreement.

Fixed Reduction Amount (FRA)

Customer or Aggregator electing this option agrees, upon notification by Company, to reduce usage below the Baseline Level by the amount agreed to by Company. The method to compute the amount of the demand reduction will be specified in the service agreement.

Customer must assist and coordinate with Company to complete all MISO registration requirements by the timelines set forth in the applicable MISO BPMs. Customer must comply with testing requirements as specified by MISO. Customer must demonstrate load reduction capability annually as specified by MISO and Company. Participation will immediately be suspended upon a MISO determination that Customer's resource is not a qualified resource for the purpose for which it is enrolled.

The default baseline determination methodology will be the MISO default methodology, absent a MISO approved variation agreed upon between the Company and the participant. Customer or Aggregator must inform Company of any maintenance or operating changes that will alter the load level at the enrolled premises.

METERING REQUIREMENTS

If Customer does not have appropriate meters and telemetry for the applicable DR Program, it may be installed by Company, at Customer expense, prior to participating in this Rider. Customer or Aggregator may elect to install metering and telemetry, with Company approval of the equipment selected. Company reserves the right to test and inspect the equipment. The following metering requirements are applicable to the programs:

- 1) EDR Program – 1 hour metering (or as stated in MISO BPMs if shorter)
- 2) DRR Type I Energy Program – 5 minute metering (or as stated in MISO BPMs if shorter)

If the Customer resource is a Behind the Meter Generator (BTMG), the Customer must comply with BTMG provisions as stated in the applicable MISO BPMs.

RIDER DR
MISO DEMAND RESPONSE (DR) RIDER
 (Continued)

PROGRAM EQUIPMENT OR SOFTWARE

Company shall specify program communication requirements in the service agreement, which may include software to be used to provide Company with Customer-specified offer parameters and participation elections. Customer may purchase from Company or third-party suppliers any other equipment or software packages necessary to facilitate participation in this Rider. It is Customer's responsibility to ensure the compatibility of third-party equipment or software packages with Company-owned equipment or software packages.

Company will utilize electronic mail as the primary means to notify Customer of events and to process Customer participation updates. Customer will be responsible for providing its own internet access if needed. In the event that the Internet system is temporarily unavailable, Company will notify Customer of an alternative participation update process. Company will provide written documentation and training on the process to be used by Customer.

DAILY PROGRAM PARTICIPATION

Customer or Aggregator participation in DR Programs will be offered by Company to MISO for potential load reduction daily, as applicable. Customer or Aggregator has the option of participating or not participating on any particular day, as applicable, provided Customer or Aggregator notifies Company prior to 8:00 A.M. Central Standard Time on the day before the day they do not wish to provide an energy offer. Participating Customer demand response will be included in the daily offers by Company to MISO unless Customer specifies that it does not wish to participate on a particular day by the aforementioned deadline.

RATES AND CHARGES

Item	Frequency	Amount
Registration	Annual	\$1,000.00
Modification to Registration	Per Occurrence	\$100.00
Change to Day Ahead Bid Entry	Per change after fifteen (15) per month	\$100.00
Meter Reading and Other Direct Costs	Per Occurrence	At Cost
Percent of the MISO proceeds less any other previously collected RATES AND CHARGES not previously credited	Bids Cleared by MISO	10%

SETTLEMENTS

The Company will remit or invoice to Customer the net proceeds from participating in this Rider.

RIDER DR
MISO DEMAND RESPONSE (DR) RIDER
(Continued)

A true-up shall take place following any additional settlement from MISO. The Company will deduct the retail rate for the energy not consumed by the Customer pursuant to this Rider and applicable administrative fees set forth in RATES AND CHARGES.

FAILURE TO PERFORM

Customer is obligated to reduce load as communicated by Company in accordance with the MISO dispatch instruction. If the Customer does not reduce load by the bid amount within the prescribed notice time, for the prescribed duration and other parameters, the Company may incur penalties and other charges. Such penalties and other charges will be imposed on the Customer plus a \$500 fee for the Company's administrative costs incurred to determine and pay the penalty to MISO.

All non-compliance usage above the FDL, or the Baseline Level less the FRA, will be assessed all applicable charges consistent with the provisions in the applicable MISO BPMs.

The Company may terminate the Customer's participation in this Rider if MISO precludes the Customer's load from being offered into the MISO market or if Participant's failure to reduce load adversely impacts reliability.

Company reserves the right to terminate Customer participation under this Rider for repeated failure to follow load reduction requests at the offered load reduction amounts or for failure to pay applicable charges.

TERMS AND CONDITIONS

Except as provided in this Rider, Customers served under Rates DGS, OSS, MLA, LP or HLF will be billed for all demand and energy used under the terms and conditions and at the rates and charges of Customer's applicable Rate Schedule. In addition, Customers will receive payments for participation in this Rider based upon the elected program as outlined above and in the service agreement.

Agreements under this Rider will in no way affect Company's and Customer's respective obligations regarding the rendering of and payment for electric service under the applicable Rate Schedules. Customer is responsible to monitor and control its demand and energy usage before, during, and after an event period under this Rider.

