# SCHEDULE OF RATES, CLASSIFICATIONS RULES AND REGULATIONS

# FOR

# GAS SERVICE

# OF

# DUKE ENERGY OHIO

**P.U.C.O. NO. 18**
**This Tariff cancels and supersedes P.U.C.O. No. 15**

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Filed pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

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Filed pursuant to an Order dated August 21, 2024, in Case No. 24-318-GA-UEX before the Public Utilities Commission of Ohio.

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|---|---|
| **Division No. 1 (Cincinnati)** | |
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| Amberley Village | 33 |
| Anderson Twp. | |
| Arlington Heights | 03 |
| Blue Ash | 30 |
| Cheviot | 04 |
| Cincinnati | 01 |
| Clermont County | 96 |
| Cleves | 18 |
| Colerain Twp. | |
| Columbia Township | 55 |
| Crosby Twp. | |
| Deer Park | 05 |
| Delhi Township | 70 |
| Elmwood Place | 06 |
| Evendale | 40 |
| Fairfax | 41 |
| Forest Park | 20 |
| Glendale | 07 |
| Golf Manor | 38 |
| Green Township | 71 |
| Greenhills | 36 |
| Hamilton County | 91 |
| Indian Hill | 34 |
| Lincoln Heights | 37 |
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| Montgomery | 24 |
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| Newtown | 42 |
| North Bend | 26 |
| North College Hill | 11 |
| Norwood | 02 |
| Reading | 12 |
| Ross Twp. | |
| St. Bernard | 13 |
| Sharonville | 14 |
| Silverton | 15 |
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| Springfield Township | 73 |
| Sycamore Township | 74 |
| Symmes Twp. | |
| Woodlawn | 35 |
| Wyoming | 16 |
| **Division No. 2 (Middletown)** | |
| Butler County | 97 |
| Carlisle | 54 |
| Chautauqua | |
| Clear Creek Twp. | |
| Deerfield Twp. | |
| Franklin | 03 |
| Franklin Twp. | |
| Harlan Twp. | |
| Lebanon | 51 |
| Lemon Twp. | |
| Liberty Twp. | |
| Madison Twp. | |
| Maineville | |
| Mason | 06 |
| Miami Twp (Montgomery Co.) | |
| Middletown | 42 |
| Monroe | 40 |
| Montgomery Cty | 94 |
| New Miami | |
| Springboro | 45 |
| St. Clair Twp. | |
| Trenton | 52 |
| Turtle Creek Twp. | |
| Union Twp. (Warren Co.) | |
| Warren County | 92 |
| West Chester | |
| **Division No. 3 (Batavia)** | |
| Aberdeen | 66 |
| Adams County | 90 |
| Batavia | 78 |
| Batavia Twp. | |
| Bentonville | |
| Bethel | 71 |
| Blanchester | 63 |
| Brown County | 98 |
| Clermont County | 96 |
| Clinton County | 95 |
| Columbia Township | 55 |
| Georgetown | 87 |
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| Ohio Twp. | |
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| Warren County | 92 |
| West Union (Adams Co.) | |
| Williamsburg | 73 |
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| Union Twp. (Clermont Co.) | |

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

| Division and Town Names<br>Division No. 4 (Oxford) | Town No. |
|---|---|
| Butler County | 97 |
| **Division No. 5 (Fairfield)** | |
| Butler County | 97 |
| Fairifield | 09 |
| Fairfield Twp | |
| Hamilton | 03 |
| Hamilton County | 91 |
| Hanover Twp | |
| Millville | 08 |
| New Miami | 01 |
| Seven Mile | 02 |
| Union Twp. (Butler Co.) | |
| Warren County | 92 |

| Division No. 6 (Harrison) | Town No. |
|---|---|
| Hamilton County | 91 |
| Harrison | 01 |
| Harrison Twp | |
| **Division No. 7 (Loveland)** | |
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| Hamilton County | 91 |
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| Loveland (Hamilton County) | 09 |
| Mason | 06 |
| Morrow | 07 |
| South Lebanon | 05 |
| Warren County | 02 |

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

# GAS SERVICE REGULATIONS

## SECTION I - SERVICE AGREEMENTS

### 1. Minimum Service Standards

Duke Energy Ohio shall comply with the minimum gas service standards for natural gas companies as set forth in Chapter 4901:1-13 of the Ohio Administrative Code, a copy of which may be viewed on the Public Utilities Commission of Ohio's Web site at www.puco.ohio.gov, or obtained from the Public Utilities Commission of Ohio upon request. Where the Public Utilities Commission of Ohio has granted a waiver to Duke Energy Ohio for any provision of the minimum gas service standards, Duke Energy Ohio shall comply with the terms of any Order granting such waiver.

### 2. Application for Service

When a customer desires gas service, application shall be made to the Company specifying the date service is desired and the place where service is to be furnished. An oral application may be accepted by the Company although a written application or agreement may be required at the option of the Company at the time of application or at any later time.

### 3. Customer's Right to Cancel or Suspend Service

A customer may terminate gas service by giving the Company reasonable notice, but not less than three (3) business days prior to termination. The Company will accept such notice as a cancellation of service, except as may be provided in a signed service agreement, rate schedules, or elsewhere in these GAS SERVICE REGULATIONS.

### 4. Company's Right to Refuse or to Disconnect Service.

The Company, in addition to all other legal remedies, may terminate the service agreement and refuse or discontinue service to an applicant, consumer, or customer, for any of the following reasons:

(a) Upon the request of the customer for temporary disconnection of service for maintenance or other reasons. A residential customer residing in a single family home should contact the Company approximately four (4) hours in advance of the time of requested disconnection. All other residential and non-residential customers shall contact the Company at least three (3) business days in advance of the date of requested disconnection;

(b) When the customer has moved from the premises, neglected to request disconnection of service and an investigation by the Company indicates that service is no longer required;

(c) When continued service would jeopardize the life or property of the customer, the Company, or the public, service may be disconnected without notice to the customer;

(d) When supplying gas to any consumer or customer creates a dangerous condition on the consumer's or customer's premises or where, because of conditions beyond the consumer's or

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

4. **Company's Right to Refuse or to Disconnect Service (cont'd)**

customer's premises, termination of the supply of gas is reasonably necessary. Service will not be restored until such dangerous condition or conditions have been corrected;

(e) When providing service is in conflict or incompatible with any laws, regulations or orders of the Public Utilities Commission of Ohio, the State of Ohio or any political subdivision thereof, or of the Federal Government or any of its agencies;

(f) When a customer or applicant refuses to provide reasonable access to the premises or ignores repeated requests for access as set forth in Section II, Paragraph 9, Access to Premises;

(g) When in the sole opinion of the Company, the customer uses gas in a manner which interferes with the gas service provided to other customers;

(h) For a violation of or refusal to comply with these GAS SERVICE REGULATIONS as filed with the Public Utilities Commission of Ohio, Company publications relating to gas service, and/or special agreements or contracts between the customer and the Company;

(i) Nonpayment of bills when due, for non-residential customers.

For disconnection of service to small commercial customers for nonpayment, the Company shall follow the procedures as set forth in Ohio Administrative Code, Rule 4901:1-13-08.

For the disconnection of service to residential customer for nonpayment of bills, the Company will follow the procedures as set forth in Section VI Paragraph 1, Disconnection For Nonpayment: Residential Customers, of these GAS SERVICE REGULATIONS; and

(j) In the event the consumer or customer resorts to theft or any fraudulent representation or practice in the obtaining of gas supplied, or is the beneficiary of any such fraudulent representation or practice, or the Company's meter, metering equipment, or other property used to supply the service has been damaged or tampered with by the consumer or customer, his servants or agents.

Service will not be restored until the consumer or customer has given satisfactory assurance that such theft, fraudulent or damaging practice has been discontinued, and has paid to the Company an amount estimated by the Company to be reasonable compensation for service stolen or fraudulently obtained and not paid for, and for any damage to property of the Company including any cost to repair the damage.

The Company shall follow the procedures as set forth in Rule 4901:1-13-09 of the Ohio Administrative code prior to termination of service.

Failure of the Company to exercise any of its rights for the above reasons does not affect its right to resort thereafter to any such remedies for the same or any future default or breach by the customer. Refusal of or disconnection of service is not an exclusive remedy. The Company may exercise any other appropriate remedy provided by law including civil suit and/or criminal prosecution.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

5. **Change of Address of the Customer**

When a customer's address changes, the customer must give notice thereof to the Company prior to the date of change. The customer is responsible for all service supplied to the vacated premise until such notice has been received and the Company has had a reasonable time, but not less than three (3) business days, to discontinue service.

If the customer moves to an address at which the customer requires gas service for any purpose specified in the service agreement, and at which address the Company has such service available under the same rate schedule, the notice is considered as the customer's request that the Company transfer such service to the new address. If the Company does not have such service available at the new address, the old service agreement is considered cancelled. If the Company does have service available at the new address to which a different rate schedule applies, a new service agreement, including the applicable rate schedule, is offered to the customer. The Company shall transfer service within a reasonable time after receipt of notice.

6. **Successors and Assigns**

The benefits and obligations of the application for service shall inure to and be binding upon the successors and assigns, survivors and executors or administrators, as the case may be, of the original parties thereto, for the full term thereof, to the extent permitted by applicable law, provided that no assignment hereof shall be made by the customer without first obtaining the Company's written consent.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

## SECTION II - SUPPLYING AND TAKING OF SERVICE

### 1. Character of Service

The Company by its present franchise requirements has agreed to furnish gas of the kind and quality from which its supply is procured. Said gas may be supplemented with other gases provided their quality is equivalent to the gas supplied by the Company's suppliers.

### 2. Supplying Service

Service is supplied under and pursuant to these GAS SERVICE REGULATIONS and any modifications or additions thereto lawfully made and approved by the Public Utilities Commission of Ohio. Nothing contained in the Company's tariffs shall relieve the Company of its duties and obligations under all applicable Federal and State gas pipeline safety laws and regulations.

Service is supplied under a given rate schedule at such points of delivery as are adjacent to the Company facilities which are, in the Company's judgment, adequate and suitable as to capacity and pressure, to supply such service; otherwise, special agreements between the customer and the Company may be required. Should the gas requirements of the customer change, as to capacity or use, the Company may require that the service be supplied from a different facility if the original facility is or becomes inadequate and unsuitable for its intended purpose. If special agreements between the customer and the Company are required, gas service will not be supplied until the agreements are executed by the customer and the Company.

The availability of service under this Tariff, P.U.C.O. Gas No. 18, to customers who have elected to relieve the Company of its obligation to provide commodity service under the Company's regulated GCR system supply shall be subject to the rules, regulations, and orders of the Public Utilities Commission of Ohio, including, without limitations, those contained within Case No. 85-800-GA-UNC, as may be modified from time to time.

Service will not be supplied to any premises if, at the time of application for service, the applicant is indebted to Company for service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Unpaid balances of previously rendered Final Bills may be transferred and included on the initial or subsequent bill for a like service account. Such transferred Final Bills, if unpaid, will be a part of the past due balance of the transferee account and subject to the Company's collection and disconnection procedures which are governed by Chapter 4901:1-18 of the Ohio Administrative Code. The transfer of final bills is limited to like service, i.e., residential to residential, commercial to commercial, gas to gas, electric to electric, and combination to combination. The unpaid balances for electric and gas service in a combination account shall remain separate. The transfer of unpaid balances from a combination account to a transferee combination account is limited to like service, i.e., electric to electric and gas to gas. Any transfer of gas, electric or combination accounts shall not affect the residential customer's right to elect and maintain an extended payment plan for gas, electric or combination service under Rule 4901:1-18-09 of the Ohio Administrative Code.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**SECTION II - SUPPLY AND TAKING OF SERVICE (Contd.)**

Commercial and industrial service will not be supplied or continued to any premises if, at the time of application for service, the applicant is merely acting as an agent of a present or former customer who is indebted to the Company for service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Commercial or industrial service will not be supplied or continued to any premises where the applicant is a partnership, corporation or limited liability company whose general partner, controlling stockholder or controlling member is a present or former customer who is indebted to the Company for service previously supplied at the same or other premises until payment of such indebtedness shall have been made.

3. **Information Relative to Service**

Information relative to the installation or relocation of service piping at a given location must be obtained from the Company. This information should be requested well in advance of the time of construction of the project to allow the necessary time required to determine the exact engineering details for the individual customer installation. Such information will be confirmed in writing if requested by the customer.

In any instance where the Company determines that a customer must sign a construction, maintenance, or special equipment agreement, or any other written agreement in order to provide for the ongoing and overall service of the customer's gas requirements, all such agreements must be fully executed and received by the Company prior to supplying gas to the customer's system. The providing of gas on a temporary basis has no effect on the above requirements relating to permanent service.

The Company shall comply with the installation requirements of Rule 4901:1-13-05 of the Ohio Administrative Code.

4. **Continuity of Service**

The Company will make reasonable provisions to supply satisfactory and continuous gas service, but does not guarantee a constant or uninterrupted supply of gas and shall not be liable for any damage or claim of damage attributable to any interruption of service caused by accident or casualty, extraordinary action of the elements, action of any governmental authority, litigation, deficiency of supply or by any cause which the Company could not have reasonably foreseen and made provision against.

5. **Suspension of Service for Repairs and Changes**

When necessary to make repairs to or changes in the Company's plant, transmission or distribution system, or other property, the Company may, without incurring any liability therefor, suspend service for such periods as may be reasonably necessary and in such manner as not to inconvenience the customer unnecessarily. Customers will be given notice prior to any scheduled maintenance interruption in excess of six (6) hours duration.

**SECTION II - SUPPLY AND TAKING OF SERVICE (Contd.)**

6. **Use of Service**

Service is supplied directly to the customer through the Company's own meter and is to be used by customer only for the purposes specified in and in accordance with the provisions of the applicable rate schedule and these regulations and any service agreement. Except as provided under Company Rider NGV, service is for the customer's use only and under no circumstances may the customer or the customer's agent or any other individual, association or corporation install meters for the purpose of reselling or otherwise disposing of service supplied by the Company. The customer may install tab meters for the purposes of measuring consumption.

The customer will not install pipes under a street, alley, lane, court or avenue or other public space in order to obtain service for adjacent property through one meter even though such adjacent property is owned by the customer, without the prior written approval of the Company.

In case of unauthorized sale, use, extension or other disposition of service, the Company may discontinue the supplying of service to the customer until such unauthorized act is discontinued and full payment is made for all service supplied or used, billed on the proper classification and rate schedule, and reimbursement in full made to the Company for all extra expenses incurred, including expenses for clerical work, testing, and inspections. Failure of the Company to exercise its right to discontinue the supplying of service in the above situations does not affect its right to resort thereafter to such remedy for the same or any future default or breach by the customer. The Company shall follow the procedures provided in Rule 4901:1-13-09 of the Ohio Administrative Code concerning the disconnection of service for fraudulent practice, tampering, and theft of gas.

7. **Customer's and Company's Responsibility**

The Company assumes responsibility for the initial installation of the curb-to-meter service, including the riser. The customer assumes responsibility for activities by the customer and customer's agents which cause damage to the Company's equipment, the curb-to-meter service or the riser, and for appliances and apparatus used in conjunction with the customer's piping. The Company assumes responsibility for the repair, replacement and maintenance of the curb-to-meter service, including the riser.

8. **Right-of-Way**

The customer, without reimbursement, shall furnish all necessary rights of way upon or across property owned or controlled by the customer for any and all of the Company's facilities that are necessary or incidental to the supplying of service to the customer, or to continue service to the customer.

The customer, without reimbursement, will make or procure conveyance to the Company, all necessary rights of way upon or across property owned or controlled by the customer along dedicated streets and roads, satisfactory to the Company, for the Company's lines or extensions thereof necessary or maintenance incidental to the supplying of service to customers beyond the customer's property, in the form of Grant or instrument customarily used by the Company for these facilities.

**SECTION II - SUPPLY AND TAKING OF SERVICE (Contd.)**

Where the Company seeks access to the customer's property not along dedicated streets and roads for the purpose of supplying or maintaining service to customers beyond the customer's property, the Company will endeavor to negotiate such right of way through an agreement that is acceptable to both the Company and the customer, including with compensation to the customer. Notwithstanding the foregoing, the Company and its customers maintain all their rights under the law with respect to the Company acquiring necessary rights of way in the provision of service to its customers.

9. **Access to Premises**

The properly authorized agents of the Company shall at all reasonable hours have the right and privilege to enter the premises of the customer for the purpose of reading meters, testing or inspecting the customer's installation and examining, repairing, replacing, removing, or disconnecting the Company's meters, the curb-to-meter service, or for removing or disconnecting any or all of the Company's equipment, or other Company property, and for all other purposes incident to the supplying of service, and for such purposes the customer authorizes and requests his landlord, if any, to permit such access to the premises. Reasonable hours of access are the daylight hours except for emergencies, where requested by the customer, or with the customer's consent and except for disconnection for nonpayment of bills which hours of access are subject to the provisions under Section VI Paragraph 1, Disconnection for Nonpayment: Residential Customers, of these GAS SERVICE REGULATIONS.

Upon request, the Company's authorized agent shall identify himself/herself, provide Company photo identification, and state the reason for the visit.

If, after the Company has made reasonable efforts to obtain access to the premises for the purpose described above, the customer fails to grant the Company access, the customer denying access shall be deemed in violation of these GAS SERVICE REGULATIONS pursuant to Section I Paragraph 3 herein, Company's Right to Refuse or to Disconnect Service.

If judicial redress against the customer or landlord is necessary to secure access to the premises for the purposes described above, the Company may collect from the customer or the landlord a charge covering the Company's expenses in securing access, including but not limited to court costs and attorney's fees. This charge may be added to any account of the customer or the landlord and shall be due with the current charges on that account.

## SECTION III - CUSTOMER'S AND COMPANY'S INSTALLATIONS

### 1. Nature and Use of Installation

All piping and equipment furnished by the customer on the customer's side of the point of delivery, on the premises or connecting the premises with the Company's meter, shall be suitable for the purposes thereof, and shall be installed, maintained, repaired and replaced by the customer at all times in conformity with the safety requirements of the accredited agency having jurisdiction and with the rules and regulations of the Company.

The piping and fittings for the distribution of gas after it has passed the meter, may be installed by any competent gas fitter employed by the customer or proprietor of the premises, subject, however, to the inspection, test and approval of the accredited agency having jurisdiction. The Company shall comply with Rule 4901:1-13-05 of the Ohio Administrative Code with respect to testing gas piping downstream of the meter.

An application for inspection and test must be made to the accredited agency having jurisdiction when the piping work has been completed.

All piping shall be installed in accordance with applicable building codes and the rules and regulations of the Company.

### 2. Installation of Meters

Gas will be measured by a meter or meters to be installed by the Company upon the customer's premises at an agreed upon point convenient for the Company's service. Meters for new single-family residences are to be located outside the residence.

### 3. Installation, Repair and Replacement of Lines

Except as otherwise provided in these GAS SERVICE REGULATIONS, in service agreements or rate schedules, the Company will install up to 250 feet of curb-to-meter service and maintain the entire curb-to-meter service and equipment, including risers, meters and service regulators on its side of the point of delivery (outlet side of the meter), without cost to the customer. The customer will be charged the actual cost for the initial installation for any length over the 250 feet, but the Company will maintain the entire curb-to-meter service and equipment, including risers, meters and service regulators on its side of the point of delivery (outlet of the meter), without cost to the customer. Only the Company's agents are authorized to connect the Company's service to the customer's service.

At a residential customer's request, the Company will install an excess flow valve on a service line that, as of February 12, 2010, is not new or entirely replaced and located at a single family residence.

At the customer's request, the Company will install an excess flow valve on a service line that, as of April 14, 2017, is not new or entirely replaced and located at any one of the following:

a. Branched service lines to a single family residence installed concurrently with the primary single family residence service line;
b. Branched service line to a single family residence installed off a previously installed single family residence service line that does not contain an excess flow valve;
c. Multi-family installation, including but not limited to duplexes, triplexes, and other small multifamily buildings with known customer loads at time of service installation up to, but not exceeding, 1,000 SCFH per service; and
d. Single, small commercial customer served by a single service line with a known customer load at time of service installation of up to, but not exceeding, 1,000 SCFH per service.

Any residential customer or customer requesting installation of an excess flow valve shall be solely responsible for the actual costs of the installation and is required to pay a deposit of fifty percent of the estimated cost of installation of an excess flow valve prior to the commencement of the installation. The balance of the actual cost of installation must be paid by the residential customer or customer upon completion of all work related to the installation.

The Company and Customer shall mutually agree upon the timing of the installation of an excess flow valve as described herein, taking into consideration any necessary permitting that may be required by local authorities.

Company is not required to install an excess flow valve is one or more of the following conditions is present:

a. The service line does not operate at a pressure of 10 psig or greater throughout the year;
b. Company has prior experience with contaminants in the gas stream that could interfere with the excess flow valve's operation or cause loss of service to a customer;
c. The excess flow valve could interfere with necessary maintenance and operation activities; or,
d. An excess flow valve meeting applicable performance standards is not commercially available.

All meters and equipment furnished by and at the expense of the Company, which may at any time be on said premises, shall, unless otherwise expressly provided herein, be and remain the property of the Company, and the customer shall protect such property from loss or damage. No one except an agent of the Company shall be permitted to remove or handle same.

**SECTION III - CUSTOMER'S AND COMPANY'S INSTALLATIONS (Contd.)**

**3. Installation, Repair and Replacement of Lines (cont'd)**

The point of delivery will be located at the outlet side of the meter. For all applicants for new gas service or for existing customers the portion of the gas service pipe extending to the outlet of the meter connection will be installed by the Company at its prevailing prices. The service piping and equipment from the Company's gas main to the outlet of the meter connection shall be installed, maintained, repaired and replaced at the expense of the Company regardless of whether it was originally installed at the Company's expense. The service pipe will end at the outlet of the meter connection. If it should be necessary to extend the service pipe beyond the point of entry, such extension shall be encased.

Only one gas service will be installed into any individual dwelling, building or building units, unless the units are sectionalized by acceptable fire separation in accordance with applicable fire safety codes and the Company's engineering standards, regardless of the number of customers to be served therein.

The customer's gas service line shall be as short as practicable, but not limited to a specific length. The proposed size, length, and direction of the gas service pipe and proposed meter location shall be subject to the Company's approval.

No connection or work of any kind shall be done on a gas main or the Company's piping by anyone who is not an authorized representative of the Company, except that the customer's agent may, at the Company's option, be designated as an authorized representative of the Company upon request.

When repairs on, or replacement of, the service piping or equipment, including the meter, is required such work will be done at the Company's expense. When relocation of service piping or equipment, including the meter, is required by the customer, such work shall be done by the Company and the Company's actual cost to perform such relocation shall be borne by the customer.

The cost of the inspections and test of the customer's piping installed by the customer or the customer's agent will be borne by the customer.

4. **Change in Installations**

As the Company's facilities used in supplying service to the customer have a limited capacity, the customer must give reasonable advance notice to the Company and obtain the Company's consent before making any material changes or increases in the customer's installation. After receipt of such notice, the Company will give its written approval of the proposed change or increase, or it will inform the customer of the prerequisites to receipt of service for such change or increase.

The customer shall be solely responsible for all damages sustained by the Company or any person due to the customer's failure to give reasonable advance notice to the Company of such changes in the customer's installation.

Duke Energy Ohio
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## SECTION IV - METERING

### 1. Meter Tests

The Company, for the mutual protection of the customer and the Company, will make periodic tests of the meter, including automatic meter reading equipment, used in measuring gas furnished to the customer, and will test a meter upon the written request of a customer. The meter will be tested and, if found inaccurate, restored to an accurate condition or a new meter will be substituted. Any meter tested and found to be registering not more than three percent (3%) fast or slow will be considered to be correct and accurate.

If a test of any meter is made at the request of a customer, with the result that such meter is found to be correct and accurate as defined above, the Company may charge the customer the expense of such test. However, for the first such meter test in any twelve month period, the Company will not charge the customer.

### 2. Basis for Bill Adjustment

The Company will refund any overcharges if the meter is found to be registering more than three percent (3%) fast and the customer may be billed and will pay the undercharges if the meter is found to be registering more than three percent (3%) slow.

When a period of meter inaccuracy is discernible upon a review of the account history, or if a meter is found to register partially, or not at all, for any period, the overcharge or undercharge may be computed on the basis of a customer's metered consumption prior and/or subsequent to such period in accordance with the rates in effect during the period.

When a period of meter inaccuracy is unknown, the overcharge or undercharge will be determined on the basis of the meter test for the period since the customer's "on" date, the installation date of the inaccurate meter, or for residential customers a period of 365 days prior to the date the inaccuracy is corrected, whichever is less. However, the 365 day restriction for residential customers shall not apply in cases of meter tampering, theft of utility services, or where a physical act of a customer or its agent causes inaccurate or no recording of the gas meter reading, or inaccurate or no measurement of the gas service rendered.

The Company shall comply with the requirements of Section 4933.28 of the Ohio Revised Code when billing residential customers for previously undercharged usage, and shall comply with the requirements of Rule 4901:1-13-04 (G) of the Ohio Administrative Code when billing small commercial customers for such usage.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

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## SECTION V - BILLING AND PAYMENT

### 1. Billing Periods - Time and Place for Payment of Bills

Bills ordinarily are rendered regularly at monthly intervals. Non-receipt of bills by the customer does not release, or diminish, the obligation of the customer with respect to payment thereof. The Company may render bills by ordinary mail, electronically, or by other reasonable means.

The word "month" as it pertains to the supplying of service shall mean the period of approximately thirty (30) days between meter readings, as fixed and made by the Company. Meters are ordinarily read monthly, however, meters may be read more, or less, frequently in such instances as when special readings are required, at the customer's request, or when the Company has been unable to obtain readings. If the Company has been unable to obtain a meter reading for a period of twelve (12) consecutive months, the Company may, at its option and after following its approved meter access plan, disconnect service to the premises in accordance with Section I Paragraph 3, Company's Right to Refuse or to Disconnect Service, of these GAS SERVICE REGULATIONS. The Company shall have the right to establish billing districts for the purpose of reading meters and rendering bills to customers at various dates. A change or revision of any rate schedule shall be applicable to all bills on which the monthly meter reading was taken on or after the effective date of such change or revision, except as otherwise ordered by the Public Utilities Commission of Ohio.

Where the Company is unable to obtain a meter reading, an estimated reading, so identified, will be used to calculate an estimated bill amount to permit normal monthly payment.

When the Company is requested by the customer to terminate service, or when the Company discovers a customer has terminated service by moving from the premises served, or when the Company disconnects service due to nonpayment of the account or for other reasons, the Company will render a final bill addressed to the customer's forwarding address, if known, or to the last known address, for the entire balance of the account, including a bill calculation from the last reading date to the requested final bill date. The calculation shall be based on an actual meter reading if the meter has not been read within the immediately preceding seventy days of service and access to the meter is provided, If the meter has been read within the immediately preceding seventy days of service, the Company shall inform the customer, when the customer contacts the Company, of the option to have an actual meter read, at no charge to the customer. Unpaid balances of previously rendered final bills may be transferred, subject to Sheet No. 21.3, page 1, Section 2, Paragraph 4, to another account for which the customer is responsible and included on initial or subsequent bills.

When the customer begins use of service, an initial bill is normally rendered for the period from the initial date of service to the first regular meter reading date for the billing district in which the premises is located, this period normally being less than one month, except that the bill is not rendered if the period is less than ten (10) days. However, customer’s usage for that unbilled period will be included, and billed, in the next month’s bill. The Company may estimate the reading for the initial date of service. However, upon customer request, the Company will attempt to obtain an actual reading for the initial date of service or allow the customer to provide the initial meter read. If the meter has been read within the immediately preceding seventy days of service, the Company shall inform the customer, when the customer contacts the Company, of the option to have an actual meter read, at no charge to the customer.

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Issued: November 1, 2023 Effective: November 1, 2023

Issued by Amy B. Spiller, President

1. **Billing Periods - Time and Place for Payment of Bills (cont'd)**

All of the Company's rate schedules are established on a monthly basis which would include monthly billing periods in accordance with the Company's meter reading schedule. A normal meter reading period consists of the number of days between scheduled reads, that is, between twenty-seven (27) and thirty-five (35) days, plus or minus three (3) working days. Where billing amounts reflect a period of more than one (1) month, those amounts shall be prorated based on the normal scheduled meter reading dates and divided into increments of one (1) month, or less. If the increments represents less than one (1) month, the appropriate billing components will be billed as a prorated portion of the period defined by the normal scheduled meter reading dates.

Bills are due on the date indicated thereon as being the last day for payment of the net amount, and the due date shall not be less than twenty-one (21) days after the mailing of the bill. Bills are payable only at the Company's offices or authorized agencies for collection. If a partial payment is made, the amount will be applied to items of indebtedness in the same order as they have accrued, starting with regulated charges followed by the unregulated charges.

2. **Selection of Rate Schedule**

When a prospective customer makes application for service, the Company will, upon request, assist in the selection of the Rate Schedule most favorable to the customer for the service requested. The selection will be based on the prospective customer's statement as to the class of service desired, the amount and manner of use, and any other pertinent information.

A customer being billed under one of two or more optional rate schedules applicable to the customer's class of service may elect to be billed on any other applicable rate schedule by notifying the Company in writing, and the Company will bill the customer under such elected schedule from and after the date of the next meter reading. However, a customer having made such a change of rate schedule may not make another such change within the next twelve months, or as otherwise provided elsewhere in the applicable rate schedules.

3. **Temporary Discontinuance of Service**

If any residential customer notifies the Company in writing to discontinue service, the Company will make no minimum charge for any full meter reading period during the period of discontinuance; provided however, that the Company may charge and collect the reconnection charge specified on Sheet No. 82 of this Tariff prior to reconnecting a service which was discontinued at the customer's request within the preceding twelve months.

4. **Availability of Budget Billing**

The Company has available to its customers a "Budget Billing Plan" which minimizes billing amount fluctuations. The Company may exercise discretion as to the availability of such a plan to a customer based on reasonable criteria, including but not limited to:

(a) Customer's recent payment history; and
(b) Customer's payment performance in respect to any prior arrangements or payment plans.

**SECTION V - BILLING AND PAYMENT (cont'd.)**

5. **Bill Adjustment**

The Company shall comply with the provisions of Rule 4901:1-13-04 (G) of the Ohio Administrative Code with respect to billing adjustments to correct inaccurate billing to residential and small commercial customers as a result of a meter or metering inaccuracy or other continuing problem under the Company's control.

6. **Customer Billing Information**

The Company will provide without charge up to 25 months of customer-specific billing information to the customer upon his or her oral request or to the customer's authorized agent upon the customer's written authorization. Additional billing information will be provided without charge as necessary to resolve a billing dispute. Otherwise, the Company's actual costs incurred in providing more than 25 months of customer-specific billing information will be billed to the customer or to the customer's authorized agent. Such charge may be waived for a good cause shown on a nondiscriminatory basis.

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## SECTION VI - DISCONNECTION FOR NONPAYMENT AND DEPOSIT PROVISIONS

1. **Disconnection for Nonpayment: Residential Customers**

The Company will comply with the provisions of the disconnection rules and procedures set forth in Ohio Administrative Code Section 4901:1-18 as amended, which section is incorporated herein by reference. Copies of the rule shall be made available for inspection upon the request of any customer or applicant for service and are available at https://codes.ohio.gov/ohio-administrative-code/chapter-4901:1-1

2. **Disconnection for Nonpayment: Non-Residential Customers**

An account will be considered delinquent and be subject to the Company's disconnection procedures for non-payment if any bill remains unpaid after the due date.

The Company will mail or otherwise give notice of impending disconnection for non-payment to the customer prior to disconnection.

For small commercial customers the Company will comply with the provisions of the disconnection rules set forth in Rule 4901:1-13-08 of the Ohio Administrative Code as amended.

3. **Reconnection of Service**

Reconnection of service that has been disconnected for nonpayment shall be made pursuant to the following provisions:

(a) Upon payment or proof of payment, including any reconnection charge, for service that was previously disconnected, reinstatement of service shall be made by the close of the following regular Company working day.

(b) If service is disconnected and the customer wishes to guarantee the reinstatement of service the same day on which payment is rendered, the customer must make payment in the Company's business office, or provide proof of payment, and notify the Company before 12:30 p.m. that reinstatement of service is requested the same day.

(c) If a guarantor is required in order to re-establish service, the guarantor must sign an acknowledgment of willingness to accept the responsibility for payment of the customer's bill in case of the customer's default.

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Issued by Amy B. Spiller, President

4. **Charge for Reconnection of Service**

The Company may charge and collect in advance the dollar amount specified on Tariff Sheet "Charge for Reconnection of Service," Sheet No. 82, for reconnecting a customer's service after service is disconnected because of nonpayment of the bill when due or when service is discontinued because of unauthorized or fraudulent use, tampering with Company equipment, or denial of access to the premises as set out in Section II Paragraph 9, Access to Premises, of these GAS SERVICE REGULATIONS.

**SECTION VI - DISCONNECTION FOR NONPAYMENT AND DEPOSIT PROVISIONS (Contd.)**

5. **Residential Tenant Rights**

The Company will comply with the provisions of the disconnection rules set forth in Chapter 4901:1-18 O.A.C. as amended. In addition, if a customer who is a Property Owner/Rental Agent at master-metered premises requests disconnection of service and there are remaining residential tenants at the premises, the Company is required to notify the tenants of the intended disconnection of service. This notification will be posted in a conspicuous place at the premises at least 10 days prior to the scheduled date for disconnection of service. The Property Owner/Rental Agent shall continue to be liable for all gas consumed during the 10-day notice period. This notice provision shall not preclude the Company from taking appropriate actions where safety or tampering issues are raised, including disconnection of service without notice in such circumstances.

If a customer who is a Property Owner/Rental Agent, but whose account is not a master-meter account, requests disconnection of service the Company will use reasonable means to determine whether non-customer residential tenants still reside at the premises. If the Company determines that non-customer residential tenants continue to reside at the premises, then the Company shall notify the tenants of the intended disconnection of service. This notification shall be by mail, and/or by posting in a conspicuous place at the premises, at least 10 days prior to the scheduled date for disconnection of service. The Property Owner/Rental Agent shall continue to be liable for all gas consumed during the 10-day notice period. This notice provision shall not preclude the Company from taking appropriate actions where safety or tampering issues are raised, including disconnection of service without notice in such circumstances.

The Company shall follow, for non-master metered accounts, the same procedures regarding disconnection for nonpayment of a customer who is a Property Owner/Rental Agent as it follows for disconnection at the request of the Property Owner/Rental Agent for non-master metered accounts, except that during the period of November 1 through April 15, of each year, the Company, in addition to notification by mail, if any, shall hand deliver the 10-day notice to the occupied premises.

6. **Deposit Provision**

The Company may require a Security Deposit of any customer, residential or non-residential, in addition to the requirement of payment for prior indebtedness, as set forth in Section II, 2. Supplying Service, in compliance with the provisions of Section 4933.17 of the Ohio Revised Code, and as to residential accounts only, the rules set forth in Chapter 4901:1-17 of the O.A.C., as amended. The Security Deposit may be requested prior to the rendering of utility service or at a later time.

For small commercial customers the Company shall comply with the provisions of the disconnection rules set forth in Rule 4901:1-13-08 of the Ohio Administrative Code as amended.

The Company may require a residential customer to satisfactorily secure an account in accordance with the provisions and procedures of Ohio Revised Code Section 4933.17 and Ohio Administrative Code Section 4901:1-17. If the Company determines that a residential customer must demonstrate financial responsibility, the Company will fully inform each customer of all available options for establishing financial responsibility pursuant to Ohio Revised Code Section 4933.17 and Ohio Administrative Code Section 4901:1-17. Copies of the statue and rule shall be made available for inspection upon the request of any customer or applicant for service and are available at https://codes.ohio.gov/ohio-revised-code/section-4933.17 and at https://codes.ohio.gov/ohio administrative-code/chapter-4901:1

## SECTION VII - APPLICATION

1. **Application of GAS SERVICE REGULATIONS and Rate Schedules**

All service agreements as presently in effect or that may be entered into in the future are made expressly subject to these GAS SERVICE REGULATIONS and any modifications or amendments thereto, and subject to all applicable existing rate schedules and any modifications, substitutions or amendments thereto.

2. **Agents Cannot Modify Agreement**

No agent has the right to amend, modify or alter the application, rates, terms, conditions, rules or regulations as filed with the Public Utilities Commission of Ohio, or to make any representation not contained in the Company's schedules, supplements thereto and revisions thereof, lawfully filed with said Commission.

3. **Curtailment**

The Company shall have the right to limit the sale of gas when the Company's suppliers are unable to deliver the total volumes contracted for.

DUKE ENERGY OHIO

SERVICE REGULATIONS

SUPPLEMENT A

# RULES AND REGULATIONS GOVERNING THE ESTABISHMENT OF CREDIT FOR RESIDENTIAL UTILITY SERVICE

Rule 4901:1-17 of the Ohio Administrative Code as Adopted by The Public Utilities Commission of Ohio in Case No. 03-888-AU-ORD


4901:1-17-01 DEFINITIONS

4901:1-17-02 WRITTEN CREDIT PROCEDURES REQUIRED

4901:1-17-03 ESTABLISHMENT OF CREDIT

4901:1-17-03 APPENDIX: GUARANTOR AGREEMENT

4901:1-17-04 DEPOSIT TO REESTABLISH CREDITWORTHINESS

4901:1-17-05 DEPOSIT ADMINISTRATION PROVISIONS

4901:1-17-06 REFUND OF DEPOSIT AND RELEASE OF GUARANTOR

4901:1-17-07 RECORD OF DEPOSIT

4901:1-17-08 APPLICANT AND\OR CUSTOMER RIGHTS

4901:1-17-09 WAIVER REQUESTS

**4901:1-17-01 Definitions.**

As used in this chapter:

(A) "Commercial mobile radio service (CMRS)" includes and is specifically limited to mobile telephone, mobile cellular telephone, paging, personal communication services, and specialized mobile radio service providers when serving as a common carrier in Ohio, consistent with rule 4901:1-6-01 of the Administrative Code. Fixed wireless is not considered as CMRS, consistent with rule 4901:1-6-01 of the Administrative Code.

(B) "Regulated service" means a service offering regulated by the commission.

(C) "Utility" or "public utility" means all persons, firms, or corporations engaged in the business of providing natural gas, telecommunications (excluding commercial mobile radio service), water or sewage disposal service to consumers as defined in division (G) of section 4929.01 of the Revised Code and divisions (A)(2), (A)(8) and (A)(14) of section 4905.03 of the Revised Code, respectively. Rules for the establishment of credit for electric distribution utilities are included in Chapter 4901:1-10 of the Administrative Code.

**4901:1-17-02 Written credit procedures required.**

Each public utility shall establish written credit procedures consistent with these rules that allow an applicant for residential service to establish, or an existing residential customer to reestablish, credit with the utility. The procedures should be equitable and administered in a nondiscriminatory manner. The utility, without regard to race, color, religion, gender, national origin, age, handicap, or disability, shall base its credit procedures upon the credit risk of the individual as determined by the utility without regard to the collective credit reputation of the area in which the residential applicant or customer lives.

**4901:1-17-03 Establishment of credit.**

(A) Each utility may require an applicant for residential service to satisfactorily establish financial responsibility. If the applicant has previously been a customer of that utility, the utility may require the residential applicant to establish financial responsibility pursuant to paragraph (C) of rule 4901:1-17-04 of the Administrative Code. An applicant's financial responsibility will be deemed established if the applicant meets one of the following criteria:

(1) The applicant is the owner of the premises to be served or of other real estate within the territory served by the utility and has demonstrated financial responsibility.

(2) The applicant demonstrates that he/she is a satisfactory credit risk by means that may be quickly and inexpensively checked by the utility. In determining whether the applicant is a financially responsible person, the public utility may request from the applicant and shall consider information including, but not limited to, the following: name of employer, place of employment, position held, length of service, letters of reference, and names of credit cards possessed by the applicant.

(3) The applicant demonstrates that he/she has had the same class and a similar type of utility service within a period of twenty-four consecutive months preceding the date of application, unless utility records indicate that the applicant's service was disconnected for nonpayment during the last twelve consecutive months of service, or the applicant had received two consecutive bills with past due balances during that twelve-month period and provided further that the financial responsibility of the applicant is not otherwise impaired.

