

May 21, 2015

Public Utilities Commission of Ohio Attn: Docketing Division 11<sup>th</sup> Floor 180 East Broad Street Columbus, OH 43215-3793

RE: In the Matter of the Application of Duke Energy Ohio,
Inc., For Authority to Amend its Certified
Supplier Tariff, P.U.C.O. No. 20
) Case No. 14-842-EL-ATA

# Docketing Division:

Enclosed for filing in compliance with the Commission's Order dated April 2, 2015, in the above referenced case, is the PUCO Electric No. 19 and PUCO Electric No. 20 tariffs

Very Truly Yours,

Jim Ziolkowski

P.U.C.O. Electric No. 19 Sheet No. 01 Page 1 of 1

# **TABLE OF CONTENTS**

TABLE OF CONTENTS				
Tariff Sheet No. Series	<u>Description</u>	Summary of Applicability*		
-	Title Page			
01	Table of Contents			
10	Index to Tariff Schedules and Communities Services	Complete list of available tariffs by Sheet No. and municipalities and counties served.		
20	Service Regulations	Set of rules and regulations of the Company for providing electric service as approved by the Public Utilities Commission of Ohio.		
30	Residential Service	Tariffs available to residential customers unless the customer is provided three phase service.		
40	Distribution Voltage Service	Tariffs available, principally, to non-residential customers receiving service at 34,500 volts or lower; available to residential customers who request either three phase service or a second point of service.		
50	Transmission Voltage Service	Tariffs available, principally, to non-residential customers receiving service at 69,000 volts or higher.		
60	Lighting Service	Tariffs available for lighting of areas of a public or private nature.		
70-80	Riders	Riders necessary to determine total amount of monthly bill to customers.		
90	Miscellaneous	Miscellaneous periodic charges not reflected in standard service tariffs.		

<sup>\*</sup> To determine applicability, available tariff and Company's Service Regulations and other rules and regulations should be reviewed and discussed with the Company.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

Issued: December 19, 2011

Effective: January 1, 2012

P.U.C.O. Electric No. 19 Sheet No. 10.81 Cancels and Supersedes Sheet No. 10.80 Page 1 of 5

# INDEX TO APPLICABLE ELECTRIC TARIFF SCHEDULES AND COMMUNITIES SERVED

	Sheet No.	Effective Date
SERVICE REGULATIONS		
Service Agreements	20	05/06/13
Supplying and Taking of Service	21	05/06/13
Customer Choice Enrollment and Participation Guidelines	22	06/01/15
Customer's and Company's Installation	23	07/13/09
Metering	24	04/03/06
Billing and Payment	25	05/05/13
Credit and Deposit Provisions	26	05/06/13
Application of Service Regulations	27	04/03/06
Establishment of Credit (4901:1-17 OAC)	Supplement A	05/06/13
Disconnection of Service (4901:1-18 OAC)	Supplement B	05/06/13
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Rate RS, Residential Service	30	06/01/15
Rate ORH, Optional Residential Service with Electric Space Heating	31	06/01/15
Rate TD-AM, Optional Time-of-Day Rate for Residential Service with	01	00/01/10
Advanced Metering (Pilot)	32	05/06/13
Rate TD, Optional Time-of-Day Rate	33	06/01/15
Rate CUR, Common Use Residential Service	34	06/01/15
Rate RS3P, Residential Three-Phase Service	35	06/01/15
Rate RSLI, Residential Service – Low Income	36	06/01/15
Rider PTR, Peak Time Rebate – Residential Pilot Program	37	05/06/13
Rate TD-CPP_LITE	38	05/06/13
Rate TD-LITE	39	05/06/13
	00	33/33/13
DISTRIBUTION VOLTAGE SERVICE  Rate DS, Service at Secondary Distribution Voltage	40	06/01/15
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Rate EH, Optional Rate for Electric Space Heating	42	06/01/15
Rate DM, Secondary Distribution Service-Small.	43	06/01/15
Rate DP, Service at Primary Distribution Voltage	44	06/01/15
Reserved for Future Use	45	00/01/13
Rate SFL-ADPL, Optional Unmetered Rate for Small Fixed Loads	46	06/01/15
Rider NM-H, Net Metering Rider – Hospitals	47	01/01/12
Rider NM, Net Metering Rider	48	06/01/15
Rate IS, Interconnection Service.	49	01/01/12
Tate 10, Interest income del viole	40	01/01/12
TRANSMISSION VOLTAGE SERVICE		
Rate TS, Service at Transmission Voltage Primary Voltage	50	06/01/15