RIDER DR
MISO DEMAND RESPONSE (DR) RIDER
(Continued)

LIMITATION OF LIABILITY

To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless Company and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys' fees (Claim), resulting from (a) any breach of the representations, warranties, covenants and obligations of Customer under this Agreement, (b) any act or omission of Customer, whether based upon Customer's negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to Customer's performance or nonperformance under this Agreement.

Neither Party to this Agreement shall be liable for consequential damages of any kind related to performance or non-performance under this Agreement.

APPENDIX A **FUEL ADJUSTMENT CLAUSE**

APPLICABILITY

The Fuel Adjustment Clause (FAC) shall be applicable to the Rate Schedules set forth below in the FAC Rates section.

DESCRIPTION

The FAC shall recover Company's incremental fuel costs from applicable Rate Schedules on a line-loss adjusted basis.

A. The FAC Rates for the applicable Rate Schedules shall be calculated to the nearest 0.001 mill (\$0.000001) per kWh, in accordance with the following calculation:

$$\text{FAC Rate} = \left[\frac{\text{F/S}}{(1-\text{LLF})} \right] - \text{BF}$$

Where:

1. "F" is the estimated expense of fuel based on a three month average cost beginning with the month immediately following the current month and consisting of the following costs:
 - (a) the average cost of fossil and nuclear fuel consumed in Company's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants including, as to fossil fuel, only those items listed in Account 151 and as to nuclear fuel only those items listed in Account 518 (except any expense for fossil fuel included in Account 151) of the Federal Energy Regulatory Commission's Uniform system of Accounts for Class A and B Public Utilities and Licensees;
 - (b) the actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in (c) below;
 - (c) the net energy cost, exclusive of capacity or demand charges, of energy purchased on an economic dispatch basis, and energy purchased as a result of a scheduled outage, when the costs thereof are less than Company's benchmark fuel cost at that time;
 - (d) fuel-related Midwest ISO costs approved by the Commission for recovery in the FAC;
 - (e) plus other costs approved by the Commission for recovery;
 - (f) less the cost of fossil and nuclear fuel recovered through intersystem sales including fuel costs related to economy energy sales and other energy sold on an economic dispatch basis;
2. "S" is the estimated kWh supply required to meet retail Customers' energy needs, for the same estimated period set forth in "F", consisting of the net sum in kWh of:
 - (a) net generation
 - (b) purchases
 - (c) net interchange
 - (d) less inter-system sales.

APPENDIX A
FUEL ADJUSTMENT CLAUSE
(Continued)

3. "LLF" is the line loss percentage for the applicable Rate Schedule, as set forth below in the FAC Rates section.
 4. "BF" is the line loss adjusted base fuel cost exclusive of IURT for the applicable Rate Schedules as set forth below.
- B. The FAC Rates as computed above shall be further modified to allow the recovery of gross receipts taxes and other similar revenue based tax charges occasioned by the FAC revenues.
- C. The FAC Rates shall be further modified commencing with the third succeeding month to reflect the difference between the estimated fuel cost billed and fuel cost actually experienced during the month(s) in which such estimated fuel cost was billed.

FAC RATES

Pursuant to the Indiana Utility Regulatory Commission's Order in Cause No. 38708-FAC93, the Fuel Cost Adjustments for February, March and April 2012 are as stated below:

<u>Rate Schedule</u>	<u>FAC Rate (\$ per kWh)</u>	<u>Line Loss</u>	<u>Base Fuel Inclusive of IURT (\$ per kWh)</u>	<u>Base Fuel Exclusive of IURT (\$ per kWh)</u>
RS, B, SGS, OSS, SL and OL	\$(0.005348)	7.831292%	\$0.03889	\$0.0382950
DGS/MLA	\$(0.005342)	7.786316%	\$0.03887	\$0.0382753
LP	\$(0.005056)	4.938521%	\$0.03770	\$0.0371232
HLF	\$(0.004742)	1.892953%	\$0.03644	\$0.0358825

Effective: February 1, 2012

APPENDIX B **DEMAND SIDE MANAGEMENT ADJUSTMENT**

APPLICABILITY

The Demand Side Management Adjustment (DSMA) shall be applicable to all Rate Schedules as set forth below.

DESCRIPTION

The DSMA shall be calculated semi-annually for each Rate Schedule and shall recover approved Demand Side Management (DSM) programs costs including the following:

- a. The difference between the actual amount of Direct Load Control (DLC) billing credits and a prorated portion of the base rate amount of such credits (annual amount of \$817,000) (the DLC Component), plus
- b. The difference between actual DLC Inspection and Maintenance (I&M) Program expenses and a prorated portion of the base rate amount of such expenses (annual amount of \$569,628) approved in Cause No. 43839 (the I&M Component), plus
- c. DSM Program Costs, including incentives, approved in Cause No. 43427 and Direct Use Pilot Program costs approved in Cause No. 43839 (together, the Energy Efficiency Funding Component or EEFC), plus
- d. Other DSM costs approved for recovery by the Commission.

DLC billing credits and any applicable variances associated with these credits, and I&M expenses and any variances associated with these expenses, are allocated to the Rate Schedules on the basis of the 4CP allocation factors approved in Company's most recent general rate case. These allocation percentages by Rate Schedule are shown on Page 2 of 2 in Column (a).

The DLC Component and I&M Component are calculated by dividing the allocated DLC credit or expense differences, as applicable, by the projected billing determinants for each Rate Schedule, for the projected six month period.