When an applicant requests a copy of his/her payment history to satisfy paragraph (A)(3) of this rule, each utility shall provide a customer, at his/her request, written information reflecting the customer's payment history. The utility shall provide this information within five business days of this request.

(4) The applicant makes a cash deposit to secure payment of bills for the utility's service as prescribed in rule 4901:1-17-05 of the Administrative Code.

(5) The applicant furnishes a creditworthy guarantor to secure payment of bills in an amount sufficient for a sixty-day supply for the service requested. If a third party agrees to be a guarantor for a utility customer, he or she shall meet the criteria as defined in paragraph (A) of this rule or otherwise be creditworthy.

(a) Telecommunications service providers shall further comply with the provisions set forth in rule 4901:1-5-14 of the Administrative Code.

(b) For all utilities, including telecommunications service providers, the guarantor shall sign a written guarantor agreement that shall include, at a minimum, the information shown in the appendix to this rule. The company shall provide the guarantor with a copy of the signed agreement and shall keep the original on file during the term of the guaranty.

(c) For all utilities, including telecommunications providers, the company shall send all disconnection notifications for the guaranteed customer also to the guarantor, unless the guarantor affirmatively waives that right.

(d) For all utilities, including telecommunication providers, the company shall send a notice to the guarantor when the guaranteed customer requests a transfer of service to a new location. The transfer of service notice shall display all of the following information:

(i) The name of the guaranteed customer.

(ii) The address of the current guaranteed customer service location.

(iii) A statement that the transfer of service to the new location may affect the guarantor's liability.

(iv) A statement that, if the guarantor does not want to continue the guaranty at the new service location, the guarantor must provide thirty days' written notice to the company to end the guaranty.

(B) The establishment of credit under the provisions of these rules, or the reestablishment of credit under the provisions of rule 4901:1-17-04 of the Administrative Code, shall not relieve the applicant or customer from compliance with the regulations of the utility

regarding advance payments and payment of bills by the due date, and shall not modify any regulations of the utility as to the discontinuance of service for nonpayment.

(C) Upon default by a customer who has furnished a guarantor as provided in paragraph (A)(5) of this rule, the utility may pursue collection actions against the defaulting customer and the guarantor in the appropriate court, or if the guarantor is a customer of the same utility, that utility may transfer the defaulting customer's bill to the guarantor's. The defaulted amount transferred to the guarantor's bill shall not be greater than the amount billed to the customer for sixty days of service or two monthly bills. After thirty days from the transfer, the utility may make the guarantor subject to disconnection procedures, if the amount transferred still remains unpaid.

(D) An applicant who owes an unpaid bill for previous residential service, whether the bill is owed as a result of service provided to that applicant or is owed under a guarantor agreement, shall not have satisfactorily established or reestablished his/her financial responsibility as long as the bill remains unpaid.

**Rule 4901:1-17-03-Appendix: Guarantor Agreement**

Guarantor Agreement

I, (name of guarantor), agree to be the guarantor for the (utility type) service provided by (name of utility company) for (customer's name) at the service address of (location).

As the guarantor for (customer's name), I agree to be obligated for charges for the (type of utility) services provided to the guaranteed customer, (customer's name), through the date of termination of the guaranty.

I understand that the company will send a notice to me when the customer requests to transfer service to a new location.

I understand that the company will also send to me all disconnection notifications sent to (name of customer), unless I affirmatively waive that right.

If (customer's name) defaults on the account, I will be held legally responsible for and agree to pay the defaulted amount. As guarantor, I understand that the defaulted amount may be transferred to my account and that my service may be subject to disconnection, if the transferred amount remains unpaid for thirty days. I understand that this amount will not be more than the amount of the bill for sixty days of service.

I understand that I may terminate this guarantor agreement upon thirty days' written notice to (name of company). I also understand that, if I terminate this guarantor agreement, (customer's name) may be required to reestablish creditworthiness when I terminate the guaranty.

I understand that the company shall annually review the account history of each customer who has provided a guarantor. Once (customer's name) satisfies the requirements for the release of a guarantor, as stated in Rule 4901:1-17-06, of the Ohio Administrative Code, (name of company) shall, within thirty days, notify me in writing that I am released from all further responsibility for the account.

I agree to be a guarantor for (customer's name).

_____
(signature of guarantor)

I waive the right to receive all disconnection notices regarding (customer's name) guaranteed service.

_____
(signature of guarantor)

**4901:1-17-04 Deposit to reestablish creditworthiness.**

(A) A utility may require a customer to make a deposit or an additional deposit on an account, as set forth in this rule and pursuant to rules 4901:1-17-03 and 4901:1-17-05 of the Administrative Code, to reestablish creditworthiness for tariffed service based on the customer's credit history on that account with that company. After considering the totality of the circumstances, the utility may require a customer whose service has been disconnected to pay a deposit, the delinquent bill, and the reconnection charges prior to restoring service.

(B) A utility may require a deposit if the customer account meets one of the following criteria:

(1) The customer has not made full payment or payment arrangements by the due date for two consecutive bills during the preceding twelve months.

(2) The customer has been issued a disconnection notice for nonpayment on two or more occasions during the preceding twelve months.

(C) A utility may require a deposit if the applicant for service was a customer of that utility, during the preceding twelve months, and had service disconnected for nonpayment, a fraudulent practice, tampering, or unauthorized reconnection.

**4901:1-17-05 Deposit administration provisions.**

(A) No public utility, as defined in this chapter, except telecommunications providers, shall require a cash deposit to establish or reestablish credit in an amount in excess of one-twelfth of the estimated charge for regulated service(s) provided by that distribution utility for the ensuing twelve months, plus thirty per cent of the monthly estimated charge. No telecommunications provider shall require a cash deposit to establish or reestablish credit in an amount in excess of that prescribed in rule 4901:1-5-13 of the Administrative Code. Each utility, upon request, shall furnish a copy of these rules to the applicant/customer from whom a deposit is required. If a copy of the rule is provided to a customer/applicant, the utility shall also provide the name, address, website address, and telephone number of the public utilities commission of Ohio.

(B) Upon receiving a cash deposit, the utility shall furnish to the applicant/customer a receipt that displays all of the following information:

(1) The name of the applicant/customer.

(2) The address of the premises to be served.

(3) The billing address for the service.

(4) The amount of the deposit and a statement that the rate of interest to be paid on the deposit will be not less than three per cent per annum if the deposit is held for one hundred eighty days or longer.

(C) Each utility shall accrue interest at a rate of at least three per cent per annum per deposit held for one hundred eighty days or longer. Interest shall be paid to the customer when the deposit is refunded or deducted from the customer's final bill. A utility shall not be required to pay interest on a deposit it holds for less than one hundred eighty days. No utility shall be required to pay additional interest on a deposit after discontinuance of service, if the utility has made a reasonable effort to refund the deposit. A utility shall dispose of any unclaimed deposit, plus accrued interest, in conformity with Chapter 169. of the Revised Code.

**4901:1-17-06 Refund of deposit and release of guarantor.**

(A) After discontinuing service, the utility shall promptly apply the customer's deposit, including any accrued interest, to the final bill. The utility shall promptly refund to the customer any deposit, plus any accrued interest, remaining. A transfer of service from one customer location to another within the service area of the utility does not prompt a refund of the deposit or a release of the guarantor.

(B) The utility shall review each account holding a deposit or a guarantor agreement every twelve months and promptly refund the deposit, plus any accrued interest, or release the guarantor, if the account meets the following criteria:

(1) The customer has paid his/her bills for service for twelve consecutive months without having had service disconnected for nonpayment.

(2) The customer has not had more than two occasions on which his/her bill was not paid by the due date.

(3) The customer is not then delinquent in the payment of his/her bills.

(C) The utility shall promptly return the deposit, plus any accrued interest, upon the customer's request at any time the customer's credit has been otherwise established or reestablished, in accordance with this chapter of the Administrative Code.

(D) Once the customer satisfies the requirements for release of the guarantor, pursuant to paragraph (B) of this rule, the utility shall notify the guarantor in writing, within thirty days, that the guarantor is released from all further responsibility for the account.

**4901:1-17-07 Record of deposit.**

Until the deposit is refunded or otherwise disposed of in accordance with applicable law, each utility holding a cash deposit shall maintain a record that displays all of the following information:

(A) The name and current or last known billing address of each depositor.

(B) The amount and date of the deposit.

(C) Each transaction concerning the deposit.

**4901:1-17-08 Applicant and/or customer rights.**

(A) Each public utility that requires a cash deposit shall notify the applicant/customer of all options available to establish credit as listed in paragraph (A) of rule 4901:1-17-03 of the Administrative Code.

(B) If a public utility requires a cash deposit to establish or reestablish service and the customer expresses dissatisfaction with the utility's decision, the company shall inform the customer of the following:

(1) The reason(s) for its decision.

(2) How to contest the utility's decision and show creditworthiness.

(3) The right to have the utility's decision reviewed by an appropriate utility supervisor.

(4) The right to have the utility's decision reviewed by the commission staff, and provide the applicant/customer the local or toll-free numbers and/or TDD/TTY numbers, address, and the website address of the commission as stated below:

The public utilities commission of Ohio (PUCO) toll-free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TTY toll-free at 1-800-686-1570 or 1-614-466-8180, from 8:00 a.m. to 5:00 p.m. weekdays, or the PUCO website at www.PUCO.ohio.gov.

(C) Each public utility, upon request, shall provide in writing to the applicant/customer the information required by paragraph (B) of this rule.

**4901:1-17-09 Waiver requests.**

The public utilities commission of Ohio may waive any rule or any part of a rule contained in this chapter of the Administrative Code for good cause upon its own motion or upon application by a company.

The application for a waiver shall include the specific rule(s) requested to be waived. If the request is to waive only a part or parts of a rule, then the application should identify the appropriate paragraphs, sections, or subsections to be waived. The waiver request shall provide sufficient explanation by rule, including advantages and possible disadvantages, to allow the commission to thoroughly evaluate the waiver request.

DUKE ENERGY OHIO

SERVICE REGULATIONS

SUPPLEMENT B

# RULES, REGULATIONS AND PRACTICES GOVERNING THE DISCONNECTION OF GAS, NATURAL GAS, OR ELECTRIC SERVICE TO RESIDENTIAL CUSTOMERS

Rule 4901:1-18 of the Ohio Administrative Code as
Adopted by The Public Utilities Commission of Ohio
in Case No. 10-2489-AU-ORD


**4901:1-18-01 Definitions.**

**4901:1-18-02 General provisions.**

**4901:1-18-03 Reasons for disconnecting residential electric, gas, or natural gas service.**

**4901:1-18-04 Delinquent bills.**

**4901:1-18-05 Extended payment plans and responsibilities.**

**4901:1-18-06 Disconnection procedures for electric, gas, and natural gas utilities.**

**4901:1-18-07 Reconnection of service.**

**4901:1-18-08 Landlord-tenant provisions.**

**4901:1-18-09 Combination utility companies.**

**4901:1-18-10 Insufficient reasons for refusing service or for disconnecting service.**

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**4901:1-18-15 General percentage of income payment plan provisions.**

**4901:1-18-16 Graduate percentage of income payment plan program.**

**4901:1-18-17 Removal from or termination of customer participation in the percentage of income payment plan.**

4901:1-18-01 Definitions.

For purposes of this chapter, the following definitions shall apply:

(A) "Applicant" means any person who requests or makes application with a utility company for any of the following residential services: electric, gas, or natural gas.

(B) "Arrearages" means for each percentage of income payment plan (PIPP) customer such customer's current bill balance, plus the customer's accrued arrearage at the time the customer enrolls in the PIPP program, but does not include past due monthly PIPP payments.

(C) "Bona fide dispute" means a complaint registered with the commission's call center or a formal complaint filed with the commission's docketing division.

(D) "Collection charge" means a tariffed charge assessed to a residential customer by a utility company when payment or proof of payment is given to a utility company employee or agent sent to disconnect the service and who is authorized to accept payment in lieu of disconnection.

(E) "Commission" means the public utilities commission of Ohio.

(F) "Consumer" means any person who is an ultimate user of electric, gas, or natural gas utility service.

(G) "Customer" means any person who enters into an agreement, whether by contract or under a tariff, to purchase: electric, gas, or natural gas utility service.

(H) "Customer premise" means the service address where the customer receives the residential electric, gas, or natural gas utility service.

(I) "Default" means the failure to make the required payment on an extended payment plan by the due date.

(J) "Extended payment plan" means an agreement between the customer and the company that requires the customer to make payments over a set period of time to the company on unpaid amounts owed to the company.

(K) "Former percentage of income payment plan customer" (former PIPP customer) means a customer that remains within the gas or natural gas utility company's service territory who elects to terminate participation in the percentage of income payment plan program or is no longer eligible to participate in the percentage of income payment plan as a result of an increase in the household income or change in the household size and is not in a graduate percentage of income payment plan.

(L) "Fraudulent act" means an intentional misrepresentation or concealment by the customer or consumer of a material fact that the electric, gas, or natural gas utility company relies on to its detriment. "Fraudulent act" does not include tampering.

(M) "Graduate percentage of income payment plan customer" (graduate PIPP customer) means a customer who was previously enrolled in a percentage of income payment plan and who meets the requirements, as set forth in rule 4901:1-18-16 of the Administrative Code, to participate in the transitional phase of the income-based payment plan for low-income, residential customers served by regulated electric, gas, and natural gas utility companies.

(N) "Household income" has the meaning attributed to it by the Ohio department of development, office of community services, in the administration of the home energy assistance program.

(O) "Percentage of income payment plan" (PIPP) means the income-based payment plan for low-income, residential customers served by regulated electric, gas, and natural gas utility companies.

(P) "PIPP anniversary date" means the calendar date by which the PIPP customer must document his or her household income and household size to continue participation in the PIPP program or participate in the graduate PIPP program. The anniversary date shall be every twelve months from when the customer was enrolled in PIPP.

(Q) "PIPP customer" means the customer currently enrolled in PIPP.

(R) "PIPP reverification date" means the actual date on which the PIPP customer documented his or her household income and household size to continue participation in the PIPP program or graduate PIPP program. This date is used to calculate when any missed PIPP payments are due for continued PIPP program participation.

(S) "Tampering" means to interfere with, damage, or by-pass a utility meter, conduit, or attachment with the intent to impede the correct registration of a meter or the proper functions of a conduit or attachment so as to reduce the amount of utility service that is registered on the meter. Tampering includes the unauthorized reconnection of an electric, gas, or natural gas meter, or a conduit or attachment that has been disconnected by the utility company.

(T) "Utility company" means all persons, firms, or corporations engaged in the business of providing electric, gas, or natural gas service to consumers as defined in division (A)(11) of section 4928.01, division (A)(4) of section 4905.03, and division (G) of section 4929.01 of the Revised Code, respectively.

(U) "Winter heating season" means the time period from November first through April fifteenth.

4901:1-18-02 General provisions.

(A) The rules in this chapter apply to all electric, gas, and natural gas utility companies that provide service to residential customers, including residential consumers in master-metered premises, and residential consumers whose utility services are included in rental payments.

(B) Nothing contained in this chapter shall in any way preclude the commission from any of the following:

(1) Altering, or amending, in whole or in part, the rules and regulations in this chapter.

(2) Prescribing different standards for the disconnection and reconnection of electric, gas, or natural gas service as deemed necessary by the commission.

(3) Waiving any requirement, standard, or rule set forth in this chapter for good cause shown, as supported by a motion and supporting the memorandum. The application for a waiver shall include the specific rule(s) requested to be waived. If the request is to waive only a part or parts of a rule, then the application should identify the appropriate paragraphs to be waived. The waiver request shall provide sufficient explanation, by rule, to allow the commission to thoroughly evaluate the waiver request.

(C) Except as set forth in this rule, the rules of this chapter supersede any inconsistent provisions, terms, and conditions of electric, gas, and natural gas companies' tariffs. Electric, gas, and

natural gas companies may adopt or maintain tariffs providing greater protection for customers or consumers.

(D) The rules in this chapter allow the use of electronic transactions and notices, if the customer and the utility company are both in agreement of such use and such use is consistent with commission requirements or guidelines. The utility company shall advise the customer that if he/she chooses this option, the disconnection notice will only be provided electronically.

4901:1-18-03 Reasons for disconnecting residential electric, gas, or natural gas service.

Electric, gas, or natural gas utility companies under the jurisdiction of the commission may disconnect service to residential customers only for the following reasons:

(A) When a customer/consumer uses electricity, gas, or natural gas in a manner detrimental to the service to other consumers.

(B) When providing service is in conflict or incompatible with any order of the commission, court of law, laws of the state of Ohio or any political subdivision thereof, or of the federal government or any of its agencies.

(C) When the customer has moved from the service location, and the property owner is subject to notice under paragraph (A)(3)(d) of rule 4901:1-18-06 of the Administrative Code.

(D) When supplying electricity, gas, or natural gas creates a safety hazard to consumers or their premises, the public, or to the company's personnel or facilities or where, because of conditions beyond the consumer's premises, disconnection of the supply of electricity, gas, or natural gas is reasonably necessary. The company shall not restore service until the hazardous condition(s) has been corrected.

(E) When a customer, consumer, or his/her agent does any of the following:

(1) Prevents utility company personnel from reading the meter for a year or more.

(2) After notice and a reasonable period of time, prevents utility company personnel from calibrating, maintaining, or replacing the utility company's meter, metering equipment, or other utility company property used to supply service.

(3) Resorts to any fraudulent act to obtain electric, gas, or natural gas service, is the beneficiary of the fraudulent act, or tampers with the utility company's meter, metering equipment, or other property used to supply the service. If the customer does not contest the disconnection, under the circumstances stated in this paragraph the company need not restore service until the consumer or customer has completed each of the following:

(a) Given satisfactory assurance that the fraudulent or tampering act has been discontinued.

(b) Paid to the utility company an amount estimated by the company to be reasonable compensation for unauthorized usage obtained and not paid for at the time of disconnection.

(c) Paid for any damage to property of the utility company including any cost to repair the damage.

(d) Paid all other fees and charges authorized by tariff resulting from the fraudulent act or tampering.

(F) For repairs, provided that notice to customers is given prior to scheduled maintenance interruptions in excess of six hours.

(G) Upon the request of the customer. If the customer is a landlord, then the provisions of paragraph (K) of rule 4901:1-18-08 of the Administrative Code, shall also apply.

(H) For nonpayment of regulated services provided by the utility company, including nonpayment of security deposits.

(I) For good cause shown.

4901:1-18-04 Delinquent bills.

(A) Individually metered residential service accounts will be considered delinquent and subject to the utility company's disconnection procedures for nonpayment if the account meets one of the following criteria:

(1) The customer has not made full payment or arrangements for payment by the due date, for any given bill containing a previous balance for regulated services provided by the utility company.

(2) The customer is in default on an extended payment plan.

(3) The customer fails to make the initial payment on an extended payment plan.

(B) The minimum payment necessary in order to avoid the disconnection procedures shall not be greater than the delinquent amount, i.e., that portion of the bill that represents a previous balance for regulated services provided by the utility company.

4901:1-18-05 Extended payment plans and responsibilities.

(A) Upon contact by a customer whose account is delinquent or who desires to avoid a delinquency, the utility company shall inform the customer that it will make reasonable extensions or other extended payment plans appropriate for both the customer and the utility company. If the customer proposes payment terms, the utility company may exercise discretion in the acceptance of the payment terms based upon the account balance, the length of time that the balance has been outstanding, the customer's recent payment history, the reasons why payment has not been made, and any other relevant factors concerning the customer including health, age, and family circumstances.

(B) If the customer fails to propose payment terms acceptable to the utility company, the utility company shall then advise the customer of the availability of all of the following extended payment plans and the percentage of income payment plan (PIPP). If a customer requests additional information about PIPP, the utility company shall inform the customer of the eligibility requirements as set forth in paragraphs (B) and (C) of rule 4901:1-18-12 of the Administrative Code (gas PIPP) or to Chapter 122:5-3 of the Administrative Code (electric PIPP), and provide the customer with a copy of PIPP literature and direct the customer to the local community action agency:

(1) One-sixth plan - A plan that requires six equal payments on the arrearages in addition to full payment of the current bill.

(2) One-ninth plan - A plan that requires nine equal monthly payments on the arrearages in addition to a budget payment plan for the projected monthly bills, which will end nine months from the initial payment. The budget portion of the payments may be adjusted periodically during the nine-month period as needed.

(3) Winter heating season plan - In addition to the one-sixth and one-ninth plans in this paragraph, during the winter heating season, the utility company shall offer to any customer not on a payment plan, the one-third payment plan for any bills that include any usage occurring from November first to April fifteenth of each year. The one-third plan requires payment of one-third of the balance due each month (arrearages plus the current bill). For any outstanding balance remaining after the last one-third bill has been rendered, the utility company shall remove the customer from the one-third payment plan and shall offer the customer the option to pay the balance, or to enter into one of the other plans in this paragraph, or to enroll in PIPP, provided that he/she meets the qualifications for that PIPP plan.

(C) A customer who is in default on an agreed-upon extended payment plan in paragraph

(A) of this rule shall be offered the payment plans in paragraph (B) of this rule and PIPP, provided that he/she meets the qualifications for that plan. A customer who is in default on one of the extended payment plans in paragraph (B) of this rule shall be offered PIPP, provided that he/she meets the qualifications for the PIPP plan. If a customer is having difficulty complying with any payment plan and requests that the utility company review that payment plan, the utility company may agree to modify the payment plan to meet both the customer's and utility company's needs.

(D) For customers without arrearages, the utility company shall also offer a budget plan

(a uniform payment plan).

(E) If a customer informs the utility company of a medical problem, the utility company shall inform the customer of the medical certification program as provided in paragraph (C) of rule 4901:1-18-06 of the Administrative Code.

(F) A customer's failure to make any payment under one of the payment plans in paragraph (B) of this rule or PIPP shall entitle the utility company to disconnect service in accordance with the procedures set forth in rule 4901:1-18-06 of the Administrative Code.

(G) The utility company shall advise the customer, who enters into an extended payment plan, that it will provide the customer with the terms of the plan in writing. The utility company shall also advise the customer that failure to make a payment under the extended payment plan may result in the disconnection of service in accordance with the procedures set forth in rule 4901:1-18-06 of the Administrative Code.

(H) No utility company shall charge late payment fees to customers that are current on the payment plans identified in paragraph (A) or (B) of this rule or PIPP.

4901:1-18-06 Disconnection procedures for electric, gas, and natural gas utilities.

(A) If a residential customer is delinquent, as defined in paragraph (A) of rule 4901:1-18-04 of the Administrative Code, in paying for regulated services, the utility company may, after at least fourteen days' notice, disconnect the customer's service during normal utility company business hours in compliance with all of the following conditions.

(1) No disconnections for nonpayment shall be made after twelve-thirty p.m. on the day preceding a day on which all services necessary for the customer to arrange and the utility company to perform reconnection are not regularly performed.

(2) On the day of disconnection of service, the utility company shall provide the customer with personal notice. If the customer is not at home, the utility company shall provide personal notice to an adult consumer. If neither the customer nor an adult consumer is at home, the utility company shall attach written notice to the premises in a conspicuous location prior to disconnecting service.

(3) Third-party or guarantor notification.

(a) Each utility company shall permit a residential customer to designate a third party to receive notice of the pending disconnection of the customer's service and any other credit notices sent to the customer. If the customer has a guarantor, the guarantor shall receive notice of the pending disconnection of the guaranteed customer's service and any other credit notices sent to the guaranteed customer, pursuant to rule 4901:1-17-03 of the Administrative Code. The utility company shall notify the third party or the guarantor at least fourteen days prior to disconnecting the customer's service.

(b) The utility company shall inform the third party that his/her receipt of such notices does not constitute acceptance of any liability by the third party for payment for service provided to the customer unless the third party has also agreed, in writing, to be a guarantor for the customer.

(c) In compliance with division (E) of section 4933.12 and division (D) of section 4933.121 of the Revised Code, if the utility company plans to disconnect the residential utility service of a customer for the nonpayment of his/her bill, and that customer resides in an Ohio county in which the department of job and family services has provided the utility company with a written request for notification of residential service disconnection prior to the disconnection, then the utility company shall provide, during the period of the fifteenth of November to the fifteenth of April, the appropriate county department of job and family services with a listing, electronically if feasible, of those customers whose service will be disconnected for nonpayment. This information will include at a minimum, the customer's first name, middle initial, last name, service address, and county of residence, and shall be made available to the county department of job and family services simultaneous with the generation of any ten-day disconnection notices being distributed to customers. The county department of job and family services may use this information to assist customers in the payment of delinquent utility bills in an effort to avoid disconnection of service.

(d) Upon the request of a property owner or the agent of a property owner, each utility company shall provide the property owner or the agent of a property owner with at least three days' advance notice when service to his/her property is to be disconnected either at the request of a residential customer who is a tenant or for nonpayment.

(4) Utility company employees or agents of the utility company who disconnect service at the premises may or may not, at the discretion of the utility company, be authorized to make extended payment arrangements. Utility company employees or agents who disconnect service shall be authorized to complete one of the following:

(a) Accept payment in lieu of disconnection.

(b) Dispatch an employee to the premises to accept payment.

(c) Make available to the customer another means to avoid disconnection.

(5) The disconnection notice may be mailed separately or included on the regular monthly bill. If the notice is included on the regular monthly bill, it shall be prominently identified as a

disconnection notice. The following information shall be clearly displayed either on the disconnection notice or in documents accompanying the disconnection notice:

(a) The delinquent billing account number, the total amount required to prevent disconnection of the regulated services provided by the utility company and/or any security deposit owed at the time of the notice.

(b) The earliest date when disconnection may occur.

(c) The local or toll-free number and address of the utility company's office for customers to contact about their account.

(d) The following statement:

"If you have a complaint in regard to this disconnection notice that can not be resolved after you have called (name of utility company), or for general utility company information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio consumer counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at http://www.pickocc.org."

(e) A statement that the customer's failure to pay the amount on the disconnection notice at the utility company's office or to one of its authorized agents before the date specified on the disconnection notice may require payment of a security deposit and a charge for reconnection. The statement shall also include the amount of the security deposit and the reconnection charge.

(f) If applicable, a statement that the failure to pay charges for nontariffed products or services may result in the loss of those products and/or services.

(g) An explanation of the payment plans and options available to a customer whose account is delinquent, as provided in this rule and rule 4901:1-18-05 of the Administrative Code, and percentage of income payment plan(PIPP), pursuant to rule 4901:1-18-12 of the Administrative Code, and, when applicable, rule 4901:1-18-09 of the Administrative Code.

(h) If disconnection of service is to occur as a result of nonpayment, a statement that a medical certification program and forms are available from the utility company for customers or consumers where the disconnection of service would be especially dangerous to the health of those persons.

(i) A statement that a listing of the utility company's authorized payment agents is available by calling the utility company's toll-free customer service number.

(B) During the period of November first through April fifteenth, if payment or payment arrangements are not made to prevent disconnection before the disconnection date stated on the fourteen-day disconnection notice, the utility company shall not disconnect service to residential customers for nonpayment unless the utility company completes each of the following:

(1) Makes contact with the customer or other adult consumer at the premises ten days prior to disconnection of service by personal contact, telephone, or hand-delivered written notice. Utility companies may send this notice by regular, U.S. mail; however, such notice must allow three calendar days for mailing. This additional notice shall extend the date of disconnection, as stated on the fourteen-day notice required by paragraph (A) of this rule, by ten additional days.

(2) Informs the customer or adult consumer that sources of federal, state, and local government aid for payment of utility bills and for home weatherization are available at the time the utility company delivers the notice required in paragraph (B)(1) of this rule, and provides sufficient information to allow the customer to further pursue available assistance.

(3) Informs the customer of the right to enter into any of the payment plans set forth in paragraph (B) of rule 4901:1-18-05 of the Administrative Code, or to enroll in PIPP. If the customer does not respond to the notice described in paragraph (B)(1) of this rule, or refuses to accept a payment plan or fails to make the initial payment on a payment plan referenced in this paragraph, the utility company may disconnect service after the ten-day notice expires.

(C) Medical certification

(1) In accordance with the certification requirements of this rule, the utility company shall not disconnect residential service for nonpayment for either of the following situations:

(a) If the disconnection of service would be especially dangerous to the health of any consumer who is a permanent resident of the premises.

(b) When the disconnection of service would make operation of necessary medical or life-supporting equipment impossible or impractical.

(2) The medical condition or the need for medical or life-supporting equipment shall be certified to the utility company by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified nurse-midwife, or local board of health physician.

(3) The utility company shall act in accordance with the following medical certification requirements:

(a) Upon request of any residential consumer, the utility company shall provide a medical certification form to the customer or to any of the health care professionals identified in paragraph (C)(2) of this rule. The utility company shall use the medical certification form provided in the appendix to this rule.

(b) The certification of the medical condition or the need for the medical or life-supporting equipment required by paragraph (C)(1) of this rule shall be in writing and shall include the name of the person to be certified; a statement that the person is a permanent resident of the premises in question; the name, business address, and telephone number of the certifying party; the nature of the medical condition; an explanation of the need for the medical or life-supporting equipment, if applicable; and a signed statement by the certifying party that disconnection of service will be especially dangerous to the health of a permanent resident of the premises.

(c) Initial certification by the certifying party may be by telephone if written certification is forwarded to the utility company within seven calendar days.

(d) Certification shall prohibit disconnection of service for thirty calendar days.

(e) If a medical certificate is used to avoid disconnection, the customer shall enter into an extended payment plan prior to the end of the medical certification period or be subject to disconnection. The initial payment on the plan shall not be due until the end of the certification period.

(f) If service has been disconnected for nonpayment within twenty-one calendar days prior to the certification of either a special danger to the health of a qualifying resident or the need for medical or life-supporting equipment, the utility company shall restore service to that residence once the

certifying party provides the required certification to the utility company and the customer agrees to an extended payment plan.

(g) If certification is provided to the utility company prior to three-thirty p.m., the utility company shall restore the customer's service within the same day. If the certification is received after three-thirty p.m., the utility company shall reconnect service by the earliest time possible on the following business day. Also, if the certification is received after three-thirty p.m. on a day that precedes a day on which all services necessary for the customer to arrange and the utility company to perform reconnection are not regularly performed, the utility company shall make an effort to restore service by the end of that day.

(h) A consumer may renew the certification two additional times (thirty days each) by providing additional certificates to the utility company. The total certification period may not exceed ninety days per household in any twelve-month period.

(4) The electric utility company shall give notice of availability of medical certification to its residential customers by means of bill inserts or special notices at the beginning of the winter heating period and at the beginning of the summer cooling period. The natural gas utility company shall give notice of the availability of medical certification to its residential customers by means of bill inserts or special notices at the beginning of the winter heating period.

(D) This provision is to address circumstances where an electric, gas, or natural gas utility company elects to leave the utility service on at a particular service location for the utility company's convenience after receiving a request for disconnection from the customer of record.

(1) If the new resident does not contact the utility company to establish service, the utility company may subsequently disconnect the utility service in accordance with the fraud provisions in paragraph (C) of rule 4901:1-10-20 of the Administrative Code(electric) and paragraph (C) of rule 4901:1-13-09 of the Administrative Code(gas and natural gas).

(2) Under the circumstance where the new resident becomes an applicant for service and is required to pay a deposit to establish financial responsibility, the utility company must advise the applicant of the date that the utility service may be disconnected for nonpayment of the deposit.

(3) Under either circumstance above where the new resident becomes a consumer of the electric, gas, or natural gas service that was left on by the utility company, the consumer will be financially responsible for the utility service consumed from the date of move-in.

(E) Upon request of the customer, the utility company shall provide an opportunity for review of the initial decision to disconnect the service. The utility company shall review the circumstances surrounding the disconnection, escalate the review to an appropriate supervisor if requested, and inform the customer of the decision upon review as soon as possible. At the customer's request, the utility company shall respond in writing.

(F) The utility company when contacted by the commission's staff shall respond to an inquiry concerning a pending disconnection or actual disconnection within two business days. At the request of commission staff, the utility company shall respond in writing. Commission staff will notify the customer of the utility company's response.

(G) The utility company shall include in its tariff its current standard practices and procedures for disconnection, including any applicable collection and reconnect charges. Any utility company proposing changes to its disconnection notice shall submit a copy to commission staff for review.

4901:1-18-07 Reconnection of service.

(A) Upon payment or proof of payment of the delinquent amount as stated on the disconnection notice, or of an amount sufficient to cure the default on an extended payment plan or the percentage of income payment plan (PIPP), applicable reconnection charge, the utility company shall reconnect service that has been disconnected for nonpayment pursuant to the following provisions:

(1) For customers disconnected from service for ten business days or less, the utility company may assess a reconnection charge and shall reconnect service by the close of the following regular utility company working day. Pursuant to rule 4901:1-18-05 of the Administrative Code, the amount sufficient to cure the default for customers on extended payment plans shall include all amounts that would have been due and owing under the terms of the applicable extended payment plan, absent default, on the date that service is reconnected. Under paragraph (D)(2)(b) of rule 4901:1-18-12 of the Administrative Code, the amount sufficient to cure the default for PIPP customers includes all amounts that would have been due for any missed PIPP payments, but not more than the arrearage balance.

(2) For customers disconnected from service for more than ten business days, the utility company may treat the customers as new customers and connect service consistent with the timeframes in rules 4901:1-10-09, 4901:1-13-05 and paragraph (C) of rule 4901:1-17-04 of the Administrative Code. In addition, the utility company may assess the customer a reconnection charge in accordance with approved tariffs. Pursuant to paragraph (D)(2)(b) of rule 4901:1-18-12 of the Administrative Code, PIPP customers shall be required to pay any missed PIPP payments but not more than the arrearage balance. PIPP customers shall not be required to pay a deposit pursuant to rule 4901:1-18-15 of the Administrative Code.

(B) If service is disconnected for nonpayment for no more than ten business days and the customer wishes to guarantee the reconnection of service the same day on which payment is rendered:

(1) The customer must provide proof of payment, as required in paragraph (A)(1) of this rule to the utility company no later than twelve-thirty p.m.

(2) If the customer requests that reconnection occur after normal business hours, and such service is offered by the utility company, the utility company may require the customer to pay or agree to pay the utility company's approved tariff charges for after-hours reconnection. The utility company may collect this fee prior to reconnection or with the customer's next monthly billing.

(C) The utility company shall not assess a reconnection charge unless the utility company has actually disconnected the service. The utility company may, however, assess a collection charge if the collection charge is part of the utility company's approved tariff. A collection charge shall not be assessed more than once per billing cycle.

(D) If the utility company accepts a guarantor in order to reestablish service, it shall follow all of the requirements of paragraph (A)(5) of rule 4901:1-17-03 of the Administrative Code.

4901:1-18-08 Landlord-tenant provisions.

This rule is to address circumstances where the utility company knows that the customer is the landlord for a multi-unit dwelling (i.e., tenants who receive master-metered services) or for a single-occupancy dwelling where the utilities are included in the rent. A utility company may

disconnect the utility service of these consumers, for nonpayment by the landlord, only in accordance with the following:

(A) The utility company shall give a notice of disconnection of service to the landlord/agent at least fourteen days before the disconnection would occur. If, at the end of the fourteen-day notice period, the customer has not paid or made payment arrangements for the bill to which the fourteen-day notice relates, the utility company shall then make a good faith effort by mail, or otherwise, to provide a separate ten-day notice of pending disconnection to the landlord/agent, to each unit of a multi-unit dwelling (i.e., each tenant who receives master-metered service), and to single-occupancy dwellings where the utilities are included in the rent. This ten-day notice shall be in addition to the fourteen-day notice given to the landlord/agent. This notice requirement shall be complied with throughout the year. In a multi-unit dwelling, written notice shall also be placed in a conspicuous place.

(B) The utility company shall also provide all of the following information in its ten-day notice:

(1) A summary of the remedies tenants may choose to prevent disconnection or to have service reconnected.

(2) A statement to inform tenants that a list of procedures and forms to prevent disconnection or to have service reconnected are available from the utility company upon request. A model form of the tenants' ten-day notice is attached as appendix A to this rule.

(C) The utility company shall inform any consumer inquiring about the notice, posted pursuant to paragraph (A) of this rule, of the amount due for the current month's bill and that the disconnection of service may be prevented if the consumer(s) makes a single payment to the utility company in the amount of the current month's bill.

(D) The utility company shall credit to the appropriate account any payment made by tenants equal to or exceeding the landlord's current bill for those premises. The utility company is under no obligation to accept partial payment from individual tenants. The utility company may choose to accept only a single payment from a representative acting on behalf of all the tenants.

(E) No utility company shall disconnect service to master-metered premises, or to a single-occupancy dwelling where utilities are included in the rent, when all of the following actions take place:

(1) A tenant delivers to the utility company a copy of the written notice required by division (A) of section 5321.07 of the Revised Code, signed by fifty per cent or more of the tenants of the occupied dwelling units in a multi-unit dwelling, or the tenant in a single-occupancy dwelling, which notice shall designate the imminent disconnection of utility service (as shown by the disconnection notices received) as a reason for the notice.

(2) A tenant informs the utility company in writing of the date of the last day on which rent may be paid before a penalty is assessed or the date on which default on the lease or rental agreement can be claimed.

(3) The tenants timely invoke the remedies provided in divisions (B)(1) and (B)(2) of section 5321.07 of the Revised Code, including but not limited to:

(a) Depositing all rent that is due and thereafter becomes due to the landlord, with the clerk of the municipal or county court having jurisdiction.

(b) Applying to the court for an order to use the rent deposited to remedy the condition or conditions specified in the tenant's notice to the landlord (including but not necessarily limited to payment to the utility company rendering the disconnection notice).

(F) Each utility company that delivers notice pursuant to paragraph (A) of this rule shall provide to each tenant, upon request, the procedures to avoid disconnection or to have service reconnected as described in appendix B to this rule. The forms referenced in appendix B to this rule shall be made available by the utility company and also will be available on the commission's website at http://www.puc.ohio.gov/PUCO/rules or by contacting the commission's call center at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays. Hearing or speech impaired customers may contact the commission via 7-1-1 (Ohio relay service). The utility company shall also identify for the tenant any resources in the community where he/she can obtain assistance in pursuing his/her claim, including but not limited to:

(1) The telephone number(s) of the local legal services program (in cities over one hundred thousand served by that utility company).

(2) The toll-free number(s) for the Ohio state legal services association.

(3) The toll-free number(s) of the office of consumers' counsel.

(4) The telephone number(s) of the local bar association.

(5) The telephone number(s) of the local tenant organization(s).

(G) If a utility company disconnects service to consumers whose utility services are included in rental payments or who are residing in master-metered premises, the utility company, upon inquiry, shall inform the consumer that service will be reconnected upon payment of the amount due for the current month's bill plus any reconnection charge if the payment is made within fourteen days of disconnection. The utility company shall continue service at the premises as long as the tenant's representative continues to pay for each month's service (based upon actual or estimated consumption) by the due date of the bill for that service. The utility company shall also reconnect service for those consumers who, within fourteen days of the disconnection of service, invoke the provisions of section 5321.07 of the Revised Code, as specified in paragraph (E) of this rule. If the consumers choose to have their service reconnected by paying the current month's bill and payment is not made by the due date each month, the utility company shall post the notice in a conspicuous location on the premises and make a good faith effort by mail or otherwise to notify each household unit of a multi-unit dwelling, or tenant receiving service in the master-metered premises, or tenant in a single-occupancy dwelling, of the impending service disconnection. The utility company is not required to reconnect service pursuant to this paragraph where the landlord resides on the premises.

(H) The utility company shall provide service to a master-metered premise only if the customer is the landlord/owner of the premises. Company acceptance of new applications for service to master-metered premises requires the landlord/owner to provide to the company an accurate list specifying the individual mailing addresses of each unit served at the master-metered premises.

(I) The utility company may charge the landlord/owner of the master-metered premises, or of a single-occupancy dwelling, a reasonable fee, as set forth in the utility company's tariffs, designed to pay the utility company's incurred cost for providing the notice to tenants required by paragraph (A) of this rule.

(J) The utility company has the burden of collecting from the landlord/owner any billed amounts unpaid at the next billing cycle.