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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# INDEX TO APPLICABLE ELECTRIC TARIFF SCHEDULES AND COMMUNITIES SERVED

	Sheet No.	Effective Date
OTHER RIDERS		
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Reserved for Future Use	52	
Reserved for Future Use	53	
Reserved for Future Use	54	
Reserved for Future Use	55	
Reserved for Future Use	56	
Reserved for Future Use	57	
Reserved for Future Use	58	
Reserved for Future Use	59	
LIGHTING SERVICE		
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Rate TL, Traffic Lighting Service	61	05/06/13
Rate OL, Outdoor Lighting Service	62	06/01/15
Rate NSU, Street Lighting Service for Non-Standard Units	63	06/01/15
Rate NSP, Private Outdoor Lighting for Non-Standard Units	64	06/01/15
Rate SC, Street Lighting Service – Customer Owned	65	06/01/15
Rate SE, Street Lighting Service	66	06/01/15
Rate UOLS, Unmetered Outdoor Lighting Electric Service	67	06/01/15
Rate OL-E, Outdoor Lighting Equipment Installation	68	01/01/12
Reserved for Future Use	69	
RIDERS		
Rider DR-IKE, Storm Recovery Rider	70	01/01/12
Rider DIR, Development Incentive Rider	71	07/13/09
Rider TS, Temporary Service	72	04/03/06
Rider X, Line Extension Policy	73	06/01/15
Rider EEPF, Electricity Emergency Procedures for Long		
Term Fuel Shortages	74	04/03/06
Rider EEPC, Emergency Electric Procedures	75	04/03/06
Rider LM, Load Management Rider	76	05/06/13
Reserved for Future Use	77	
Rider TES, Thermal Energy Storage Rider	78	04/03/06
Rider GP, Green Power	79	05/06/13
Reserved for Future Use	80	
Reserved for Future Use	81	
Reserved for Future Use	82	
Rider OET, Ohio Excise Tax Rider	83	01/01/12

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

# INDEX TO APPLICABLE ELECTRIC TARIFF SCHEDULES AND COMMUNITIES SERVED

	Sheet No.	Effective Date
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Reserved for Future Use	85	
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Rider PLM, Peak Load Management Program	87	05/06/13
Rider UE-GEN, Uncollectible Expense Electric Generation	88	09/30/14
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Rate RTP, Real Time Pricing Program	90	06/01/15
Bad Check Charge	91	04/03/06
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Cogeneration and Small Power Production Sale and Purchases	93	05/06/13
Rider BDP, Backup Delivery Point Capacity Rider	94	01/01/12
Rider MDC, Meter Data Charges	95	01/01/12
Rider MSC, Meter Service Charges	96	01/05/09
Rider RTO, Regional Transmission Organization Rider	97	01/31/14
Rider GSS, Generation Support Service	98	05/06/13
Rider SBS, Optional Summary Billing Service Pilot	99	04/03/06
Reserved for Future Use	100	
Rider DSR Distribution Storn	101	06/01/15
Rider		
Rate AER, Renewable Energy Certificate Purchase Offer Agreement	102	10/20/10
Rider DCI, Distribution Capital Investmen	103	06/01/15
Rider		
Rider DR-IM, Infrastructure Modernization Rider	104	04/08/15
Rider DR-ECF, Economic Competitiveness Fund Rider	105	06/01/15
Reserved for Future Use	106	
Rider DR-SAW, Energy Efficiency Recovery Rider	107	06/01/15
Rider UE-ED, Uncollectible Expense – Electric Distribution Rider	108	09/30/14
Rider RECON, Fuel and Reserve Capacity Reconciliation Rider	109	05/06/13
Rider AER-R, Alternative Energy Recovery Rider	110	04/01/15
Rider RC, Retail Capacity Rider	111	06/01/15
Rider RE, Retail Energy Rider	112	06/01/15
Reserved for Future Use	113	
Rider LFA, Load Factor Adjustment Rider	114	06/01/15
Rider SCR, Supplier Cost Reconciliation Rider	115	04/01/15
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Rider EE-PDRR, Energy Efficiency and Peak Demand Response Recovery Rate	119	05/01/14
Rider EE-PDR, Energy Efficiency and Peak Demand Response Recovery Rider	120	09/28/12
Rate TD-13, Optional Time-Of-Day Rate for Residential Service with		
Advanced Metering (PILOT)	121	03/11/13
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Rider DM-I, Industrial Demand Management (PILOT)	123	04/02/13