DSM Program Costs and Direct Use Pilot Program costs, and any variances associated with these costs, are allocated to Rate Schedules on the basis of either: 1.) the 4CP allocation factors approved in Company's most recent general rate case (for demand-related programs) or 2.) projected kWh sales as adjusted for line losses (for energy-related programs). The line losses applicable to each Rate Schedule are shown on Page 2 of 2 in Column (b).

The EEFC will be calculated by dividing the allocated energy- and demand-related DSM program costs applicable to each Rate Schedule by the projected billing determinants, as applicable, for each Rate Schedule, for the projected six month period.

Effective: September 1, 2011

APPENDIX B
DEMAND SIDE MANAGEMENT ADJUSTMENT
 (Continued)

The DSMA rates as calculated above shall be further modified to include the impact of Indiana Utility Receipts Tax and other applicable revenue taxes.

The actual DSMA amounts passed back to or recovered from customers shall be reconciled with DSMA amounts intended for pass back to or recovery from customers for such period, with any variance reflected in the subsequent DSMA filing.

DSMA ALLOCATION FACTORS AND LINE LOSS

Rate <u>Schedule</u>	(a) 4CP Allocation <u>Percentage</u>	(b) Line <u>Loss</u>
RS	40.4145%	8.294716%
B	0.1225%	8.294716%
SGS	1.7089%	8.294716%
DGS/MLA	26.1523%	8.239646%
OSS	2.0202%	8.294716%
LP	19.0511%	5.388646%
HLF	10.5305%	2.136625%

DSMA RATES

Rate <u>Schedule</u>	DSMA Rate (\$ per kW or kVa)	DSMA Rate (\$ per KWh)
RS	n/a	\$0.001066
B	n/a	\$0.000935
SGS	n/a	\$0.001801
DGS/MLA	\$0.050	\$0.001645
OSS	\$0.036	\$0.001644
LP	(\$0.053)	\$0.000005
HLF	(\$0.077)	\$0.000005

APPENDIX D **OTHER CHARGES**

Late Payment Charge:

If Customer does not pay a Bill for Electric Service on or before the gross payment due date, Customer shall be assessed a Late Payment Charge of three percent (3%) of such Bill.

Reconnect Charge:

When Electric Service is discontinued (1) at the request of Customer, (2) for nonpayment of a Bill, (3) when authorized by Company's General Terms and Conditions or the Commission's Regulations, or (4) for any reason beyond the control of Company, and a reestablishment of Electric Service is required by Customer, Customer shall be charged a Reconnect Charge to cover a part of the cost of discontinuance and reestablishment of Electric Service. Such charge shall be forty-five dollars (\$45.00) at the meter. Also, an additional charge of one hundred seventy dollars (\$170.00) shall be charged for reconnection of Electric Service at the pole or transformer, when the original disconnection at the pole or transformer was due to Customer's failure to provide access to the meter. In addition, when Electric Service is reconnected or disconnected after normal working hours at Customer's request, Customer shall be charged an After Hours Charge.

After Hours Charge:

When Electric Service is connected, reconnected or disconnected after normal business hours at Customer's request, Customer shall be charged an After Hours Charge of fifty-five dollars (\$55.00) in addition to any other applicable charges for each connection, reconnection or disconnection.

Returned Payment Charge:

For each payment of Customer returned by any financial institution, Customer may be charged twenty-five dollars (\$25.00) to cover a part of the cost of processing such transaction.

Investigation Charge:

When Company detects fraudulent, deceptive, or unauthorized use or tampering of Company's measuring equipment or other service facilities, Company may assess a minimum investigation charge of one hundred and five dollars (\$105.00) per occurrence. Customer may also be responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and for the cost of additional investigation, field calls, meter testing and cost of effecting repairs necessitated by such use and/or tampering.

APPENDIX I **MISO COST AND REVENUE ADJUSTMENT**

APPLICABILITY

The MISO Cost and Revenue Adjustment (MCRA) shall be applicable to all Rate Schedules as reflected in the MCRA Rates section below.

DESCRIPTION

The MCRA shall be calculated semi-annually for each Rate Schedule as follows:

$$MCRA = \frac{[(NFC - MRA) \times \text{Rate Schedule Allocation Percentage}]}{\text{Rate Schedule Sales Quantities}}$$

Where:

NFC is the Non-Fuel Costs described below.

MRA is the MISO Revenues Amount described below.

Rate Schedule Allocation Percentage is the proportion of the MCRA amount applicable to each Rate Schedule. The percentage for each Rate Schedule is shown in the MCRA Rates section below.

Rate Schedule Quantities are the estimated quantities of billing determinants for each Rate Schedule for the projection period.

The calculated MCRA rates shall be further modified to allow the recovery of the Indiana Utility Receipts Tax and other similar revenue-based tax charges.

The actual MCRA amounts passed back to or recovered from customers for each period shall be reconciled with MCRA amounts intended for pass back to or recovery from customers for such period, with any variance reflected in a subsequent MCRA filing.