(K) If a customer, who is a property owner, landlord, or the agent of a property owner, requests disconnection of service when residential tenants reside at the premises, the utility company shall perform both of the following actions:

(1) Provide at least a ten-day notice prior to the disconnection of service by mail to the residential tenants or by posting the notice in conspicuous places on the premises.

(2) Inform such customer of the customer's liability for all utility service consumed during the ten-day notice period.

(L) Notwithstanding any notice requirement for a utility company under paragraph (K) of this rule and paragraph (A)(3)(d) of rule 4901:1-18-06 of the Administrative Code, a utility company will not be found to have violated these rules if either the following occurs:

(1) The utility company uses reasonable efforts to determine the status of the customer/consumer as either a property owner, landlord, the agent of a property owner, or a tenant.

(2) The customer/consumer misrepresents the status of the customer/consumer as the property owner, the landlord, the agent of a property owner, or a tenant.

4901:1-18-09 Combination utility companies.

(A) The residential customers and consumers of a combination utility company that provides both natural gas and electric service shall have the same rights pursuant to Chapter 4901:1-18 of the Administrative Code as customers and consumers who are served by separate natural gas and electric companies. In the event of disconnection or pending disconnection of both gas and electric services, a residential customer of a combination utility company has the right to choose to retain or have reconnected both utility services or one service, either gas or electric.

(B) A combination utility company shall apply the payments from residential customers to their gas and electric accounts separately and shall apportion the payments based on the total balance for each service, including any arrearage plus the current month's charge(s). For purposes of applying these payments:

(1) For customers billed only for services provided by the combination utility company, the utility company shall apply payments first to past due amounts, then to current regulated charges, and finally to any nontariffed charges.

(2) For customers billed by the combination utility company for any competitive services provided by either a competitive retail natural gas supplier and/or a competitive retail electric provider, the utility company shall apply payments as provided for under paragraph (H) of rule 4901:1-10-33 of the Administrative Code.

(C) Whenever a residential customer receiving both gas and electric service from a combination utility company has received a disconnection of service notice, the utility company shall give the customer each of the following options:

(1) An extended payment plan for both gas and electric as provided for in rule 4901:1-18-05 of the Administrative Code.

(2) An extended payment plan to retain either gas or electric service as chosen by the customer. Such extended payment plan shall include an extended payment plan as provided in rule 4901:1-18-05 of the Administrative Code.

(D) If a residential customer of a combination utility company who has entered into one extended payment plan for both gas and electric service receives a disconnection of service notice and notifies the utility company of an inability to pay the full amount due under such plan, the utility company shall offer the customer, if eligible pursuant to paragraph (B) of rule 4901:1-18-05 of the

Administrative Code, another payment plan to maintain both services. The utility company shall give the customer the opportunity to retain only one service by paying the defaulted payment plan portion for either the gas or electric service, as selected by the customer.

(E) If both the gas and electric service of a residential customer of a combination utility company have been discontinued for nonpayment, the utility company shall reconnect both services, or either service, as designated by the customer, pursuant to rule 4901:1-18-07 of the Administrative Code.

(F) The combination utility company shall in its disconnection of service notice, as provided for in Chapter 4901:1-18 of the Administrative Code, advise combination residential customers of their rights to select the service(s) for retention or reconnection as provided for in paragraphs (C), (D), and (E) of this rule. The notice shall state with specificity the conditions under which customers may exercise their rights and shall state the telephone number and business address of a utility company representative to be contacted to inquire about those rights.

(G) For a customer who has received a disconnection of service notice and who contacts the combination utility company, the utility company shall inform the customer of the total past due amount for each service, and with respect to the extended payment plans available under this rule, the monthly payment due on the past due amount for each service.

4901:1-18-10 Insufficient reasons for refusing service or for disconnecting service.

The utility company shall not refuse service to or disconnect service to any applicant/customer for any of the following reasons:

(A) Failure to pay for service furnished to a former customer unless the former customer and the new applicant for service continue to be members of the same household.

(B) Failure to pay for nonresidential service.

(C) Failure to pay any amount which is in bona fide dispute. Where the customer has registered a complaint with the commission's call center or filed a formal complaint with the commission that reasonably asserts a bona fide dispute, the utility company shall not disconnect service if the customer pays either the undisputed portion of the bill, if known or can reasonably be determined, or the amount billed for the same billing period in the previous year.

(D) Failure to pay any nontariffed service charges, including competitive retail electric service.

4901:1-18-11 Restrictive language prohibition.

Except as provided in Chapter 4901:5-37 and rule 4901:5-25-06 of the Administrative Code, or other commission-approved curtailment provisions, no gas, natural gas, or electric utility company shall deny service to a prospective customer or discontinue service to a present customer because the utility company would be or is providing only auxiliary, stand-by or emergency service as an alternative energy source.

Upon application to and approval by the commission, a gas, natural gas, or electric utility company may file a separate applicable tariff containing rates which reflect the costs incurred by that company to provide such services.

4901:1-18-12 Percentage of income payment plan program eligibility for gas utility service.

(A) Rules 4901:1-18-12 to 4901:1-18-17 of the Administrative Code, apply to the percentage of income payment plan (PIPP) for residential service from a gas or natural gas utility company. PIPP rules and requirements for residential electric utility service are located in Chapter 122:5-3 of the Administrative Code.

(B) A customer is eligible for PIPP if the customer meets one of the following criteria:

(1) The household income for the past three months, if annualized, would be less than or equal to one hundred fifty per cent of the federal poverty guidelines.

(2) The annualized household income for the past three months is more than one hundred fifty per cent of the federal poverty guidelines, but the customer has a household income for the past twelve months which is less than or equal to one hundred fifty per cent of the federal poverty guidelines.

(C) If the customer meets the income eligibility requirements, as set forth in paragraph (B) of this rule, to participate in PIPP, the customer must also:

(1) Apply for all public energy assistance for which the customer is eligible.

(2) Apply for all weatherization programs for which the customer is eligible.

(3) Sign and submit a release to the Ohio department of development and the affected jurisdictional gas or natural gas utility company giving permission for that entity to receive information from any public or private agency that provides income or energy assistance to the customer, or from any member of the customer's household, and/or from any public or private employer of the customer or member of the customer's household as it relates to PIPP eligibility.

(4) Notify the local agency designated by the Ohio department of development, within thirty days, of any change in income or household size.

(D) In addition to the requirements set forth in paragraphs (B) and (C) of this rule, a PIPP customer must also periodically reverify his/her eligibility.

(1) All PIPP customers must provide proof of eligibility to the Ohio department of development of the household income at least once every twelve months at or about the customer's PIPP anniversary date. The customer shall be accorded a grace period of sixty days after the customer's PIPP anniversary date to reverify eligibility.

(2) Except as provided in this paragraph, the PIPP customer must be current on his/her income-based PIPP payments at the customer's PIPP reverification date to be eligible to remain on PIPP for the subsequent twelve months. The customer will have one billing cycle after the PIPP reverification date to pay any missed PIPP payments before being removed from the program. Missed PIPP payments include:

(a) Any delayed payments as a result of the customer's prior use of a medical certificate in accordance with paragraph (C) of rule 4901:1-18-06 of the Administrative Code.

(b) Any missed payments, including PIPP payments which would have been due for the months the customer is disconnected from gas utility service. These missed PIPP payments must be paid prior to the restoration of utility service. The amount of the PIPP payments due shall not exceed the amount of the customer's arrearage.

(3) All PIPP customers must also provide proof of eligibility to the gas or natural gas utility company upon request. No gas or natural gas utility company shall request such proof without justification.

(4) PIPP customers who have been dropped from the PIPP program due to nonpayment may re-enroll in the program after all missed PIPP payments, from the time of enrollment or the PIPP reverification date, up until re-enrollment, have been cured. This includes payments for any months in which the customer was disconnected. The amount due shall not exceed the amount of the customer's arrearage.

(E) Upon the customer's enrollment in PIPP and at reverification, the gas or natural gas utility company shall provide the customer with a copy of PIPP literature including, at a minimum, the customer's monthly payment, service address, arrearage at plan initiation, nonrecurring fees, timely payment incentives, reverification requirements including the customer's anniversary date, and customer responsibilities when the customer is no longer eligible for the program.

4901:1-18-13 Payment requirements for percentage of income payment plan customers.

(A) The payment requirements for a percentage of income payment plan (PIPP) or graduate PIPP customer, as referenced in Chapter 4901:1-18 of the Administrative Code, shall be calculated as set forth in this rule.

(1) PIPP. Each PIPP customer shall be billed six per cent of his/her household income or ten dollars, whichever is greater, per billing cycle by the jurisdictional gas or natural gas utility company that provides the customer with his/her source of heat.

(2) Graduate PIPP. Each graduate PIPP customer shall be billed the average of the customer's most recent PIPP income-based payment and the customer's budget bill amount, per billing cycle by the jurisdictional gas or natural gas utility company that provides the customer with his/her source of heat.

(B) Customers who are also enrolled in the PIPP program for their electric utility service should refer to Chapter 122:5-3 of the Administrative Code, for the applicable payment requirement(s).

(C) Any money provided to the jurisdictional gas or natural gas utility company by a public or private entity for the purpose of paying utility bills shall not be considered as household income when calculating PIPP eligibility.

(1) Home energy assistance program (HEAP). Money provided from HEAP, or a similar program, shall not be counted as part of the monies paid by the customer to meet the monthly PIPP income-based payment requirement. These monies shall first be applied to the customer's arrearages and then held to be applied to future arrearages. Monies shall not be directly remitted to PIPP customers.

(2) Money other than HEAP or emergency HEAP (E-HEAP). Money provided on an irregular or emergency basis by a public or private agency shall first be applied to the customer's defaulted income-based payment, if any, then applied to the customer's current bill and, lastly, shall be applied to the customer's arrearages.

4901:1-18-14 Incentive programs for percentage of income payment plan and graduate percentage of income payment plan customers.

(A) Percentage of income payment plan (PIPP) and graduate PIPP customers shall be provided the incentive of a reduction in their outstanding arrearages in return for making timely payments.

(1) PIPP customer. Each time the PIPP customer makes his/her required income-based payment or more, as determined pursuant to rule 4901:1-18-13 of the Administrative Code, to the gas or natural gas utility company by the due date, the gas or natural gas utility company shall reduce the customer's account arrearage by the difference between the amount of the required income-based payment and the current monthly bill plus one twenty-fourth of the customer's accumulated arrearages, as calculated at the time of enrollment or in the event of late or missed payments, at the time of reverification.

(2) Graduate PIPP customer. Each time the graduate PIPP customer makes his/her required payment or more, as determined pursuant to rule 4901:1-18-13 of the Administrative Code, to the gas or natural gas utility company by the due date, the gas or natural gas utility company shall reduce the customer's account arrearage by the difference between the amount of the required payment and the current monthly bill plus one-twelfth of the customer's accumulated arrearages, as calculated at the time of enrollment in the graduate PIPP program.

(B) PIPP and graduate PIPP customers are not eligible to have any credit balance appearing on his/her account refunded to the customer. When a PIPP or graduate PIPP customer's account is finaled, any credit balance on the customer's account shall first be applied to the customer's arrearage and then as an offset to the gas or natural gas utility company's PIPP rider. When a PIPP or graduate PIPP customer transfers service to a new address within the company's service area, any credits on the customer's account shall be applied to service at the new address.

4901:1-18-15 General percentage of income payment plan provisions.

(A) A PIPP customer who is current on his/her PIPP payments shall not be disconnected, refused reconnection, or denied a transfer of service to a new address, based solely on outstanding arrearages accrued while in the PIPP program.

(B) No gas or natural gas utility company shall require a deposit on PIPP customer accounts or new or reconnected accounts where the customer has signed up for PIPP. The gas or natural gas utility company may assess the customer the deposit if it is determined that the customer is ineligible for PIPP. Any deposit paid by a customer prior to signing up for PIPP, to initiate, retain or restore service, shall, upon enrollment in PIPP, be credited to the customer's outstanding arrearage.

(C) No gas or natural gas utility company shall apply late fees to a PIPP customer's account.

(D) The gas or natural gas utility company shall include the PIPP customer's anniversary date on each monthly bill.

4901:1-18-16 Graduate percentage of income payment plan program.

(A) Percentage of income payment plan (PIPP) customers that remain within the gas or natural gas utility company's service territory shall automatically be enrolled in the graduate PIPP program when one of the following occurs:

(1) The customer elects to terminate participation in the PIPP program.

(2) The customer is no longer eligible to participate in PIPP as a result of an increase in the household income or a change in the household size.

(B) PIPP customers removed from the program due to fraudulent enrollment in the PIPP program are not eligible to participate in graduate PIPP.

(C) Any graduate PIPP customer who tampers with the gas or natural gas utility company's meter, metering equipment or other property, or is the beneficiary of such act, shall comply with the requirements of paragraphs (E)(3)(a) to (E)(3)(d) of rule 4901:1-18-03 of the Administrative Code. Any former PIPP customer determined by the Ohio department of development or the gas or natural gas utility company to have been fraudulently enrolled in the PIPP program shall be required to pay the gas or natural gas utility company the difference between any PIPP income-based payments made and the actual bill amount and to pay any arrearage credits accrued for timely payments during the period the customer was fraudulently enrolled in PIPP and the graduate PIPP program. The gas or natural gas utility company shall credit such amounts received to the company's PIPP rider. For a period of twenty-four months, the gas or natural gas utility company shall treat such customer as subject to rules 4901:1-18-01 to 4901:1-18-11 of the Administrative Code, should the customer return to the gas or natural gas utility company.

(D) To be enrolled in graduate PIPP, a former PIPP customer must be current with his/her income-based payments on the gas or natural gas utility company account or cure any missed PIPP payments within one billing cycle of the customer's enrollment in graduate PIPP.

(E) Upon enrollment in graduate PIPP, the gas or natural gas utility company shall provide the graduate PIPP customer with a copy of the graduate PIPP participation requirements including, at a minimum, the customer's monthly payment plan over the next twelve months, service address, mailing address, the account arrearage at graduate PIPP initiation, applicable fees, if any, arrearage credit, and the customer's responsibilities.

(F) Graduate PIPP customers shall be provided the incentive of a reduction in their outstanding arrearages in return for continuing to make timely payments of the amount due, as set forth in rule 4901:1-18-14 of the Administrative Code.

(G) The graduate PIPP customer shall be billed the average of his/her income-based PIPP payment and the customer's budget bill amount, calculated using the utility company's normal methodology, ([PIPP payment + budget bill amount] / 2) for the twelve billing cycles following enrollment in the program. The income-based payment shall be based on the income and household size immediately prior to the PIPP customer becoming ineligible for PIPP or electing to terminate participation in PIPP. After twelve billing cycles, the graduate PIPP customer is no longer eligible for arrearage credits. Any remaining arrearage on the customer's account may become due and the customer may be placed on one of the extended payment plans in rule 4901:1-18-05 of the Administrative Code. If the arrearage remains on the customer's account and the customer fails to make extended payment arrangements, the gas or natural gas utility company may initiate disconnection procedures for failure to pay the remaining arrearage.

(H) No gas or natural gas utility company shall require a deposit on graduate PIPP customer accounts while the customer is enrolled in graduate PIPP. The gas or natural gas utility company may assess the customer a deposit, pursuant to rule 4901:1-17-04 of the Administrative Code, if the customer elects to terminate participation in graduate PIPP or the customer's participation in PIPP is terminated.

(I) No gas or natural gas utility company shall apply late fees to a graduate PIPP customer's account.

4901:1-18-17 Removal from or termination of customer participation in the percentage of income payment plan.

(A) The gas or natural gas utility company shall remove a percentage of income payment plan (PIPP) customer from PIPP when the customer fails to comply with the requirements set forth in paragraph (B), (C), or (D) of rule 4901:1-18-12 of the Administrative Code.

(B) After removal from PIPP for failure to timely reverify eligibility, the former PIPP customer may re-enroll in PIPP and must make any missed income-based payments to bring the account current.

(C) If a customer is removed from PIPP for failure to timely reverify eligibility and fails to reverify and re-enroll in PIPP or to qualify for graduate PIPP pursuant to paragraph (D) of rule 4901:1-18-16 of the Administrative Code, the entire account arrearage will become due. The gas or natural gas utility company shall offer the customer an extended payment plan pursuant to paragraph (B) of rule 4901:1-18-05 of the Administrative Code. If the customer fails to make payment under the agreed payment plan, the former PIPP customer's service may be subject to disconnection in accordance with rules 4901:1-18-03 to 4901:1-18-06 of the Administrative Code.

(D) Fraud. The gas or natural gas utility company shall terminate a customer's participation in PIPP when it is determined that the PIPP customer was fraudulently enrolled in the program. The customer shall be required to pay the gas utility the actual bill for gas that the customer consumed during the period in which the customer was fraudulently enrolled minus previously paid PIPP payments. Any arrearage credits which accrued to the customer's account shall be reversed. The customer shall not be eligible to participate in PIPP, graduate PIPP, or to receive any other benefits available to PIPP customers or graduates for twenty-four months from when the customer is removed from PIPP.

(E) Any PIPP customer who tampers with the gas or natural gas utility company's meter, metering equipment or other property, or is the beneficiary of such act, shall comply with the requirements of paragraphs (E)(3)(a) to (E)(3)(d) of rule 4901:1-18-03 of the Administrative Code. Furthermore, to clarify the application of paragraph (E)(3)(b) of rule 4901:1-18-03 of the Administrative Code, the amount of the arrearages generated by the unauthorized usage shall be removed from the customer's arrearages and shall be paid by the customer before service is restored. Any usage charges previously credited to the customer as a result of the arrearage crediting program shall be reversed and are also due before service shall be restored.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**RATE RS**

**RESIDENTIAL SERVICE**

**APPLICABILITY**

Applicable to gas service required for residential purposes when supplied at one point of delivery where distribution mains are adjacent to the premises to be served.

**NET MONTHLY BILL**

The Net Monthly Bill is determined as follows:
All delivered gas is billed in units of 100 cubic feet (CCF).

| | |
|---|---|
| Fixed Delivery Service Charge per month | $43.29 |
| Plus a Usage-Based Charge for | |
| First 400 CCF | $0.099153 per CCF |
| Additional CCF | $0.110750 per CCF |

Plus the applicable charge per month as set forth on:
Sheet No. 61, Rider GTCJA, Gas Tax Cuts and Jobs Act Rider
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

Plus, all delivered gas shall be subject to an adjustment per CCF as set forth on:
Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider
Sheet No. 68, Rider STR, State Tax Rider
Sheet No. 71, Rider GCRR, Gas Cost Recovery Rate
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.

**NATURAL GAS VEHICLE FUELING RIDER**

Any gas delivered under Rate RS for the purpose of a retail residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider.

**EXCISE TAX RIDER**

The net monthly bill shall be adjusted by application of the percent specified on Sheet No. 64, Rider ETR, Ohio Excise Tax Liability Rider, except that finance charges are excluded in the computation of the net bill.

**MINIMUM BILL**

The monthly minimum bill shall be the monthly Fixed Delivery Service Charge and applicable charge under Rider CEP and Rider GTCJA shown above, plus the percentage specified in Rider ETR, Sheet No. 64, Ohio Excise Tax Liability Rider.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**LATE PAYMENT CHARGE**

Payment of the total amount due must be received in the Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance is due and payable. However, this provision is not applicable to:

(1) customers actively enrolled on the Percentage of Income Payment Plan (PIPP) pursuant to Rule 4901:1-18-15 (C), Ohio Administrative Code;

(2) the unpaid account balances of those customers being backbilled in accordance with Section 4933.28 Ohio Revised Code; and

(3) the unpaid account balances of those customers on other Commission approved deferred payment plans or the Budget Billing Plan, except that a late payment charge may be assessed on any deferred payment plan or Budget Billing Plan amount not timely paid.

At a residential customer's request, the Company will waive a late payment charge where the current charge is the only late payment charge levied in the most recent twelve month period.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

# RATE GS-S

## GENERAL SERVICE - SMALL

**APPLICABILITY**

Applicable to gas service required for any purpose by an individual non-residential customer using 4,000 CCF or less during the prior calendar year at one premises when supplied at one point of delivery where distribution mains are adjacent to the premises to be served.

**NET MONTHLY BILL**

The Net Monthly Bill is determined as follows:
All delivered gas is billed in units of 100 cubic feet (CCF).

| | |
|---|---|
| Fixed Delivery Service Charge per month | $132.46 |
| Plus a Usage-Based Charge for<br>All CCF delivered at | $0.135502 per CCF |

Plus the applicable charge per month as set forth on:
- Sheet No. 61, Rider GTCJA, Gas Tax Cut and Jobs Act Rider
- Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

Plus, all delivered gas shall be subject to an adjustment per CCF as set forth on:
- Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan
- Sheet No. 67, Rider UE-G, Uncollectible Expense Rider
- Sheet No. 68, Rider STR, State Tax Rider
- Sheet No. 71, Rider GCRR, Gas Cost Recovery Rate
- Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.

**NATURAL GAS VEHICLE FUELING RIDER**

Any gas delivered under Rate GS-S for the purpose of a:

1. Retail non-residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises

and/or a

2. Commercial NGV fueling stations in the business of selling natural gas to the general public for the purpose of fueling NGV's

shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**EXCISE TAX RIDER**

The net monthly bill shall be adjusted by application of the percent specified on Sheet No. 64, Rider ETR, Ohio Excise Tax Liability Rider, except that finance charges are excluded in the computation of the net bill.

**MINIMUM BILL**

The monthly minimum bill shall be the monthly Fixed Delivery Service Charge and applicable charge under Rider CEP and Rider GTCJA shown above, plus the percentage specified in Rider ETR, Sheet No. 64, Ohio Excise Tax Liability Rider.

**LATE PAYMENT CHARGE**

Payment of the total amount due must be received in the Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance is due and payable.

**TERM OF SERVICE**

One year, terminable thereafter on three (3) days written notice by either customer or Company. In the case of customers who switch to Rate GS-S due to the cancellation of their contract with a Supplier, they will have sixty (60) days to sign up with a new Supplier. If customer remains on Rate GS-S for longer than sixty (60) days, then the one (1) year term will commence as of the date customer began service on Rate GS-S.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**RATE RFT**

**RESIDENTIAL FIRM TRANSPORTATION SERVICE**

**AVAILABILITY**

Firm transportation service for residential purposes, which is provided from the Company's city gate receipt points to the outlet side of Company's meter. Service is available to all residential customers, except for those customers whose utility service accounts are past due at the time customer desires to utilize this service. The Company may terminate a customer's supplier contract for non-payment and return the customer to the Company's sales service only if: (1) the Supplier has made an affirmative request for the Company to act as its agent to terminate customer contracts for non-payment; and (2) the Supplier has included, in its customer contracts, a notice that the Company can terminate such contracts for non-payment. Where the Supplier is performing its own billing of the gas supply, termination of the agreement will be at the discretion of the Supplier, as specified in the Supplier contracts for service. In either case, the Supplier or the Company shall give no less than 30 days written notice that the customer will be switched from the Supplier and revert to the Company unless the past due amount is paid by the customer's next scheduled bill due date. If the past due amount is paid by the next scheduled bill due date, the customer will not revert to the Company and will remain with the Supplier. If the Company provides the late payment notice to the customer, it will send a copy of the notice to the customer's Supplier. A customer must enter into an agreement with a Supplier who meets the Company's requirements for participation in this pooling program pursuant to Rate FRAS, Sheet No. 44.

Gas transported under this tariff shall be for customer's sole use at one point of delivery where distribution mains are adjacent to the premises to be served. Any gas provided hereunder shall be provided by displacement.

Residential customers who are enrolled in income payment plans pursuant to Rule 4901:1-18-12, Ohio Administrative Code (PIPP customers), shall be provided their alternative gas supply service exclusively through their own supply pool, for which gas is provided by a willing Supplier whose bid has been approved by the Public Utilities Commission of Ohio.

**DEFINITIONS**

Terms used in this tariff are defined in the same manner as set forth in Rate FRAS, Sheet No. 44.

**CHANGES IN CUSTOMERS' SERVICE ELECTIONS**

Customers who elect service under this tariff and later return to Company's sales service may do so only in accordance with the requirements of the Company's tariffs and applicable regulations of the Public Utilities Commission of Ohio. If a customer voluntarily elects to return to the Company's sales service, all incremental gas procurement, upstream transportation, and storage costs incurred by the Company in order to return a customer to sales service shall be borne by customer pursuant to the Commission's Gas Transportation Program Guidelines adopted in Case No. 85-800-GA-COI.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**NET MONTHLY BILL**

The Net Monthly Bill is determined as follows:
All delivered gas is billed in units of 100 cubic feet (CCF).

| | |
|---|---|
| Fixed Delivery Service Charge per month | $43.29 |
| Plus a Usage-Based Charge per CCF for each CCF of gas transported for customer from Company's city-gate measuring stations to the outlet side of Company's meter used to measure deliveries to customer at: | |
| First 400 CCF | $0.099153 per CCF |
| Additional CCF | $0.110750 per CCF |

Plus the applicable charge per month as set forth on:
Sheet No. 61, Rider GTCJA, Gas Tax Cut and Jobs Act Rider
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

Plus, all transported gas shall be subject to an adjustment per CCF as set forth on:
Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan
Sheet No. 66, Rider GSR, Gas Surcredit Rider
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider
Sheet No. 68, Rider STR, State Tax Rider
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.

Plus, or minus, rate adjustments which may occur as a result of changes in the rates of interstate pipelines, or of rulings of the Public Utilities Commission of Ohio and/or the Federal Energy Regulatory Commission, and for which it is determined that all customers should be allocated some portion of the corresponding costs or refunds.

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**NET MONTHLY BILL** (**Cont'd.)**

In addition, the net monthly bill, as calculated above, shall be adjusted by application of the percent specified on Sheet No. 64, Rider ETR, Ohio Excise Tax Liability Rider, except that finance charges are excluded in the computation of the net bill.

Customer and/or its Suppliers shall be responsible for the collection and payment of excise taxes, revenue taxes, or similar taxes on the gas supplies that customer purchases from its Supplier.

**MINIMUM BILL**

The monthly minimum bill shall be the Fixed Delivery Service Charge and applicable charge under Rider CEP and Rider GTCJA shown above plus the percentage specified in Rider ETR, Sheet No. 64, the Ohio Excise Tax Liability Rider.

**NATURAL GAS VEHICLE FUELING RIDER**

Any gas delivered under Rate RFT for the purpose of a retail residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider.

**GENERAL TERMS AND CONDITIONS**

1. Approved Supplier List

   Company shall maintain a list of qualified Suppliers from which customer can choose. Such list shall include Suppliers who sign a Gas Supply Aggregation/Customer Pooling Agreement in which Supplier agrees to participate in, and abide by Company's requirements for, its pooling program. This list shall be available to any customer upon request.

2. Applications and Service Date

   A customer who desires service under this tariff shall apply through its chosen Supplier. Unless the Company determines that the customer is not eligible to become a transportation customer of the Supplier, the Company shall transfer the customer to the Supplier's pool on the customer's next regularly scheduled meter reading date that is twelve (12) or more calendar days from the date the Company receives the transfer request from the Supplier. The Company shall notify the Supplier of the actual transfer date.

   A customer may request termination of service under this tariff and return to the Company's sales service by notifying the Company, and the request will become effective on the customer's next regularly scheduled meter reading date that is twelve (12) or more calendar days from the receipt of such notification. In the event that a customer is returned to sales service for non-payment, the Supplier shall provide the Company with notice of termination and shall comply with all notice requirements of the Suppliers' Code of Conduct set forth in Rate FRAS, Sheet No. 44.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**GENERAL TERMS AND CONDITIONS (Cont'd)**

3. Delivery Pressure and Gas Composition

Gas service under this tariff shall be at the pressure that is currently available at customer's premises.

4. Regulatory Approvals

Customer's Supplier shall be responsible for making all necessary arrangements and securing all requisite regulatory or governmental approvals, certificates or permits to enable gas to be delivered to Company's system.

**LATE PAYMENT CHARGE**

Payment of the total amount due must be received in Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance of the bill is due and payable. However, this provision is not applicable to:

(1) the unpaid account balances of those customers being back-billed in accordance with Section 4933.28 Ohio Revised Code;

(2) the unpaid account balances of those customers on other Commission-approved deferred payment plans or the Budget Billing Plan, except that a late payment charge may be assessed on any deferred payment plan or Budget Billing Plan amount not timely paid: and

(3) the unpaid gas commodity portion of account balances of those customers served by a Supplier participating in the Company's Choice Program where Company has not agreed to purchase the Supplier's accounts receivable.

At a residential customer's request, the Company will waive a late payment charge where the current charge is the only late payment charge levied in the most recent twelve-month period.

**SERVICE REGULATIONS**

The supplying of, and billing for, service, and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio and to Company's Service Rules and Regulations currently in effect as filed with the Public Utilities Commission of Ohio and as provided by law and by the regulations of the Public Utilities Commission of Ohio.

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**RATE RSLI**

**RESIDENTIAL SERVICE LOW INCOME**

**APPLICABILITY**

Applicable to gas service required for residential purposes when supplied at one point of delivery where distribution mains are adjacent to the premises to be served. Eligible customers are non-PIPP, low usage residential customers verified at or below 175% of poverty level. The total number of customers that may receive service under Rate RSLI and Rate RFTLI is 10,000.

**NET MONTHLY BILL**

The Net Monthly Bill is determined as follows:
All delivered gas is billed in units of 100 cubic feet (CCF).

| | |
|---|---|
| Fixed Delivery Service Charge per month | $39.29 |
| Plus a Usage-Based Charge for | |
| All CCF | $0.099153 per CCF |

Plus the applicable charge per month as set forth on:
Sheet No. 61, Rider GTCJA, Gas Tax Credit and Jobs Act Rider
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

Plus, all delivered gas shall be subject to an adjustment per CCF as set forth on:
Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider
Sheet No. 68, Rider STR, State Tax Rider.
Sheet No. 71, Rider GCRR, Gas Cost Recovery Rate
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.

**NATURAL GAS VEHICLE FUELING RIDER**

Any gas delivered under Rate RSLI for the purpose of a retail residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider.

**EXCISE TAX RIDER**

The net monthly bill shall be adjusted by application of the percent specified on Sheet No. 64, Rider ETR, Ohio Excise Tax Liability Rider, except that finance charges are excluded in the computation of the net bill.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**MINIMUM BILL**

The monthly minimum bill shall be the monthly Fixed Delivery Service Charge and applicable charge under Rider CEP and Rider GTCJA shown above, plus the percentage specified in Rider ETR, Sheet No. 64, Ohio Excise Tax Liability Rider.

**LATE PAYMENT CHARGE**

Payment of the total amount due must be received in the Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance is due and payable. However, this provision is not applicable to:

(1) the unpaid account balances of those customers being backbilled in accordance with Section 4933.28 Ohio Revised Code; and

(2) the unpaid account balances of those customers on other Commission-approved deferred payment plans or the Budget Billing Plan, except that a late payment charge may be assessed on any deferred payment plan or Budget Billing Plan amount not timely paid.

At a residential customer's request, the Company will waive a late payment charge where the current charge is the only late payment charge levied in the most recent twelve-month period.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

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139 East Fourth Street
Cincinnati, Ohio 45202

# RATE GS-L

## GENERAL SERVICE - LARGE

**APPLICABILITY**

Applicable to gas service required for any purpose by an individual non-residential customer using more than 4,000 CCF during the prior calendar year at one premises when supplied at one point of delivery where distribution mains are adjacent to the premises to be served.

**NET MONTHLY BILL**

The Net Monthly Bill is determined as follows:
All delivered gas is billed in units of 100 cubic feet (CCF).

| | |
|---|---|
| Fixed Delivery Service Charge per month | $338.82 |
| Plus a Usage-Based Charge for<br>All CCF delivered at | $0.130622 per CCF |

Plus the applicable charge per month as set forth on:
Sheet No. 61, Rider GTCJA, Gas Tax Cut and Jobs Act Rider
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

Plus, all delivered gas shall be subject to an adjustment per CCF as set forth on:
Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider
Sheet No. 68, Rider STR, State Tax Rider
Sheet No. 71, Rider GCRR, Gas Cost Recovery Rate
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.

**NATURAL GAS VEHICLE FUELING RIDER**

Any gas delivered under Rate GS-L for the purpose of a:

1. Retail non-residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises

and/or a

2. Commercial NGV fueling stations in the business of selling natural gas to the general public for the purpose of fueling NGV's

shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**EXCISE TAX RIDER**

The net monthly bill shall be adjusted by application of the percent specified on Sheet No. 64, Rider ETR, Ohio Excise Tax Liability Rider, except that finance charges are excluded in the computation of the net bill.

**MINIMUM BILL**

The monthly minimum bill shall be the Fixed Delivery Service Charge and applicable charge under Rider CEP and Rider GTCJA shown above, plus the percentage specified in Rider ETR, Sheet No. 64, Ohio Excise Tax Liability Rider.

**LATE PAYMENT CHARGE**

Payment of the total amount due must be received in the Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance is due and payable.

**TERM OF SERVICE**

One (1) year, terminable thereafter on three (3) days written notice by either customer or Company. In the case of customers who switch to Rate GS-L due to the cancellation of their contract with a Supplier, they will have sixty (60) days to sign up with a new Supplier. If customer remains on Rate GS-L for longer than sixty (60) days, then the one (1) year term will commence as of the date customer began service on Rate GS-L.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

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139 East Fourth Street
Cincinnati, Ohio 45202

**RATE RFTLI**

**RESIDENTIAL FIRM TRANSPORTATION SERVICE – LOW INCOME**

**AVAILABILITY**

Firm transportation service for residential purposes, which is provided from the Company's city gate receipt points to the outlet side of Company's meter. Service is available to eligible residential customers, except for those customers whose utility service accounts are past due at the time customer desires to utilize this service. Eligible customers are non-PIPP, low usage residential customer verified at or below 175% of poverty level. The total number of customers who may receive service under Rate RSLI and Rate RFTLI is 10,000. The Company may terminate a customer's supplier contract for non-payment and return the customer to the Company's sales service only if: (1) the Supplier has made an affirmative request for the Company to act as its agent to terminate customer contracts for non-payment; and (2) the Supplier has included in its customer contracts, a notice that the Company can terminate such contracts for non-payment. Where the Supplier is performing its own billing of the gas supply, termination of the agreement will be at the discretion of the Supplier, as specified in the Supplier contracts for service. In either case, the Supplier or the Company shall give no less than 30 days written notice that the customer will be switched from the Supplier and revert to the Company unless the past due amount is paid by the customer's next scheduled bill due date. If the past due amount is paid by the next scheduled bill due date, the customer will not revert to the Company and will remain with the Supplier. If the Company provides the late payment notice to the customer, it will send a copy of the notice to the customer's Supplier. A customer must enter into an agreement with a Supplier that meets the Company's requirements for participation in this pooling program pursuant to Rate FRAS, Sheet No. 44.

Gas transported under this tariff shall be for customer's sole use at one point of delivery where distribution mains are adjacent to the premises to be served. Any gas provided hereunder shall be provided by displacement.

**DEFINITIONS**

Terms used in this tariff are defined in the same manner as set forth in Rate FRAS, Sheet No. 44.

**CHANGES IN CUSTOMERS' SERVICE ELECTIONS**

Customers who elect service under this tariff and later return to Company's sales service may do so only in accordance with the requirements of the Company's tariffs and applicable regulations of the Public Utilities Commission of Ohio. If a customer voluntarily elects to return to the Company's sales service, all incremental gas procurement, upstream transportation, and storage costs incurred by the Company in order to return a customer to sales service shall be borne by customer pursuant to the Commission's Gas Transportation Program Guidelines adopted in Case No. 85-800-GA-COI.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**NET MONTHLY BILL**

The Net Monthly Bill is determined as follows:
All delivered gas is billed in units of 100 cubic feet (CCF).

| | |
|---|---|
| Fixed Delivery Service Charge per month | $39.29 |
| Plus a Usage-Based Charge per CCF for each CCF of gas transported for customer from Company's city-gate measuring stations to the outlet side of Company's meter used to measure deliveries to customer at: | |
| All CCF | $0.099153 per CCF |

Plus the applicable charge per month as set forth on:
Sheet No. 61, Rider GTCJA, Gas Tax Cut and Jobs Act Rider
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

Plus, all transported gas shall be subject to an adjustment per CCF as set forth on:
Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan
Sheet No. 66, Rider GSR, Gas Surcredit Rider
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider
Sheet No. 68, Rider STR, State Tax Rider
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.

Plus, or minus, rate adjustments which may occur as a result of changes in the rates of interstate pipelines, or of rulings of the Public Utilities Commission of Ohio and/or the Federal Energy Regulatory Commission, and for which it is determined that all customers should be allocated some portion of the corresponding costs or refunds.

In addition, the net monthly bill, as calculated above, shall be adjusted by application of the percent specified on Sheet No. 64, Rider ETR, Ohio Excise Tax Liability Rider, except that finance charges are excluded in the computation of the net bill.

Customer and/or its Suppliers shall be responsible for the collection and payment of excise taxes, revenue taxes, or similar taxes on the gas supplies that customer purchases from its Supplier.

**MINIMUM BILL**

The monthly minimum bill shall be the Fixed Delivery Service Charge and applicable charge under Rider CEP and Rider GTCJA shown above plus the percentage specified in Rider ETR, Sheet No. 64, the Ohio Excise Tax Liability Rider.

**NATURAL GAS VEHICLE FUELING RIDER**

Any gas delivered under Rate RFTLI for the purpose of a retail residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider.

**GENERAL TERMS AND CONDITIONS**

1. Approved Supplier List

   Company shall maintain a list of qualified Suppliers from which customer can choose. Such list shall include Suppliers that sign a Gas Supply Aggregation/Customer Pooling Agreement in which Supplier agrees to participate in, and abide by Company's requirements for, its pooling program. This list shall be available to any customer upon request.

2. Applications and Service Date

   A customer who desires service under this tariff shall apply through its chosen Supplier. Unless the Company determines that the customer is not eligible to become a transportation customer of the Supplier, the Company shall transfer the customer to the Supplier's pool on the customer's next regularly scheduled meter reading date that is twelve (12) or more calendar days from the date the Company receives the transfer request from the Supplier. The Company shall notify the Supplier of the actual transfer date.

   A customer may request termination of service under this tariff and return to the Company's sales service by notifying the Company, and the request will become effective on the customer's next regularly scheduled meter reading date that is twelve (12) or more calendar days from the receipt of such notification. In the event that a customer is returned to sales service for non-payment, the Supplier shall provide the Company with notice of termination and shall comply with all notice requirements of the Suppliers' Code of Conduct set forth in Rate FRAS, Sheet No. 44.

3. Delivery Pressure and Gas Composition

   Gas service under this tariff shall be at the pressure that is currently available at customer's premises.

**GENERAL TERMS AND CONDITIONS (Cont'd)**

4. Regulatory Approvals

Customer's Supplier shall be responsible for making all necessary arrangements and securing all requisite regulatory or governmental approvals, certificates or permits to enable gas to be delivered to Company's system.

**LATE PAYMENT CHARGE**

Payment of the total amount due must be received in Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance of the bill is due and payable. However, this provision is not applicable to:

(1) the unpaid account balances of those customers being backbilled in accordance with Section 4933.28 Ohio Revised Code;

(2) the unpaid account balances of those customers on other Commission-approved deferred payment plans or the Budget Billing Plan, except that a late payment charge may be assessed on any deferred payment plan or Budget Billing Plan amount not timely paid; and

(3) the unpaid gas commodity portion of account balances of those customers served by a Supplier participating in the Company's Choice Program where Company has not agreed to purchase the Supplier's accounts receivable.

At a residential customer's request, the Company will waive a late payment charge where the current charge is the only late payment charge levied in the most recent twelve-month period.