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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Rate PA, Pole Attachments Tariff (PUCO No. 1).....

Sheet 1.6

01/01/12

# INDEX TO APPLICABLE ELECTRIC TARIFF SCHEDULES AND COMMUNITIES SERVED AND COMMUNITIES SERVED

Division No. 1 (Cincinnati)	Division and Town Names	Town		Town
Addyston         17         Preble County.         93           Amberley Village         33         Springboro.         45           Arlington Heights         03         Trenton.         52           Blue Ash         30         Warren County.         92           Cheviot         04         West Elkon         47           Cincinnati         01         Division No. 3 (Batavia)           Cleront County         96         Amelia         89           Cleves         18         Batavia.         78           Cleves         18         Batavia.         78           Cleves         18         Batavia.         78           Deer Park         05         Chilo.         90           Delhi Township         70         Clermont County.         96           Elmwood Place         06         Clinton County.         95           Evendale         40         Columbia Township.         55           Fairfax         41         Fayeteville         84           Forest Park         20         Felicity.         75           Glendale         07         Hamilton County.         91           Glendale         07         Hamilton Cou		No.	Division No. 2 (Middletown) (Contd.)	No.
Amberley Village         33         Springboro.         45           Arlington Heights.         03         Trenton.         52           Blue Ash.         30         Warren County.         92           Cheviot.         04         West Elkon.         47           Cincinnati.         01         Division No. 3 (Batavia)           Cleremont County.         96         Amelia.         89           Columbia Township.         55         Brown County.         98           Deer Park.         05         Chillo.         90           Delhi Township.         70         Clermont County.         96           Elmwood Place.         06         Clinton County.         96           Elmwood Place.         06         Clinton County.         95           Elmwood Place.         06         Clinton County.         95           Fairfax.         41         Fayetteville.         84           Forest Park.         20         Felicity.         75           Glendale.         07         Hamilton County.         91           Golf Manor.         38         Higginsport.         79           Green Township.         71         Highland County.         99				
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Cheviot				
Cincinnati			•	
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Montgomery.         24         Newtonsville.         81           Mt. Healthy.         10         Owensville.         82           Newtown.         42         Russellville.         77           North Bend.         26         St. Martin.         88           North College Hill.         11         Terrace Park.         70           Norwood.         02         Warren County.         92           Reading.         12         Williamsburg.         73           St. Bernard         13         Division No. 4 (Oxford)           Sharonville.         14         Butler County.         97           Silverton.         15         College Corner (Butler Co.)         65           Springdale.         19         College Corner (Preble Co.)         66           Springfield Township.         73         Oxford.         60           Sycamore Township.         74         Preble County.         93           Woodlawn.         35         Division No. 5 (Fairfield)           Wyoming.         16         Butler County.         97           Division No. 2 (Middletown)         97         Hamilton.         03           Carlisle.         54         Hamilton County.         91		09		74