APPENDIX I
MISO COST AND REVENUE ADJUSTMENT

(Continued)

NON-FUEL COSTS (NFC)

The Non-Fuel Component shall be calculated semi-annually for each Rate Schedule as follows:

$$NFC = \text{MISO Charges} \text{ minus Base Rate Amount}$$

where:

MISO Charges are the amount of the recoverable MISO costs, calculated as follows:

- (a) Schedule 1 – Scheduling, System Control and Dispatch Services, or a successor provision, of the MISO OATT, or any successor tariff for the MISO; plus
- (b) Schedule 2 – Reactive Power costs charged by independent generators in Vectren’s control area; plus
- (c) Schedule 9 – Network Integration Transmission Service, or a successor provision, of the MISO OATT, or any successor tariff for the MISO; plus
- (d) Schedule 10 – ISO Cost Recovery Adder and Schedule 10-FERC – FERC Annual Charges Recovery, or successor provisions, of the Midwest OATT, or successor tariff for the MISO; plus
- (e) Schedule 16 – Financial Transmission Rights Administrative Service Cost Recovery Adder, or a successor provision, of the MISO OATT, or any successor tariff for the MISO; plus
- (f) Schedule 17 - Energy Market Support Cost Recovery Adder, or a successor provision of the MISO OATT, or any successor tariff for the MISO; plus
- (g) Schedule 24 – Control Area Operator Cost Recovery, or a successor provision of the MISO OATT, or any successor tariff for the MISO; plus
- (h) Schedule 26 – Network Upgrade Charge from MISO Transmission Expansion Plan, plus
- (i) Costs that are not otherwise recovered by MISO through other charges and are socialized for recovery from all market participants including Company (“uplift costs”), including the Real Time Revenue Neutrality Uplift Amount, and Real Time Miscellaneous Amount billed by MISO.

Base Rate Amount is a prorated portion of the base rate level of MISO Charges (annual amount of \$3,231,252).

Effective: May 3, 2011

APPENDIX I
MISO COST AND REVENUE ADJUSTMENT
(Continued)

MISO REVENUES AMOUNT (MRA)

The MISO Revenues Amount shall be the transmission revenues received for the period from the application of MISO's transmission rates to wholesale loads that sink within Company's control area less a prorated portion of the base level of such transmission revenues (annual amount of \$2,037,741). If actual annual transmission revenues are less than \$2,037,741, the Company shall not recover the shortfall and the MRA shall be zero.

MCRA RATES

<u>Rate Schedule</u>	<u>Allocation Percentage</u>	<u>Charge Adjusted</u>	<u>MCRA Rate (\$ per KWh)</u>
RS	40.4145%	Energy	\$0.001243
B	0.1225%	Energy	\$0.000397
SGS	1.7089%	Energy	\$0.001120
DGS/MLA	26.1523%	Energy	\$0.001062
OSS	2.0202%	Energy	\$0.000786
LP	19.0511%	Energy	\$0.000510
HLF	10.5305%	Energy	\$0.000419

APPENDIX J **RELIABILITY COST AND REVENUE ADJUSTMENT**

APPLICABILITY

The Reliability Cost and Revenue Adjustment (RCRA) shall be applicable to all Rate Schedules as reflected in the RCRA Rates section below.

DESCRIPTION

The RCRA shall be calculated semi-annually for each Rate Schedule as follows:

$$\frac{(\text{Reliability Costs} - \text{Reliability Revenues}) * \text{Rate Schedule Reliability Allocation Percentage}}{\text{Rate Schedule Quantities}}$$

Reliability Costs is the sum of the following:

- a. The non-fuel cost of Purchased Power during the period minus a prorated portion of the base rate level of Purchased Power non-fuel costs (annual amount of \$7,804,072), plus
- b. The cost of Interruptible Sales billing credits for the period minus a prorated portion of the base rate level of Interruptible Sales billing credits (annual amount of \$1,686,350).
- c. The cost of Environmental Emission Allowances (EEAs) used by retail customers during the period minus a prorated portion of the base rate level of EEA expense (annual amount of \$135,627).

Reliability Revenues is the sum of the following:

- a. The retail sharing portion of the margin from Wholesale Power Marketing sales (base level of \$7,500,000) for the period, plus
- b. The margin from Municipal Wholesale sales for the period, plus
- c. The retail portion of the margin from EEA sales (net of costs) for the period.

Rate Schedule Allocation Percentage is the proportion of the RCRA amount applicable to each Rate Schedule. The percentage for each Rate Schedule is shown in the RCRA Rate section below.

Rate Schedule Quantities are the estimated quantities of Energy Sales for each Rate Schedule for the upcoming period.

APPENDIX J
RELIABILITY COST AND REVENUE ADJUSTMENT

(Continued)

The RCRA rates as calculated above shall be further modified to include the impact of Indiana Utility Receipts Tax and other applicable revenue taxes.

The actual RCRA amounts passed back to or recovered from customers for each period shall be reconciled with RCRA amounts intended for pass back to or recovery from customers for such period, with any variance reflected in the subsequent RCRA filing.