**SERVICE REGULATIONS**

The supplying of, and billing for, service, and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio and to Company's Service Rules and Regulations currently in effect as filed with the Public Utilities Commission of Ohio and as provided by law and by the regulations of the Public Utilities Commission of Ohio.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**RATE FT-L**

**FIRM TRANSPORTATION SERVICE - LARGE**

**AVAILABILITY**

Firm full requirements transportation service for an individual non-residential customer using more than 4,000 CCF during the prior calendar year at one premises, which is provided from the Company's city gate receipt points to the outlet side of Company's meter used to serve the customer. This service is available within the Company's entire service territory, and at the customer's option, to serve the firm service requirements of interruptible transportation customers in combination with service under Rate IT to all non-residential customers except for those customers whose utility service accounts are past due at the time customer desires to utilize this service. The Company may terminate a customer's supplier contract for non-payment and return the customer to the Company's service only if: (1) the Supplier has made an affirmative request for the Company to act as its agent to terminate customer contracts for non-payment; and (2) the Supplier has included, in its customer contracts, a notice that the Company can terminate such contracts for non-payment. Where the Supplier is performing its own billing of the gas supply, termination of the agreement will be at the discretion of the Supplier, as specified in the Supplier contracts for service. The Supplier or the Company shall give no less than 30 days written notice that the customer will be switched from the Supplier and revert to the Company unless the past due amount is paid by the customer's next scheduled bill due date. If the past due amount is paid by the next scheduled bill due date, the customer will not revert to the Company and will remain with the Supplier. If the Company provides the late payment notice to the customer, it will send a copy of the notice to the customer's Supplier. Service shall be provided on demand from the Company's city gate receipt points to the outlet side of Company's meter used to serve the customer. Customer must enter into a "pooling" agreement with a Supplier that meets the Company's requirements for participation in this pooling program, and must arrange for the delivery of gas into Company's system.

Customers who believe that they will significantly increase throughput, from their historic firm service levels, shall so inform the Company.

Except as provided under Company Rider NGV, gas transported under this tariff shall be for customer's sole use at one point of delivery where distribution mains are adjacent to the premises to be served. Any gas provided hereunder shall be provided by displacement.

**DEFINITIONS**

Terms used in this tariff are defined in the same manner as set forth in Rate FRAS, Sheet No. 44.

**CHANGES IN CUSTOMERS' SERVICE ELECTIONS**

Customers who elect service under this tariff and later return to Company's sales service may do so only in accordance with the requirements of the Company's tariffs and applicable regulations of the Public Utilities Commission of Ohio. If a customer voluntarily elects to return to the Company's sales service, all incremental gas procurement, upstream transportation, and storage costs incurred by Company in order to return customer to sales service shall be borne by customer pursuant to the Commission's Gas Transportation Program Guidelines adopted in Case No. 85-800-GA-COI.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**CHARACTER OF SERVICE**

Service provided under this schedule shall be firm service.

**NET MONTHLY BILL**

The Net Monthly Bill shall be determined in accordance with the following rates and charges:

| | |
|---|---|
| Fixed Delivery Service Charge | $338.82 |
| Plus a Usage-Based Charge per CCF for each CCF of gas transported for customer from Company's city-gate measuring stations to the outlet side of Company's meter used to measure deliveries to the customer: | $0.130622 per CCF |

Plus the applicable charge per month as set forth on:
Sheet No. 61, Rider GTCJA, Gas Tax Cut and Jobs Act Rider
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

Plus, all transported gas shall be subject to an adjustment per CCF as set forth on:
Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan
Sheet No. 66, Rider GSR, Gas Surcredit Rider
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider
Sheet No. 68, Rider STR, State Tax Rider
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.

Plus, or minus, rate adjustments which may occur as a result of changes in the rates of interstate pipelines, or of rulings of the Public Utilities Commission of Ohio and/or the Federal Energy Regulatory Commission, and for which it is determined that all customers should be allocated some portion of the corresponding costs or refunds.

In addition, the net monthly bill, as calculated above, shall be adjusted by application of the percent specified on Sheet No. 64, Rider ETR, Ohio Excise Tax Liability Rider, except that finance charges are excluded in the computation of the net bill.

Customer and/or its Supplier shall be responsible for the collection and payment of excise taxes, revenue taxes, or similar taxes on the gas supplies that customer purchases from its Supplier.

**MINIMUM BILL**

The monthly minimum bill shall be the Fixed Delivery Service Charge and applicable charge under Rider CEP and Rider GTCJA shown above, plus the percentage specified in Rider ETR, Sheet No. 64, Ohio Excise Tax Liability Rider.

**NATURAL GAS VEHICLE FUELING RIDER**

Any gas delivered under Rate FT-L for the purpose of a:

1. Retail non-residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises

and/or a

2. Commercial NGV fueling stations in the business of selling natural gas to the general public for the purpose of fueling NGV's

shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider.

**LATE PAYMENT CHARGE**

Payment of the total amount due must be received in Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance of the bill is due and payable. However, this provision is not applicable to the unpaid account balances of those customers being back-billed in accordance with Section 4933.28 Ohio Revised Code, or to the unpaid gas commodity portion of account balances of those customers served by a Supplier participating in the Company's Choice Program where Company has not agreed to purchase the Supplier's accounts receivable.

**GENERAL TERMS AND CONDITIONS**

1. Approved Supplier List

   Company shall maintain a list of qualified Suppliers from which customer can choose. Such list shall include Suppliers who sign a Gas Supply Aggregation/Customer Pooling Agreement in which Supplier agrees to participate in, and abide by Company's requirements for, its pooling program. This list shall be available to customer upon request.

2. Applications and Service Date

   A customer who desires service under this tariff shall apply through its chosen Supplier. Unless the Company determines that the customer is not eligible to become a transportation customer of the Supplier, the Company shall transfer the customer to the Supplier's pool on the customer's next regularly scheduled meter reading date that is twelve (12) or more calendar days from the date the Company receives the transfer request from the Supplier. The Company shall notify the Supplier of the actual transfer date.

**GENERAL TERMS AND CONDITIONS (Cont'd)**

A customer may request termination of service under this tariff and return to the Company's sales service by notifying the Company, and the request will become effective on the customer's next regularly scheduled meter reading date that is twelve (12) or more calendar days from the receipt of such notification. In the event that a customer is returned to sales service for non-payment, the Supplier shall provide the Company with notice of termination and shall comply with any notice requirements of the Supplier's Code of Conduct set forth in Rate FRAS, Sheet No. 44.

3. Delivery Pressure and Gas Composition

Gas service under this tariff shall be at the pressure that is currently available at customer's premise.

4. Service Term

Except customers returned for non-payment or for good cause shown, a customer who elects service under this tariff, other than a small commercial customer, shall not be permitted to return to Company's sales service for at least one (1) year.

5. Regulatory Approvals

Customer's Supplier shall be responsible for making all necessary arrangements and securing all requisite regulatory or governmental approvals, certificates or permits to enable gas to be delivered to the Company's system.

**AUTOMATIC METER READING EQUIPMENT**

If the customer requests the Company to install remote meter reading equipment at customer's meter location in order to monitor the customer's usage on a daily basis, customer shall be responsible for the cost of such equipment, either through a lump-sum payment or monthly facilities charges, at the Company's option, designed to reimburse the Company for the cost of such equipment. Customer will also be responsible for installing and maintaining, at Customer's expense, a dedicated electrical service, in a location suitable to provide electrical service for the Company's telemetering or natural gas meter and regulating equipment at voltage sufficient to support such equipment, or such other equipment or utilities that may be necessary at Customer's meter site. Customer shall also be responsible for the monthly charges for such other necessary equipment or utilities.

**AUTOMATIC METER READING EQUIPMENT (Cont'd)**

In the event customer, in cooperation with its Supplier, wishes to install telemetering devices or related equipment in order to monitor consumption, the Company shall provide the necessary interface with its meters. Customer shall be responsible for the costs of providing such interface, including the cost of electric and or telephone services, if required. Customer shall pay the Company, either through a lump sum payment or monthly facilities charges, at the Company's option, designed to reimburse Company for the cost of providing such interface. Customer shall be solely responsible for installing, maintaining, and operating devices that it installs. Customer, or its agent, shall provide the Company with daily usage data if requested by the Company. In the event of disagreement between the parties, the Company's metered consumption data shall be used for all billings to the customer.

**CURTAILMENT OF SERVICE**

Company may curtail service under this rate schedule in accordance with curtailment procedures on file with, and approved by, the Public Utilities Commission of Ohio. In the event customer fails to comply with the Company's direction to curtail, the Company reserves the right to physically discontinue service to the customer. Company shall not be liable in damages or otherwise to customer for any loss of production, other claim, or any consequences occasioned by customer as a result of such curtailment or because of the lack of advance notice to customer of such curtailment.

**SERVICE REGULATIONS**

The supplying of, and billing for, service, and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio and to Company's Service Rules and Regulations currently in effect as filed with the Public Utilities Commission of Ohio and as provided by law and by the regulations of The Public Utilities Commission of Ohio.

**RATE IS**

**INTERRUPTIBLE SALES SERVICE**

**AVAILABILITY**

Curtailable natural gas local delivery service available to any customer that: (1) signs a contract with the Company for service under Rate IS; (2) utilizes a minimum of 10,000 CCF per month during each of the seven consecutive billing periods commencing with customer's first meter reading taken during the month of April. Any service hereunder shall be provided on a best efforts basis. The Company reserves the right to decline requests to initiate or continue such service whenever, in the Company's judgment, rendering this service would be detrimental to the operation of the Company's system or its ability to supply gas to customers receiving service under the provisions of Rates RS, RSLI, RFT, RFTLI, GS-S, GS-L, FT-S, FT-L, DGS, and SS.This tariff schedule shall not preclude the Company, with Commission approval, from entering into special arrangements that are designed to meet unique circumstances.

**NET MONTHLY BILL**

The Net Monthly Bill is determined as follows:
All gas consumed is billed in units of 100 cubic feet (CCF).

| | |
|---|---|
| Administrative Charge | $622.39 |
| Commodity Charge: | |
| First 250,000 CCF delivered at | $ 0.125963 per CCF |
| Additional CCF delivered at | $ 0.090445 per CCF |

Plus, if applicable, all delivered gas shall be subject to an adjustment per CCF as set forth on:
Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider
Sheet No. 68, Rider STR, State Tax Rider
Sheet No. 71, Rider GCRR, Gas Cost Recovery Rate
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider.

In addition, customer’s net monthly bill shall be adjusted by application of the percent specified on Sheet No. 64, Rider ETR, Ohio Excise Tax Liability Rider, except that finance charges are excluded in the computation of the net bill.

Minimum: Customer will be subject to a monthly minimum bill requirement equivalent to the monthly Administrative Charge shown above, plus the Ohio Excise Tax Liability Rider and the State Tax Rider, and in addition thereto during the seven consecutive billing periods beginning in April, a 10,000 CCF per month throughput volume minimum.

If customer fails to take delivery of 10,000 CCF per month during the months of April through October, customer will be charged, in addition to the Administrative Charge and the charges for the delivered volume and the applicable Excise Tax Rider and State Tax Rider, an amount equal to the difference between 10,000 CCF and the delivered volume billed at Rate GS-S, including all applicable Riders.

Filed pursuant to Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**NET MONTHLY BILL (Cont'd)**

In the event that customer repeatedly and significantly fails to meet the minimum throughput requirement of this tariff, customer may, at the Company's option, be removed from this tariff and denied further service, or may be switched to Rates GS-S, GS-L, FT-S, or FT-L.

**NATURAL GAS VEHICLE FUELING RIDER**

Any gas delivered under Rate IS for the purpose of a:

1. Retail non-residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises

and/or a

2. Commercial NGV fueling stations in the business of selling natural gas to the general public for the purpose of fueling NGVs

shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider.

**UNAUTHORIZED DELIVERIES**

In the event customer fails to interrupt transportation deliveries at Company's request, any excess deliveries through customer's meter will be considered unauthorized deliveries that are subject to the flow-through-of-pipeline penalty charges to the extent that they are incurred by the Company, and, in addition thereto, shall be paid for as specified under the "Charges For Unauthorized Deliveries" provision of this rate schedule. However, Company shall not be precluded from physically discontinuing service to the customer if customer refuses to interrupt service when requested by Company.

**CHARGES FOR UNAUTHORIZED DELIVERIES**

Any customer taking unauthorized deliveries shall be billed an amount reflective of the general service rate, Rate GS-S, Sheet No. 32, including the expected gas cost component of the gas cost recovery rate or Company's highest cost gas, and one (1) month's demand charges on the volume difference (this charge shall not be imposed more frequently than once in any thirty-day period), and/or, if so required to effectuate compliance with the interruptible provisions of this schedule, the cost incurred by the Company to valve-off the service. In any event, customer shall reimburse the Company for any interstate pipeline penalty charges resulting from such unauthorized deliveries.

**LATE PAYMENT CHARGE**

Payment of the total amount due must be received in the Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance is due and payable.

**TERMS AND CONDITIONS**

The customer shall enter into a written agreement with the Company. Such agreement shall set forth specific arrangements as to the services provided as well as the level of firm gas required by customer and any other circumstances relating to the individual customer.

Filed pursuant to Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**TERMS AND CONDITIONS (Contd.)**

The Company's "best efforts" are defined as the right, at any time, to curtail or interrupt the delivery of gas under this tariff when, in the judgment of the Company, such curtailment or interruption is necessary to enable the Company to maintain deliveries to higher priority customers or to respond to any emergency.

In order to qualify for Rate IS service, customers who satisfy the definition of human needs and public welfare customers and primary and secondary schools must purchase standby service, or have alternative fuel capability, or have a combination thereof sufficient to maintain minimal operations.

A human needs and public welfare customer is a customer whose facilities are used for residential dwelling on either a permanent or temporary basis; commercial customers of a residential nature; other customers whose service locations are places of the kind where the element of human welfare is the predominant factor; and civil and governmental customers whose facilities are required in the performance of protecting and preserving the public health, safety, and welfare. Such facilities shall include, but are not limited to, houses, apartment buildings, correctional institutions, hospitals, nursing homes, and charitable institutions. Specifically excluded are hotels and motels used for temporary lodging and not used as a principal place of residence on a monthly or yearly basis.

In order to administer the provisions of this tariff and monitor customer's daily usage, the Company will install remote metering equipment on customer's meter site. Customer will be responsible for payment of the cost of such telemetric equipment, either through a lump-sum payment, or, at the Company's option, through a monthly facilities charge designed to reimburse the Company for the costs of such equipment. As a pre-requisite for receiving service under this tariff, Customer will also be responsible for installing and maintaining, at Customer's expense, a dedicated electrical service, in a location suitable to provide electrical service for the Company's telemetering or natural gas and regulating equipment at voltage sufficient to support such equipment, or such other equipment or utilities that may be necessary at Customer's meter site. Customer shall also be responsible for the monthly charges for such other necessary equipment or utilities.

The primary term of contract shall be a minimum of one (1) year. After completion of the primary term, such contract shall continue month to month unless cancelled by either party by giving thirty (30) days' written notice. In the event customer re-applies for service under this tariff within one (1) year of having this contract terminated at customer's request, customer shall pay the minimum charges specified in the Net Monthly Bill provision for the number of months customer's service was inactive.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

## RATE FRAS

## FULL REQUIREMENTS AGGREGATION SERVICE

**APPLICABILITY**

This service is available to Suppliers delivering gas on a firm basis to the Company's city gate receipt points on behalf of customers receiving Firm Transportation Service from the Company. The service provided hereunder allows Suppliers to deliver to the Company on an aggregated basis those natural gas supplies that are needed to satisfy the requirements of Customer Pools participating in the Company's firm transportation programs.

**CHARACTER OF SERVICE**

This Tariff Sheet applies to the provision of pooling service for firm gas transportation customers. Suppliers under this Tariff Sheet shall supply the full requirements of their Pool Customers and agree to accept supply management responsibility. Company shall specify, and Supplier shall deliver each day, the Target Supply Quantity for Supplier's Pool.

**GAS SUPPLY AGGREGATION/CUSTOMER POOLING AGREEMENT**

Prior to acting as a Supplier for Pool Customers receiving Firm Transportation Service, Supplier must enter into a Gas Supply Aggregation/Customer Pooling Agreement with the Company. An example of the Gas Supply Aggregation/Customer Pooling Agreement is attached to this Tariff Sheet.

**SUPPLIER INVOICE**

On a monthly basis, the Company will generate, and Supplier will pay, an invoice that includes the costs set forth below in this Tariff Sheet and in Sheet No. 45 herein.

**LATE PAYMENT CHARGE**

Payment of the total amount due must be received by Company, or its authorized agent, by the due date shown on the Supplier's invoice. If the Supplier does not pay the total amount due by the date shown, an additional amount equal to one and one half percent (1.5%) of the total unpaid balance shall also become due and payable.

**RETURNED CHECK CHARGE**

The Returned Check Charge set forth in Sheet No. 45 herein shall be added to the Supplier's account each time a check is returned by the financial institution for insufficient funds.

**MEASUREMENT OF CUSTOMER USAGE VOLUMES**

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

**QUALITY OF GAS DELIVERED BY SUPPLIER**

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

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**TITLE AND WARRANTY**

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

**DEFINITIONS**

"Adjusted Target Supply Quantities" (ATSQ) means the Target Supply Quantities plus or minus any adjustments that the Company may require the Supplier to make to its daily deliveries (i.e., Annual Reconciliation volumes) plus the daily firm (Rate FT) requirements of all customers being served by the Supplier under Rate IT.

"Aggregation Service" is a service provided by the Company that allows Suppliers to deliver to the Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the full firm requirements of the one, or more, firm transportation customers that comprise the membership of the Supplier's Pool, as defined below, all in accordance with the rules established by the Company regarding delivery requirements, banking, billing and payments, and Supplier performance requirements.

"Arrearages" are past due and unpaid amounts owed to the Company. A thirty-day arrears exists when any portion of the previous month's bill is unpaid at the time the current bill is issued. Customers having a thirty-day or more arrears of $50.00 or more are not eligible to participate in the Program. A customer who is current on a payment plan for previously billed and unpaid charges is not considered to have Arrearages when an electronic enrollment to the Company's firm transportation program is received from a Supplier.

"British Thermal Unit" or "Btu" means the quantity of heat required to raise one (1) pound of water (about a pint) one (1) degree Fahrenheit at or near its point of maximum density.

"Ccf" means one hundred cubic feet.

"Commission" means the Public Utilities Commission of Ohio.

"Company" means Duke Energy Ohio.

"Customer" means a residential, non-mercantile, or mercantile recipient of the Company's Sales Service or Transportation Service.

"Default" means the failure of the Company or Supplier to fulfill a duty or obligation set forth in Duke Energy Ohio's tariffs, the Ohio Revised Code, the Ohio Administrative Code, or any agreement or contract between and among the Company and Supplier.

**DEFINITIONS (Contd.)**

"Dekatherm" or "Dth" means a unit of heating value equal to ten (10) Therms or Million Btu's (1 MMBtu).

"Eligible Customer" is a customer who is eligible to participate in a Governmental Aggregation in accordance with section 4929.26 and 4929.27 of the Ohio Revised Code and does not include any of the following: a person that is both a distribution service customer and a mercantile customer on the date of commencement of service to the Governmental Aggregator or the person becomes a distribution service customer after the service commencement date and is also a mercantile customer; a person who is supplied with natural gas sales service pursuant to a contract with a Supplier that is in effect on the effective date of the ordinance or resolution authorizing the aggregation; a person who is supplied with natural gas sales service as part of the Percentage of Income Payment Plan (PIPP) program; or, a customer who has failed to discharge, or enter into a plan to discharge, all existing Arrearages owed to or billed by the Company.

"Enrollment Processing Period" means the number of days required to process a customer's accepted enrollment in the Program pursuant to this Tariff. This process commences with the submission to Company by Supplier of appropriate information for an eligible customer and ends with the termination of the customer's rescission period. The process will take up to twelve (12) calendar days, and includes seven (7) business days from the date the Company sends the customer a letter indicating the customer may rescind its Program enrollment or change in Suppliers.

"Firm Transportation Service" means service under Residential Firm Transportation Service (Rate RFT – Sheet No. 33), Residential Firm Transportation Service – Low Income (Rate RFTLI – Sheet No. 36), Firm Transportation Service - Large (Rate FT-L – Sheet No. 37) or Firm Transportation Service – Small (Rate FT-S – Sheet No. 52).

"Gas Supply Aggregation/Customer Pooling Agreement" is an agreement between the Company and Supplier that defines the mutual responsibilities and obligations of those parties relative to the Aggregation Service provided under Rate FRAS.

"Maximum Daily Quantities" (MDQ) means the expected peak day natural gas usage for a Supplier's Pool of Customers.

"Mcf" means one thousand cubic feet.

"Mercantile Customer" has the meaning set out in division (L) of section 4929.01 of the Ohio Revised Code. In summary, it means a customer that: (1) consumes, other than for residential use, more than 5,000 Ccf of natural gas per year at a single location or as part of an undertaking having more than 3 locations within or outside the state; and (2) that has not filed a declaration with the Commission.

"Negative Imbalance Volume" or "Under-deliveries" is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period exceeds the sum of the volumes available for redelivery by the Company to the Pool during the same period.

**DEFINITIONS (Contd.)**

"OAC" means the Ohio Administrative Code.

"OCC" means the Office of the Ohio Consumers' Counsel.

"Operational Flow Orders" (OFOs) are notices issued by the Company via its electronic bulletin board (EBB) or fax transmission requiring Suppliers to adjust their daily deliveries into the Company's system to match, match or be less than, or match or be more than their Adjusted Target Supply Quantity for the Supplier's Pool of Customers receiving Firm Transportation Service. Supplier shall be required to deliver natual gas, or to cause natural gas to be delivered, into the Company's specified city gate receipt points, if it is determined by the Company to be necessary and the specified receipt points and amounts are identified in the OFO notice posted on the EBB.

"Over-deliveries" or "Positive Imbalance Volume" is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period is less than the sum of the volumes available for redelivery by the Company to the Pool during the same period.

"Pool" is a group of one or more customers receiving service pursuant to firm transportation tariffs that have been joined together pursuant to Rate FRAS, Full Requirements Aggregation Service for supply management purposes. If PIPP Customers are being served by a Supplier, a separate Pool must be comprised entirely of PIPP Customers.

"Pool Customer" means a recipient of Firm Transportation Service provided by the Company under Tariff Sheet Nos. 33, 36, 37 or 52 who receives gas supply from a Supplier as a member of a Pool.

"Pooling Program" refers to the services provided under Residential Firm Transportation Service (Rate RFT – Sheet No. 33), Residential Firm Transportation Service – Low Income (Rate RFTLI – Sheet No. 36), Firm Transportation Service - Large (Rate FT-L – Sheet No. 37), Firm Transportation Service - Small (Rate FT-S – Sheet No. 52), and Full Requirements Aggregation Service (Rate FRAS – Sheet No. 44).

"Pooling Service" means a service provided by the Company that allows Suppliers to deliver to the Company gas supplies needed to satisfy the usage requirements of the customers of the Supplier's Pool, all in accordance with the rules established by the Company in this Tariff Sheet and Gas Supply Aggregation/Customer Pooling Agreement.

"Positive Imbalance Volume" or "Over-deliveries" is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period is less than the sum of the volumes available for redelivery by the Company to the Pool during the same period.

"Program" means the Company's firm transportation/supply aggregation customer choice program under Rate RFT, Rate RFTLI, Rate FT-L and Rate FT-S, and Rate FRAS, respectively.

"PUCO" means the Public Utilities Commission of Ohio.

**DEFINITIONS (Contd.)**

"Sales Service" means service under Residential Service (Rate RS – Sheet No. 30), Residential Service Low Income Pilot (Rate RSLI – Sheet No. 34), General Service – Small (Rate GS-S – Sheet No. 32) or General Service - Large (Rate GS-L – Sheet No. 35).

"Supplier" is a qualified business entity that: (1) has been certified by the PUCO to provide retail natural gas service, (2) has been chosen as a Supplier by a group of one or more customers that qualifies as a Pool, (3) agrees to accept responsibility for the gas supply management of the Pool, (4) meets the Requirements for Supplier Participation set out in this Tariff Sheet, and (5) has executed a Gas Supply Aggregation/Customer Pooling Agreement with the Company.

"Supply Contract" or "Contract" means a contract between the Pool Customer and its Supplier that defines the mutual responsibilities and obligations of those parties relative to customer's purchase and Supplier's sale of gas supplies for delivery to customer pursuant to this Tariff Sheet and the applicable Transportation Service Tariff Sheet.

"Target Supply Quantities" (TSQ) are defined as daily city gate delivery quantities determined from statistical models used to estimate the daily gas usage of the full requirements firm customers in Supplier's Pool. These daily gas usage estimates are adjusted for Unaccounted-for Gas Loss and converted from volumetric to thermal quantities.

"Transportation Service" means service under Residential Firm Transportation Service (Rate RFT – Sheet No. 33), Residential Firm Transportation Service – Low Income (Rate RFTLI – Sheet No. 36), Firm Transportation Service - Large (Rate FT-L – Sheet No. 37), Firm Transportation Service – Small (Rate FT-S – Sheet No. 52) or Interruptible Transportation Service (Rate IT – Sheet No. 51).

"Unaccounted-for Gas Loss" is the difference between the Company's total available gas commodity and the total gas commodity accounted for (metered) as sales and transported volumes. The difference is comprised of factors including but not limited to leakage, discrepancies due to meter inaccuracies, Company use and with the use of cycle billing, an amount of gas used but not billed.

"Unaccounted-for Percentage" means a percentage calculated by dividing the difference between: (1) the aggregate volume of gas received into Company's system from the interstate pipelines plus the volume of vaporized propane, all converted to Mcf using the Btu content associated with such supply source, and (2) the aggregate volume consumed by all of Company's gas customers, stated in Mcf, over that same period, by the Mcf volume calculated in item (1) above.

"Under-deliveries" or "Negative Imbalance Volume" is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period exceeds the sum of the volumes available for redelivery by the Company to the Pool during the same period.

**REQUIREMENTS FOR SUPPLIER PARTICIPATION**

Each Supplier desiring to receive Aggregation Service/Firm Transportation Service from the Company will be evaluated to ensure that it possesses the financial resources and sufficient experience to perform its responsibilities as a Supplier. On the basis of this evaluation, a Supplier's participation may be limited to a level specified by the Company.

In order to assist Company in performing its evaluation, Supplier(s) must do the following:

a) Provide proof of Commission Certification to the Company.
b) Complete and sign the Company's Credit Application form.
c) Complete and sign the Retail Natural Gas Supplier Registration form.
d) Pay a registration fee as set forth in Sheet No. 45 herein.
e) Attend Company-sponsored training for Retail Natural Gas Suppliers.
f) Demonstrate a working understanding of the proper electronic communications capabilities necessary to transact business with the Company.
g) Complete and sign the Company's Gas Supply Aggregation/Customer Pooling Agreement.

Suppliers not meeting the necessary credit level will be required to provide additional security in a form and format specified by the Company.

Financial evaluations will be based on standard credit factors such as financial and credit ratings, trade references, bank information, unused line of credit, Pool Customer payment history, and related financial information that have been independently audited, if available. The Company shall determine creditworthiness based on the above criteria, and will not deny a Supplier's participation in the Program without reasonable cause. A fee will be assessed to the Supplier for each financial evaluation, as set forth in Sheet No. 45 herein.

The Company reserves the right to conduct re-evaluations of Supplier's financial standing from time to time. Such re-evaluation may be initiated either by a request from the Supplier or by the Company, if the Company reasonably believes that the creditworthiness or operating environment of a Supplier may have changed. Based on such re-evaluation, the Company may require the Supplier to increase the amount of its financial security. If the Supplier does not increase its security within five (5) business days of the Company's request or within an additional time period specified by the Company, the Supplier's participation may be suspended or terminated in accordance with the Consequences of Supplier's Failure to Perform or Comply section of this Tariff. The financial evaluation fee set forth in Sheet No. 45 herein will be assessed for such re-evaluations.

**GENERAL PROVISIONS**

A) Suppliers and Governmental Aggregators shall not engage in unfair, misleading, deceptive, or unconscionable acts or practices related to, without limitation, the following activities:

1) Marketing, solicitation, or sale of a competitive retail natural gas service;
2) Administration of contracts for such service; or
3) Provision of such service, including interactions with consumers.

**GENERAL PROVISIONS (Contd.)**

B) Suppliers shall maintain an employee and an office open for business in the state of Ohio.

C) Suppliers and Governmental Aggregators shall not cause or arrange for the disconnection of distribution service, or employ the threat of such actions, as a consequence of contract termination, customer nonpayment, or for any other reason.

D) Suppliers and Governmental Aggregators shall not change or authorize the changing of a customer's Supplier of competitive retail natural service without the customer's prior consent, as provided for under Rule 4901:1-29-06 of the OAC. For the purpose of procuring competitive retail natural gas services, this requirement does not apply to automatic Governmental Aggregation and for the PIPP program.

All Suppliers and Governmental Aggregators shall provide the Commission's staff with a name, telephone number, and e-mail address of a contact person who will respond to Commission concerns pertaining to consumer complaints. If any of the required information relating to the contact person should change, the Supplier or Governmental Aggregator shall provide advance notice of such changes to the Commission.

**RECORDS AND RETENTION**

A) The Company (for records retention related to competitive retail natural gas services), each Supplier and each Governmental Aggregator shall establish and maintain records and data sufficient to:

1) Verify its compliance with the requirements of any applicable Commission rules; and
2) Support any investigation of customer complaints.

B) Unless otherwise prescribed, all required records shall be retained for no less than two years.

C) Unless otherwise prescribed by the Commission or its authorized representatives, all required records required shall be provided to the Commission staff within three (3) business days of its request.

**MARKETING AND SOLICITATION**

A) Each Supplier and Governmental Aggregator that offers competitive retail natural gas service to customers shall provide, in marketing materials that include or accompany a service contract, sufficient information for customers to make informed cost comparisons.

1. For fixed-rate offers, such information shall, at minimum, include:

a) The cost per Ccf or Mcf, whichever is consistent with the Company's current billing format, for natural gas supply;
b) The amount of any other recurring or nonrecurring Supplier or Governmental Aggregator charges; and
c) A statement that the Supplier's or Governmental Aggregator's rate is exclusive of all applicable state and local taxes and the Company's service and delivery charges.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**MARKETING AND SOLICITATION (Contd.)**

2) For variable-rate offers, such information shall, at minimum, include:

a) A clear and understandable explanation of the factors that will cause the price to vary (including any related indices) and how often the price can change;
b) The amount of any other recurring or Supplier or Governmental Aggregator charges; and
c) A statement that the Supplier's or Governmental Aggregator's rate is exclusive of all applicable state and local taxes and the Company's service and delivery charges.

B) A Supplier's or Governmental Aggregator's promotional and advertising material shall be provided to the Commission or its staff within three (3) business days of a request by the Commission or its staff.

C) No Supplier or Governmental Aggregator may engage in marketing, solicitation, sales acts, or practices which are unfair, misleading, deceptive, or unconscionable in the marketing, solicitation, or sale of a competitive retail natural gas service. Such unfair, misleading, deceptive, or unconscionable acts or practices include, but are not limited to, the following:

1) Soliciting customers for a competitive retail natural gas service:
a) After suspension, rescission, or conditional rescission of certification by the Commission; or
b) After denial of certification renewal by the Commission.

2) Failing to comply with paragraph (A) or (B) of this section;

3) Failing to provide in or with its advertisements and promotional materials that make an offer for sale, a toll-free/local telephone number (and address for printed materials) which the potential customer may call or write to request detailed information regarding the price, terms, conditions, limitations, and restrictions;

4) Soliciting via telephone calls initiated by the Supplier or Governmental Aggregator (or its agent) without first;

a) Obtaining the list of customers who have requested to be placed on a "do not call" list, which shall be created and maintained by the Commission; and
b) Obtaining monthly updates of the Commission-maintained "do not call" list;

5) Engaging in telephone solicitation of customers who have been placed on the "do not call" list maintained by the Commission;

6) Engaging in telephone solicitation to residential customers either before nine a.m. or after nine p.m.;

7) Engaging in direct solicitation to customers where the Supplier's or Governmental Aggregator's sales agent fails to wear and display a valid Supplier or Governmental Aggregator photo identification. The format for this identification shall be pre-approved by the Commission staff; and

**MARKETING AND SOLICITATION (Contd.)**

8) Advertising or marketing offers that:

a) Claim that a specific price advantage, savings, or guarantee exists if it does not, or may exist if it will not;
b) Claim to provide a competitive retail natural gas service when such an offer is not a bona fide offer to sell such services;
c) Offer a fixed price per Ccf or Mcf, whichever is consistent with the Company's current billing format, for competitive retail natural gas service without disclosing all recurring and nonrecurring charges;
d) Offer a variable price per Ccf or Mcf, whichever is consistent with the Company's current billing format, for competitive retail natural gas service without disclosing all recurring and nonrecurring charges; and
e) Fail to disclose all material limitations, exclusions, and offer expiration dates.

**OBLIGATIONS TO THE COMPANY**

Each Supplier participating in the Pooling Program shall:

1) Deliver gas to the Company on a firm basis on behalf of the Supplier's pool members in accordance with the requirements of the "Gas Supply Aggregation/Customer Pooling Agreement".

2) Establish and maintain a creditworthy financial position to enable the Supplier to indemnify the Company and the customers for costs incurred as a result of any failure by Supplier to deliver gas in accordance with the requirements of the program and to assure payment of any PUCO-approved charges for any such failure.

3) Make good faith efforts to resolve all disputes between Supplier and its Pool Customers and to cooperate with resolution of any joint issues with Company.

4) Refrain from requesting customer-specific billing, payment, and usage history without first having received the customer's approval to access such information.

Failure to fulfill any of these obligations may subject Supplier to consequences set forth in the Consequences of Supplier's Failure to Perform or Comply section of this Tariff Sheet.

**CUSTOMER INFORMATION LIST**

Company shall make available to Suppliers an electronic list of customer information for customers who are eligible to participate in the Program. Such list shall be updated quarterly and shall, at a minimum, contain the following information regarding each customer: name, service and mailing addresses, meter read date or schedule, and the most recent twelve (12) months of consumption data. The fee for this customer information list is set forth in Sheet No. 45 herein.

**GOVERNMENTAL AGGREGATION**

Governmental Aggregators shall follow the Commission's rules for formation and operation of a Governmental Aggregation.

**GOVERNMENTAL AGGREGATION (Contd.)**

Upon the request of a Governmental Aggregator, the Company will provide, on a best efforts basis, an update list of Eligible customers' names, service and mailing addresses, account numbers, and other customer information list data for all Eligible customers residing within the Governmental Aggregator's boundaries. Except for the inclusion of information for customers who have opted-off the Company's customer information list for Suppliers and Company account numbers, the customer information contained in such list shall be consistent with any customer information list provided to Suppliers described herein. The Governmental Aggregator will pay a fee for a copy of said list, as set forth in Sheet No. 45 herein. The Governmental Aggregator shall not disclose or use a customer's account number or any customer information regarding those customers who have opted off the Company's customer information list, without the customer's express written consent.

Prior to the Company including a customer's natural gas account in a Governmental Aggregation, the Governmental Aggregator shall provide each Eligible customer written notice that their account will be automatically included in the aggregation notice unless the customer affirmatively opts out of the aggregation. The Company shall switch Eligible customers, who have not opted out of the Governmental Aggregation, to or from a Governmental Aggregation under the same processes described herein for Suppliers.

**CUSTOMER SIGN-UP PROCEDURES**

Customers desiring to participate in the Program must execute a written Supply Contract with a Supplier that states that the customer has agreed to participate in the Program and which sets forth the terms and conditions of the customer's gas supply purchase. The Supplier may design the format of the Supply Contract, but at a minimum, it must comply with the applicable provisions specified in Rules 4901:1-29-10 and 4901:1-29-11 of the O.A.C.

In the alternative, customers desiring to participate in the Program may enroll with a Supplier via telephone or internet. Under these methods, the Supplier must retain proof of customer consent as required by the Commission.

The Supply Contract, or alternate proof of customer consent in the case of telephonic or internet enrollment, will be used to resolve disputes if the validity of an account enrollment comes into question. If requested by the Company, PUCO (in the case of Non-Mercantile Customers only) or OCC (in the case of residential customers only), Supplier must provide a copy of a specific Supply Contract, or alternate proof of customer consent in the case of telephonic or internet enrollment, within three (3) business days of any such request.

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

**CUSTOMER SIGN-UP PROCEDURES (Contd.)**

Once complete and accurate information supporting a customer joining or leaving a Supplier's Pool is received and confirmed by Company, the change will be effective on the customer's next regularly scheduled meter read date, provided that it is received by the Company at least twelve (12) days before the next regularly scheduled meter read date. If a customer rescinds their enrollment prior to commencing service with a Supplier, the Company shall notify the Supplier within two (2) business days of the customer's rescission.

Customer will remain with its Supplier until: (1) the customer is reverted to Sales Service due to non-payment or Supplier default; (2) the customer or Supplier notifies the Company that the customer should revert to the Company's Sales Service; (3) the customer joins the PIPP program; or (4) the customer's name, service address and account number appear on another Supplier's electronic enrollment file listing. If a customer moves from one address to another within the Company's service territory; (a) nothing in this tariff shall be construed to impact the Supplier/Customer contract by virtue of that move; (b) the Company's current billing system needs confirmation in order to maintain Program participation with the Supplier because of the location change within the Company's service territory; (c) in order to maintain Program participation with the Supplier, the Supplier must confirm enrollment via customer authorization once the new distribution service account with the Company has been established; (d) when a customer changes their service address within the Company's service territory, the customer will be billed for Sales Service for a period of no more than one billing cycle plus eleven (11) days, provided that a timely enrollment notice is received from the Supplier; and (e) the customer and the Supplier may minimize the time the customer is billed under Sales Service by promptly providing the Company with the new enrollment notice. If the customer's current Supplier initiates customer's termination in the Program, the Company shall issue a written notification to the customer informing customer of such change. Customers, who on their own initiative, decide to terminate their participation in the Program will be permitted to do so without the Company making any determination regarding whether the customer is contractually permitted to make such move. The Company shall not be liable to the Supplier or customer for allowing the customer to revert to Sales Service. The Company is not responsible for tracking Supplier contract terms and conditions between Suppliers and customers and shall not be liable for any default of such contract.

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

The Company will accept an enrollment from another Supplier for a customer who is currently with a Supplier, without the current Supplier first submitting an electronic drop notification to the Company. In enrollment situations where a customer is already being served by a Supplier or the customer is currently receiving Sales Service, the Company shall, prior to commencing competitive retail natural gas service with the subsequent Supplier, mail the customer a confirmation notice stating:

1) The Company has received a request to enroll the customer for competitive retail natural gas service with the named Supplier, and, in the case of an enrollment request for a customer who

**CUSTOMER SIGN-UP PROCEDURES (Contd.)**

is currently with another Supplier, a statement that Company's records reflect that customer is currently enrolled with another Supplier along with an admonition that customer should review the terms and conditions of the incumbent Supplier's Contract for customer's obligations under said Contract;

2) The date such service is expected to begin;

3) The customer has seven (7) business days from the postmark date on the notice to contact the Company telephonically, in writing or via the internet to rescind the enrollment request or notify the Company that the change of the Supplier was not requested by the customer; and

4) The Company's appropriate contact information, including, but not limited to, the Company's toll-free telephone number.

If the customer rescinds their enrollment, the Company will initiate said rescission and notify the Supplier or Governmental Aggregator.

Any customer returning to Sales Service as a result of Supplier default, slamming, Supplier abandonment, or Supplier certification rescission will not be liable for any costs associated with the switch.

**ENROLLMENT OF CUSTOMERS**

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

**CONTRACT ADMINISTRATION AND RENEWAL NOTICES**

Supplier must adhere to the contract administration and renewal requirements for Non-Mercantile customers set out in Rule 4901:1-29-10 of the OAC.

**POOL CUSTOMER BILLING OPTIONS**

Suppliers may elect one of the following two billing options for its Pool Customers that do not participate in PIPP.