Mt. Healthy         10         Owensville         82           Newtown         42         Russellville         77           North Bend         26         St. Martin         88           North College Hill         11         Terrace Park         70           Norwood         02         Warren County         92           Reading         12         Williamsburg         73           St. Bernard         13         Division No. 4 (Oxford)         97           Sharonville         14         Butler County         97           Silverton         15         College Corner (Butler Co.)         65           Springdale         19         College Corner (Preble Co.)         66           Springfield Township         73         Oxford         60           Sycamore Township         74         Preble County         93           Woodlawn         35         Division No. 5 (Fairfield)           Wyoming         16         Butler County         97           Division No. 2 (Middletown)         98           Butler County         97         Hamilton         03           Carlisle         54         Hamilton         03           Carlisle         54 <td></td> <td></td> <td></td> <td>81</td>				81
Newtown         42         Russellville         77           North Bend         26         St. Martin         88           North College Hill         11         Terrace Park         70           Norwood         02         Warren County         92           Reading         12         Williamsburg         73           St. Bernard         13         Division No. 4 (Oxford)         97           Sharonville         14         Butler County         97           Silverton         15         College Corner (Butler Co.)         65           Springdale         19         College Corner (Preble Co.)         66           Springfield Township         73         Oxford         60           Sycamore Township         74         Preble County         93           Woodlawn         35         Division No. 5 (Fairfield)           Wyoming         16         Butler County         97           Division No. 2 (Middletown)         Fairfield         09           Butler County         97         Hamilton         03           Carlisle         54         Hamilton         03           Carlisle         54         Hamilton         08           Jacksonbur				
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North College Hill.         11         Terrace Park         70           Norwood.         02         Warren County.         92           Reading.         12         Williamsburg.         73           St. Bernard.         13         Division No. 4 (Oxford)           Sharonville.         14         Butler County.         97           Silverton.         15         College Corner (Butler Co.)         65           Springdale.         19         College Corner (Preble Co.)         66           Springfield Township.         73         Oxford.         60           Sycamore Township.         74         Preble County.         93           Woodlawn.         35         Division No. 5 (Fairfield)           Wyoming.         16         Butler County.         97           Division No. 2 (Middletown)         Fairfield.         09           Butler County.         97         Hamilton.         03           Carlisle.         54         Hamilton County.         91           Franklin.         43         Millville.         08           Jacksonburg.         46         New Miami.         01				
Norwood         02         Warren County         92           Reading         12         Williamsburg         73           St. Bernard         13         Division No. 4 (Oxford)         97           Sharonville         14         Butler County         97           Silverton         15         College Corner (Butler Co.)         65           Springdale         19         College Corner (Preble Co.)         66           Springfield Township         73         Oxford         60           Sycamore Township         74         Preble County         93           Woodlawn         35         Division No. 5 (Fairfield)           Wyoming         16         Butler County         97           Division No. 2 (Middletown)         Fairfield         09           Butler County         97         Hamilton         03           Carlisle         54         Hamilton County         91           Franklin         43         Millville         08           Jacksonburg         46         New Miami         01				
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#### SECTION III - CUSTOMER CHOICE ENROLLMENT AND PARTICIPATION GUIDELINES