RCRA RATES

<u>Rate Schedule</u>	<u>Allocation Percentage (4 CP)</u>	<u>Charge Adjusted</u>	<u>RCRA Rate (\$ per kWh)</u>
RS	40.4145%	Energy	\$0.002253
B	0.1225%	Energy	\$0.000780
SGS	1.7089%	Energy	\$0.001842
DGS/MLA	26.1523%	Energy	\$0.001934
OSS	2.0202%	Energy	\$0.001516
LP	19.0511%	Energy	\$0.000995
HLF	10.5305%	Energy	\$0.000984

RATE CSP **COGENERATION AND SMALL POWER PRODUCTION**

APPLICABILITY

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

RATES FOR SALE OF ENERGY AND CAPACITY

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

PURCHASE PRICES

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

Energy Component:

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

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

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

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

RATE CSP
COGENERATION AND SMALL POWER PRODUCTION

(Continued)

Capacity Component

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

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

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

Where:

F = Capacity payment adjustment factor

E_p = Kilowatt-hours delivered to Company by the qualifying facility during the peak period defined as the hours of 6:00 A.M. to 10:00 P.M. during weekdays, excluding holidays.

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

T_p = Number of hours in the peak period.

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

Table 1

ENERGY PAYMENT TO A QUALIFYING FACILITY⁽¹⁾

Annual On-Peak	=	\$0.04569/kWh
Annual Off-Peak	=	\$0.03596/kWh

CAPACITY PAYMENT TO A QUALIFYING FACILITY

\$5.32 per kW Per Month

⁽¹⁾ On-Peak hours = 6:00 A.M.– 10:00 P.M. weekdays
Off-Peak hours = All other hours, including weekends and designated holidays

RATE CSP
COGENERATION AND SMALL POWER PRODUCTION

(Continued)

CONDITIONS OF PURCHASE

1. A qualifying facility, operating electric generating equipment, may connect in parallel with Company's system, providing the facility complies with the National Electrical Safety Code, as supplemented, the applicable requirements of 170 IAC 4-4.3, and the Company's rules and regulations for electric service. The Customer will provide, at Customer's expense, all necessary protective and synchronizing equipment.
2. The qualifying facility shall pay in advance of construction all costs estimated by Company for metering or other facilities necessary to provide for the energy purchase. Upon completion of the construction, Company will reconcile the actual costs with the advance payment and bill or credit the facility accordingly.
3. The qualifying facility shall operate its electric generating equipment in such a manner so as not to adversely affect Company's voltage waveform.
4. The qualifying facility shall permit Company at any time as it deems necessary to install or modify any equipment to protect the safety of its employees or the accuracy of its metering equipment as a result of the operation of the facility's equipment. The facility shall reimburse Company for the cost of such installation or modification upon receipt of a statement from Company.
5. The qualifying facility shall permit Company's employees to enter upon its property at any reasonable time for the purpose of inspecting and/or testing its facilities to ensure their continued safe operation and the accuracy of Company's metering equipment, but such inspections shall not relieve the qualifying facility from its obligation to maintain the facilities in satisfactory operating condition.
6. The qualifying facility shall agree to indemnify Company and its employees against liability for any injuries or damages caused by the operation of the facility's equipment or by any failure of the facility to maintain its equipment in satisfactory and/or safe operating condition.
7. Company will require that a contract be executed which will detail meter reading and billing practices to be followed, as well as other technical and operating parameters for the qualifying facility's generation facilities.

RATE CSP
COGENERATION AND SMALL POWER PRODUCTION

(Continued)

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

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

INTRODUCTION

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

1. APPLICATION OF RATES

(a) General.

- (1) A copy of all Rate Schedules, rules, and regulations under which service will be supplied is posted at Company's website, www.vectren.com, under the heading of "Corporate" and the subheading of "Regulatory Information". A copy of same is available in the offices of Company and is also on file with the Commission.
- (2) An application in the form of Company's [written, telephonic or electronic application for service](#), or a [properly executed](#) contract, and a service deposit, [if applicable](#), as provided for in [Rule 8 or Rule 19](#) hereof, may be required by Company before service will be provided. Company shall have the right to reject, for any valid reason, any application for service.
- (3) No promise, agreement, or representation of any agent or employee of Company shall be binding upon Company unless the same shall be incorporated in the application or contract for service.
- (4) The Rate Schedules of Company are based on service being rendered separately for each Premises and for the ultimate use in or on such separate Premises. Electric Service used by the same individual, firm, or corporation at different Premises will be delivered, measured, and billed separately as to each Premises.
- (5) If Electric Service is taken on more than one meter at the same Premises for the convenience of Customer each meter will be billed separately. Where Electric Service is taken on more than one meter at the same Premises for the convenience of Company or to meet legal requirements, the sum of the measurements of all such meters shall be used in calculating the Bill.
- (6) Company may refuse or disconnect Electric Service on account of arrearages due for Electric Service furnished to persons formerly receiving the same class of Electric Service at the same Premises as Customer of Company, if Customer continues to reside at such Premises requesting or receiving Electric Service.
- (7) Company may disconnect Electric Service to a Premises at which Applicant or Co-Applicant is currently receiving such Service on account of arrearages due for Electric Service furnished to Applicant or Co-Applicant at another Premises under the same class of Service, so long as the arrearages due at the former Premises have remained unpaid for a period of at least 45 days as provided for in 170 IAC 4-1-16(c)(1).