**Option 1 – Company Consolidated Billing**

The Pool Customer shall receive one bill from the Company that indicates the name of the Supplier from whom the customer is receiving its gas supply and includes an amount for the Supplier's gas supply charges in accordance with the pricing arrangements agreed upon between the Supplier and the customer, including any taxes for which the Supplier must collect. The Company's consolidated bill may provide the budget amounts, past due balances, payments applied, credits, late charges, and total amount due on a consolidated basis only. A Supplier that elects this billing option will be provided, at no charge, as many as one hundred (100) actively billed rate codes to which a customer may be assigned by the Supplier and billed by the Company. Additional actively billed rate codes (up to 200) will be provided by the Company for a fee as set forth in Sheet No. 45 of this Tariff. Each Supplier will be limited to a total of forty (40) actively billed rate codes for which the

**POOL CUSTOMER BILLING OPTIONS (Cont'd)**

Supplier may submit to the Company a price change each month for each rate code. Price changes must be submitted to the Company no later than the 25th day each month for bills rendered the next month. In the event that a Supplier desires extraordinary billing system changes, the Supplier shall be charged for the cost of implementing such changes, as set forth in Sheet No. 45 of this Tariff.

The Pool Customer will be responsible for making payment to the Company for the entire amount shown on the bill, including both the Company's and the Supplier's charges. In the event that a customer remits to the Company less than the full payment due, the payment received shall first be applied to the Company's charges shown on the bill plus any Arrearages relating to such Company charges from previous billing periods, and the residual amount shall be applied to the Supplier's portion of the bill, including the taxes thereon. Supplier shall be promptly notified of any payments received from customers attributable to Supplier's portion of the bill. Payment to Supplier for payments received from customers as noted above will be made within five (5) business days after mid-month and end-of-month numbers are available.

Where Supplier has elected service under Rate ARM, Accounts Receivable Management Service, the Company shall remit to the Supplier, by wire transfer or otherwise, payment for all gas billed to the Supplier's customers by the Company on Supplier's behalf, including taxes attributable to Supplier's portion of the bill based on the terms contained in the respective Supplier's ARM agreement.

Supplier shall be responsible for dispersing to the appropriate taxing authorities any tax that is attributable to Supplier's portion of the bill.

In the event, and to the extent, that a customer remits to the Company less than the amount which would be attributable to the Company's charges and Arrearages included on the bill, the customer shall be subject to the same late charges and disconnection procedures which would be applicable if the customer were receiving Sales Service.

**Option 2 – Dual Billing**

The customer shall receive two bills as follows:

a) The Company shall bill and collect for its portion of the bill that includes charges for gas transportation service and all applicable Riders. The Company's bill shall include the Supplier's name and a statement that the Supplier is responsible for billing Supplier's charges. In the event that a customer remits to the Company less than the amount included on the Company's bill, customer shall be subject to the same late charges and disconnect rules that would be applicable if the customer were receiving Sales Service.

b) Supplier shall be responsible for billing and collecting its part of the bill including any past due amounts that are due from Supplier's own prior billings. To facilitate Suppliers' portion of the billing each month, the Company will provide each Supplier with an electronic notification of the monthly meter readings of all customers within Supplier's Pool that have been billed by the

**POOL CUSTOMER BILLING OPTIONS (Cont'd)**

Company. Such billing data will correspond to the meter reading data on which the Company based its bill for transportation service. A Supplier may terminate gas sales to any Pool Customer for non-payment and remove the customer from its Pool in accordance with the procedures for dropping customers from a Supplier's Pool pursuant to this Tariff Sheet.

**CUSTOMER DISCONNECTION**

The Company may disconnect service to a customer for non-payment of its regulated utility charges. The Supplier is not permitted to physically disconnect customer's gas service for non-payment of the Supplier gas charges.

**CUSTOMER ACCESS AND COMPLAINT HANDLING**

Each Supplier shall cooperate with the Company, the Commission, and the OCC (in the case of residential customers) to answer inquiries and resolve disputes. The following procedures shall be applicable to customer access and complaint handling:

A) Customer access

1) Each Supplier or Governmental Aggregator shall ensure customers reasonable access to its service representatives to make inquiries and complaints, discuss charges on customer bills, terminate competitive service, and transact any other pertinent business.
2) Telephone access shall be toll-free and afford customers prompt answer times during normal business hours.

3) Each Supplier or Governmental Aggregator shall provide a twenty-four (24) hour automated telephone message instructing callers to report any service interruptions or natural gas emergencies to the Company.

B) Customer complaints

1) Each Supplier or Governmental Aggregator (and/or its agent) shall investigate customer complaints (including customer complaints referred by the Company) and provide a status report within three (3) business days following receipt of the complaint to:

a) The customer, when the complaint is made directly to the Supplier or Governmental Aggregator, or

b) The customer and Commission staff, when a complaint is referred to the Supplier or Governmental Aggregator by the Commission staff.

2) The Governmental Aggregator may choose to have the Supplier perform certain functions as the Governmental Aggregator's agent. However, the Governmental Aggregator is still responsible for ensuring that the requirements of these rules are met.

3) If an investigation is not completed within ten (10) business days, the Supplier or

**CUSTOMER ACCESS AND COMPLAINT HANDLING (Cont'd)**

Governmental Aggregator (and/or its agent) shall provide status reports to the customer, and if applicable, to the customer and Commission staff. Such status reports shall be provided at three (3) business day intervals until the investigation is complete, unless the action that must be taken will require more than three (3) business days and the customer has been so notified.

4) The Supplier or Governmental Aggregator (and/or its agent) shall inform the customer, or the customer and Commission staff, of the results of the investigation, orally or in writing, no later than three (3) business days after completion of the investigation. The customer or Commission staff may request the report in writing.

5) If a customer disputes the Supplier's or Governmental Aggregator's (and/or its agent's) report, the Supplier or Governmental Aggregator shall inform the customer that the Commission staff is available to mediate complaints. The Supplier or Governmental Aggregator (and/or its agent) shall provide the customer with the address, local/toll-free telephone numbers, and TDD/TTY telephone number of the Commission's public interest center.

6) Each Supplier or Governmental Aggregator shall retain records of customer complaints, investigations, and complaint resolutions for two (2) years after the occurrence of such complaints and shall provide such records to the Commission staff within three (3) business days of request.

7) Each Supplier or Governmental Aggregator shall make good faith efforts to resolve disputes and cooperate with the resolution of any joint issues with the Company.

C) If customers contact the Company concerning competitive retail natural gas service issues, the Company shall:

1) Review the issue with the customer to determine whether it also involves the Company;

2) Cooperate with the resolution of any joint issues with the Supplier or Governmental Aggregator; and

3) Refer the customer to the appropriate Supplier or Governmental Aggregator in those instances where the issue lacks Company involvement.

D) Slamming Complaints

1) A slamming complaint is a customer's allegation that the customer's Supplier or Governmental Aggregator has been switched without the customer's authorization.

2) If a customer contacts the Company, Supplier or Governmental Aggregator alleging that the customer's Supplier has been switched without the customer's authorization, the Company, Supplier or Governmental Aggregator shall:

**CUSTOMER ACCESS AND COMPLAINT HANDLING (Contd.)**

a) Provide the customer any evidence relating to the customer's enrollment;

b) Refer the customer to the Commission's public interest center;

c) Provide the customer with the local/toll-free telephone numbers of the Commission's consumer service department; and

d) Cooperate with the Commission staff in any subsequent investigations of the slamming complaint.

3) Except as otherwise provided in Chapter 4901:1-28 of the OAC, if the Supplier or Governmental Aggregator cannot produce valid documentation confirming that the customer authorized the switch, there shall be a rebuttable presumption that the customer was switched without authorization. Such documentation shall include one of the following, in conformance with the requirements of Rule 4901:1-29-06 of the OAC:

a) A signed contract, in the case of direct enrollment;

b) An audio recording, in the case of telephonic enrollment; or

c) Electronic consent, in the case of internet enrollment.

In the event that the customer was switched from one Supplier or Governmental Aggregator to a different Supplier or Governmental Aggregator without authorization, the customer's previous Supplier or Governmental Aggregator shall re-enroll the customer without penalty under such customer's original contract price for the duration of the original term and send the Company an electronic enrollment request. If the original Supplier or Governmental Aggregator is unable to return the customer to the original contract price, the original Supplier or Governmental Aggregator may enroll the customer in a new contract pursuant to the provisions of Rule 4901:1-29-06 of the OAC, or the customer may select a new Supplier or return to the Company's GCR commodity service;

4) In the event that a customer was switched from Sales Service to a Supplier or Governmental Aggregator without authorization, the Company shall switch the customer back to Sales Service without penalty.

**UPSTREAM CAPACITY REQUIREMENTS**

Suppliers participating in the Company's firm transportation program must secure their own upstream firm interstate pipeline capacity required to meet Supplier's Firm Transportation Service pools' aggregate MDQ less the firm interstate pipeline capacity assigned to the Supplier by the Company. Assignments and recalls of interstate pipeline capacity are mandatory for MDQ in excess of the Supplier's Firm Transportation Service pools' aggregate MDQ as of April 1, 2007. Due to the physical configuration of the Company's system, and certain upstream interstate pipeline facilities, and to enable the Company to comply with lawful interstate pipeline

**UPSTREAM CAPACITY REQUIREMENTS (Contd.)**

tariffs and/or to maintain the Company's system integrity, the Company reserves the right to direct each Supplier to proportionally deliver, with respect to the Company's northern and southern interstate pipeline receipt points, the Supplier's daily pool requirements. Specific delivery requirements will be electronically posted by the Company.

A Supplier, whose aggregate Pools' MDQ exceeds 6,000 Dth/day and who adds 3,000 Dth/day of additional MDQ over the supplier's MDQ as of April 1, 2007, shall be assigned a proportionate amount of the Company's interstate pipeline firm transportation capacity by the Company on a seasonal basis. This MDQ criterion will be reviewed by the Company semi-annually based on the MDQ as of September 30th with any release becoming effective the following November 1st through March 31st, and on the MDQ as of February 28th, with any release becoming effective the following April 1st through October 31st. Suppliers will be notified of any change to their released capacity by October 15th for winter capacity and by March 15th for summer capacity. For purposes of determining the amount of capacity to be released, a Supplier's MDQ will be adjusted for known significant changes to the Supplier's customers expected for the following season.

The assignment shall be structured as a release of capacity. The posted rate will be the rate for which the Company has contracted with the interstate pipeline. Any capacity with a discounted rate will be posted open to bids, with the Supplier being the prearranged bidder. All other capacity will be posted at the pipeline's maximum rate with the Supplier being the prearranged shipper.

The Company shall assign interstate pipeline firm transportation capacity consistent with its delivery north/south allocation percentages and on a pro-rata basis to the Company's total capacity for the designated pipelines or the parties may choose a mutually agreed-upon assigned capacity portfolio. During the summer months of April through October, the Company's Firm Transportation capacity shall be reduced by the Company's maximum daily injection rights on Columbia Gas Transmission's Firm Storage Service for purposes of determining the pro-rata share for suppliers that are receiving Firm Balancing Service (FBS) rather than Enhanced Firm Balancing Service (EFBS).

Capacity will be assigned to the Supplier on a "recall and reput" basis. The Company shall release this capacity utilizing the appropriate pipeline company's electronic bulletin board and the Supplier shall execute the service agreements so generated by the pipelines five (5) days prior to the end of the month to enable the Supplier to nominate gas suppliers under the service agreements for the following month. If the Supplier fails to execute the service agreements the charges for the released capacity will be added to the Supplier's Pool Invoice for the month.

Prior to the capacity release process, the Supplier shall comply with the appropriate pipeline's credit review and establish itself on the pipeline's Approved Bidders List (as defined in the interstate pipeline company's tariff).

The Company, as releasing shipper under a recallable release, remains liable to the pipeline for reservation charges. The Supplier will provide sufficient financial guaranty to the Company of its ability to pay such pipeline charges, unless the applicable pipeline company releases the Company from liability for the Supplier's pipeline reservation charges.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**UPSTREAM CAPACITY REQUIREMENTS (Contd.)**

The Company reserves the right to change the type of information required as well as the nomination deadline to comply with the requirements of the interstate pipeline companies.

There will be no restrictions on the Supplier's use of the released capacity at such times that it is not required to deliver gas to the Company's system.

The Supplier may re-release all or a portion of the capacity to a replacement shipper who meets all the requirements to which the Supplier is subject including but not limited to the Company's right of recall. A re-release shall not relieve the Supplier of its obligations under the provisions of the capacity release by the Company.

The Supplier receiving assignment shall pay the pipeline(s) directly for all charges associated with the use of released capacity, including (without limitation) demand charges, commodity charges, taxes, surcharges, fuel allowances, imbalance and overrun charges, and penalties.

The Supplier shall not revise receipt and delivery points of the interstate pipeline company firm transportation capacity released by the Company, without written consent from the Company. The Supplier will be responsible for operating the assigned capacity consistent with all the terms and conditions set forth in the tariffs of the Company and the applicable pipeline companies.

**DAILY BALANCING**

The Company will provide and charge the Supplier for balancing service, which will be used to manage differences between the Company's required daily Supplier delivery and the actual customer's consumption. There will be an annual election each year for Suppliers whose Pool MDQ is greater than or equal to 1,000 Dth/day and less than 6,000 Dth/day to elect, on or before January 15th each year, either Rider FBS (Firm Balancing Service), Sheet No. 75 or Rider EFBS (Enhanced Firm Balancing Service), Sheet No. 74, to be effective on April 1st each year. With the exeption of Supplier Pools for process-only load, comprised entirely of customers whose loads are not weather dependent, Suppliers whose Pool MDQ is greater than or equal to 6,000 Dth/day shall receive service under Rider EFBS. A Supplier that receives service under Rider EFBS will be billed rates as set forth in Rider EFBS, Sheet No. 75. A Supplier whose Pool MDQ is less than 1,000 Dth/day will receive balancing service under Rider FBS. Suppliers that elect Rider FBS and Suppliers whose Pool MDQ is less than 1,000 Dth/day will be billed the balancing charge per Mcf as set forth on Rider FBS on all volumes consumed by the Supplier's Pool.

a) Target Supply Quantities must be delivered each day based on the Company's forecasted temperatures and the aggregate demand curve for each Customer Pool, all as more fully described within the "Gas Supply Aggregation/Customer Pooling Agreement" between the Company and Supplier. Any Supplier that fails to deliver gas volumes in accordance with that agreement may be terminated from further participation in the program.

**DAILY BALANCING (Contd.)**

b) Suppliers are subject to Operational Flow Orders issued by the Company as described below. The Company may suspend from this program any Supplier that does not comply with an Operational Flow Order.

c) Suppliers shall have the ability to make daily/monthly inter-pool trades under the Company tariff Rate GTS, Gas Trading Service.

**MEASUREMENT OF CONSUMED VOLUMES**

The Company will electronically provide each Supplier with a listing of the monthly meter readings and usages for all customers within the Supplier's pool. Such monthly meter reading and usage data will correspond to the consumption data which the Company based its bill for local delivery service. Monthly volumes billed to participating customers shall be considered actual volumes consumed, whether the meter reading is actual or calculated.

**ANNUAL RECONCILIATION**

The Company will reconcile imbalances on an annual basis, for each Supplier, through determination of the difference between: (1) the Supplier's deliveries for the previous year; and (2) the actual consumption plus the Company's Unaccounted-for Percentage on the Supplier's aggregate Customer Pool, both calculated at city gate, adjusted for recognition of all adjustments applicable to the previous year.

Suppliers will eliminate the imbalance through the exchange of gas with Company via a storage inventory transfer, an adjustment to their Rider EFBS bank balance, or delivery over the next thirty 30 days or longer if mutually agreed by Supplier and Company.

**OPERATIONAL FLOW ORDERS**

Suppliers are subject to the Company's issuance of operational flow orders which will direct each Supplier to adjust scheduled volumes to match the Customer Pool's estimated usage. For Suppliers that are utilizing Rider EFBS as their balancing service, the difference between scheduled deliveries from the interstate pipeline companies and the estimated Pool usage will be met by the EFBS. In the event that the Company's storage service provider has restricted excess storage withdrawals/injections and a Supplier exceeds Rider EFBS's MDDQ or MDBQ such excess quantities will be considered a failure to comply with the Operational Flow Order (OFO). Failure of the Supplier to deliver volumes of gas equal to their adjusted Target Supply Quantity, with both its flowing supply and MDDQ, may result in suspension or termination from further participation in Company's firm transportation program.

Failure to comply with an Operational Flow Order, which is defined as the difference between the daily OFO volume and actual daily deliveries, will result in the action and/or billing of the following charges:

**OPERATIONAL FLOW ORDERS (Cont'd)**

**Under-deliveries**

1) the payment of a gas cost equal to the highest incremental cost paid by Company on the date of non-compliance;
2) one month's demand charges on the OFO shortfall. This charge shall not be imposed more frequently than once in any thirty day period; and
3) the payment of all other charges incurred by Company including but not limited to pipeline penalty charges on the date of the OFO shortfall.

**Over-deliveries**

1) any over-run delivered by Supplier will be confiscated by the Company and used for its general supply requirements, without compensation to Supplier.
2) Company shall bill and Supplier shall pay all charges incurred by Company including but not limited to penalty charges from the interstate pipelines for such excess deliveries, provided such penalties can be attributed to Supplier's over-run.

An OFO overrun/underrun penalty of $15 will be charged per dth for unauthorized overrun/underrun resulting from the pool operator's failure to comply with the OFO. In its sole reasonable discretion, the Company may waive the assessment of part or all of such penalty for all pool operators when the unauthorized overruns/underruns are a result of: (1) an interstate or intrastate pipeline Force Majeure documented event or (2) inaccuracy, delay, or absence of the Company's measurement for a Pool Operator's customer(s). Requests for waivers must be submitted in writing to Company and be signed by an authorized representative of Pool Operator. Company will retain records of waiver requests received and their dispositions for three years.

**SCHEDULING**

Supplier must make all necessary arrangements for scheduling natural gas deliveries to Company.

Each morning, by 9:00 A.M. E.S.T., the Company will post on its EBB an "Adjusted Target Supply Quantity" that the Supplier will be required to deliver into the Company's designated city gate receipt points during the following gas day. For purposes of the Company's firm transportation program, the "Adjusted Target Supply Quantity" is defined as the Target Supply Quantity, plus or minus any adjustments that Supplier may be required to make to its daily deliveries, plus the daily firm requirements of all customers being served by Supplier under both Rate IT and Rate FT, as specified within Supplier's Firm Transportation Service for Interruptible Transportation customers contracts. The quantities so calculated will then be adjusted for Unaccounted-for Gas Loss back to the Company's city gate, and converted to Dth. No later than one hour prior to the NAESB deadline for the timely nomination cycle, pool operator shall submit a valid nomination through the Company's EBB of its total city gate quantities of gas scheduled for the following gas day, allocated by zone as directed by the Company. The Company will have no obligation to accommodate post-timely nominations, or changes thereto, that are made after the daily deadline.

The Adjusted Target Supply Quantities that will be used to define the Supplier's next day delivery obligations shall also be the quantities against which the Supplier's pipeline confirmed daily deliveries into the Company's system, combined with quantities to/from Supplier's Rider EFBS balancing service, if applicable, will be compared in order to determine Supplier's daily overrun/underrun volumes. Daily overrun/underrun volumes determined in this manner shall form the bases for daily "cash-outs," OFO charges, daily pipeline penalty charge flow throughs, and any other charges under

**SCHEDULING (Contd.)**

any of the Company's applicable tariffs, that are levied based on Supplier's failure to deliver the Adjusted Target Supply Quantities of gas into the Company's system.

**OTHER RULES AND REGULATIONS**

Except to the extent superseded herein, the Company's Rules and Regulations Governing the Distribution and Sale of Gas and such other Commission rules as are applicable shall apply to all gas transportation service provided hereunder.

**CONSEQUENCES OF SUPPLIER'S FAILURE TO PERFORM OR COMPLY**

If a Supplier fails to deliver gas in accordance with the full service requirements of its Pool Customers, the Company shall supply gas temporarily to the affected Pool Customers and shall bill Supplier the higher of the following: (1) the fair market price for that period; or (2) the highest incremental cost of gas for that period that the Company actually paid for gas supplies, including transportation and all other applicable charges. The Company shall have the right to immediately and unilaterally invoke Suppliers' letter of credit, parental guarantee, or any other collateral posted by the Supplier in order to enforce recovery from Supplier of the cost of these replacement supplies.

If a Supplier fails to deliver gas in accordance with the full service requirements of the Gas Supply Aggregation/Customer Pooling Agreement, or otherwise fails to comply with the provisions of this Tariff Sheet, including those specified in the Obligations to the Company section, the Company shall have the discretion to initiate the process to suspend temporarily or terminate such Supplier's further Program participation. To initiate the process, the Company shall serve a written notice of such failure in reasonable detail and with a proposed remedy to the Supplier and the Commission, as set forth in Rule 4901:1-27-12(J) of the OAC.

On or after the date said notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the Supplier from participation in the Company's Program. Except for failure due to under-delivery or non-delivery, if the Commission, or any Attorney Examiner, does not issue an entry to suspend or reject the action proposed by the Company within ten (10) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh ($11^{th}$) business day. If the Supplier's failure is due to under-delivery or non-delivery and, if the Commission, or an Attorney Examiner, does not act within five (5) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth ($6^{th}$) business day.

**CONSEQUENCES OF SUPPLIER'S FAILURE TO PERFORM OR COMPLY (Contd.)**

If the Supplier is suspended or terminated from the Program, customers in such Pool shall revert to Company's Sales Service, unless and until said customers join another Supplier's Pool. Any termination or suspension of the Gas Supply Aggregation/Customer Pooling Agreement pursuant to any provision of this section shall be without waiver of any remedy, whether at law or in equity, to which the party not in default otherwise may be entitled for breach of the Agreement.

**ALTERNATIVE DISPUTE RESOLUTION**

Alternative Dispute Resolution shall be offered to Suppliers and the Company as a means to address disputes and differences that may arise under this tariff. Alternative Dispute Resolution shall be conducted in accordance with the Commission rules or as agreed upon among the applicable parties. Nothing herein shall act to deprive any party of its legal rights in a jurisdictional forum.

**FORCE MAJEURE**

If either Supplier or Company is unable to fulfill its obligations under this Tariff Sheet due to an event or circumstance which is beyond the control of such party and which prevents such performance, such party shall be excused from and will not be liable for damages related to non-performance during the continuation of such impossibility of performance. Neither of the following shall be considered a force majeure condition: (1) changes in market conditions that affect the acquisition or transportation of natural gas; or (2) failure of Supplier to deliver or Pool Customers to consume scheduled gas volumes.

The party claiming force majeure will use due diligence to remove the cause of the force majeure condition and resume delivery or consumption of gas previously suspended. Gas withheld from the Supplier or Pool Customers during a force majeure condition will be delivered upon the end of such condition as soon as practicable.

**COMPANY STANDARDS OF CONDUCT WITH RESPECT TO MARKETING AFFILIATES**

In operation of its firm transportation program, the Company will adhere to the following Standards of Conduct for Marketing Affiliates:

1) Company must apply any tariff provision relating to transportation services in the same manner to the same or similarly situated persons if there is discretion in the application of the provision.

2) Company must strictly enforce a tariff provision for which there is no discretion in the application of the provision.

3) Company may not, through a tariff provision or otherwise, give any Supplier including its marketing affiliate or customers of any Supplier including its affiliate, preference over any other gas Suppliers or their customers in matters, rates, information, or charges relating to transportation service including, but not limited to, scheduling, balancing, metering, storage, standby service, or curtailment policy. For purposes of the Company's firm transportation

**COMPANY STANDARDS OF CONDUCT WITH RESPECT TO MARKETING AFFILIATES (Contd.)**

program, any ancillary service provided by Company, e.g., billing and envelope service, that is not tariffed will be priced and made equally available to all.

4) Company must process all similar requests for transportation in the same manner and within the same approximate period of time.

5) Company shall not disclose to anyone other than a Company employee any information regarding an existing or proposed gas transportation arrangement, which Company receives

6) from (i) a customer or Supplier, (ii) a potential customer or Supplier, (iii) any agent of such customer or potential customer, or (iv) a Supplier or other entity seeking to supply gas to a customer or potential customer, unless such customer, agent, or Supplier authorizes disclosure of such information.

7) If a customer requests information about Suppliers, Company shall provide a list of all Suppliers operating on its system, but shall not endorse any Supplier nor indicate that any Supplier will receive a preference because of a corporate relationship.

8) Before making customer lists available to any Supplier, including any Company marketing affiliate, Company will post on its EBB a notice of its intent to make such customer list available. The notice shall describe the date the customer list will be made available, and the method by which the customer list will be made available to all Suppliers.

9) The Company will, to the extent practicable, separate the activities of its operating employees from its affiliate marketing employees in all areas where their failure to maintain independent operations may have the effect of harming customers or unfairly disadvantaging unaffiliated Suppliers under the Company's transportation programs.

10) Company shall not condition or tie its agreements for gas supply or for the release of interstate pipeline capacity to any agreement by a gas Supplier, customer or other third party in which its marketing affiliate is involved.

11) Company and its marketing affiliate shall keep separate books of accounts and records.

12) Neither the Company nor its marketing affiliate personnel shall communicate to any customer, Supplier or third party the idea that any advantage might accrue for such customer, Supplier or third party in the use of Company's service as a result of that customer's, Supplier's or other third party's dealing with any Supplier including its marketing affiliate.

13) The Company's complaint procedure for issues concerning compliance with these standards of conduct is as follows. All complaints, whether written or verbal, shall be referred to the Company's designated attorney. The Company's designated attorney shall orally acknowledge the complaint within five (5) working days of receipt. The complainant party shall prepare a

**COMPANY STANDARDS OF CONDUCT WITH RESPECT TO MARKETING AFFILIATES (Contd.)**

written statement of the complaint which shall contain the name of the complainant and a detailed factual report of the complaint, including all relevant dates, companies involved, employees involved, and specific claim. The Company's designated attorney shall communicate the results of the preliminary investigation to the complainant in writing within thirty (30) days after the complaint was received including a description of any course of action which was taken. He or she shall keep a file with all such complaint statements for a period of not less than three (3) years.

14) The Company shall not offer its affiliate Supplier a discount or fee waiver for transportation services, balancing, meters or meter installation, storage, standby service or any other service that would advantage the Company's affiliate Supplier.

15) The Company will not use its name and logo in its marketing affiliate's promotional material, unless the promotional material discloses in plain, legible or audible language, on the first page or at the first point where the Company's name and logo appear, that its marketing affiliate is not the same entity as the Company. The Company is also prohibited from participating in exclusive joint activities with any Supplier, including its affiliate, such as advertising, marketing, sales calls or joint proposals to any existing or potential customers.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

**DUKE ENERGY OHIO, INC.**
**GAS SUPPLY AGGREGATION/CUSTOMER POOLING AGREEMENT**
**ASSOCIATED WITH FIRM TRANSPORTATION PROGRAM**

This Agreement is made and entered into this _____ day of_____, 2007, between Duke Energy Ohio, Inc., an Ohio corporation, 139 East Fourth Street, Cincinnati, Ohio 45202, hereinafter "Company", and _____,__a(an) _____corporation _____, hereinafter "Supplier."

WHEREAS, Supplier has secured firm supplies of natural gas which it intends to supply and sell on a firm, full gas requirements basis to gas customers located on the Company's system, all within the parameters established by the Company for its Firm Transportation Service Program.

WHEREAS, Company is willing and able, pursuant to the terms of this Agreement, to accept gas delivered into its city gate receipt points by Supplier and to redeliver such gas supplies to Supplier's aggregated pool of customers, all of whom have elected Firm Transportation Service from the Company under its Firm Transportation Service tariffs, Rates RFT, RFTLI, FT-L and FT-S.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, Company agrees to permit aggregations/pooling services and Supplier hereby agrees to aggregate natural gas supplies for all aggregations/pools served under this Agreement in accordance with the following terms and conditions:

Exhibit 1 Page 1 of 12

**ARTICLE I**

**Definitions**

For purposes of interpreting this Agreement the following definitions shall apply:

1. Adjusted Target Supply Quantities. "Adjusted Target Supply Quantities", or "ATSQ", is defined as the Target Supply Quantities plus or minus any adjustments that the Company may require the Supplier to make to its daily deliveries (i.e., Annual Reconciliation volumes) plus the daily firm (Rate FT) requirements of all customers being served by the Supplier under Rate IT.

2. Commission. "Commission" means the Public Utilities Commission of Ohio.

3. Company. "Company" means Duke Energy Ohio.

4. Customer(s). "Customer(s)" means a residential or non-mercantile recipient of Firm Transportation Services provided by the Company, which secures its supply of gas from Supplier.

5. Firm Transportation Service. "Firm Transportation Service" means service under Residential Firm Transportation Service (Rate RFT – Sheet No. 33), Residential Firm Transportation Service – Low Income (Rate RFTLI – Sheet No. 36), Firm Transportation Service - Large (Rate FT-L – Sheet No. 37) or Firm Transportation Service – Small (Rate FT-S – Sheet No. 52).

6. Maximum Daily Quantities. "Maximum Daily Quantities", or "MDQ", means the expected natural gas usage for a Supplier's Pool of Customers on the Company's system design peak day.

7. Mercantile Customer. "Mercantile Customer" has the meaning set out in division (L) of section 4929.01 of the Ohio Revised Code. In summary, it means a customer that; (1) consumes, other than for residential use, more than 5,000 Ccf of natural gas per year at a single location or as part of an undertaking having more than 3 locations within or outside the state; and (2) that has not filed a declaration with the Commission.

8. Negative Imbalance Volume. "Negative Imbalance Volume", or "Under-deliveries", is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period exceeds the sum of the volumes available for redelivery by the Company to the Pool during the same period.

9. Operational Flow Order. "Operational Flow Orders", or "OFOs", are notices issued by the Company via its electronic bulletin board (EBB) or fax transmission requiring Suppliers to adjust their daily deliveries into the Company's system to match, match or be less than, or match or be more than their Adjusted Target Supply Quantity for the Supplier's Pool of Customers receiving Firm Transportation Service. Supplier shall be required to deliver natural gas, or cause natural gas to be delivered, into the Company's specified city gate receipt points, if it is determined by the Company to be necessary and the specified receipt points and amounts are identified in the OFO notice posted on the EBB.

10. Over-deliveries. "Over-deliveries", or "Positive Imbalance Volume", is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period is less than the sum of the volumes available for redelivery by the Company to the Pool during the same period.

11. Pool Customer. "Pool Customer" means a recipient of Firm Transportation Service provided by the Company under Tariff Sheet Nos. 33, 36, 37 or 52 who receives gas supply from a Supplier as a member of a Pool.

12. Pooling Program. "Pooling Program" refers to the services provided under Residential Firm Transportation Service (Rate RFT – Sheet No. 33), Residential Firm Transportation Service – Low Income (Rate RFTLI – Sheet No. 36), Firm Transportation Service – Large (Rate FT-L – Sheet No. 37), Firm Transportation Service – Small (Rate FT-S – Sheet No. 52) and Full Requirements Aggregation Service (Rate FRAS – Sheet No. 44).

13. Pooling Service. "Pooling Service" is a service provided by the Company that allows Suppliers (marketers, Suppliers, brokers, and producers) to deliver to the Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the full firm requirements of the one, or more, firm transportation customers that comprise the membership of the Supplier's "pool", all in accordance with rules that the Company has established regarding delivery requirements, advancing, banking, billing and payments, bonding, Supplier performance requirements, and other similar requirements for participation as a "Supplier" in the Company's Firm Transportation Service programs.

14. Positive Imbalance Volume. "Positive Imbalance Volume", or "Over-deliveries", is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period is less than the sum of the volumes available for redelivery by the Company to the Pool during the same period.

15. Program. "Program" means the Company's firm transportation/supply aggregation customer choice program under Rate RFT, Rate RFT-LI, Rate FT-L and Rate FT-S, and Rate FRAS, respectively.

16. PUCO. "PUCO" means the Public Utilities Commission of Ohio.

17. The Pool. A group of one or more customers, joined together by the Supplier for supply management purposes under this Agreement, which are receiving service pursuant to the Company's firm transportation tariffs.

18. Target Supply Quantities. "Target Supply Quantities", or "TSQ", are defined as daily city gate delivery quantities determined from statistical models used to estimate the daily gas usage of the full requirements firm customers in Supplier's Pool. These daily gas usage estimates are adjusted for Unaccounted-for Gas Losses and converted from volumetric to thermal quantities.

19. Unaccounted-for Gas Loss. "Unaccounted–for Gas Loss" is the difference between the Company's total available gas commodity and the total gas commodity accounted for (metered) as sales and transported

Exhibit C
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volumes.. The difference is comprised of factors including but not limited to leakage, discrepancies due to meter inaccuracies, Company use and with the use of cycle billing, an amount of gas used but not billed.

20. Unaccounted-for Percentage. "Unaccounted-for Percentage" means a percentage calculated by dividing the difference between: (1) the aggregate volume of gas received into Company's system from the interstate pipelines plus the volume of vaporized propane, all converted to Mcf using the Btu content associated with such supply source; and (2) the aggregate volume consumed by all of Company's gas customers over that same period, by the Mcf volume calculated in item (1) above.

21. Under-deliveries. "Under-deliveries", or "Negative Imbalance Volume", is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period exceeds the sum of the volumes available for redelivery by the Company to the Pool during the same period.

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**ARTICLE II**

**Term**

The term of this Agreement shall commence on the first day of the month after execution hereof and, subject to Suppliers' continued compliance with the requirements outlined herein for participation in this program, shall continue in effect thereafter for a primary term of twenty-four (24) months**.** Thereafter, this Agreement shall continue from month to month, unless terminated by either party, upon at least ninety (90) days advance written notice. However, in no case shall this Agreement be terminated during a winter month (November through March), unless such winter period termination date is mutually agreed upon by both the Company and Supplier and/or except pursuant to the provisions of Articles III, VI, and X of this Agreement. Supplier shall be required to incorporate sufficient flexibility into its pooling agreements with its end-user customers that it serves, so that the operation of this provision will not contravene end-user customers' rights under those agreements. In the event this Agreement is terminated in accordance with the procedures contained herein, Supplier's customers shall be given the option of either electing an alternate Supplier, or returning to the Company's system supply, in accordance with the procedures outlined in Case No. 85-800-GA-AIR, as modified by the Commission from time to time.

**ARTICLE III**

**Requirements For Program Participation**

The Company shall have the right to establish reasonable standards for participation in this Program, provided it does so on a non-discriminatory basis. Accordingly, in order to participate as a Supplier in the Company's Firm Transportation Program, Supplier shall upon request provide the Company, on a confidential basis, with balance sheet and other financial statements, and with appropriate trade and banking references. Supplier also agrees to allow the Company to conduct a credit investigation as to Supplier's credit worthiness and will pay a fee to the Company to cover the cost of a credit check, as set forth in Sheet No. 45 of the Company's P.U.C.O. Gas No. 18 tariff. Further, if the Company determines that it is necessary, Supplier agrees to maintain a cash deposit, an irrevocable letter of credit at a Company approved bank of the Supplier's choosing, or such other financial instrument, as the Company may require during the term of this agreement in order to assure Supplier's performance of its obligations under this Agreement. In order to assure that the value of such financial security instruments remains proportional to Supplier's potential liability under this Agreement, the required dollar amounts of such instruments shall be adjusted at the sole discretion of the Company, as customers are added to, or deleted from, Supplier's pool. Supplier agrees that, in the event it defaults on its obligations under this Agreement and in order to satisfy Supplier's obligations under this Agreement, Company shall have the right to use such cash deposit, the proceeds from such irrevocable letter of credit, the proceeds from any other financial instrument agreed upon by the parties, and set-off against such obligations any revenue obtained through Company's billing on Supplier's behalf or any other revenues obtained by the Company as a result of any and all agreements and relationships between Company and Supplier. Such proceeds shall be used to secure additional gas supplies, including payment of the costs of the

gas supplies themselves, the costs of transportation, storage, gathering and other related costs incurred in bringing those gas supplies into the Company's system. The proceeds from such instruments shall also be used to satisfy any outstanding claims that the Company may have against Supplier, including imbalance charges, cash-out charges, pipeline penalty charges, annual reconciliation charges, and other amounts owed to the Company, and arising from, Supplier's participation in this pooling program.

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

In addition to the above financial requirements, the Company may impose reasonable standards of conduct for Suppliers, as a prerequisite for their participation in the Program. Supplier acknowledges that in its capacity as a Supplier in this Program, it has a continuing responsibility to conduct its business in a legal and ethical manner. If, as a result of customers' complaints, and/or from its own investigation, the Company determines, in its sole judgment, that Supplier is not operating under this Agreement in an ethical and/or legal manner, then the Company shall have the right to proceed as stated in the Consequences of Supplier's Failure to Perform or Comply section of P.U.C.O. Gas No. 18, Sheet No. 44 which may result in cancellation of this Agreement and denial of Supplier's further participation in this pooling program in accordance with the procedures described in Article X of this Agreement.

Company will maintain a list of Suppliers, who have met the pooling program's financial and performance requirements. This list will be made available to customers upon request.

Exhibit 6
Agreement

**ARTICLE IV**

**Full Requirements Service**

In exchange for the opportunity to participate in the Company's Firm Transportation Program, Supplier agrees to supply its Pool Customers' full service requirements for natural gas on both a daily and monthly basis. Company's Firm Transportation Program requires that Supplier, as a participant in the Program, accepts supply co-management responsibility, as defined hereinafter, as a quid pro quo for its participation in this pooling Agreement.

**ARTICLE V**

**Supply Co-Management Defined**

Supplier agrees to deliver gas supplies into the Company's designated city gate receipt points on a daily basis, in accordance with the aggregate usage requirements of all those customers that comprise the Supplier's pool. However, inasmuch as it is economically and operationally impractical to install metering that will allow the Company to monitor each pool member's daily usage for aggregation and comparison with the gas supplies that are delivered to the Company's city gate receipt points, Supplier's gas supply co-management/balancing responsibilities under this Agreement shall be defined as follows:

1. The Company will maintain statistical models that will be used to estimate the daily gas usage of the full requirements firm customers in Supplier's pool. These daily gas usage estimates, as adjusted for Unaccounted-for Gas Losses, and converted from volumetric to thermal quantities, will be identified as Supplier's Target Supply Quantities. (Note: The Unaccounted-for Gas Loss adjustment will be based on the Company's system average Unaccounted-for Percentage.) A database will be created by the Company, which, at a minimum, will track daily usage estimates on an aggregated basis for all full requirements firm customers in Supplier's pool.

2. A daily load forecast methodology, developed by the Company, will be used to form the daily Target Supply Quantity for each Supplier's pool. The daily estimates by revenue class in each Supplier's pool will be calculated using only the usage information of firm full requirements customers. These daily

estimates are then adjusted for Unaccounted-for Gas Losses, and converted to Dth. The revenue class estimates for each Supplier are then combined to form the Target Supply Quantity for the Supplier's overall pool. Suppliers are responsible for informing the Company when their customer's load profiles deviate significantly from their historical load profiles. The Company will make the necessary adjustments to the Target Supply Quantity calculation to account for the new profiles.

3. Starting with the Supplier's daily Target Supply Quantity, the Company will each morning by 9:00 A.M. EST post, via its electronic bulletin board (EBB), an Adjusted Target Supply Quantity that Supplier will be required to deliver into the Company's designated city gate receipt points during the following day. The Adjusted Target Supply Quantity is defined as the Target Supply Quantity, plus or minus any adjustments that Supplier is required to make to its daily deliveries pursuant to Paragraph (5) of this Article V, plus FT requirements for IT customers, consisting of daily deliveries for the firm requirements of customers being served under both Rate IT and Rate FT, in quantities as specified in the Customer Pooling Agreement, which are adjusted for Unaccounted-for Gas Losses, and converted to Dth. No later than one hour prior to the NAESB deadline for the timely nomination cycle, pool operator shall submit a valid nomination through the Company's EBB of its total city gate quantities of gas scheduled for the following gas day, allocated by zone as directed by the Company. The Company will have no obligation to accommodate post-timely nominations, or changes thereto, that are made after the daily deadline.

4. The Adjusted Target Supply Quantities that are used to define the Supplier's next day delivery obligations shall also be the quantities against which Supplier's pipeline confirmed daily deliveries into the Company's system combined with quantities to/from Supplier's Rider EFBS (Enhanced Firm Balancing Service) balancing service if applicable, are compared in order to determine Supplier's daily overrun/underrun volumes. Daily overrun/underrun volumes determined in this manner shall form the bases for daily cash-outs, OFO charges, daily overrun/underrun charges, daily pipeline penalty charge flow throughs, and any other charges under this Agreement that are levied based on Supplier's failure to deliver the Adjusted Target Supply Quantities of gas into the Company's system.