# 1. Selection of Certified Supplier

In order to obtain Competitive Retail Electric Service from a Certified Supplier, a customer must enter into an agreement with a Certified Supplier who meets the requirements for participation in this Customer Choice Program pursuant to the Certified Supplier Service Rules, Regulations, and Rates, specified in Duke Energy Ohio P.U.C.O. Electric No. 20. Enrollment of customers is done through a Direct Access Service Request (DASR), which may be submitted only by Certified Suppliers. DASRs will be effective on the next regularly scheduled meter read date provided that it is received by the Company at least twelve (12) calendar days before the next regularly scheduled meter read date. Enrollments will be processed on a "first in" priority basis based on the received date, using contract date as the tiebreaker. Should the contract date also be the same, the enrollments will be processed on a first in priority basis, based on the order in which the Company received the DASRs. An account may only be served by one Certified Supplier at a time.

Customers may contact the Company at any time to report that they have been switched without giving consent. To decrease the probability of this occurring, the Company requires that Certified Suppliers obtain, and maintain in their files, customer authorizations as dictated by Commission rules. These authorizations must be made available to the Company, upon request, within three (3) business days.

### 2. Pre-Enrollment End-use Customer Information List

Upon request, the Company will electronically provide to any supplier certified by the Commission the most recent End-use Customer information list. Once the list has been updated, a supplier may not use an End-use Customer information list from a prior quarter to contact a customer, but suppliers shall not be required to purchase subsequent lists.

The Company will provide customers the option to have all the customer's information listed in the section below removed from the End-use Customer information list. The Company will also provide customers the option to have all the customer's information listed below reinstated on the End-use Customer information list. The customer will be provided written notice of his or her options.

The following information will be provided on the End-use Customer information list for each customer who has not requested that all information be removed from this list:

- (a) End-use Customer name
- (b) Service Address
- (c) Service City
- (d) Service State and Zip Code
- (e) Billing Address
- (f) Billing City
- (g) Billing State and Zip Code

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# SECTION III - CUSTOMER CHOICE ENROLLMENT AND PARTICIPATION GUIDELINES (Contd.)

- (h) Rate Schedule under which service is rendered, including class and sub-class (if applicable)
- (i) Rider (if applicable)
- (j) Load Profile Reference Category
- (k) Meter Type (will provide information that is readily available)
- (I) Interval Meter data indicator (will provide information that is readily available)
- (m) Budget Bill/PIPP indicator
- (n) Meter Read Cycle
- (o) Most recent twelve (12) months of historical consumption data (actual energy usage plus demand, if available)

# 3. Customer Choice Participation Requirements

To participate in the Customer Choice Program, a customer must have an active electric service account with the Company. After the Company has accepted the customer's application for electric service, the customer may select and contact a Certified Supplier. The Company shall provide a list of all approved Certified Suppliers and which classes of customers the Certified Supplier will serve to a) all of its customers quarterly; b) all applicants for new service and customers returning to Standard Offer Service; and c) any customer upon request. The Company shall not endorse any Certified Supplier nor indicate that any Certified Supplier will receive preference because of a corporate relationship.

Interval Meters are required for customers who choose a Certified Supplier and have a maximum peak demand equal to or greater than 200 kW for the most recent twelve (12) month period. Interval Meters are also required for those customers that have an interruptible load contract with their Certified Supplier. The Company may also require Interval Metering, at Company expense, for other customers based on a review of the customer's rate schedule, billing history and class load profile information. In addition, a communication link must also be installed. The enrollment DASR for these customers will not be approved until a customer-signed Interval Meter request work order has been executed and submitted approving the Interval Meter installation.

Customers are responsible for the incremental costs of the Interval Meters and the incremental costs associated with the installation of required Interval Metering. While the Company will install the meter, the Certified Supplier, on behalf of the customer, or the customer, must arrange for the installation of the communication link (analog telephone line, hard wired or cellular). The Company will be allowed access to the communication link for meter interrogation. The Interval Metering equipment will be maintained and owned by the Company. The charges for the installation of the Interval Metering equipment are specified on tariff Sheet No. 96 "Meter Service Charges." These charges may be paid over a period not to exceed twenty-four (24) months.

Upon the successful processing of an enrollment and/or drop DASR, the Company will notify the customers in writing with the name and phone number of the Certified Supplier, the previous Certified Supplier (if applicable), the effective service change date, the Company's toll-free telephone number, the right to request an actual meter read prior to the transfer of service and the right to rescind (if applicable).

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# SECTION III - CUSTOMER CHOICE ENROLLMENT AND PARTICIPATION GUIDELINES (Contd.)

# 4. Switching Rules

An enrollment DASR must be received by the Company at least twelve (12) calendar days before the effective date, which will be the customer's next regularly scheduled meter reading date, to enroll with or switch to a new Certified Supplier. Enrollment DASRs will be effective according to the following schedule:

- (a) If an enrollment DASR is received twelve (12) or more days prior to the next regularly scheduled meter read date and no other enrollment DASR is currently pending, the enrollment DASR will be effective on the next regularly scheduled meter read date.
- (b) If an enrollment DASR is received less than twelve (12) days prior to the next regularly scheduled meter read date and no other enrollment DASR is currently pending, the enrollment DASR will be effective on the second regularly scheduled meter read date after the enrollment DASR is received.
- (c) If an enrollment DASR is currently pending, and another enrollment DASR is received, the first enrollment DASR will be effective and the second enrollment DASR will be rejected. There cannot be two pending enrollment DASRs for the same account at the same time.
- (d) If an enrollment DASR for an active electric service account is submitted for the Company Consolidated billing option known as Bill Ready and the account is currently involved in the Company's summary billing program, the DASR will be rejected until the Company's information system has the capability to accept such DASRs. In order for an enrollment DASR to be accepted for a summary billing account, the Certified Supplier must submit the DASR with a billing option for either separate billing by the Company and the Certified Supplier or the Company Consolidated billing option known as Rate Ready.
- (e) If an enrollment DASR for an active electric service account is submitted for the Company Consolidated billing option known as Bill Ready and the account is currently involved in the Company's adjusted due date program, the DASR will be rejected until the Company's information system has the capability to accept such DASRs. In order for an enrollment DASR to be accepted for an account with an adjusted due date, the Certified Supplier must submit the DASR with a billing option for either separate billing by the Company and the Certified Supplier or the Company Consolidated billing option known as Rate Ready.

For the purpose of switching rules, customers are divided into three categories; Residential End-use Customers, Nonmercantile Customers, and Mercantile Customers. Residential End-use Customers are customers who use electricity for residential purposes. Nonmercantile Customers are defined as customers who use electricity for nonresidential purposes, consume less than 700,000 kWh of electricity per year and are not part of a national account involving multiple facilities in one or more states. Mercantile Customers are customers who use electricity for nonresidential purposes, consume greater than or equal to 700,000 kWh of electricity per year or are part of a national account involving multiple facilities in one or more states.

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# SECTION III - CUSTOMER CHOICE ENROLLMENT AND PARTICIPATION GUIDELINES (Contd.)

Residential End-use Customers and Nonmercantile Customers, pursuant to Commission rules, have the right to rescind an enrollment. Any Residential End-use Customer or Nonmercantile Customer enrollment, either with a Certified Supplier or with the Company, may be rescinded by contacting the Company within seven days from the postmark date on the notice advising of the enrollment. When the Company receives notice of a rescission, the impending enrollment will be cancelled and the Residential End-use Customer or Nonmercantile Customer will remain with their current supplier.

End-use Customer Return to SSO Service

- (a) An End-use Customer's return to SSO service may be a result of End-use Customer choice, Certified Supplier default, termination of a Certified Supplier contract, opt out or termination of a governmental aggregation program, or Certified Supplier withdrawal.
- (b) An End-use Customer may contact the Company to return to the Company's SSO. The return to the SSO shall be conducted under the same terms and conditions applicable to an enrollment with a Certified Supplier. Thus, the Company will provide a rescission period consistent with the Commission's rules. Provided the End-use Customer has observed the applicable notification requirements and the Company has effectuated the request to return to the SSO twelve calendar days prior to the next regularly scheduled Meter Read Date, the End-use Customer will be returned to the SSO on the next regularly scheduled Meter Read Date.
- (c) Residential End-use Customers
  - i) Residential End-use Customers are not subject to a minimum stay.
  - ii) If a Residential End-use Customer's Certified Supplier defaults or the Residential End-use Customer opts out of a governmental aggregation program, the Residential End-use Customer will return to the Company's SSO and may switch to another Certified Supplier at any time. A Residential End-use Customer opting out of a governmental aggregation program must contact and inform the Company of the "opt out".
    - iii) The Residential End-use Customer will be mailed a letter the day following the successful processing of a DASR returning the Residential End-use Customer to the Company.
- (d) Non-Mercantile Customers
  - i) Non-Mercantile Customers are not subject to a minimum stay.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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# SECTION III - CUSTOMER CHOICE ENROLLMENT AND PARTICIPATION GUIDELINES (Contd.)

ii) If a Nonmercantile Customer returns to the Company, the Nonmercantile Customer is placed on the SSO. The Nonmercantile Customer will be mailed a letter the day following the successful processing of a DASR returning the Nonmercantile Customer to the Company.