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

(b) Combined Residential and Non-Residential Service

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

(c) Choice of Rates

(1) Company will assist Customer in determining the Rate Schedule applicable to Customer's Electric Service requirements and which will give Customer the lowest annual cost for service. Where more than one Rate Schedule is available for the class of service requested, the choice of Rate Schedule lies with Customer. Company does not guarantee that Customer will be served under the most favorable Rate Schedule at all times, and no refund will be made representing the difference in charges between the Rate Schedule under which service has actually been rendered and another Rate Schedule applicable to the same class of service. Company will provide a copy of the Rate Schedules available to prospective and existing residential customers upon their request, as provided for in 170 IAC 4-1-18(B).

(2) Not more than one change in Rate Schedules will be made in any twelve-month period for any Customer under the provisions of this rule.

(d) Resale of Electric Energy

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

(e) Apartment Buildings and Multiple Dwellings

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

(1) For Customers receiving service at the location on or prior to October 28, 1998 the service shall be classified as Residential, in which case, for billing purposes, the appropriate Residential Rate Schedule shall be applied on the basis of a single Customer.

(2) For Customers who begin receiving service after October 28, 1998 the service shall be classified as Non-Residential, in which case, for billing purposes, the appropriate General Service Rate Schedule shall be applied on the basis of a single Customer.

(3) Customer may change its wiring at Customer's expense and arrange with Company, subject to Rule 19 (c), to separate the combined service and permit Company to install a separate meter for each separate living quarters. In each such case the readings of each meter shall be billed separately under Rate RS - Residential Service.

Effective: May 3, 2011

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

2. INTERRUPTIONS AND DAMAGES

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

3. DISCONNECTING SERVICE

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

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

When Company detects fraudulent, deceptive, or unauthorized use or tampering of Company's measuring equipment or other service facilities, Company may reasonably assume that Customer or other user has benefited by such fraudulent, deceptive, or unauthorized use or such tampering and, therefore, is responsible for payment of the reasonable cost of the service used during the period such fraudulent or unauthorized use or tampering occurred or is reasonably assumed to have occurred and for the cost of field calls, investigation and cost of effecting repairs necessitated by such use and/or tampering; provided, that Company may assess a minimum Investigation Charge as set forth in Appendix D per occurrence for such field calls and repairs. Under such circumstances Company may, subject to any provision of 170 IAC 4-1-16 to the contrary, disconnect service without notice and Company is not required to reconnect the service until a deposit and all the above enumerated charges are paid in full. All statutory penalties shall be fixed by a court of competent jurisdiction or by agreement between Company and Customer.

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

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

4. COMPANY EQUIPMENT – LOCATION AND PROTECTION

(a) Customer shall provide, free of expense to Company and close to the point of service entrance, suitable space acceptable to Company for installation of the necessary metering equipment, said metering equipment to be owned and maintained by Company. Customer shall exercise due diligence to protect said metering equipment from tampering, damage or accident and shall permit no person other than an agent of Company or person otherwise lawfully authorized to do so, to inspect, test, or remove the same.

(b) If Company's equipment is damaged or destroyed through the neglect of Customer, the cost of necessary repairs or replacements shall be paid by Customer.

5. SERVICE CONNECTIONS

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

6. CUSTOMER'S WIRING AND ELECTRICAL EQUIPMENT

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

(b) No other source of electric light or power supply shall be used by Customer on the same installation in conjunction with Company's supply, except for alternative generation, net metering, auxiliary power supply covered under special contract or emergency generating units to be used in the event of failure of Company's power supply. In all such cases, suitable switches shall be installed to ensure that Customer's generation is isolated from Company's system at all times.

7. ACCESS TO CUSTOMER'S PREMISES

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

8. DEPOSIT REQUIRED

(a) Determination of Customer deposits hereunder, and conditions of refund of same, shall be separate and distinct from determination of required deposits under Rule 19.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

(b) Residential Customers:

Company will follow and apply the provisions of 170 IAC 4-1-15 in requiring deposits from Residential Customers, and Company hereby adopts said IAC provision and incorporates it by reference in its entirety in this Tariff.

(c) Non-Residential Customers:

- (1) Unless otherwise stated in Customer's contract with Company, Company will require new Non-Residential Customers to provide a deposit, and may require same of existing Non-Residential Customers, if Company reasonably determines that Customer's creditworthiness is inadequate or if a history of late or non-payment exists. The amount of the deposit will be based on the amount of the two (2) highest Months' usage based upon the most recent twelve (12) months' historical usage or projected annual usage. In determining creditworthiness of Non-Residential customers, Company shall consider the size of the credit exposure and the availability of information about Customer, and shall review information such as, but not limited to: Customer's independently audited annual and quarterly financial statements, including an analysis of its leverage, liquidity, profitability and cash flows; credit rating agency information; publicly available news and information about Customer's business or industry; Customer's payment history.
- (2) If existing Non-Residential Customer's deposit balance is less than the amount of two (2) highest Months' usage as described in 8.(c)(1), Company may require Customer to provide an additional deposit amount so that the balance of Customer's deposit is equal to the amount required under 8.(c)(1).
- (3) Company reserves the right to increase, modify, or reduce any dollar amount and/or forms of deposit if (1) Customer does not meet creditworthiness requirements acceptable to Company and/or (2) if conditions of service or collateral which were originally established have materially changed.
- (4) The deposit will be refunded to Customer if Company later determines that Customer's creditworthiness has become adequate based on the evaluation of creditworthiness described in (c)(1) above. In lieu of a cash deposit, Customer may provide an irrevocable standby letter of credit in a form, and from a financial institution, satisfactory to Company.
- (5) Cash Deposits held more than twelve (12) months shall earn interest from the date of deposit calculated monthly based upon the Federal Funds Effective Rate for the last business day of the month opposite the caption "Federal Funds (Effective)", as set forth in the H.15 (519) Federal Reserve Statistical Release, or any successor publication, published by the Board of Governors of the Federal Reserve System.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