5. As the final element of its gas supply co-management obligation, Supplier shall be required to reconcile annually its gas deliveries into the Company's system with the actual billed transportation volumes delivered to end-user customers within the Supplier's pool. Such reconciliation will normally be calculated during the summer months so that any differences between calendar month and billing cycle degree-day deficiencies are minimized. The actual billed transportation volumes for the reconciliation period will be determined by adding together the transportation quantities from the Monthly Summary Billing Reports for Supplier's pool. Such sum shall be adjusted for Unaccounted-for Gas Losses and converted from volumetric to thermal quantities.

   Supplier's deliveries into the Company's system will be based on the actual pipeline delivery reports for the reconciliation period, as adjusted for recorded cash-outs between the Supplier and the Company and deliveries to/from the Supplier's Rider EFBS balancing service if applicable and other gas deliveries or exchanges.

   Once the Company determines the extent of any imbalance for the reconciliation period, it will have the Supplier adjust its daily deliveries above or below the calculated Target Supply Quantities for some specified period of time until any imbalances are cured. However, in no case shall the Adjusted Target Supply Quantity be a negative number. Daily overrun/underrun calculations will be adjusted to take into account any such adjustments to Supplier's daily delivery requirements. The Company shall post any required daily delivery adjustment via the EBB at least two (2) days prior to the date that Supplier is required to begin its daily delivery adjustment. This imbalance may also be reconciled through a storage inventory adjustment or an adjustment to the Supplier's Rider EFBS bank balance if applicable.

6. Company reserves the right to direct each Supplier to proportionally deliver, with respect to the Company's northern and southern interstate pipeline receipt points, the Supplier's daily pool

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requirements in addition to the quantities of gas intended for the Supplier's bank under Rider EFBS. For Suppliers who receive service under EFBS, the north/south split for volumes up to the TSQ shall be the same as the split for Suppliers who receive service under FBS and system supply. Volumes in excess of the TSQ will be subject to .north/soutch restrictions in accordance with the Company's ability to inject gas per its agreements with the storage service providers.

7. OFOs shall be issued by Company in those situations where it is necessary, in Company's sole judgement, for Supplier to deliver at specified receipt points and/or for Supplier to deliver at the Adjusted Target Supply Quantity in order for Company to: (a) protect the integrity of Company's gas system; (b) assure deliveries or gas supplies to all of Company's firm customers; and/or (c) adhere to the various interstate pipeline companies' balancing requirements, as stated in their FERC approved gas tariffs under which Company is served. Suppliers who receive Rider EFBS service shall be entitled to use such service, which shall be considered on-system deliveries to meet OFO requirements.

**ARTICLE VI**

**Billing And Charges**

The Company will provide Suppliers with individual pool customers' actual billing cycle usage data as customers are billed throughout the month by the Company for Firm Transportation Service.

Supplier's transportation quantities shall be determined from the Company's Monthly Summary Billing Report, which reflects customer's actual billed transport volumes, as generated within the Company's revenue reporting system.

Supplier shall be billed charges for services received under the Rider FBS (Firm Balancing Service) or EFBS (Enhanced Firm Balancing Service) based on the balancing service(s) elected or required for its Program Pool(s). Should Supplier's daily deliveries combined with quantities to/from Supplier's Rider EFBS balancing service, if applicable, not equal their Adjusted Target Quantities, then the Company will either buy-down Supplier's excess deliveries, or sell Supplier additional gas quantities until the daily Adjusted Target Supply Quantities are matched as further described below. However, if Supplier repeatedly and significantly fails to honor its delivery obligations within the tolerances established for this program, after adequate notice and opportunity to cure, Supplier shall be removed from the program, and the customers that it serves will have the option of either returning to system supply or electing another Supplier.

On those days when Supplier delivers quantities of gas into the Company's system that are in excess of the Adjusted Target Supply Quantity, Company shall purchase the excess quantities as required in order for Supplier to match its daily Adjusted Target Supply Quantities except when Supplier is receiving balancing service under Company's Tariff Rider EFBS as further described below. These over-deliveries shall be cashed out to the Supplier at the first of the month index published in Inside F.E.R.C. Gas Market Report, Prices of Spot Gas Delivered to Pipelines, Columbia Gulf Transmission Co., Mainline Index, first publication of the month following the delivery month, plus Columbia Gulf and Columbia Gas Transmission pipelines' commodity transportation costs, plus fuel, to the Company's city gate.

On those days when Supplier delivers quantities of gas into the Company's system that are less than the Adjusted Target Supply Quantities, the Company shall sell, and Supplier shall buy, such quantities of gas as are required in order for Supplier to match its daily Adjusted Target Supply Quantities except when Supplier is receiving balancing service under Company's Tariff Rider EFBS as further described below. These under-deliveries shall be cashed out to the Supplier at the first of the month index published in Inside F.E.R.C. Gas Market Report, Prices of Spot Gas Delivered to Pipelines, Columbia Gulf Transmission Co., Mainline Index, first publication of the month following the delivery month, plus Columbia Gulf and Columbia Gas Transmission pipelines' commodity transportation cost, plus fuel, to the Company's city gate plus Company's Rider ETR, Ohio Excise Tax Liability Rider.

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On days when OFOs are issued, any gas delivered by Supplier on these days in excess of Adjusted Target Supply Quantities will be confiscated by the Company and used for its general supply requirements, without compensation to Supplier except when Supplier is receiving balancing service under Company's Tariff Rider EFBS as further described below. In addition, Company shall flow through to Supplier any penalty charges that it incurs from its pipelines for such excess deliveries, provided such penalties can be attributed to Supplier's over deliveries.

On days when OFOs are issued and Supplier delivers less than its Adjusted Target Supply Quantities, the Company shall sell, and Supplier shall buy, quantities of gas as are required for Supplier to match its daily Adjusted Target Supply Quantities except when Supplier is receiving balancing service under Company's Tariff Rider EFBS as further described below. The price for such quantities shall be the higher of the cash-out charge described above for under deliveries, or the Company's actual costs of replacement supplies. In addition, the Company shall flow through to Supplier any penalties that Company incurs from its suppliers, or transporters, that are attributable to Supplier's under deliveries.

An OFO overrun/underrun penalty of $15 will be charged per dth for unauthorized overrun/underrun resulting from the pool operator's failure to comply with the OFO. In its sole reasonable discretion, the Company may waive the assessment of part or all of such penalty for all pool operators when the unauthorized overruns/underruns are a result of: (1) an interstate or intrastate pipeline Force Majeure documented event or (2) inaccuracy, delay, or absence of the Company's measurement for a Pool Operator's customer(s). Requests for waivers must be submitted in writing to Company and be signed by an authorized representative of Pool Operator. Company will retain records of waiver requests received and their dispositions for three years.

The only exception to the above two paragraphs regarding OFO's shall be on those OFO days when the Company grants Supplier authorization to make over/under deliveries. On these days, Company will waive the regular cash out charges described above, waive the confiscation of gas supplies, and waive the flow through of pipeline penalty charges on all authorized excess/under deliveries. The Company shall grant authorization for excess/under deliveries on a non-discriminatory basis.

If Supplier is receiving balancing service under Company's Rider EFBS, Supplier is required to deliver gas under the terms of the Rider. Deliveries in excess or less than the Adjusted Target Supply Quantities will be increases or decreases to the Supplier's EFBS bank balance. When the Company's storage service provider is not authorizing over injections or over withdrawals, Supplier will be held to their designated MDDQ (Maximum Daily Delivery Quantity) and MDBQ (Maximum Daily Bank Quantity) as determined by Rider EFBS. Deliveries to the Company in excess of the Suppliers Adjusted Target Supply Quantity plus their MDBQ will be confiscated by the Company and used for its general supply requirements, without compensation to Supplier. Deliveries to the Company combined with Supplier's MDDQ that are less than the Supplier's Adjusted Target Supply Quantity will be sold to the Supplier at the higher of the cash-out charge described above for under deliveries, or the Company's actual costs of replacement supplies.

Suppliers shall have the right to make daily/monthly inter-pool trades under Rate GTS, Gas Trading Service.

The Company shall have the right to update all of its charges under this Agreement on the basis of its actual cost experience. All revenues collected from Supplier pursuant to the provisions of Article VI of this Agreement shall be flowed back to sales customers through the Company's Gas Cost Recovery mechanism.

**ARTICLE VII**

**Compensation For Gas Utilized by Company**

In the event the Company, acting pursuant to regulations or guidelines then in effect of government agencies having jurisdiction over such matters, utilizes natural gas supplies of the Supplier in order to assure gas supply to human needs and public welfare customers as defined in PUCO Case No. 85-800-GA-COI, the

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Company will reimburse Supplier for such usage upon the presentation of invoices by Supplier documenting its delivered cost for such natural gas.

**ARTICLE VIII**

**Payment**

On or about the tenth work day of the month, the Company shall render to Supplier a statement of the quantities delivered and amounts owed by Supplier for the prior billing month, including prior month's late payment charges. Suppliers shall have ten (10) days from the date of such statement to render payment to the Company. Invoices for under $100,000 may be paid by check, but payment must be postmarked within ten (10) days of the invoice date. Invoices of over $100,000 must be paid by Electronic Funds Transfer within ten (10) days of the invoice date. In any case, when the due date falls on a holiday or weekend, payment will be due on the following business day.

If payment is not made by Supplier by the due date, as described above, an additional cost will be added to the charges otherwise due, and determined by applying the daily equivalent of the currently effective prime rate, plus two (2) percent to the unpaid balance for each day until payment is received. When a bill has remained unpaid for a period of thirty (30) days after rendition by the Company, and no other financial arrangements have been agreed upon, the Company may, at its sole option, and without liability therefor, suspend or cancel such Agreement with Supplier after giving written notice of its intention to do so, but such suspension or cancellation shall not discharge Supplier from its obligation to pay such bill or from any other obligation under this Agreement, nor does such suspension or cancellation preclude the Company from any rights or remedies it does or may have at law or in equity to enforce any of the provision of this Agreement.

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**ARTICLE IX**

**Interstate Pipeline Capacity**

As a prerequisite for its participation in this Program, Supplier agrees, as agent for its pool customers, to acquire firm interstate pipeline capacity into the Company's system in amounts equal to the aggregate MDQ of Supplier's customer pools less the firm interstate pipeline capacity assigned to the Supplier by the Company, including the MDDQ associated with the EFBS program, as more fully described below. The Company shall have the right to periodically review the level and assignment of Supplier's capacity contracts in order to assure adequate MDQ coverage.

Due to the physical configuration of the Company's system, and certain upstream interstate pipeline facilities, and to enable the Company to comply with lawful interstate pipeline tariffs and/or to maintain the Company's system integrity, the Company reserves the right to direct each Supplier to proportionally deliver, with respect to the Company's northern and southern interstate pipeline receipt points, the Supplier's daily pool requirements, which shall include any use by Supplier of its EFBS bank so that Supplier's total deliveries, including flowing supply and EFBS bank withdraw, need not exceed Supplier's MDQ. Specific delivery requirements will be electronically posted by the Company.

If Supplier's aggregate Pools' MDQ exceeds 6,000 Dth/day and Supplier adds 3,000 Dth/day of additional MDQ over Supplier's MDQ as of April 1, 2007, Supplier shall be assigned a proportionate amount of Company's interstate pipeline firm transportation capacity by Company on a seasonal basis. This MDQ criterion will be reviewed by the Company semi-annually based on the MDQ as of September 30th with any release/recall becoming effective the following November 1st through March 31st, and on the MDQ as of February 28th, with any release/recall becoming effective the following April 1st through October 31st.

1. Supplier will be notified of any change to its released capacity by October 15th for winter capacity and by March 15th for summer capacity.

2. The assignment shall be structured as a release of capacity. The posted rate will be the rate for which the Company has contracted with the interstate pipeline. Any capacity with a discounted rate will be posted open to bids, with Supplier being the prearranged bidder. All other capacity will be posted at the pipeline's maximum rate with Supplier being the prearranged shipper.

3. Company shall assign interstate pipeline firm transportation capacity consistent with its delivery north/south allocation percentages and on a pro-rata basis to Company's total capacity for the designated pipelines. During the summer months of April through October, the Company's Firm Transportation capacity shall be reduced by the Company's maximum daily injection rights on Columbia Gas Transmission's Firm Storage Service for purposes of determining the pro-rata share for suppliers who are receiving Rider Firm Balancing Service (FBS) rather than Rider Enhanced Firm Balancing Service (EFBS).

4. Capacity will be assigned to Supplier on a recall-and-reput basis. Company shall release this capacity utilizing the appropriate pipeline company's electronic bulletin board and Supplier shall execute the service agreements so generated by the pipelines five (5) days prior to the end of the month to enable Supplier to nominate gas suppliers under the service agreements for the following month. If Supplier fails to execute the service agreements the charges for the released capacity will be added to the Supplier's Pool Invoice for the month.

5. Prior to the capacity release process, Supplier shall comply with the appropriate pipeline's credit review and establish itself on the pipeline's Approved Bidders List (as defined in the interstate pipeline company's tariff).

6. Company, as releasing shipper under a recallable release, remains liable to the pipeline for reservation charges, and any applicable surcharges. Supplier will provide sufficient financial guaranty to the Company of its ability to pay such pipeline charges.

7. Company reserves the right to change the type of information required as well as the nomination deadline to comply with the requirements of the interstate pipeline companies.

8. There will be no restrictions on Supplier's use of the released capacity at such times that it is not required to deliver gas to Company's system.

9. Supplier may re-release all or a portion of the capacity to a Replacement Shipper who meets all the requirements to which the Supplier is subject including but not limited to, Company's right of recall. A re-release shall not relieve Supplier of its obligation under the provisions of the capacity release.

10. Supplier, after receiving such assignment shall pay the pipeline(s) directly for all charges associated with the use of released capacity, including (without limitation) demand charges, commodity charges, taxes, surcharges, fuel allowances, imbalance and overrun charges, and penalties.

11. Supplier shall not revise receipt and delivery points of the interstate pipeline company firm transportation capacity released by Company, without written consent from Company. Supplier will be responsible for operating the assigned capacity consistent with all the terms and conditions set forth in the tariffs of Company and the applicable pipeline companies.

Effective
Void

12. For purposes of determining the amount of capacity to be released, a Supplier's MDQ will be adjusted for known significant changes to the Supplier's customers expected for the following season.

**ARTICLE X**

**Remedies**

1. Defaults. In addition to other rights to terminate or cancel that appear elsewhere in this Contract, if Company or Supplier fails to perform, to a material extent, any of the obligations imposed upon either under this Agreement, then the other party may, at its option, terminate or cancel this Agreement by causing written notice thereof to be served on the party in default, stating specifically the cause for terminating or canceling this Agreement and declaring it to be the intention of the party giving the notice to terminate or cancel the same. In the event a party receives notice of termination or cancellation made pursuant to this Article, the party in default shall have thirty (30) days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating or canceling this Agreement, and if, within said period of thirty (30) days, the party in default does so remedy or remove said causes, then such notice shall be deemed to have been withdrawn and this Agreement shall continue in full force and effect. If the party in default does not so remedy or remove the cause or causes within said period of thirty (30) days, then, at the option of the party giving notice, this Agreement shall terminate or cancel as of the expiration of said 30-day period. Any termination or cancellation of this Contract, pursuant to this Article shall be without waiver of any remedy, whether at law or in equity, to which the party not in default otherwise may be entitled for breach of this Agreement.

2. Sole and Exclusive Remedies. The liquidated damages, termination rights, cancellation rights, and interest payments outlined in this Agreement for non-performance herein shall be Company and Suppliers' respective sole and exclusive remedies for such non-performance. In no event shall either party be liable for special, incidental, exemplary, punitive, indirect or consequential damages including, but not limited to, loss of profit or revenue, cost of capital, cost of substitute products, downtime costs, or claims for damages by third parties upon Company or Supplier. This applies whether claims are based upon contract, warranty, tort, (including negligence and strict liability), or other theories of liability.

Working Draft

**ARTICLE XI**

**Force Majeure**

If either Supplier or Company is unable to fulfill its obligations under this Agreement due to an event or circumstance which is beyond the control of such party and which prevents such performance, such party shall be excused from and will not be liable for damages related to non-performance during the continuation of such impossibility of performance. Neither of the following shall be considered a force majeure condition: (1) changes in market conditions that affect the acquisition or transportation of natural gas; or (2) failure of Supplier to deliver or Pool Customers to consume scheduled gas volumes.

The party claiming force majeure will use due diligence to remove the cause of the force majeure condition and resume delivery or consumption of gas previously suspended. Gas withheld from the Supplier or Pool Customers during a force majeure condition will be delivered upon the end of such condition as soon as practicable.

**ARTICLE XII**

**Title to Gas**

Supplier warrants that it will have good title to all natural gas delivered to the Company hereunder, and that such gas will be free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify the Company, and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of a breach of such warranty.

Example Agreement

**ARTICLE XIII**

**Limitation of Third Party Rights**

This Agreement is entered into solely for the benefit of Duke Energy Ohio and the Supplier and is not intended and should not be deemed to vest any rights, privileges or interests of any kind or nature to any third party, including, but not limited to the customer group that Supplier establishes under this Agreement.

**ARTICLE XIV**

**Succession and Assignment**

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

**ARTICLE XV**

**Applicable Law and Regulations**

This Agreement shall be construed under the terms of the Company's P.U.C.O. Gas No. 18 tariff, as may be amended from time to time with the approval of the Commission. In the event the terms of this Agreement and said tariff differ in any regard, the terms of the tariff shall control.

This Agreement shall be construed under the laws of the State of Ohio and shall be subject to all valid applicable State, Federal and local laws, rules, orders, and regulations. Nothing herein shall be construed as divesting or attempting to divest any regulatory body of any of its rights, jurisdiction, powers or authority conferred by law.

**ARTICLE XVI**

**Notices and Correspondence**

Written notice and correspondence to the Company shall be addressed as follows:

Duke Energy Ohio, Inc.
P. O. Box 960
Cincinnati, Ohio 45201-0960
Attention: Manager, City Gate Operations

Telephone notices and correspondence to the Company shall be directed to (513) 287-4042. Operational notices to the Company shall be directed to the above address, Attention: Gas Control, telephone (513) 287-2559. Fax notices to the Company shall be directed to (513) 287-2018.

Written notices and correspondence to the Supplier shall be addressed as follows:

_____

_____

_____

Telephone notices to the Supplier shall be directed to ( ) _____.
Fax notices to the Supplier shall be directed to ( ) _____.

Either party may change its address for receiving notices effective upon receipt, by written notice to the other party.

IN WITNESS HEREOF, the parties hereto executed this Agreement

on the day and year first above written.

Example Agreement

WITNESS: Duke Energy Ohio, Inc.

_____ By _____

Title _____

WITNESS: SUPPLIER

_____ By _____

_____ Title _____

**RATE SAC**
**RETAIL NATURAL GAS SUPPLIER AND AGGREGATOR CHARGES**

**APPLICABILITY**

These Charges apply to Retail Natural Gas Suppliers and Aggregators providing Competitive Retail Natural Gas Service to Customers located in the Company's service territory.

**TYPES OF CHARGES**

**General Fees**

| | |
|---|---|
| Registration Fee | $ 145.00 |
| Retail Natural Gas Supplier and Aggregator Financial Evaluation Fee | $ 50.00/Evaluation |
| Retail Natural Gas Supplier Customer Information List Fee | $ 50.00/List |
| Governmental Aggregator Eligible Customer List Fee (based on zip codes only) | $ 135.00/List |
| Governmental Aggregator Eligible Customer List Fee (includes best efforts verification of governmental boundaries) | $400.00/List |
| Monthly Fee for Additional Actively Billed Retail Natural Gas Supplier Rate Codes (following the first 100 actively billed rate Codes per month) | $ 30.00/Rate Code |
| Returned Check Charge | $ 20.00/Check |

**Bill Preparation and Request Charges**

**Consolidated Bill Preparation**

| | |
|---|---|
| Hourly charge for administrative and technical support to institute program modifications associated with the implementation of consolidated billing on non-standard rates requested by the Retail Natural Gas Supplier or Aggregator | $ 125.00/Hour |

**Other Bill Preparation Requests**

| | |
|---|---|
| Request by Retail Natural Gas Supplier or Aggregator for a one page Duplicate Bill | $ 0. 3325/Bill |
| Fee for Providing Commission Mandated Abandonment Notices as Bill Messages | $ .125/Bill |

**PURCHASE OF ACCOUNTS RECEIVABLE**

The Company will negotiate a discount rate for purchase of supplier accounts receivable with each individual Retail Natural Gas Supplier or Aggregator, consistent with the guidelines approved by the Commission.

**BILLING TERMS AND CONDITIONS**

The billing terms and conditions for the above stated charges shall be in conformance with those specified in Rate FRAS.

The supplying and billing for service and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**RATE GGIT**

**GAS GENERATION INTERRUPTIBLE TRANSPORTATION RATE**

**AVAILABILITY**

Interruptible local delivery service for natural gas to be used in any commercial gas-fired electric generators, including but not limited to customer-owned co-generation, and available to any customer that: (1) signs a Service Agreement contract with the Company for service under this Rate GGIT; (2) arranges for the delivery of gas into the Company's system for customer's sole use at one point of delivery where distribution mains are adjacent to the premises to be served; and (3) utilizes natural gas transported under this tariff as its primary fuel source in combustion gas turbines unit(s) or combined cycle unit(s) for the purpose of generating electricity. Service under this tariff will be provided by displacement and on a "best efforts" basis. The Company reserves the right to decline requests to initiate or continue service hereunder whenever, in the Company's sole judgment, rendering service will be detrimental to the operation of the Company's system or impair its ability to supply gas to customers receiving service under the provisions of Rates RS, RSLI, RFT, RFTLI, GS-S, GS-L, FT-S, FT-L, IT, or other special contract arrangements.This tariff schedule shall not preclude the Company, with Commission approval, from entering into special arrangements that are designed to meet unique circumstances.

The service provided hereunder will be interruptible local gas delivery service provided on a “best efforts” basis from the Company’s city gate receipt points to the outlet side of customer’s meter. The Company, to ensure its ability to reliably supply gas to customers receiving service under the provisions of Rates RS, RSLI, RFT, RFTLI, GS-S, GS-L, FT-S, FT-L, and IT, shall have the right for operational, but not economic reasons, to designate the city gate receipt points where the customer is required to deliver its gas.

In order to receive service under this tariff, customer must have in place throughout the term of this agreement, a gas storage/balancing service agreement with an upstream supplier under which that supplier will balance customer’s hourly and daily usage with deliveries into the Company’s system. The Company will install, at customer’s expense, metering equipment that will allow it to monitor customer’s hourly and daily usage.

**NET MONTHLY BILL**

The Net Monthly Bill is determined as follows:
All gas consumed is billed in units of 100 cubic feet (CCF).

Administrative Charge per month:

Shall be equal to the monthly Administrative Charge under the Company’s Interruptible Transportation Tariff (Rate IT) or its successor tariff.

Facilities Charge per month:

Monthly amount required to amortize, over the term of the Service Agreement, any additional or incremental costs that the Company incurs in constructing facilities to bring service to customer, including the costs of such facilities as mains and service installations, metering and regulating equipment, and telemetric and flow control equipment, plus a reasonable contribution to overall system costs.

Filed pursuant to Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**NET MONTHLY BILL (Contd.)**

Usage-based Delivery Charge:

Company will deliver the arranged-for gas, less shrinkage, which is equal to the Company's system average unaccounted-for percentage, at a rate of:

| | |
|---|---|
| First 250,000 CCF per month | 100% of Rate IT Commodity Charge for first 250,000 CCF |
| Next 750,000 CCF per month | 100% of Rate IT Commodity Charge for additional CCF |
| Next 500,000 CCF per month | 75% of Rate IT Commodity Charge for additional CCF |
| Over 1,500,000 CCF per month | 60% of Rate IT Commodity Charge for additional CCF |

Plus, if applicable, all delivered gas shall be subject to an adjustment per CCF as set forth on:
Sheet No. 61, Rider GTCJA, Gas Tax Cut and Jobs Act Rider
Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider
Sheet No. 66, Rider GSR, Gas Surcredit Rider
Sheet No. 68, Rider STR, State Tax Rider
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

In addition, customer's net monthly bill, excluding gas costs and related taxes that are billed to the customer by supplier, shall be adjusted by application of the percent specified on Sheet No. 64, Rider ETR, Ohio Excise Tax Liability Rider, except that finance charges are excluded in the computation of the net bill.

**MINIMUM BILL PROVISION**

Customer will be subject to a monthly "Minimum bill" equal to the Monthly Administrative Charge and Facilities Charge, as noted above, plus applicable riders and taxes, as may be amended and approved by the Public Utilities Commission of Ohio from time to time.

**UNAUTHORIZED DELIVERIES**

In the event customer fails to interrupt transportation deliveries at Company's request, any excess deliveries through customer's meter will be considered unauthorized deliveries that are subject to the flow-through-of-pipeline penalty charges to the extent that they are incurred by the Company, and in addition thereto, shall be paid for as specified under the "Charges For Unauthorized Deliveries" provision of this rate schedule. The charges for such unauthorized deliveries shall be billed directly to the customer. However, Company may, at its sole discretion, physically discontinue service to the customer if customer refuses to interrupt service when requested by Company. Further, Company may temporarily or permanently discontinue service if customer fails to operate in accordance with the Company's directives and limitations regarding service under this tariff.

Filed pursuant to Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**CHARGES FOR UNAUTHORIZED DELIVERIES**

Any customer taking unauthorized deliveries shall be billed an amount reflective of the general service rate, Rate GS-S, Sheet No. 32, including the expected gas cost component of the gas cost recovery rate or Company's highest cost gas, and one month's demand charges on the volume difference (this charge shall not be imposed more frequently than once in any thirty day period), and/or, if so required to effectuate compliance with the interruptible provisions of this schedule, the cost incurred by the Company to valve-off the service. In any event, customer shall reimburse the Company for any interstate pipeline penalty charges resulting from such unauthorized deliveries.

**BALANCING**

For purposes of this tariff, a "pool" shall be defined as one or more customers taking service under Rate GGIT that are joined together for supply management purposes. A "pool operator" has a contractual responsibility to manage the aggregated gas supply requirements of all the Rate GGIT customers that comprise its pool. All supply management responsibilities of individual customers are transferred to the pool operator once a customer becomes a part of a pool, as the aggregated balancing requirements of all pool members are treated under this tariff as though they were a single customer with its own supply management responsibilities. Because of the large hourly and daily usage likely to flow under this tariff, the pool operator is required to contract with the pipelines designated by the Company for hourly and daily deliveries that correspond with their actual burn of gas delivered under this tariff.

**LATE PAYMENT CHARGE**

Payment of the total amount due must be received in the Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance is due and payable.

**TERMS AND CONDITIONS**

The customer shall enter into a written Service Agreement with the Company. Such Service Agreement shall set forth specific arrangements as to the transportation services provided, the level of firm gas required by customer, Monthly Facilities Charge, the minimum bill calculation, and any other circumstances relating to the individual customer.

The Company's "best efforts" are defined as the right, at any time, to curtail or interrupt the delivery or transportation of gas under this tariff when, in the judgment of the Company, such curtailment or interruption is necessary to enable the Company to maintain deliveries to higher priority customers or to respond to any emergency.

The Pool operator agrees, upon request by Company, to produce, in a timely manner, proof of the purchase of the natural gas transported, any necessary regulatory approvals, and any and all transportation arrangements with all interstate pipelines, intrastate pipelines, or others involved in transporting the pool gas' supplies.

**TERMS AND CONDITIONS (Contd.)**

No later than one hour prior to the NAESB deadline for the timely nomination cycle, pool operator shall submit a valid nomination through the Company's electronic bulletin board of its total city gate quantities of gas scheduled for the following gas day, allocated by city gate as directed by the Company. The Company will have no obligation to accommodate post-timely nominations, or changes thereto, that are made after the daily deadline.

Company will not be liable for any costs and/or penalties charged by pipelines, or suppliers, because of pool operator's over- or under-deliveries into the pipeline, or pool customers' failure to take deliveries through customers' meters that, in the aggregate, match the amount of gas transported by the pool operator to the Company's city gate.

The Company will provide customer and/or its designated pool operator, by electronic or other available means of communication, its best available operating data on gas deliveries to individual customers and for the combined pool on an hourly and daily basis. Hourly/daily operational information shall include information on hourly/daily gas flows provided by Automated Meter Reading (AMR), equipment, telemetry, or any other means the Company has available to provide the customer or its designated pool operator with its best estimate of hourly/daily gas deliveries for individual customer's and the pool's combined accounts.

In order to administer the provisions of this tariff and monitor customer's hourly/daily usage, the Company will install remote metering equipment on customer's meter site to separately meter gas used for generation volumes that qualify for this rate. Customer will be responsible for payment of the cost of such telemetric equipment, either through a lump sum payment, or at the Company's option, through a monthly facilities charge designed to reimburse the Company for the costs of such equipment. As a prerequisite for receiving service under this tariff, Customer will also be responsible for installing and maintaining, at Customer's expense, a dedicated electrical service, in a location suitable to provide electrical service for the Company's telemetering or natural gas and regulating equipment at voltage sufficient to support such equipment, or such other equipment or utilities that may be necessary, and shall also be responsible for the monthly charges for such other necessary equipment or utilities.

The primary term of contract shall be a minimum of five (5) years. After completion of the primary term, such contract shall continue month to month unless cancelled by either party by giving thirty (30) days written notice.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law. This will not preclude a special agreement in the event other considerations, such as bypass, are deemed solely by Company to be credible options for the customer.

**RIDER NGV**

**NATURAL GAS VEHICLE FUELING RIDER**

**APPLICABILITY**

Applicable to additional natural gas services required by the following:

1. Retail residential and non-residential, privately owned natural gas vehicle (NGV) fueling stations for the sole purpose of fueling a customer-owned NGV at the customer's premises.

2. Commercial NGV fueling stations in the business of selling natural gas to the general public for the purpose of fueling NGV's.

The NGV fueling station(s) must be located in the Company's natural gas service territory.

Service under the terms of this Rider NGV is subject to the following qualifications:

1. A privately owned NGV fueling station is a NGV fueling station owned by a residential or non-residential customer of Duke Energy Ohio. The private NGV fueling station must be located at the customer's residential or primary business address. The natural gas to be supplied by the Company and processed by the NGV fueling station must be used for the express and limited purpose of fueling a customer-owned NGV. The natural gas provided under the terms of this Rider for a private NGV fueling station may not be for resale or use by another individual, party or NGV.

2. A commercial NGV fueling station must be in the business of selling natural gas for public consumption. A commercial NGV fueling station may not be located at a private residence or commercial facility that is not in the business of providing fuel for the general public consumption. The natural gas to be supplied by the Company and processed by the NGV fueling station must be used for the express and limited purpose of fueling NGVs.

Customers taking service under this tariff must register with the Company as either a privately owned or commercial NGV fueling station.

**CHARACTER OF SERVICE**

Service provided under this schedule shall be firm service.

**RATES AND CHARGES**

**Privately Owned NGV Fueling Station Customers:** Natural gas service will be provided by the Company in accordance with the applicable rate schedule under which the customer receives other natural gas service.

**Commercial Fueling Station Customers:** Natural gas service will be provided by the Company in accordance with Rate FT-L. Due to the requirement that Duke Energy Ohio cannot supply natural gas for resale, the commercial fueling station customer must always have a valid agreement with a Company-approved natural gas supplier for the natural gas commodity, and must rely solely on this contracted supply of natural gas for their resale supply. In the event a fueling station is used for both private and commercial NGV fueling purposes, the entire fueling station shall be considered a commercial fueling station and natural gas service will be provided by the Company in accordance with Rate FT-L.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**RATES AND CHARGES (Cont'd)**

**Additional Costs (Privately Owned and Commercial Fueling Station Customers):** The cost of any additional facilities, rearrangement and/or relocation of existing Company facilities associated with the provision of natural gas delivery under this tariff shall be borne by the customer. The determination of need for any such relocation or rearrangement shall be at the sole discretion of the Company.

It is the customer's responsibility to:

1. Perform any fuel usage reporting that may be required, and

2. Pay any federal, state, or local road use or any other taxes that may be required.

The customer will bear all costs associated with the permitting, installation, maintenance, operation, and receipt of gas service for customer-owned NGV fueling stations, as well as be liable for all applicable NGV fuel taxes.

In addition, owner/operators of a commercial fueling station shall obtain all licenses and other governmental approvals necessary to operate a public fueling station, and shall be liable for all taxes levied as a result of sales to the public.

**SPECIAL TERMS AND CONDITIONS**

The introduction of pipeline quality gas may be incompatible with the operation of NGVs and fueling equipment. The Company shall not be liable for any damages, including, but not limited to, property and equipment damage or lost revenue, caused by the use of pipeline quality gas.

To the fullest extent permitted by Law, the customer shall defend, indemnify, and hold harmless Duke Energy Ohio and its officers, directors, employees, agents, affiliates and representatives (the "Indemnified Persons") from and against any and all claims, demands, suits, liabilities, causes of action, losses, expenses, damages, fines, penalties, court costs, reasonable attorneys' fees, and bodily injury and property damage claims (collectively, Claims) arising out of or relating to the supply of natural gas and its quality or composition.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio and to the Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**RIDER EFBS**

**ENHANCED FIRM BALANCING SERVICE**

**APPLICABILITY**

Applicable to pools served by gas suppliers/aggregators that secure their own total upstream pipeline capacity necessary to meet the aggregated peak day requirements as more fully described under the Assignment of Capacity provision contained in Rate FRAS, Full Requirements Aggregation Service, Sheet No. 44, and that elect or are required to receive service for such pools under Rider EFBS rather than Rider FBS (Firm Balancing Service).

**SERVICE**

a) Service provided under Enhanced Firm Balancing Service (EFBS) shall be subject to the limitations set forth below. Such service shall be provided on a firm basis and shall apply to all gas delivered to the Company for the Supplier and provided pursuant to this tariff, up to the Bank Contract Quantity (BCQ) set forth herein. Supplier's Maximum Daily Delivery Quantity (MDDQ) shall be that specified herein.

b) Initial allocation of EFBS shall be as follows:

1. Any Supplier whose FRAS Pool Maximum Daily Quantity (MDQ) exceeds 1,000 Dth/day, shall be allocated EFBS with an MDDQ equal to the proportion of the Company's no-notice balancing service quantity to its firm system design day times the Supplier's MDQ adjusted up to the nearest factor of 3,000.

c) Suppliers with a FRAS Pool MDQ less than 1,000 Dth/day shall continue under the Company's Rider FBS. Suppliers with a FRAS Pool MDQ greater than or equal to 1,000 Dth/day and less than 6,000 Dth/day shall have the option of receiving balancing service under EFBS or continuing under the Company's Rider FBS. Suppliers with a FRAS Pool MDQ greater than or equal to 6,000 Dth/day shall receive service under Rider EFBS. The determination will be made based on the MDQ as of December 31 of the preceding year based on the combination of all firm pools operated by the same company. Supplier pools for process-only load, comprised entirely of customers whose loads are not weather dependent (e.g. gas fired electric generation), shall be exempt from receiving service under EFBS. The annual election, if applicable, shall be made on or before January 15 of each year to become effective on April 1 of each year.

d) Incremental allocation/reduction of EFBS shall be as follows:

1. Any Supplier whose MDQ crosses a factor of 3,000 Dth/day (herein, threshold) shall receive an allocation/reduction of its EFBS with an MDDQ equal to the proportion of the Company's no-notice balancing service quantity to its firm system design day times the Supplier's threshold (3,000 Dth/day), which will remain effective from the first of the following month in which the threshold was reached until such time as another threshold is reached.

Filed pursuant to an Order dated July 10, 2024 in Case No. 24-2379-GA-RDR before the Public Utilities Commission of Ohio.

**SERVICE (Contd.)**

2. For purposes of determining increases to the EFBS bank and MDDQ, the supplier's MDQ must exceed the next threshold by at least 500 Dth per day or exceed the threshold by a lower amount for three (3) consecutive months. For purposes of determining decreases to the EFBS bank and MDDQ, the supplier's MDQ must be at least 500 Dth per day lower than the previous threshold or remain under the previous threshold by a smaller amount for three (3) consecutive months. For situations where the threshold has been either exceeded or decreased as stated in the previous two sentences, measurements shall occur on the 25th day of each month, unless such day is not a business day, in which case such measurement shall occur on the next following business day.

e) The Supplier's BCQ ratio to its allocated MDDQ will be equal to the Company's ratio of daily no-notice balancing service quantity to its annual no-notice storage quantity with its storage service provider. The Company's ratio shall be determined on an annual basis. Both the Company's no-notice balancing service quantity and its annual no-notice storage quantity with its storage service providers will be established prior to the notification deadline for selecting EFBS service, and will not be changed within the associated gas year. The Company may adjust those percentages to reflect changes in the Agreement with its storage service provider, which may also necessitate changes in pricing with respect to the service. Any changes to the percentages or prices will be communicated to Suppliers on or before January 1 each year and will become effective to coincide with the Supplier's opportunity to select either FBS or EFBS service as outlined in Rate FRAS.

When initial or incremental EFBS is allocated to a Supplier, or recalled from a Supplier effective on the first day of any month, and the adjusted BCQ causes the Supplier's percent of EFBS bank to BCQ to be outside of the range specified below, then the Supplier must purchase, sell or transfer the required amount of bank so that the percent of EFBS bank to BCQ is within the specified range, within three (3) business days of the first day of the month such change is to become effective.

| | Minimum | Maximum |
|---|---|---|
| April | 0% | 25% |
| May | 0% | 60% |
| June | 14% | 60% |
| July | 34% | 60% |
| August | 54% | 85% |
| September | 75% | 85% |
| October | 88% | 98% |
| November | 95% | 98% |
| December | 78% | 98% |
| January | 59% | 98% |
| February | 36% | 65% |
| March | 18% | 45% |

**SERVICE (Cont'd.)**

1. This designation may require the Supplier to purchase, sell or transfer a specified volume of gas for the Supplier's EFBS bank in one of four ways (as determined by the Supplier, unless Supplier fails to purchase, sell or transfer specified volumes of gas, in which case option A shall be employed): (A) The Supplier may purchase natural gas from the Company, or sell to the Company, a portion of the Company's then current inventory with its storage service provider. The price for the gas purchased or sold by the Supplier for its bank volume shall equal the Company's inventory weighted average cost of gas with its storage service provider, adjusted for fuel to get a price at the burner tip. The Company shall communicate the current inventory weighted average cost of gas to Suppliers. (B) The Supplier can purchase or sell the specified volume of gas from/to another Supplier that receives service under the EFBS, by transferring volumes of gas, provided that the transfer does not increase a Suppliers Bank above the maximum levels as defined in the EFBS tariff or decrease a Suppliers Bank below the minimum for the month. Each supplier involved in the transfer must notify the Company in writing of the amount to be transferred and the date on which the transfer is to be effective. (C) The Supplier can transfer the gas to/from its own or a third parties storage account directly into the Company's storage account through an inter-company storage inventory transfer executed through the storage service provider. The increase or decrease to the Supplier's EFBS bank will be adjusted for fuel to get the increase or decrease at the burner tip. (D) The Supplier can transfer the gas to/from its IT Pool.

2. Suppliers will be required to pay for or transfer such gas designated for Supplier's BCQ in advance of the third (3rd) business day of the month in which service is effective unless other arrangements, acceptable to the Company, have been completed.

f) Except as specified in h) below, Supplier's EFBS bank shall be increased or decreased by the daily difference between actual natural gas volumes received by the Company at its city gate and Supplier's back-cast Targeted Supply Quantity (TSQ), adjusted for fuel retainage in the following manner:

1. If the Supplier delivers more natural gas than the back-casted TSQ, then the Suppliers EFBS bank shall be increased by the amount of the over-delivery, calculated at the burner tip.