(6) Customer must adhere to the terms and conditions of any and all agreements and service contracts entered into between Company and Customer. Company shall define the terms and conditions for refunding any deposit received hereunder, over a specific period of time, pursuant to such agreement, service contract, or minimum use / minimum payment contract signed and executed by Customer and Company.

9. METER READING AND BILLING

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

10. PAYMENT OF BILLS – RECONNECTION CHARGE

- (a) Bills for service furnished to Customer by Company are issued as net bills and are due when rendered. If any Bill is paid on or before the final date shown on the Bill, the net amount shall be payable. A Bill shall be considered delinquent and the gross amount is due if not paid within seventeen days of the date rendered.
- (b) A Deferred Due Date Plan (“the Plan”) is available to any Residential Customer who receives a social security or pension check.
 - (1) A Customer who is on the Plan and receives two disconnect notices within a twelve (12) month period while on the Plan will be removed from the Plan at Company’s discretion.
- (c) An Equal Payment Plan, allowing for equal monthly payments and an annual true-up, is available to Residential Customers and Small General Service Customers with no current delinquent bills and an established credit record.
- (d) Customer shall notify Company when it desires Electric Service discontinued, and Customer shall pay for said service for a reasonable time after such notice is given, sufficient to enable Company to obtain a final meter reading. This rule shall not apply to any case where a Customer has entered into a contract with Company to take service from Company for a definite period of time specified or provided for in such contract.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

(e) When the service has been disconnected by Company for nonpayment of Bills, or as otherwise provided in these General Terms and Conditions, a reconnection charge as set forth in Appendix D, Other Charges, must be paid by Customer before such service is reconnected. In addition, when Electric Service is reconnected or disconnected after normal working hours at Customer's request, Customer shall be charged an After Hours Charge as set forth in Appendix D, Other Charges.

(f) When a reconnection of service is made for a Customer at the same location and service has been disconnected at Customer's request, a charge as set forth in Appendix D, Other Charges, will be made by Company for such reconnection of service. In addition, when Electric Service is reconnected or disconnected after normal working hours at Customer's request, Customer shall be charged an After Hours Charge as set forth in Appendix D, Other Charges.

11. PAYMENT OF BILLS – CHARGE FOR RETURNED PAYMENTS

A charge may be made to reimburse Company for a part of the cost of processing a payment returned by any financial institution, which charge shall be as set forth in Appendix D, Other Charges.

12. SECONDARY POWER – FACILITIES FURNISHED BY COMPANY – VOLTAGE

Company will furnish the necessary transforming equipment to service Customers billed on Secondary Voltage Rate Schedules. Customers metered at Primary Voltage (2400 volts or higher) will be credited with three percent (3%) of the metered demand and kWh. Company has the option of providing metering to compensate for the losses instead of crediting the metered demand and kWh by three percent (3%).

13. PRIMARY POWER – FACILITIES FURNISHED BY COMPANY – VOLTAGE

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

14. RESERVED FOR FUTURE USE

15. RESERVED FOR FUTURE USE

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

16. METER TESTING

Company will test meters used for billing Customers in accordance with the regulations as currently approved by the Commission. A copy of the Commission's Regulations is available upon request at Company's offices and is also posted at Company's website, www.vectren.com, under the heading of "Corporate" and the subheading of "Regulatory Information".

17. VOLTAGES

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

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

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

18. CURTAILMENT PROCEDURES

In the event Company encounters or anticipates a power supply interruption, fuel shortage, or transmission/distribution emergency, or any other situation that would render Company unable to meet existing and reasonably anticipated demands for Electric Service, which determinations shall be within Company's reasonable discretion, Company shall have the right to implement these Curtailment Procedures to maintain and restore service to the extent possible under the circumstances.

(a) Definitions

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.

(b) Curtailment Initiation - In the event a Curtailment is required in Company's sole judgment, Company shall have the right to curtail Electric Service to its Customers. Such Curtailment shall be effective as of the date and time specified by Company. Company shall implement its Capacity and Energy Emergency Plans to maintain and restore service to the extent possible under the circumstances. When necessary in the sole opinion of Company and to the extent possible, Electric 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.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

(c) Curtailment Notification

If advance notification is possible, Company shall provide notification of Curtailment in the most effective manner possible and with as much advance notice as reasonably possible, considering the circumstances and the number of Customers to be notified.

(d) Lifting of Curtailment

Service shall be restored to Customers pursuant to Company's Capacity and Energy Emergency Plans.

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

19. FACILITIES EXTENSIONS/MODIFICATIONS

(a) Determination of Customer deposits hereunder, and conditions of refund of same, shall be separate and distinct from determination of required deposits under Rule 8.

(b) As used in this Rule 19, "extensions" shall refer to extension or modification of Company facilities required in order to provide electric service as requested by Customer(s) or prospective Customer(s).

(c) Upon request for Electric Service by initial applicants (a Customer, prospective Customer or a group of prospective Customers located in the same area), Company will extend or modify, without charge, its facilities including wires, poles, transformers and other equipment necessary to provide the service, provided:

(1) that Company's estimate of its Fixed Cost Revenue from such Electric Service(s) provided to initial applicant(s) for a period of three (3) years is equivalent to or in excess of Company's estimate of the cost of providing such facilities; and

(2) the prospective patronage or demand is of such permanency as to warrant the capital expenditure involved.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

- (d) If the cost of the facilities necessary to provide the Electric Service requested by initial applicant(s) exceeds the total estimated Fixed Cost Revenue from such extension as provided in (c) above, Company shall make such extension under the following conditions:
- (1) Upon adequate provision for payment to Company by initial applicant(s) of that part of the estimated cost in excess of the without-charge limit as provided in (c) above (a facilities extension deposit); or
 - (2) If in the opinion of Company (a) the estimated cost of such extension and the prospective revenue to be received from it is so meager or speculative as to make it doubtful whether the Fixed Cost Revenue from the extension would ever pay a fair return on the investment involved in such extension, or (b) in a case of real estate development, with slight or no immediate demand for service, or (c) in the case of an installation requiring extensive equipment with slight or irregular service, or (d) the estimated cost of the extension otherwise places Company and/or other customers at risk of recovering the costs associated with the investment; then in any of the above cases Company may require, in advance of materials procurement or construction, a deposit or adequate provision of payment from the initial applicant(s) in the amount of the total estimated cost of construction and other improvements.
 - (3) Deposits held may be returned to initial non-residential applicant(s) based on the amount of Fixed Cost Revenue received by Company, for a period of three (3) years and up to the amount of the original deposit, in at least annual installments.
 - (4) Initial applicant(s) may, at its (their) option, submit, or require Company to submit, to the Commission the terms of service and deposit determined by Company under (d)(1) or (d)(2) for review and determination as to the reasonableness of said terms.
 - (5) For each new Customer, exclusive of the initial applicant(s) considered in the making of an extension, connected to such an extension within the period of six (6) years from the completion of such extension, Company shall refund to such initial applicant(s), in proportion to their respective contribution(s) toward the cost of such extension, an amount equal to three (3) times the estimated annual Fixed Cost Revenue from such new Customer(s), less the cost to serve such new Customer(s), but the total of all refunds to any such initial applicant(s) shall in no event exceed the individual contribution of such applicant, and the total of all refunds to all initial applicant(s) in aggregate shall in no event exceed the total aggregate deposit of all initial applicant(s). Such estimated Fixed Cost Revenue from new Customer(s) shall also be subject to the provisions of (d)(2) above.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ELECTRIC SERVICE

(Continued)

- (6) In the event that the initial applicant(s) is (are) required by (d) above to make any deposit, Company shall upon request make available to the initial applicant(s):
- (a) the information used to establish the basis for the applicable deposit amount; and
 - (b) the information used to establish the basis for the estimated total Fixed Cost Revenue for a period of three (3) years to be realized by Company from permanent and continuing Customers on such extension.
- (e) Company shall not be required to make extension as provided in this Rule 19 unless Customer(s) to be initially served by such extension upon its installation has (have) entered into an agreement with Company setting forth the obligations and commitments of the parties, which may require Customer to provide a satisfactory deposit or adequate provision of payment to Company of the performance of Customer's (or Customers') obligations thereunder.
- (f) Company reserves the right, with respect to Customers whose establishments are remote from Company's existing suitable facilities, whose potential load qualifies for Rider ED or Rider AD, or other economic development rider as may be applicable and in Company's tariff, or whose load characteristics or load dispersal require unusual investments by Company in service facilities, to make special agreements as to duration of contract, reasonable guarantee of revenues, or other service conditions.

Effective: May 3, 2011

AFFILIATE AND COST ALLOCATION GUIDELINES

A.1 AFFILIATE GUIDELINES

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

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

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

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

A.2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Effective: May 3, 2011

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

A.3. GENERAL AFFILIATE GUIDELINES

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

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

A.4. SPECIFIC AFFILIATE GUIDELINES

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

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

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

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

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

Effective: May 3, 2011

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

A.5. PROCEDURES FOR FILING AFFILIATE CONTRACTS

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

A.6. ANNUAL INFORMATIONAL FILING

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

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

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

Effective: May 3, 2011

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

B.1. COST ALLOCATION GUIDELINES

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

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

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

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

B.2. DEFINITIONS

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

B.3. GUIDELINES

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

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

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

B.4. AUDIT REQUIREMENTS

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

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

B.5. CUSTOMER CALL HANDLING PROCESS

Outline of Customer Call Handling Guidelines and Infrastructure

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

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

AFFILIATE AND COST ALLOCATION GUIDELINES

(Continued)

B.6. CUSTOMER CALL HANDLING SCRIPT

For Inquiries Regarding Non-Regulated Energy Services

Mr./Ms. Customer,

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

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

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

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

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

IMAGE UNAVAILABLE

IMAGE UNAVAILABLE