2. If the Supplier delivers less natural gas than the back-casted TSQ, then the Supplier EFBS bank shall be decreased by the amount of the under-delivery, calculated at the burner tip.

g) On a day when Supplier's TSQ is greater than or equal to the MDQ, supplier shall have full access to the total MDDQ as specified in the EFBS tariff. The Supplier will be required to make total deliveries, including the back-casted MDDQ, to match the Supplier's Adjusted Target Supply Quantity.

h) The Company may, at its option, recall EFBS from a Supplier if that Supplier subsequently ceases its participation in the Company's Customer Choice program for any reason. The Company may also recall a proportional amount of the Supplier's gas bank if the Supplier's MDQ decreases below a 3,000 Dth increment (as detailed in subparagraph (d) 1. and (d) 2. above) and the Supplier's gas bank is above the maximum quantity for that month, to become effective on the first day of the following month.

Filed pursuant to an Order dated July 10, 2024 in Case No. 24-2379-GA-RDR before the Public Utilities Commission of Ohio.

**SERVICE (Cont'd.)**

1. If the Company recalls EFBS, or the Supplier's MDQ decreases below a 3,000 Dth increment and Supplier does not elect to proceed under subparagraph (i) 2., then the Company shall buy all or a portion of Supplier's gas bank. The price of the gas in the Supplier's bank purchased by the Company shall be the Company's inventory weighted average cost of gas with its storage service provider, adjusted for fuel to get a price at the burner tip.

2. Alternatively, the Supplier can sell or transfer the specified volume of gas as described in subparagraph (f) 1.

3. In circumstances other than those described above, if a Supplier requests termination of EFBS other than at the time of the annual election, the Company may agree to termination at its sole discretion, and will elect to purchase any gas volumes remaining in the Supplier's bank at the above price options.

i) The Maximum Monthly Bank Quantities (MMBQ) shall be limited to the following percentages of Supplier's BCQ:

| | | | | | |
|---|---|---|---|---|---|
| April | 15% | August | 18% | December | 10% |
| May | 20% | September | 13% | January | 10% |
| June | 20% | October | 9% | February | 10% |
| July | 20% | November | 5% | March | 10% |

j) Supplier's total Maximum Daily Bank Quantities (MDBQ) shall equal 1/25th of the Supplier's then current total MMBQ, except during the months of November and December when the total MDBQ shall equal 1/30th of the Supplier's then current total MMBQ.

k) A Supplier may have no more than 60% of its BCQ in bank as of June 30, and no more than 85% of its BCQ in bank as of August 31.

l) The Company shall deliver Supplier's BCQ throughout the year, subject to the limitations set forth. Supplier's MDDQ shall be based upon and limited by Supplier's BCQ inventory remaining in bank determined in accordance with the Company's best estimates as follows:

| % of banked gas in BCQ | % of MDDQ |
|---|---|
| 100% to 30% | 100% |
| less than 30% to 20% | 80% |
| less than 20% to 10% | 65% |
| less than 10% to 0% | 50% |

Filed pursuant to an Order dated July 10, 2024 in Case No. 24-2379-GA-RDR before the Public Utilities Commission of Ohio.

**SERVICE (Cont'd.)**

m) The minimum and maximum monthly net withdrawal quantities for the months November through March shall be as follows:

| Month | Minimum % of BCQ | Maximum % of BCQ |
|---|---|---|
| November | No minimum | 40% |
| December | No minimum | 40% |
| January | No minimum | 40% |
| February | 10% | 30% |
| March | 10% | 20% |

n) If Supplier exceeds the maximum monthly net withdrawal limit during any of the months November through March, Supplier's maximum monthly net withdrawal quantity for the succeeding month shall be reduced by an amount equal to the excess quantities withdrawn during the excess withdrawal month. Supplier's withdrawals during the months April through October shall not be subject to maximum or minimum withdrawal limits; provided, however, that Supplier's withdrawals during that period shall be subject to the limitations of Supplier's BCQ levels.

o) Supplier's maximum bank inventory on April 1 shall not exceed 25% of its BCQ. Supplier's maximum bank inventory on February 1 shall not exceed 65% of its BCQ. Quantities in excess of 25% of Supplier's BCQ shall not be carried over beyond April 1.

**BANK TRANSFERS**

a) Suppliers may transfer volumes of gas held in their banks under the EFBS with other Suppliers receiving service under EFBS. Each supplier involved in the transfer must notify the Company in writing of the amount to be transferred and the date on which the transfer is to be effective.

b) The transfer must not increase a Suppliers Bank above the maximum levels as defined in the EFBS tariff. Likewise, the transfer must not decrease a Suppliers Bank below the MBQ for the month.

**DELIVERY POINTS**

a) The point of delivery for all gas tendered to the Company shall be the Company's city gates for EFBS service and, in accordance with the Supplier's FRAS Agreement with the Company, based upon a published EFBS allowed north/south percentage split based on the Company's Storage portfolio. The north/south split for volumes up to the TSQ shall be the same as the split for Suppliers that have elected FBS and system supply. Volumes more than the TSQ will be subject to north/south restrictions in accordance with the Company's ability to inject gas per its agreements with the storage service providers.

**WAIVER REQUESTS**

a) In regard to the above percentage limitations on withdrawals injections and EFBS bank levels, as well as the Non-Compliance section below, the Company shall allow deviations from these limitations to the extent that additional flexibility has been granted to the Company by its storage service providers. The Company may also allow deviations from these limitations in certain situations where the Company has not incurred any penalties or excess injection/withdrawal charges and when the Supplier has not demonstrated excessive violation of the tariff terms and conditions or a pattern of non-compliance. Waivers shall be granted by the Company on a non-discriminatory basis.

**RATE**

a) For all services rendered pursuant to this tariff, Supplier each month shall pay the Company the charges set forth below:

1. Demand Charge: $12.55, assessed each month on each Dth of the Supplier's MDDQ;
2. Commodity Charge: $0.032, per Mcf, applied to all monthly consumption of the supplier's aggregate FT-S, FT-L, RFT and RFT-LI services not included in a pool receiving service under Rider FBS.

b) Rates will be reviewed quarterly and adjusted based on current charges from the Company's storage service providers.

**NON-COMPLIANCE**

a) If Supplier's EFBS bank is less than zero on any day, then the Supplier shall purchase a quantity of natural gas from the Company sufficient to bring the Suppliers EFBS bank up to the minimum percent listed in Service, section (e), above, for the month in which the bank became less than zero. The price shall be 110% of the higher of the inventory weighted average cost of gas with its storage service provider or the highest price at which the Company purchased gas for that month plus interstate pipeline fuel, commodity and daily reservation charges.

b) Except in instances when the Suppliers BCQ has been reduced due to a lower MDQ, if Supplier's EFBS bank is greater than 102% of their BCQ on any day, then the amount on the first day of non-compliance in excess of the maximum percent listed in Service section (e) above for the month in which the bank exceeded 102% shall be purchased by the Company for a price equal to 90% of the lower of the inventory weighted average cost of gas with its storage service provider or the lowest price at which the Company purchased gas for that month plus interstate pipeline fuel, commodity and daily reservation charges.

c) Supplier must pay any penalties incurred by the Company from one of its storage service providers that can be attributed to actions by the supplier that do not comply with the EFBS tariff.

d) The Company may recall EFBS from a supplier for Non Compliance with the EFBS tariff. The Supplier will revert to the FBS at the beginning of the revenue month.

Filed pursuant to an Order dated July 10, 2024 in Case No. 24-2379-GA-RDR before the Public Utilities Commission of Ohio.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

# RATE IT

## INTERRUPTIBLE TRANSPORTATION SERVICE

### AVAILABILITY

Curtailable natural gas local delivery service available to any customer that: (1) signs a contract with the Company for service under Rate IT; (2) utilizes a minimum of 10,000 CCF per month during each of the seven consecutive billing periods commencing with customer's first meter reading taken during the month of April; (3) has arranged for the delivery of gas into the Company's system, for customer's sole use at one point of delivery where distribution mains are adjacent to the premises to be served; and (4) has become a member of a pool under Rate AS and elected Interruptible Monthly Balancing Service under Rate IMBS. Any service hereunder shall be provided by displacement and on a best efforts basis. The Company reserves the right to decline requests to initiate or continue such service whenever, in the Company's judgment, rendering this service would be detrimental to the operation of the Company's system or its ability to supply gas to customers receiving service under the provisions of Rates RS, RSLI, RFT, RFTLI, GS-S, GS-L, FT-S, FT-L, DGS, and SS. This tariff schedule shall not preclude the Company, with Commission approval, from entering into special arrangements that are designed to meet unique circumstances.

The service provided hereunder shall be interruptible transportation service from the Company's city gate receipt points to the outlet side of customer's meter. The Company, to ensure its ability to reliably supply gas to customers receiving service under the provisions of Rates RS, RSLI, RFT, RFTLI, GS-S, GS-L, FT-S, FT-L, DGS and SS, shall have the right for operational, but not economic reasons, to designate the city gate receipt points where the customer is required to deliver its gas.

### NET MONTHLY BILL

The Net Monthly Bill is determined as follows:
All gas consumed is billed in units of 100 cubic feet (CCF).

| | |
|---|---|
| Administrative Charge | $622.39 |

Commodity Charge:
Company will deliver the arranged-for gas, less shrinkage which is equal to the Company's system average unaccounted for percentage, at a rate of:

| | |
|---|---|
| For the first 250,000 CCF delivered | $ 0.125963 per CCF |
| Additional CCF delivered | $ 0.090445 per CCF |

Plus the throughput charge for the service level selected under Rate IMBS, Interruptible Monthly Balancing Service.

Plus, if applicable, all delivered gas shall be subject to an adjustment per CCF as set forth on:
Sheet No. 61, Rider GTCJA, Gas Tax Cut and Jobs Act Rider
Sheet No. 66, Rider GSR, Gas Surcredit Rider
Sheet No. 68, Rider STR, State Tax Rider
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

Filed pursuant to Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**NET MONTHLY BILL (Cont'd)**

Plus, if applicable, balancing related charges pursuant to Rate IMBS if customer has elected to operate as its own pool for supply management purposes.

In addition, customer's net monthly bill, excluding gas costs and related taxes that are billed to the customer on suppliers' behalf, shall be adjusted by application of the percent specified on Sheet No. 64, Rider ETR, Ohio Excise Tax Liability Rider, except that finance charges are excluded in the computation of the net bill.

Minimum: Customer will be subject to a monthly minimum bill requirement equivalent to the monthly Administrative Charge shown above, plus the Ohio Excise Tax Liability Rider and the State Tax Rider, and in addition thereto during the seven consecutive billing periods beginning in April, a 10,000 CCF per month throughput volume minimum.

If customer fails to take delivery of 10,000 CCF per month during the months of April through October, customer will be charged, in addition to the Administrative Charge and the charges for the delivered volume and the applicable Excise Tax Rider and State Tax Rider, an amount equal to the difference between 10,000 CCF and the delivered volume billed at Rate GS-S, including all applicable Riders.

In the event that customer repeatedly and significantly fails to meet the minimum throughput requirement of this tariff, customer may, at the Company's option, be removed from this tariff and denied further service, or may be switched to Rates GS-S, GS-L, FT-S, or FT-L.

**NATURAL GAS VEHICLE FUELING RIDER**

Any gas delivered under Rate IT for the purpose of a:

1. Retail non-residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises

and/or a

2. Commercial NGV fueling stations in the business of selling natural gas to the general public for the purpose of fueling NGV's

shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider.

**COMPETITIVE FLEXIBILITY**

The Company may, on an individual customer basis, charge a rate lower than that specified in the "Net Monthly Bill" provision in order to meet competition from alternative fuels or other energy sources. The decision to charge a lower rate will be made by the Company based on its interpretation of competitive conditions.

**UNAUTHORIZED DELIVERIES**

In the event customer fails to interrupt transportation deliveries at Company's request, any excess deliveries through customer's meter will be considered unauthorized deliveries that are subject to the flow-through-of-pipeline penalty charges to the extent that they are incurred by the Company, and in addition thereto, shall be paid for as specified under the "Charges For Unauthorized Deliveries" provision of this rate schedule. The charges for such unauthorized deliveries shall be billed directly to the customer in lieu of its "pool operator," if applicable. However, Company shall not be precluded from physically discontinuing service to the customer if customer refuses to interrupt service when requested by Company.

**CHARGES FOR UNAUTHORIZED DELIVERIES**

Any customer taking unauthorized deliveries shall be billed an amount reflective of the general service rate, Rate GS-S, Sheet No. 32, including the expected gas cost component of the gas cost recovery rate or Company's highest cost gas, and one (1) month's demand charges on the volume difference (this charge shall not be imposed more frequently than once in any thirty day period), and/or, if so required to effectuate compliance with the interruptible provisions of this schedule, the cost incurred by the Company to valve-off the service. In any event, customer shall reimburse the Company for any interstate pipeline penalty charges resulting from such unauthorized deliveries.

**MONTHLY BALANCING**

A "pool" can be a single Rate IT customer acting on its own behalf, or a group of Rate IT customers who join, or are joined, together for purposes of gas supply management under this tariff. A pool operator has a contractual responsibility to manage the aggregated gas supply requirements of all of the Rate IT customers that comprise its pool. All supply management responsibilities of individual customers are transferred to the pool operator once a customer becomes a part of a pool, as the aggregated balancing requirements of all pool members are treated under this tariff as though they were a single customer with its own supply management responsibilities.

Monthly throughput charges under Rate IMBS, shall be billed directly to the end-use customer. All other balancing charges, including "cash out" charges, penalties and other like charges billed under the provisions of Rate IMBS shall be billed directly to the pool operator, regardless of whether the pool operator is an individual customer acting as its own pool, or an aggregated customer pool operator. For purposes of calculating these charges, the usages of all customers within a pool will be combined into a single pool usage number, which will be matched against the pool operator's total deliveries to its IT pool.

**LATE PAYMENT CHARGE**

Payment of the total amount due must be received in the Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance is due and payable.

**TERMS AND CONDITIONS**

The customer shall enter into a written agreement with the Company. Such agreement shall set forth specific arrangements as to the transportation services provided as well as the level of firm gas required by customer and any other circumstances relating to the individual customer.

Filed pursuant to Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**TERMS AND CONDITIONS (Contd.)**

The Company's "best efforts" are defined as the right, at any time, to curtail or interrupt the delivery or transportation of gas under this tariff when, in the judgment of the Company, such curtailment or interruption is necessary to enable the Company to maintain deliveries to higher priority customers or to respond to any emergency.

The pool operator agrees, upon request by Company, to produce, in a timely manner, proof of the purchase of the natural gas to be transported, any necessary regulatory approvals, and any and all transportation arrangements with all interstate pipelines, intrastate pipelines, or others involved in transporting the pool gas' supplies.

No later than one hour prior to the NAESB deadline for the timely nomination cycle, pool operator shall submit a valid nomination through the Company's electronic bulletin board of its total city gate quantities of gas scheduled for the following gas day, allocated by city gate as directed by the Company. The Company will have no obligation to accommodate post-timely nominations, or changes thereto, that are made after the daily deadline.

Company will not be liable for any costs and/or penalties charged by pipelines, or suppliers, because of pool operator's over- or under-deliveries into the pipeline, or pool customers' failure to take deliveries through customers' meters that, in the aggregate, match the amount of gas transported by the pool operator to the Company's city gate.

In order to qualify for Rate IT service, customers who satisfy the definition of human needs and public welfare customers and primary and secondary schools must purchase standby service, or have alternative fuel capability, or have a combination thereof sufficient to maintain minimal operations.

A human needs and public welfare customer is a customer whose facilities are used for residential dwelling on either a permanent or temporary basis; commercial customers of a residential nature; other customers whose service locations are places of the kind, where the element of human welfare is the predominant factor; and civil and governmental customers whose facilities are required in the performance of protecting and preserving the public health, safety, and welfare. Such facilities shall include, but are not limited to, houses, apartment buildings, correctional institutions, hospitals, nursing homes, and charitable institutions. Specifically excluded are hotels and motels used for temporary lodging and not used as a principal place of residence on a monthly or yearly basis.

The Company will provide customer and/or its designated pool operator, by electronic or other available means of communication, its best available operating data on gas deliveries to individual customers and for the combined pool on a daily basis. Daily operational information shall include information on daily gas flows provided by Automated Meter Reading, equipment, telemetry, or any other means the Company has available to provide the customer or its designated pool operator with its best estimate of daily gas deliveries for individual customer's accounts and the pool's combined accounts.

**TERMS AND CONDITIONS (Contd.)**

In order to administer the provisions of this tariff and monitor customer's daily usage, the Company will install remote metering equipment on customer's meter site. Customer will be responsible for payment of the cost of such telemetric equipment, either through a lump sum payment, or at the Company's option, through a monthly facilities charge designed to reimburse the Company for the costs of such equipment. As a prerequisite for receiving service under this tariff, Customer will also be responsible for installing and maintaining, at Customer's expense, a dedicated electrical service, in a location suitable to provide electrical service for the Company's telemetering or natural gas and regulating equipment at voltage sufficient to support such equipment, or such other equipment or utilities that may be necessary at Customer's meter site. Customer shall also be responsible for the monthly charges for such other necessary equipment or utilities.

The primary term of contract shall be a minimum of one (1) year. After completion of the primary term, such contract shall continue month to month unless cancelled by either party by giving thirty (30) days' written notice. In the event customer re-applies for service under this tariff within one (1) year of having this contract terminated at customer's request, customer shall pay the minimum charges specified in the Net Monthly Bill provision for the number of months customer's service was inactive.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**RATE FT-S**

**FIRM TRANSPORTATION SERVICE - SMALL**

**AVAILABILITY**

Firm full requirements transportation service for an individual non-residential customer using 4,000 CCF or less during the prior calendar year at one premise, which is provided from the Company's city gate receipt points to the outlet side of Company's meter used to serve the customer. This service is available within the Company's entire service territory, and at the customer's option, to serve the firm service requirements of interruptible transportation customers in combination with service under Rate IT to all non-residential customers except for those customers whose utility service accounts are past due at the time customer desires to utilize this service. The Company may terminate a customer's supplier contract for non-payment and return the customer to the Company's service only if: (1) the Supplier has made an affirmative request for the Company to act as its agent to terminate customer contracts for non-payment; and (2) the Supplier has included in its customer contracts, a notice that the Company can terminate such contracts for non-payment. Where the Supplier is performing its own billing of the gas supply, termination of the agreement will be at the discretion of the Supplier, as specified in the Supplier contracts for service. The Supplier or the Company shall give no less than thirty (30) days' written notice that the customer will be switched from the Supplier and revert to the Company unless the past due amount is paid by the customer's next scheduled bill due date. If the past due amount is paid by the next scheduled bill due date, the customer will not revert to the Company and will remain with the Supplier. If the Company provides the late payment notice to the customer, it will send a copy of the notice to the customer's Supplier. Service shall be provided on demand from the Company's city gate receipt points to the outlet side of Company's meter used to serve the customer. Customer must enter into a "pooling" agreement with a Supplier that meets the Company's requirements for participation in this pooling program, and must arrange for the delivery of gas into Company's system.

Customers that believe that they will significantly increase throughput, from their historic firm service levels, shall so inform the Company.

Gas transported under this tariff shall be for customer's sole use at one point of delivery where distribution mains are adjacent to the premise to be served. Any gas provided hereunder shall be provided by displacement.

**DEFINITIONS**

Terms used in this tariff are defined in the same manner as set forth in Rate FRAS, Sheet No. 44.

**CHANGES IN CUSTOMERS' SERVICE ELECTIONS**

Customers that elect service under this tariff and later return to Company's sales service may do so only in accordance with the requirements of the Company's tariffs and applicable regulations of the Public Utilities Commission of Ohio. If a customer voluntarily elects to return to the Company's sales service, all incremental gas procurement, upstream transportation, and storage costs incurred by Company in order to return customer to sales service shall be borne by customer pursuant to the Commission's Gas Transportation Program Guidelines adopted in Case No. 85-800-GA-COI.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**CHARACTER OF SERVICE**

Service provided under this schedule shall be firm service.

**NET MONTHLY BILL**

The Net Monthly Bill shall be determined in accordance with the following rates and charges:

| | |
|---|---|
| Fixed Delivery Service Charge | $132.46 |
| Plus a Usage-Based Charge per CCF for each CCF of gas transported for customer from Company's city-gate measuring stations to the outlet side of Company's meter used to measure deliveries to the customer: | $0.135502 per CCF |

Plus the applicable charge per month as set forth on:
Sheet No. 61, Rider GTCJA, Gas Tax Cut and Jobs Act Rider

Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

Plus, all transported gas shall be subject to an adjustment per CCF as set forth on:
Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan
Sheet No. 66, Rider GSR, Gas Surcredit Rider
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider
Sheet No. 68, Rider STR, State Tax Rider
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.

Plus, or minus, rate adjustments which may occur as a result of changes in the rates of interstate pipelines, or of rulings of the Public Utilities Commission of Ohio and/or the Federal Energy Regulatory Commission, and for which it is determined that all customers should be allocated some portion of the corresponding costs or refunds.

In addition, the net monthly bill, as calculated above, shall be adjusted by application of the percent specified on Sheet No. 64, Rider ETR, Ohio Excise Tax Liability Rider, except that finance charges are excluded in the computation of the net bill.

Customer and/or its Suppliers shall be responsible for the collection and payment of excise taxes, revenue taxes, or similar taxes on the gas supplies that customer purchases from its Supplier.

**MINIMUM BILL**

The monthly minimum bill shall be the Fixed Delivery Service Charge and applicable charge under Rider CEP and Rider GTCJA shown above, plus the percentage specified in Rider ETR, Sheet No. 64, Ohio Excise Tax Liability Rider.

**NATURAL GAS VEHICLE FUELING RIDER**

Any gas delivered under Rate FT-S for the purpose of a:

1. Retail non-residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises

and/or a

2. Commercial NGV fueling stations in the business of selling natural gas to the general public for the purpose of fueling NGV's

shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider.

**LATE PAYMENT CHARGE**

Payment of the total amount due must be received in Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance of the bill is due and payable. However, this provision is not applicable to the unpaid account balances of those customers being back-billed in accordance with Section 4933.28 of the Ohio Revised Code, or to the unpaid gas commodity portion of account balances of those customers served by a Supplier participating in the Company's Choice Program where Company has not agreed to purchase the Supplier's accounts receivable.

**GENERAL TERMS AND CONDITIONS**

1. Approved Supplier List

   Company shall maintain a list of qualified Suppliers from which customer can choose. Such list shall include Suppliers who sign a Gas Supply Aggregation/Customer Pooling Agreement in which Supplier agrees to participate in, and abide by, Company's requirements for its pooling program. This list shall be available to customer upon request.

2. Applications and Service Date

   A customer that desires service under this tariff shall apply through its chosen Supplier. Unless the Company determines that the customer is not eligible to become a transportation customer of the Supplier, the Company shall transfer the customer to the Supplier's pool on the customer's next regularly scheduled meter reading date that is twelve (12) or more calendar days from the date the Company receives the transfer request from the Supplier. The Company shall notify the Supplier of the actual transfer date.

**GENERAL TERMS AND CONDITIONS (Cont'd)**

A customer may request termination of service under this tariff and return to the Company's sales service by notifying the Company, and the request will become effective on the customer's next regularly scheduled meter reading date that is twelve (12) or more calendar days from the receipt of such notification. In the event that a customer is returned to sales service for non-payment, the Supplier shall provide the Company with notice of termination and shall comply with any notice requirements of the Suppliers' Code of Conduct set forth in Rate FRAS, Sheet No. 44.

3. Delivery Pressure and Gas Composition

Gas service under this tariff shall be at the pressure that is currently available at customer's premises.

4. Service Term

Except customers returned for non-payment or for good cause shown, a customer that elects service under this tariff, other than a small commercial customer, shall not be permitted to return to Company's sales service for at least one (1) year.

5. Regulatory Approvals

Customer's Supplier shall be responsible for making all necessary arrangements and securing all requisite regulatory or governmental approvals, certificates or permits to enable gas to be delivered to the Company's system.

**AUTOMATIC METER READING EQUIPMENT**

If the customer requests the Company to install remote meter reading equipment at customer's meter location in order to monitor the customer's usage on a daily basis, customer shall be responsible for the cost of such equipment either through a lump-sum payment or monthly facilities charges, at the Company's option, designed to reimburse the Company for the cost of such equipment. Customer will also be responsible for installing and maintaining, at Customer's expense, a dedicated electrical service, in a location suitable to provide electrical service for the Company's telemetering or natural gas meter and regulating equipment at voltage sufficient to support such equipment, or such other equipment or utilities that may be necessary at Customer's meter site. Customer shall also be responsible for the monthly charges for such other necessary equipment or utilities.

**AUTOMATIC METER READING EQUIPMENT (Cont'd)**

In the event customer, in co-operation with its Supplier, wishes to install telemetering devices or related equipment in order to monitor consumption, the Company shall provide the necessary interface with its meters. Customer shall be responsible for the costs of providing such interface, including the cost of electric and or telephone services, if required. Customer shall pay the Company a lump-sum payment or monthly facilities charges, at the Company's option, that is designed to reimburse Company for the cost of providing such interface. Customer shall be solely responsible for installing, maintaining, and operating devices that it installs. Customer, or its agent, shall provide the Company with daily usage data if requested by the Company. In the event of disagreement between the parties, the Company's metered consumption data shall be used for all billings to the customer.

**CURTAILMENT OF SERVICE**

Company may curtail service under this rate schedule in accordance with curtailment procedures on file with, and approved by, the Public Utilities Commission of Ohio. In the event customer fails to comply with the Company's direction to curtail, the Company reserves the right to physically discontinue service to the customer. Company shall not be liable in damages or otherwise to customer for any loss of production, other claim, or any consequences occasioned by customer as a result of such curtailment or because of the lack of advance notice to customer of such curtailment.

**SERVICE REGULATIONS**

The supplying of, and billing for, service, and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio and to Company's Service Rules and Regulations currently in effect as filed with the Public Utilities Commission of Ohio and as provided by law and by the regulations of The Public Utilities Commission of Ohio.

Duke Energy Ohio
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# RATE SS

## STANDBY SERVICE

**APPLICABILITY**

Available to any human needs and public welfare customer requiring standby service where Company has adequate peak day and annual contractual arrangements. If contractual arrangements are inadequate to accommodate customer, Company shall decline to initiate such service until adequate arrangements can be completed.

**NET MONTHLY BILL**

The Net Monthly Bill is determined as follows:

The monthly contract volume, specified in the written agreement multiplied by the standby service charge is due and payable, except at such time as the standby volumes are required by customer. In that instance, customer shall be billed according to the provisions of customer's applicable general service tariff, plus the net monthly bill for standby service, which has been reduced to reflect, actual gas consumed.

The standby service charge is a monthly charge per MCF designed to recover pipeline demand costs, gas inventory charges, and similar charges the Company incurs as a result of arranging standby service.

**LATE PAYMENT CHARGE**

Payment of the total amount due must be received in the Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance is due and payable.

**TERMS AND CONDITIONS**

The customer shall enter into a written agreement with the Company. Such agreement shall set forth specific arrangements concerning the volumes to be reserved for customer and the resulting monthly amount to be paid by customer, as well as any other circumstances relating to the individual customer.

A human needs and public welfare customer is a customer whose facilities are used for residential dwelling on either a permanent or temporary basis; commercial customers of a residential nature; other customers whose service locations are places of the kind where the element of human welfare is the predominant factor; and civil and governmental customers whose facilities are required in the performance of protecting and preserving the public health, safety, and welfare. Such facilities shall include, but are not limited to, houses, apartment buildings, correctional institutions, hospitals, primary and secondary schools, nursing homes, and charitable institutions.

The primary term of contract shall be a minimum of one (1) year with a renewal or termination date of October 31 of each year. After completion of the primary term, such contract shall continue unless cancelled by either party upon thirty (30) days written notice preceding October 31 of each year.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**RATE SSIT**

**SPARK SPREAD INTERRUPTIBLE TRANSPORTATION RATE**

**THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN**

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**RATE AS**

**AGGREGATION SERVICE FOR INTERRUPTIBLE TRANSPORTATION**

**AVAILABILITY**

Pooling service available to (1) customers receiving interruptible gas transportation service under Rate IT who are acting as their own pool operator for supply management purposes, and (2) pool operators designated by Rate IT customers to manage gas supplies on their behalf and as a part of an aggregated customer pool. For purposes of administering this tariff, the usages of all customers within a pool will be combined into a single pool usage number, which will be matched against the pool operator's total deliveries to its interruptible transportation pool.

**CHARACTER OF SERVICE**

Customers must elect whether they will operate as their own pool operator or choose a pool operator from a list of approved gas pool operators that have signed "Interruptible Transportation Pooling Agreements" with the Company. Such elections will be assumed to carryover from month to month unless the customer or pool operator notifies the Company to the contrary at least ten (10) days prior to the start of a new month. In such agreements, pool operators accept responsibility for meeting the aggregated daily and monthly gas delivery requirements of those interruptible transportation customers comprising their customer pool. Included among the aggregated gas supply and delivery obligations assumed by designated pool operators are requirements for responding to operational flow orders, daily and/or monthly balancing, monthly "cash outs", and payment of penalty charges exclusive of those arising from customers' failure to interrupt or curtail deliveries when ordered to do so by the Company.

Pool operators shall have access to Company-offered services including balancing services, and imbalance trading privileges in proportion to those services that would be available to the individual customers who comprise their customer pool. Pool operators shall also have access to the daily and monthly usage data for the individual customers that comprise their pool.

**POOL OPERATOR REQUIREMENTS**

Customers will not be permitted to join pools, nor shall pool operators be permitted to disband their pools, until all outstanding imbalances with the Company have been eliminated.

**NET MONTHLY BILL**

The Net Monthly Bill shall be rendered to the pool operator by the tenth ($10^{th}$) day of the calendar month for services rendered during the preceding month, and shall consist of the following charges, or credits, calculated on an aggregated basis for the entire customer pool:

(1) In those instances where gas supplies are purchased from, or sold to, the Company under the monthly "cash-out" provision of Rate IMBS, Company shall bill pool operator for the cost of such "cash-outs" based on the aggregated imbalance of the pool and the "cash-out" pricing provision of the tariff schedule.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**NET MONTHLY BILL (Contd.)**

(2) In those instances where the pool operator has failed to respond to operational flow orders (OFOs), pool operator will be billed unauthorized overrun/underrun charges, in addition to the flow-through of penalty charges from pipeline and gas suppliers that can be attributed to pool operator's failure to respond.

**LATE PAYMENT CHARGES**

Payment of the total amount due must be received in the Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance is due and payable.

**TERMS AND CONDITIONS**

Pool operators must enter written service agreements with the Company. Such service agreements shall set forth specific covenants and obligations undertaken by the Company and pool operators under this Tariff on behalf of the customers that they serve.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to the Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**RATE GTS**

**GAS TRADING SERVICE**

**AVAILABILITY**

Daily/monthly inter-pool imbalance trading services, available to (1) customers receiving interruptible gas transportation service under Rate IT who are acting as their own pool operator for supply management purposes, (2) pool operators designated by Rate IT customers to manage their gas supplies on their behalf and as a part of an aggregated customer pool and (3) pool operators designated by Rate RFT and Rate FT customers to manage their gas supplies under Rate FRAS.

**CHARACTER OF SERVICE**

The Company will operate an electronic bulletin board (EBB) through which eligible pool operators can perform daily and/or monthly imbalance trades or transfers.

All imbalance trades or transfers must be completed within two (2) business days following the end of the month.

Transactions will be completed when the pool operator(s) on both sides of a transaction key their acceptance into the EBB. The Company will adjust the daily/monthly accounts of both parties to a transaction in order to record the volume transfer embodied in the transaction. Any dollar payments, receipts, or exchanges of other consideration agreed upon between the parties to a transaction are outside the scope of this tariff and must be completed between the parties themselves.

**BILLING**

The Company will bill the receiving party to a transfer under this tariff a $5.00 fee for each transaction. For purposes of this tariff, a transaction is each transfer of gas supplies from one pool to another on a specific gas day pursuant to an arrangement by, or between, pool operator(s) to purchase, sell, or trade gas supplies. For purposes of this tariff, the receiving party of a transfer is the purchaser or the party to whom gas supplies are transferred on a specific gas day.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

Issued: November 1, 2023 Effective: November 1, 2023

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**RATE IMBS**

**INTERRUPTIBLE MONTHLY BALANCING SERVICE**

**AVAILABILITY**

Interruptible transportation monthly gas balancing service available (1) to customers receiving service under Rate IT who are acting as their own pool for supply management purposes, and (2) to pool operators designated by customers to manage their gas supplies on their behalf, and as a part of an aggregated customer pool. For purposes of this tariff, a pool shall aggregate the requirements of all pool member customers and be treated as a single customer for supply management purposes.

**CHARACTER OF SERVICE**

The service provided under this tariff is a "best efforts," interruptible, monthly gas balancing service that requires only a general obligation to balance daily pool usage with pool deliveries into the Company's city gate stations and provides that no daily imbalance charges and/or penalties will be levied on the pool operators, except on those days when operational flow orders (OFO) have been issued. However, pool operators are under a continuing obligation to work with the Company in a good faith manner to respond to both formal and informal system management requests, and to strive to maintain relative daily balancing on the system throughout the course of the month (i.e., avoid zero and flat nominations and make weekend nominations.)

For purposes of this tariff, an "Operational Flow Order" shall be defined as "a directive issued by the Company to a pool operator requiring such pool operator to deliver daily gas quantities into the Company's designated receipt points in quantities that match their pool's actual daily measured usage, or in quantities consistent with those requested by the Company, or at specified city gate receipt points as requested by the Company." OFOs shall be issued for operational reasons only, and not for economic considerations. In the event a pool operator violates this tariff or the aggregation agreement, the Company may assess such a violator for all direct incremental gas supply, capacity, or storage costs incurred due to the violation plus a daily penalty. In addition, if the violations are part of a pattern of noncompliance or of a magnitude that merits additional action be taken, the Company may take steps to suspend or permanently remove a pool operator from participation upon notice. The Company shall have the right to limit or terminate the availability of this service to pool operators guilty of excessive abuse of the system; i.e., engaging in extreme and/or continued violations of the tariff terms and conditions including this general balancing requirement.

For purposes of administering this tariff, the daily and monthly usages of all customers within a pool will be combined into single daily/monthly pool usage number, which will be matched against the pool operator's total daily/monthly deliveries to its interruptible transportation pool.

No later than one hour prior to the NAESB deadline for the timely nomination cycle, pool operator shall submit a valid nomination through the Company's electronic bulleting board (EBB) of its total city gate quantities of gas scheduled for the following gas day, allocated by city gate as directed by the Company. The Company will have no obligation to accommodate post-timely nominations, or changes thereto, that are made after the daily deadline.

Filed pursuant to an Order dated July 10, 2024 in Case No. 24-2380-GA-ATA before the Public Utilities Commission of Ohio.

**SERVICE DESCRIPTION**

Interruptible transportation customers who avail themselves of the service under this rate schedule must conform to the monthly imbalance carry over tolerance level shown below.

| | Allowed Monthly Under-Run % | Allowed Seasonal Monthly Over-Run: May Through November % | Allowed Seasonal Monthly Over-Run: December Through April % | Charge on All Throughput |
|---|---|---|---|---|
| All Pools | 0 | 8 | 10 | $0.1289 per Mcf |

Pool operators shall be held to a monthly balancing requirement within the monthly imbalance carry over tolerance level. Pool operators shall be subject to only a general obligation to balance pool requirements and deliveries on a daily basis unless an OFO has been issued.

On days when OFOs have been issued for operational purposes other than to simply affect receipt point changes, pool operators are required to operate on a "gas-in equals gas-out" basis. Any net imbalances on these OFO days may result in unauthorized overrun/underrun charges and/or penalty charges being levied against the responsible pool operator. Such charges shall be calculated in accordance with the "Charges for Unauthorized Deliveries" provision of Rate IT, Interruptible Transportation Service. In order to minimize daily imbalance charges and penalties on OFO days, as well as end of month imbalance "cash outs," pool operators are encouraged to participate in the Company's inter-pool imbalance trading/transfer opportunities and related EBB services. Suppliers shall have the ability to make daily and/or monthly inter-pool trades under Rate GTS, Gas Trading Service.

**NET MONTHLY BILL**

Net monthly imbalances will be calculated for billing purposes as the net of:

a) actual deliveries,
b) plus or minus imbalance trades,
c) plus or minus unauthorized daily or monthly OFO overrun/underrun volumes,
d) plus daily OFO overrun/underrun penalties
e) plus monthly imbalance carryover,
f) minus actual metered usage on an aggregated pool basis, as adjusted for unaccounted for gas losses.

The Net Monthly Imbalance percentage will be determined by dividing the net monthly imbalance as measured at the burner tip by the aggregated pool usage for the month.

Pool operators receiving balancing services under this rate schedule shall be subject to the following charges:

(1) Unauthorized overrun/underrun charges as described above and resulting from pool operator's failure to comply with daily operational flow orders except as provided above.

**NET MONTHLY BILL (Contd.)**

(2) An OFO overrun/underrun penalty of $15 will be charged per dth for unauthorized overrun/underrun resulting from the pool operator's failure to comply with the OFO. In its sole reasonable discretion, the Company may waive the assessment of part or all of such penalty for all pool operators when the unauthorized overruns/underruns are a result of: (1) an interstate or intrastate pipeline Force Majeure documented event or (2) inaccuracy, delay, or absence of the Company's measurement for a Pool Operator's customer(s). Requests for waivers must be submitted in writing to Company and be signed by an authorized representative of Pool Operator. Caompany will retain records of waiver requests received and their dispositions for three years.

(3) End of month "cash out" charges for volumes over/under delivered outside of pool operator's selected Option tolerance levels, as follows:

(a) Over-deliveries are defined as monthly deliveries into the Company's city gate stations, plus the prior month's carryover volumes, that exceed the pool's aggregated customer's metered usage for the month as adjusted for shrinkage back to the city gate, and as adjusted for the pool's elected monthly carry over tolerance percentage. Over-deliveries beyond the pool's elected monthly carry over tolerance percentage shall be cashed out to the pool operator at the first of the month index published in *Inside F.E.R.C. Gas Market Report,* "Prices of Spot Gas Delivered to Pipelines," Columbia Gulf Transmission Co., Mainline Index, first publication of the month following the delivery month, plus Columbia Gulf and Columbia Gas Transmission pipelines' commodity transportation costs, plus fuel, to the Company's city gate. (Note: For actual billing purposes a burner tip rate equivalent to that described above will be applied to the volumes delivered in excess of the elected monthly carry over tolerance percentage, as measured at the burner tip.)

(b) Under-deliveries are defined as monthly deliveries into the Company's city gate stations, plus the prior month's carryover volumes, that are less than the pool's aggregated customers' metered usage for the month, as adjusted for shrinkage back to the city gate. Under-deliveries shall be cashed out at the first of the month index published in *Inside F.E.R.C. Gas Market Report,* "Prices of Spot Gas Delivered to Pipelines," Columbia Gulf Transmission Co., Mainline Index, first publication of the month following the delivery month, plus Columbia Gulf and Columbia Gas Transmission pipelines' commodity transportation costs, plus fuel, to the Company's city gate. (Note: For actual billing purposes a burner tip rate equivalent to that described above will be applied to the under-delivery volumes, as measured at the burner tip.)

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to the Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**RATE DGS**

**DISTRIBUTED GENERATION SERVICE**

**AVAILABILITY**

Available in the Company's entire service territory to customers who enter into a service agreement that identifies, among other provisions, facilities that are required to serve distributed generation installations. The facilities contemplated hereunder include, but are not limited to, the equipment necessary to accommodate non-standard system pressure. The Company reserves the right to decline requests to initiate or continue service whenever, in the Company's judgment, rendering the service would be detrimental to the operation of the Company's system or its ability to supply gas to customers receiving service under the provisions of Rates RS, RSLI, RFT, RFTLI, GS-S, GS-L, FT-S and FT-L.

**CHARACTER OF SERVICE**

The service provided under this tariff schedule is firm, on-demand, delivery service.

**NET MONTHLY BILL**

In addition to the provisions of the applicable firm transportation tariff, the following monthly charges shall apply for billing purposes.

Administrative Charge $25.00

Monthly Capacity Reservation Charge

The customer shall pay, except when the installation is operating according to the service agreement, a monthly amount equal to the level of contract capacity stated in the service agreement, times the capacity reservation charge per CCF. The level of contract capacity is the customer's estimate of the maximum hourly load in CCF that the installation will require when operating as intended. The capacity reservation charge equals the delivery charge stated in the applicable firm transportation service tariff.

The minimum monthly capacity reservation charge per installation shall be $2.00

Facilities Charge

The customer shall pay the amount specified in the service agreement.

Delivery Charge

All deliveries, as determined by the Company, shall be billed under the provisions of the applicable firm transportation service tariff.

**EXCISE TAX RIDER**

The net monthly bill shall be adjusted by application of the percent specified on Sheet No. 64, Rider ETR, Ohio Excise tax Liability Rider, except that finance charges are excluded from the computation of the net bill.

Issued pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**LATE PAYMENT CHARGE**

Payment of the Net Monthly Bill must be received in the Company's office within twenty-one (21) days from the date the bill is mailed by the Company. When not so paid, the Gross Monthly bill, which is the Net Monthly Bill plus five percent (5%), is due and payable.

**TERMS AND CONDITIONS**

The customer shall enter into a written service agreement with the Company which specifies the type of service(s) required, operational requirements, the facilities necessary to accommodate the type of service, and the level of capacity required by customer. The customer and the Company will mutually agree upon the level of contract capacity.

An additional meter shall be installed to separately measure the service hereunder.

The cost of facilities, as described in the service agreement, shall be paid by the customer.

The customer shall have contracted for such interstate pipeline services, including, but not limited to, firm transportation and no-notice delivery services, that are sufficient to satisfy the installation's planned operating schedule.

Changes in the level of contract capacity may be requested annually by the customer, on the anniversary date of the service agreement. Such requests shall be made at least thirty (30) days in advance of the anniversary date.

The term of contract shall be five years.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio as provided by law.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**RIDER DRR**

**DEFAULT RECOVERY RIDER**

**APPLICABILITY**

Applicable to all firm sales and firm transportation customers.

**DESCRIPTION**

To be Determined

**MONTHLY CHARGE**

A charge per CCF shall be applied to all gas volumes delivered to customers within the customer class(es) served by the defaulting supplier, as shown below, to be adjusted pursuant to this tariff and R. C. 4929.20, as follows:

| | |
|---|---|
| Residential | $0.00000 per CCF |
| Commercial | $0.00000 per CCF |
| Industrial | $0.00000 per CCF |
| Other Public Authority | $0.00000 per CCF |

**SERVICE REGULATIONS**

The supplying and billing for service and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**RIDER GTCJA**

**GAS TAX CUTS AND JOBS ACT RIDER**

**APPLICABILITY**

Applicable to all customers receiving service under the Company's sales and transportation rate schedules. This Rider will be updated to reflect any future changes in federal tax law impacting the Company.

**RATE**

The monthly billing amount calculated for each rate schedule shall be adjusted by the amount or the billed usage multiplied by the applicable charge or credit as indicated below.

| | |
|---|---|
| Rate RS and RSLI, Residential Service | $ (0.48) / Month |
| Rate RFT and RFTLI, Residential Firm Transportation Service | $ (0.48) / Month |
| Rate GS-S and FT-S, General Service and Firm Transportation Small | $ (1.40) / Month |
| Rate GS-L and FT-L, General Service and Firm Transportation Large | $ (5.65) / Month |
| Rate IT, Interruptible Transportation Service | $ (0.0007) / Ccf |
| Rate GGIT, Gas Generation Interruptible Transportation Rate | $ (0.0007) / Ccf |

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

Filed pursuant to an order dated April 20, 2022, in Case No.18-1830-GA-UNC before the Public Utilities Commission of Ohio.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**RIDER X**

**MAIN EXTENSION POLICY**

**APPLICABILITY**

Applicable to gas service supplied in accordance with provisions of the appropriate rate currently in effect, from the nearest available distribution main when, in the opinion of the Company, it is necessary to extend such main.

**EXTENSION PLAN**

1. One-Hundred Feet or Less.
   An extension of one hundred (100) feet or less shall per service installation shall be made by the Company to an existing distribution main without charge to a prospective customer or customers who shall each apply for and contract to use service for one (1) year or more.

2. Excess of One Hundred Feet.
   (a) Individual Service Installation.
   The Company, at its sole discretion, may perform a net present value (NPV) analysis based upon total construction costs for the entire length of the extension, and not just the costs of the extension in excess of 100 feet. The NPV analysis will take into account all volumetric base distribution revenues and fixed monthly charge revenues to be received from the customer. The NPV analysis will use a discount rate calculated based upon the most recently approved rate of return and, for residential customers, it will assume a term of no less than ten (10) years. If the NPV calculation is positive, the customer will not be charged for the construction costs. If the NPV calculation is negative, the customer must deposit with the Company an amount equal to the results of the NPV calculation prior to construction taking place. Any such deposit shall be eligible for a refund consistent with the terms and conditions of the main extension contract entered into between the Company and customer. Further, the customer must continue to receive gas service from the Company at the same service installation or premises in order to be eligible for a refund. Refunds shall not exceed the amount of the deposit and shall be limited to a period of ten (10) consecutive years following the effective date of the main extension contract.

   For large commercial and industrial customers, Duke Energy Ohio may require a minimum customer usage commitment for a defined period of time not to exceed ten (10) years.

   (b) Multiple Service Installations.
   (i) Existing Subdivisions, New Non-Joint Trench Subdivisions, and Existing Non-Subdivision.
   When an extension of the Company's main to serve an applicant amounts to more than one hundred (100) feet per service installation, the Company may require total cost of the footage in excess of 100 feet per customer to be deposited with the Company by the applicant based upon the estimated cost per foot for main extensions. Additionally, the Company, at its sole discretion, may perform a net present value (NPV) analysis based upon total construction costs for the entire length of the extension, and not just the costs of the extension in excess of 100 feet. The NPV analysis will take into account include all volumetric base distribution revenues and fixed monthly charge revenues to be received

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**EXTENSION PLAN (Contd.)**

from the customers to be connected. The NPV analysis will use a discount rate calculated based upon the most recently approved rate of return and, for residential customers, it will assume a term of no less than ten (10) years. If the NPV calculation is positive, the applicant will not be charged for the construction costs. If the NPV calculation is negative, the applicant must deposit with the Company an amount equal to the results of the NPV calculation prior to construction taking place. Any such deposit shall be eligible for a refund consistent with the terms and conditions of the main extension contract entered into between the Company and applicant. Further, where the applicant is the customer, the customer must continue to receive gas service from the Company at the same service installation or premises in order to be eligible for a refund. Refunds shall not exceed the amount of the deposit and shall be limited to a period of ten (10) consecutive years following the effective date of the main extension contract.

(ii) New Joint Trench Subdivisions.
When an extension of the Company's approach and/or internal mains is necessary to serve a new subdivision, the Company will perform a net present value (NPV) analysis of total construction costs and the revenue to be received from each customer to be connected to the new mains. For purposes of the NPV calculation, the Company will assume that a complete build-out of the subdivision will occur in five (5) years. If the NPV calculation is positive, no deposit will be required for the new subdivision and the NPV results will be credited toward the calculation of the deposit requirement for any approach main that may be required. If the NPV calculation is negative, the amount of the NPV results must be deposited with the Company prior to the construction of the mains to serve the new subdivision. Any deposit made when the NPV calculation is negative is eligible for a refund due to subsequent connections or extensions consistent with the terms and conditions of the main extension contract entered into between the Company and applicant. Refunds shall not exceed the amount of the deposit and shall be limited to a period of ten (10) consecutive years following the effective date of the main extension contract.

3. Nothing contained herein shall be construed to prohibit the Company from making extensions under different arrangements provided such arrangements have been approved by the Public Utilities Commission of Ohio.

4. Nothing contained herein shall be construed as to prohibit the Company from making, at its expense, greater extensions than herein prescribed, should its judgment so dictate, provided like free extensions are made to other customers under similar conditions.

5. In those instances where the main extension is for a Commission-approved economic development project, deposits may be funded, in whole or in part, by dollars recovered by the Company's Infrastructure Development Rider. Any incremental revenue, resulting from each additional customer connected to the line extension for a Commission-approved economic development project, will first be refunded through a credit to the Infrastructure Development Rider. This refund priority will continue until the refund credit to the Infrastructure Development Rider equals that portion of the deposit previously recovered through the Infrastructure Development Rider.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of The Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with The Public Utilities Commission of Ohio, as provided by law.

**INTERIM EMERGENCY AND TEMPORARY**

**RIDER PIPP**

**PERCENTAGE OF INCOME PAYMENT PLAN**

The current amount of Percentage of Income Payment Plan arrearages for recovery is ($0.001631) per 100 cubic feet.

This Rider is subject to reconciliation, including, but not limited to, refunds or additional charges to customers, ordered by the Commission as the result of annual audits by the Commission in accordance with the Finding and Order issued on December 14, 2011, in 08-1229-GA-COI, if determined to be unreasonable or imprudent by the Commission in the docket in which those rates were approved; provided, however, that such reconciliation shall be limited to the twelve-month period of upon which the rates were calculated.

Filed pursuant to an Entry dated May 30, 2024, in Case No. 24-418-GA-PIP before the Public Utilities Commission of Ohio.

Issued: July 16, 2024 Effective: August 1, 2024

Issued by Amy B. Spiller, President

**RIDER ETR**

**OHIO EXCISE TAX LIABILITY RIDER**

**APPLICABILITY**

Applicable to all sales and transportation services provided by the Company on behalf of customers served under any of its prevailing rate schedules or lawful and valid contracts.

This Rider is also applicable to Rider STR, State Tax Rider.

**EFFECTIVE RATE**

The rider, stated in terms of a specific percent, to be applied to customers bills is 4.890%.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

Issued: November 1, 2023 Effective: November 1, 2023

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**RIDER GSR**

**GAS SURCREDIT RIDER**

**APPLICABILITY**

Amended Substitute House Bill No. 9 (HB9) requires the Company to remove from the Company's base rates, the amount of the assessments for the Public Utilities Commission of Ohio and the Office of Consumers' Counselor that is attributable to commodity sales service for those customers that do not purchase that service from the Company. This rider is applicable to all customers who receive their gas supply from a Competitive Retail Natural Gas Service (CRNGS) provider.

This rider will remain in effect until such time as the Company establishes new base rates and this rider is recalculated.

**SURCREDIT AMOUNT**

All customers who receive their gas supply from a CRNGS shall have the following surcredit rate applied to the gas distribution charge rendered by the Company:

$0.000992 per 100 cubic feet

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

Issued: November 1, 2023 Effective: November 1, 2023

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**RIDER UE-G**

**UNCOLLECTIBLE EXPENSE RIDER**

**APPLICABILITY**

Applicable to all sales service and firm transportation customers.

**DESCRIPTION**

This rider enables the recovery of costs associated with uncollectible accounts arising from those customers responsible for paying the Uncollectible Expense Rider. The Company shall file an application with the Public Utilities Commission of Ohio if the Company determines that an adjustment of more than plus or minus ten (10) percent is needed to adjust for prior period over or under-collections.

This Rider is subject to reconciliation, including, but not limited to, refunds or additional charges to customers, ordered by the Commission as the result of annual audits by the Commission in accordance with the Finding and Order issued on December 21, 2005, in Case Nos. 05-732-EL-MER, 05-733-EL-AAM, and 05-974-GA-AAM, if determined to be unreasonable or imprudent by the Commission in the docket in which those rates were approved; provided, however, that such reconciliation shall be limited to the twelve-month period of upon which the rates were calculated.

**MONTHLY CHARGE**

A charge of $0.022681 per CCF shall be applied to all gas volumes delivered to customers in the customer classes noted above.

**SERVICE REGULATIONS**

The supplying and billing for service and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to the Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio.

Filed pursuant to an Order dated August 21, 2024, in Case No. 24-318-GA-UEX before the Public Utilities Commission Ohio.

**RIDER STR**

**STATE TAX RIDER**

**APPLICABILITY**

Applicable to all sales and transportation services provided by the Company on behalf of customers served under any of its prevailing rate schedules or lawful and valid contracts unless the customer qualifies as a "flex" customer.

**EFFECTIVE RATE**

This rider shall be applied to all units of 100 cubic feet (CCF) as follows for all customers except “flex” customers as defined below, which is consistent with Section 5272.80(N) of the Revised Code:

| | |
|---|---|
| First 1,000 CCF | $0.01593 per CCF |
| Next 19,000 CCF | $0.00877 per CCF |
| Additional CCF | $0.00411 per CCF |

All bills rendered to a flex customer shall be adjusted to provide for recovery of this tax at a rate of $0.00200 per CCF on all volumes delivered. In addition, a corresponding reduction will be made of the flex customer’s base rate.

**FLEX CUSTOMER**

A "flex" customer is an industrial or commercial facility that has consumed more than one billion cubic feet (ten million CCF) of gas per year at a single location during any of the previous five (5) years, or an industrial or commercial end user of natural gas that purchases natural gas distribution services from a natural gas distribution company at discounted rates or charges established in any of the following:

1. a special arrangement subject to review and regulation by the Public Utilities Commission of Ohio under Section 4905.31 of the Revised Code;

2. a special arrangement with a natural gas distribution company pursuant to a municipal ordinance;

3. a variable rate schedule that permits rates to vary between defined amounts, provided that the schedule is on file with the Public Utilities Commission of Ohio.

A customer that meets this definition on January 1, 2000, or thereafter is a "flex" customer for the purposes of determining the rate of taxation under Division (D) of Section 5727.811 of the Revised Code.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**RIDER GCR**

**GAS COST RECOVERY**

The Gas Cost Recovery Rate (G.C.R.) to be charged under these tariffs shall be determined in accordance with Chapter 4901:1-14 of the Ohio Administrative Code, which, in pertinent part, reads as follows:

**APPLICABILITY**

The provisions of this chapter shall apply to all gas and natural gas companies subject to the jurisdiction of the Commission, with respect to all schedules of rates established or approved by the Commission, including, but not limited to rate schedules approved or established under Sections 4905.31, 4909.19, and 4909.39 of the Revised Code. The provisions of this chapter shall not apply to municipal ordinance rates established under Section 743.26 or 4909.34 of the Revised Code or Article XVIII, Section 4 of the Ohio Constitution, except in instances where a municipal ordinance adopts, by reference or otherwise, rates established by the Commission.

**GAS COST RECOVERY RATE**

(A) The Gas Cost Recovery Rate equals:

(1) The gas or natural gas company's expected gas cost for the upcoming quarter; plus or minus

(2) The supplier refund and reconciliation adjustment, which reflects:

(a) Refunds received from the gas or natural gas company's interstate pipeline suppliers plus ten percent annual interest, except the jurisdictional portion of refunds applicable to the period prior to January 1, 1980, which are ultimately determined to be payable for sales to nonexempt industrial users which shall be paid in a lump-sum payment as approved by the Commission; and

(b) Adjustments ordered by the Commission following hearings held under Rule 4901:1-14-08 of the Administrative Code, plus ten percent annual interest; plus or minus

(3) The actual adjustment which compensates for differences between the previous quarter's expected gas cost and the actual cost of gas during that quarter; plus or minus

(4) The balance adjustment, which compensates for any under or over collections which have occurred as a result of prior adjustments.

(B) The gas cost recovery rate shall be calculated on Company wide basis.

(C) The final gas cost recovery rate shall be determined in accordance with Rule 4901:1-14-05(A).

**REPORTS**

(A) The Company shall submit quarterly gas cost recovery reports to the Commission, in such form as the Commission requires. The filing date for each such report shall be established by the Commission.

Filed pursuant to Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**REPORTS (Contd.)**

(B) Each quarterly report shall contain:

(1) An updated gas cost recovery rate, determined in accordance with Rule 4901:1-14-05 and Appendix A of the Administrative Code;

(2) The data and calculations used to determine the updated gas cost recovery rate; and

(3) Such other information as the Commission requires.

**CUSTOMER BILLING**

(A) Unless otherwise ordered by the Commission the quarterly updated gas cost recovery rate filed in accordance with Rule 4901:1-14-04 of the Administrative Code shall become effective and shall be applied to customer bills for service rendered on or after the thirtieth day following the filing date established by the Commission, or, at the option of the gas or natural gas company, on/or after the first day of the month following the thirtieth day after filing date established by the Commission. The Commission may at any time order a reconciliation adjustment as a result of errors or erroneous reporting.

(B) Except as provided in paragraphs (C) and (D) of this rule, if the gas cost recovery rate changes during the customer's billing cycle, the gas or natural gas company shall apply a weighted average gas cost recovery rate to its customer bills. The weighted average gas cost recovery rate shall be determined in accordance with "Appendix B" to this chapter.

(C) If the gas cost recovery rate changes during a customer's billing cycle, and if the customer's actual daily consumption is known by the gas or natural gas company, the company may, instead of applying a weighted average gas cost recovery rate, apply each gas cost recovery rate which was effective during the billing cycle to the volumes actually consumed when that rate was in effect.

(D) The Commission may, upon request of the Company, and for good cause shown, exempt the Company from the requirement that it apply weighted average gas cost recovery rates to its customer bills. In determining whether to grant such requests, the Commission shall consider:

(1) The number of customers served by the Company;

(2) The cost to the Company and its customer of determining weighted average gas cost recovery rates; and

(3) Such other factors as the Commission considers important.

(E) The Company shall indicate on each customer's bill:

(1) The gas cost recovery rate expressed in dollars and cents per MCF or CCF; and

(2) The total charge attributable to the gas cost recovery rate expressed in dollars and cents.

**HEARINGS**

At least thirty days after the filing of each audit report required under Paragraph (D) of Rule 4901:1-14-07 of the Administrative Code, the Commission shall hold a public hearing to review:

(1) The audit findings, conclusions, and recommendations; and

(2) Such other matters relating to the gas or natural gas company's gas cost recovery rates as the Commission considers appropriate.

**AUDITS**

The Commission shall conduct, or cause to be conducted, periodic financial and management/performance audits of each gas or natural gas company subject to the provisions of this chapter. Unless otherwise ordered by the Commission, the audits shall be conducted annually. Unless otherwise ordered by the Commission, each audit shall be conducted by a qualified independent auditing firm selected according to paragraphs (C) and (D) of Rule 4901:1-14-07. The cost of each such audit shall be paid by the gas or natural gas company.

**DEFINITIONS**

For purposes of this chapter:

(A) "Commission" means the public utilities commission.

(B) "Gas company" and "natural gas company" have the meanings set forth in Section 4905.03 of the Revised Code.

(C) "Purchased gas adjustment clause" has the meaning set forth in Section 4905.302 of the Revised Code.

(D) "Gas" means any vaporized fuel transported or supplied to consumers by a gas or natural gas company, including, but not limited to natural gas, synthetic gas, and liquefied natural gas.

(E) "Synthetic gas" means gas formed from feedstocks other than natural gas, including but not limited to coal, oil, or naphtha.

(F) "Gas cost recovery rate" means the quarterly updated gas cost adjustment determined in accordance with Rule 4901:1-14-05 of the Administrative Code and "Appendix A" to this chapter.

(G) "Mcf" means a unit of gas equal to one thousand cubic feet.

(H) "Ccf" means a unit of gas equal to one hundred cubic feet.

(I) "Gas costs" or "cost of gas" means the cost to a gas or natural gas company of obtaining the gas which it sells to its customers. The cost of gas shall include the transportation and storage charges of interstate pipeline suppliers to the extent that those charges are incorporated in the commodity rates or demand charges. The cost of gas does not include the cost of utility storage.

(J) "Customer" means each billing account of a gas or natural gas company.

Filed pursuant to Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**DEFINITIONS (Contd.)**

(K) "Special purchase" has the meaning set forth in Section 4905.302 of the Revised Code.

(L) "Self-help arrangement" means an arrangement between a gas or natural gas company and a customer providing for the transportation of gas owned by the customer from the point of production to the point of consumption.

(M) "Includable gas supplies" means:

(1) Primary gas supplies; and

(2) Utility production volumes.

(N) "Primary gas supplies" means:

(1) Supplies of natural gas or liquefied natural gas obtained from interstate pipeline suppliers, except short term supplies.

(2) Supplies of synthetic gas purchased under agreements approved by the commission under Section 4905.303 of the Revised Code, and other supplies of synthetic gas, except short term supplies, purchased under contracts approved by the commission;

(3) Supplies of gas obtained from other gas or natural gas companies;

(4) Supplies of gas, other than utility production volumes from old wells, obtained from Ohio producers;

(5) Supplies of gas made available to a gas or natural gas company under self-help arrangements;

(6) Special purchases of natural gas not included in short term supplies; and

(7) Utility production volumes from new wells provided that such volumes are priced at the lower of either: (a) the price currently being paid by the utility to independent Ohio producers for gas from like wells or (b) the lowest commodity rate currently being paid by the utility to any of its interstate pipeline suppliers.

**DEFINITIONS (Contd.)**

(O) "Utility production volumes" means all volumes of gas, other than synthetic gas, produced by a gas or natural gas company, or by a subsidiary or affiliate of a gas or natural gas company, unless the rates or charges for such production are subject to the jurisdiction of the Federal Energy Regulatory Commission.

(P) "Current direct cost of production" means the production and gathering expenses associated with utility production volumes from old wells which are included in accounts 750 through 769 of the "Uniform System of Accounts for Class A and B Gas Utilities," and accounts 710, 711, 713, 714, 715, 716, 717, and 719 of the "Uniform System of Accounts for Class C and D Gas Utilities."

(Q) "Production unit cost" means the current direct cost of production expressed in dollars and cents per Mcf.

(R) "Short term supplies" means all special purchases of gas, to the extent that those purchases decrease the level of curtailment to any customer or class of customers, except special purchases approved by the commission under Section 4905.303 of the Revised Code. For purposes of this chapter, a special purchase decreases curtailment to a class of customers if curtailment of that class is reduced, maintained at the same level, or increased to a lesser degree as a result of the special purchase.

(S) "Total sales" means all sales of includable gas supplies to retail customers. "Total sales" does not include volumes transported to consumers under self-help arrangements.

(T) "Jurisdictional sales" means total sales, less sales to customers under municipal ordinance rates, except sales under municipal ordinances which have adopted, by reference or otherwise, rates established by the commission.

(U) "Unit book cost" means the cost of total sales expressed in dollars and cents per Mcf as calculated using standard accounting methods acceptable to the commission and the gas or natural gas company's independent auditors submitting the certificate of accountability as required under paragraph (C) of Rule 4901:1-14-07 of the Administrative Code.

(V) "Commodity rate" means the commodity portion of gas costs billed by a gas or natural gas company's suppliers expressed in dollars and cents per Mcf. For purposes of the calculations required under Rule 4901:1-14-05 of the Administrative Code, "commodity rate" means the commodity rate which is expected to be in effect on the fifth day after the effective date of the new gas cost recovery rate to be determined under that Rule.

(W) "Monthly demand charge" means the monthly demand portion of gas costs billed by a gas or natural gas company's suppliers expressed in dollars and cents per Mcf. For purposes of the calculations required under Rule 4901:1-14-05 of the Administrative Code, "monthly demand charge" means the monthly demand charge which is expected to be in effect on the fifth day after the effective date of the new gas cost recovery rate to be determined under that Rule.

**DEFINITIONS (Contd.)**

(X) "Utility storage" means storage facilities operated and maintained by a gas or natural gas company, or by a subsidiary or affiliate of a gas or natural gas company, unless the charges for such facilities are incorporated in commodity rates or monthly demand charges filed with or approved by the Federal Energy Regulatory Commission.

(Y) "Reconciliation adjustment" means a positive or negative adjustment to future gas cost recovery rates ordered by the commission pursuant to Rule 4901:1-14-06 or 4901:1-14-08 of the Administrative Code.

(Z) "Supplier refund" means a refund from an interstate pipeline company ordered by the Federal Energy Regulatory Commission, including interest where ordered, where such refund is received as one lump sum payment or credit.

(AA) "Expected gas cost" means the weighted average cost of primary gas supplies and utility production from old wells expressed in dollars and cents per Mcf and determined in accordance with "Appendix A" to this chapter.

**RIDER GCRR**

**GAS COST RECOVERY RATE**

The Gas Cost Recovery Rate (GCRR) shall be determined in accordance with Chapter 4901:1-14 of the Ohio Administrative Code, which is substantially cited in its entirety on Sheet No. 70 of this Tariff, P.U.C.O. Gas No. 18.

The GCRR to be charged during the revenue month of September 2024 is $0.6496 per 100 cubic feet.

Filed pursuant to an Order dated March 11, 2004 in Case No. 03-1384-GA-ORD before the Public Utilities Commission of Ohio.

**RIDER FBS**

**FIRM BALANCING SERVICE**

**APPLICABILITY**

Applicable to pools served by gas suppliers/aggregators that secure their own total upstream pipeline capacity necessary to meet the aggregated peak day requirements as more fully described under the Assignment of Capacity provision contained in Rate FRAS, Full Requirements Aggregation Service, Sheet No. 44, and that receive service for such pools under Rider FBS rather than Rider EFBS (Enhanced Firm Balancing Service) as more fully described under the Service provision contained in Rider EFBS, Enhanced Firm Balancing Service, Sheet No. 50.

**BALANCING SERVICE CHARGE**

The FBS charge, which will be applied to all monthly consumption of the supplier's aggregate FT and RFT services not included in a pool receiving service under Rider EFBS, is $0.503 per Mcf.

Filed pursuant to an Order dated July 10, 2024 in Case No. 24-2379-GA-RDR before the Public Utilities Commission of Ohio.

**RIDER CCCR**

**CONTRACT COMMITMENT COST RECOVERY RIDER**

**APPLICABILITY**

Applicable to all firm sales and firm transportation customers.

**CONTRACT COMMITMENT COST RECOVERY RIDER**

All firm customers served pursuant to Rates RS, Rate RS – Low Income, Rate GS – Small, Rate GS – Large, Rate RFT, Rate RFT – Low Income, Rate FT – Small and Rate FT – Large shall be assessed a surcharge to enable the Company to fully recover all costs of upstream pipeline contract commitments, and costs for Duke Energy Ohio to transport gas across Duke Energy Kentucky's transmission lines which were incurred to supply gas to firm sales service customers who have elected to switch to gas transportation service.

The rate shall be in effect during the months of September 2024 through November 2024, and shall be updated quarterly, concurrent with the Company's Gas Cost Recovery filings, to reflect the amounts allocated to firm transportation customers for any pipeline overrun or OFO penalty charges incurred due to system constraints, and the cost of unneeded capacity, net of any costs that the Company is able to recover via its mitigation efforts, including, but not limited to, capacity release transactions. The charge for all CCF delivered for the respective gas schedules is as follows:

| Tariff Sheet | CCCR Charge (per CCF) |
|---|---|
| Rate RS, Residential Service | $0.00000 |
| Rate GS, General Service | $0.00000 |
| Rate RFT, Residential Firm Transportation Service | ($0.0017) |
| Rate FT, Firm Transportation Service | ($0.0017) |

Filed pursuant to an Order dated March 11, 2004 in Case No. 03-1384-GA-ORD before the Public Utilities Commission of Ohio.

Issued: August 13, 2024 Effective: September 3, 2024

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
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**RATE MPS**
**METER PULSE SERVICE**

**APPLICABILITY**
Applicable to customers that request the Company to install gas meter pulse equipment, which is a meter related service not otherwise provided by the Company.

**DESCRIPTION OF SERVICE AND SPECIFICATIONS**
The service provided is an electronic pulse output, representing a pre-determined natural gas volume. The volume will vary at different meter installations, and will thus be communicated to the customer at the time of installation. Pressure and temperature correcting factors may need to be applied by the customer.

The pulse supplied does not represent rate of flow, only total volume and should not be used for control purposes. The end-use customer is responsible for providing power and communication links to the meter pulse equipment per the Company's specifications.

Customer must provide either a regulated 24 volts DC, or 120 volts AC, an area 2' x 2', 20' away from any gas pipeline flanges or gas pressure relief devices. The Company will supply a dry contact to their energy Management software.

A failure of the pulse initiator will not be detected by Company on any routine meter reading or during other operations. Therefore, customer will be required to recognize and report any problems with the pulse system, and Company shall not be responsible for incorrect data, or subsequent customer actions based upon the data.

**TYPE OF CHARGES**
Installation of Meter Pulse Equipment: $1,000.00

If replacement of Meter Index is necessary, additional charge of: $730.00

If replacement of the Gas Meter is necessary, charges will be determined based on then current prices for purchase and installation of applicable replacement meter.

If the Company is required to make additional visits to the meter site due to the inability to gain access to the meter location or the necessary Communication Link has not been installed, or the Communication Link is not working properly, the Company may charge the customer for any additional trip to the meter site at the per visit rate of: $50.00

In addition, the Company shall charge for the cost of any incremental equipment necessary to complete the pulser installation.

**SERVICE REGULATIONS**
The supplying and billing for service and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to the Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio.

Filed pursuant to an Entry dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

# RETURNED CHECK CHARGE

**APPLICABILITY**

Applicable to all customers in the Company's gas service area.

**CHARGE**

The Company may charge and collect a fee of $20.00 to cover the cost of handling a check, tendered by a customer in payment of an account, which upon deposit by the Company is returned by the bank. Upon customer request, the Company will cancel the charge if the check was returned due to bank error.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

Duke Energy Ohio
139 East Fourth Street
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# CHARGE FOR RECONNECTION OF SERVICE

## CHARGE FOR RECONNECTION OF SERVICE

The Company may charge and collect in advance a reconnection charge of seventy dollars ($70.00) in the following situations:

A. For gas service which has been disconnected due to enforcement of the provisions specified on Sheet No. 20, Paragraph 4(g) or 4(h) of the Company's Gas Service Regulations;

In the event Sheet No. 20, Paragraph 4(d) of the Company's Gas Service Regulations is violated to the extent the customer is responsible for the unsafe or dangerous condition.

B. For gas service which has been disconnected within the preceding twelve (12) months at the request of the customer pursuant to Sheet No. 20, Paragraph 4(a), unless the customer has a meter that can be read remotely. For eligible customers with a meter that can be read remotely who desire to disconnect on a seasonal basis the company will utilize a soft close process in which the meter will be read remotely, and billing will be discontinued until the customer uses more than 40 ccf for residential customers, 100 ccf for non-residential customers or October 15th, whichever comes first. The soft-close process will be discontinued for a residential customer who uses more than 20 ccf prior to July 15th or a non-residential customer who uses more than 50 ccf prior to July 15th, and the customer will be returned to the service under which the customer was served prior to initialization of the soft close process. Since the meter will not be physically disconnected or reconnected, there will be no reconnection fee for this service. Gas only customers are not eligible for the soft close process.

The Company will send written confirmation to customers who elect a "soft close" process that explains the tariff provisions, including that the gas service will remain on at the premise.

C. For gas service which has been disconnected for nonpayment of bills when due or when service is disconnected because of unauthorized or fraudulent use, tampering with Company equipment, or denial of access to the premises as set out in Section II Paragraph 9, Access to Premises, of these Gas Service Regulations.

And, if service is discontinued because of unauthorized or fraudulent use thereof, the Company may charge and collect, in addition to the applicable charges as stated above, the total expense incurred by the Company by reason of such unauthorized or fraudulent use, plus an estimated bill for gas used, prior to the reconnection of service.

## SERVICE REGULATIONS

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**RIDER SBS**
**OPTIONAL SUMMARY BILLING SERVICE PILOT**

**APPLICABILITY**

Applicable to non-residential jurisdictional customers having multiple electric and/or gas accounts with the Company, and who request that the billings for such accounts be summarized on a single statement. Summary Billing provides customers the convenience of receiving and paying one billing statement for their gas and electric utility accounts. The Company and customer shall enter into a service agreement specifying the applicable terms and conditions under which customer agrees to accept Summary Billing. The service agreement shall also identify the individual electric and gas accounts to be included in the Summary Bill, as agreed to by the Company and the customer.

**SUMMARY BILLING STATEMENT**

The Company will render one Summary Billing Statement each month that will summarize the customer's accounts. Additionally, customers may elect to receive a report that provides details of the associated accounts. Individual detail statements will not be provided, however, customers may elect to access detailed billing information regarding their accounts electronically.

**SUMMARY BILL DUE DATE**

The amount shown as owed on the Summary Billing Statement shall be due by the Summary Billing due date. The Company shall derive the due date by applying Generally Accepted Accounting Principles and incorporating the Time Value of Money. The Company will review this date in conjunction with any major changes to the Summary Billing Account, i.e., the removal or addition of accounts. Customers agree to waive their rights to the normal grace period between the rendering of the Summary Billing Statement and the due date, as specified in this Tariff. The period of time covered by the Summary Billing Statement shall be a uniform time period as agreed to by the parties prior to billing. Should such time period require revision due to changed circumstances, the Company will inform the customer prior to any such revision.

**APPLICATION OF PAYMENT**

Payment to the Company in full amount shall satisfy the bill rendered for services and all underlying accounts.

Payment will be considered delinquent if not received by the Company on or before the established Summary Bill due date. After an account becomes sixty (60) days past due, the summary billing agreement may be terminated without further notice.

Underpayments will be used to satisfy the oldest utility balance due first, based on billing date. These payments will then be paid out on the priority order established by the Company. Overpayments will reside on the master account, and be applied to the next billing.

**BILLING ERRORS**

Customers agree to pay the amount of the "summary total" indicated on the Summary Billing Statement. Adjustments to correct any billing errors will be made by the Company to the detail accounts and will be reflected in the following month's summary total.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**LATE PAYMENT CHARGE**

Payment of the total amount due must be received in the Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance is due and payable. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

**BILL INSERTS AND NOTICES**

The Company will meet all statutory and regulatory requirements regarding bill inserts and notices by mailing a copy of such information to only the Summary Account.

**ADDITIONAL TERMS AND CONDITIONS**

There is no additional charge for Summary Billing Services.

Customers wishing to access their detail bills electronically should call the telephone number shown on their summary bill to receive confidential access to their billing information.

The customer may cancel summary billing for any reason upon thirty (30) days written notification to the Company. In the event of termination, the covered accounts will return to the normal billing and collection procedures of the Company.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio.

Duke Energy Ohio
139 East Fourth Street
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# CAPITAL EXPENDITURE PROGRAM RIDER (RIDER CEP)

## APPLICABILITY

Applicable to all customers receiving service under the Company's sales and transportation rate schedules.

## DESCRIPTION

For firm service an additional charge per account, per month, regardless of gas consumed, and for interruptible service, an additional charge per ccf, to recover costs associated with the Commission-approved capital expenditure program.

Rider CEP will be updated annually, except the first annual update which shall reflect CEP expenditures from January 1, 2019 to December 31, 2020, to reflect new CEP investments placed in service, updated regulatory asset balances, and updated depreciation and amortization for the preceding calendar year and to adjust for any over- and under-recovery. The Company shall submit a filing by March 31 of every year. Such adjustments to Rider CEP will become effective with the first billing cycle of November.

The charges for the respective gas service schedules are:

| | |
|---|---|
| Rate RS and RSLI, Residential Service | $ 2.22 per month |
| Rate RFT and RFTLI, Residential Firm Transportation Service | $ 2.22 per month |
| Rate GS-S and FT-S, General Service and Firm Transportation Small | $ 4.81 per month |
| Rate GS-L and FT-L, General Service and Firm Transportation Large | $ 31.72 per month |
| Rate IT, Interruptible Transportation Service (First 250,000 ccf) | $ 0.005683 per ccf |
| Rate IS, Interruptible Sales Service (First 250,000 ccf) | $ 0.005683 per ccf |
| Rate GGIT, Gas Generation Interruptible Transportation (First 250,000 ccf) | $ 0.005683 per ccf |

This Rider is subject to reconciliation or adjustment, including, but not limited to, refunds or additional charges to customers, ordered by the Commission provided, however, that such reconciliation or adjustment shall be limited to (a) the period of expenditures upon which rates were calculated, determined as follows: from January 1, 2013 to December 31, 2018, for the initial CEP Rider rate, the twenty-four-month period from January 1, 2019 to December 31, 2020, for the first CEP rider update, and every subsequent twelve-month period, if determined to be unlawful, unreasonable or imprudent by the Commission in the docket in which those rates were approved; or (b) the impact to the rates recovered through the rider due to changes in federal corporate income taxes, including the Tax Cuts and Jobs Act of 2017 (TCJA), and pursuant to a final order by the Commission directing changes to this rider as a result of any federal corporate income tax change.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

**RATE ARM**

**ACCOUNTS RECEIVABLE MANAGEMENT SERVICE**

**AVAILABILITY**

This service is available to all Suppliers who have been approved for participation in the Company's customer choice gas transportation program.

**CHARACTER OF SERVICE**

The Company will provide accounts receivable management service to the Supplier at a negotiated rate. Accounts receivable management service entails billing the Supplier's customers for gas commodity supplies and assuming the risk of collection for the billed amounts. Specifically, the Company will invoice the Supplier's customers for the non-regulated gas commodity and pay the Supplier the amount that Supplier authorizes Company to bill less the negotiated rate. For purposes of this service, "the amount that Supplier authorizes Company to bill", means the product of the metered usage in hundreds of cubic feet times the Supplier's price per hundred cubic feet.

Payment will be made by Company to Supplier by the twentieth ($20^{th}$) of the month following the billing month.

**TERMS AND CONDITIONS**

The term of service is one (1) year, after which the negotiated rate may be renegotiated.

The Supplier and the Company will enter into a written agreement for this service.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

Duke Energy Ohio
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**RIDER FTDC**

**FIRM TRANSPORTATION DEVELOPMENT COST RIDER**

**APPLICABILITY**

Applicable to all customers served under Rates RS, Rate RS – Low Income, Rate GS – Small, Rate GS – Large, Rate RFT, Rate RFT – Low Income, Rate FT – Small, and Rate FT – Large.

**FIRM TRANSPORTATION DEVELOPMENT COST RIDER**

All customers served pursuant to the Company's firm sales and transportation tariffs, Rate RS, GS, RFT, and FT shall be assessed a surcharge of $0.0000 per 100 cubic feet for system development, informational and educational advertising expenses, program roll out expenses, and incremental regulatory and administrative expenses which the Company has incurred to establish and promote its Customer Choice firm transportation programs. This surcharge shall remain in effect until the Company has fully recovered all such costs, including carrying costs.

**PERIODIC RECONCILIATION OF COSTS RECOVERED THROUGH THE RIDER**

At least annually, the costs to be recovered through this Rider shall be subject to review and reconciliation with the revenues recovered through this Rider. Such review and reconciliation shall be conducted by the Company, the Commission's Staff, and the Ohio Consumers' Counsel. Based on such review and reconciliation, the amount of the charge (or credit) shall be adjusted until the Company has fully recovered, but not over-recovered, the costs. Thereafter, the Rider shall be cancelled.

Filed pursuant to an Order dated November 1, 2023 in Case No. 22-507-GA-AIR before the Public Utilities Commission of Ohio.

**RIDER IDR**

**INFRASTRUCTURE DEVELOPMENT RIDER**

**APPLICABILITY**

Applicable to all customers receiving service under the Company's sales and transportation rate schedules.

**DESCRIPTION**

An additional charge per account, per month, regardless of gas consumed, to recover infrastructure development costs associated with Commission-approved Economic Development Projects and Certified Site Projects.

The IDR shall be calculated annually pursuant to an Annual Report filed by Duke Energy Ohio. Such annual adjustments to the IDR will become effective with bills rendered on or after the first billing cycle following the expiration of the Commission Staff's 75-day review period of the Annual Report, unless the adjustment to the IDR proposed in the Annual Report is suspended by the Commission for good cause, and shall be subject to reconciliation adjustments following any hearing, if necessary.

The charges for the respective gas service schedules are:

| | |
|---|---|
| Rate RS and RSLI, Residential Service | $ 0.00/month |
| Rate RFT and RFTLI, Residential Firm Transportation Service | $ 0.00/month |
| Rate GS-S and GS-L, General Service | $ 0.00/month |
| Rate DGS, Distributed Generation Service | $ 0.00/month |
| Rate FT-S and FT-L, Firm Transportation Service | $ 0.00/month |
| Rate IT, Interruptible Transportation Service | $ 0.00/month |

Rider IDR is subject to reconciliation, including, but not limited to, refunds to customers, based upon the results of audits ordered by the Commission.

Issued pursuant to an Order dated June 13, 2018 in Case 17-1197-GA-ATA before the Public Utilities Commission of Ohio.