# (e) Mercantile Customers

- i) Mercantile Customers are not subject to a minimum stay.
- ii) If a Mercantile Customer returns to the Company, the Mercantile Customer is placed on the SSO. The Mercantile Customer will be mailed a letter the day following the successful processing of a DASR returning the Mercantile Customer to the Company.

# 5. Certified Supplier Defaults

If a Certified Supplier defaults, the Company will notify the customers of the default. However, service to the affected customers will not be interrupted due to the default. The customers involved will return to the Company's Standard Offer Rate on their next regular scheduled meter read date, unless there is sufficient time to choose an alternative supplier.

### 6. Certified Supplier Drops Customer

If the Certified Supplier decides to discontinue service to a customer, the Certified Supplier will notify the customer in accordance with Commission rules and submit a Drop DASR to the Company at least twelve (12) calendar days in advance of the requested drop date, which will be the next regular scheduled meter read date. The Company will notify the customer when a Drop DASR is received.

# 7. Requests for Customer Specific Usage Information

A customer or a Certified Supplier, acting as the customer's authorized agent, may request specific usage information. The customer specific usage request will include twelve (12) months of historical data (if available) including monthly kWh usage, meter read dates, and associated monthly maximum demand history, if applicable.

This information will be provided to the customer or the Certified Supplier, acting as the customer's authorized agent, free of charge.

If the customer requests monthly Interval Metering data, the customer will be required to pay the charge specified on the tariff Sheet No. 95 "Meter Data Charges." Charges to Certified Suppliers for Interval Meter data are specified in P.U.C.O. Electric No. 20.

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# SECTION III - CUSTOMER CHOICE ENROLLMENT AND PARTICIPATION GUIDELINES (Contd.)

# 8. Customer Aggregation

Customers may be aggregated for purposes of negotiating the purchase of Competitive Retail Electric Services from a Certified Supplier. Customer aggregation is not restricted by the class of customer within an aggregated group. Accordingly, any customer may be represented by an aggregator. However, an aggregator is not a customer, but rather an agent for aggregated customers. Each aggregated customer will be treated as an individual customer of the Company for billing purposes under their otherwise applicable rate schedules. Combination of meter registrations of aggregated customers will not be permitted. No charge of a tariff service will be affected by a customer's aggregation status, and aggregation of load cannot be used for qualification under a tariff.

# 9. Bill Payment Option

A Certified Supplier must notify the Company which billing option is being chosen for its customers: (1) Company Consolidated billing or (2) separate billing by the Company and the Certified Supplier. When the Company Consolidated billing option is selected, the customer will receive one bill from the Company, which will include both the Company's and the Certified Supplier's charges stated separately. The customer is responsible for payment in full to the Company for both the Company and Certified Supplier charges when the Company performs consolidated billing. The billing option must be identified at the time the enrollment DASR is submitted to the Company. Regardless of the billing option selected by the Certified Supplier, the customer may still choose to have budget billing for bills rendered by the Company.

For customers who have a maximum annual peak demand greater than or equal to 200 kW for the most recent twelve (12) month period, the required Interval Metering will be used to support the Certified Suppliers' billing options. If a customer has a maximum annual peak demand less than 200 kW and the Company must install special metering to support a Certified Supplier's billing option, the customer will be responsible for the incremental costs of upgrading the present meter plus all costs associated with the installation of that metering equipment. The charges for an Interval Meter will be at the tariffed rate, which may be paid over a period not to exceed twenty-four (24) months.

If the Company is providing the consolidated bill option for the Certified Supplier, the Company will remit payments received for Certified Supplier charges including the associated taxes to the Certified Supplier.

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# SECTION III - CUSTOMER CHOICE ENROLLMENT AND PARTICIPATION GUIDELINES (Contd.)

All billed charges are grouped into categories and a payment priority is established for each. If a partial payment is received, the Company will apply the following payment priorities classification. Payments will be applied first to prior gas and electric Regulated Utility Charges, second to current gas and electric Regulated Utility Charges, third to prior electric Certified Supplier charges and gas supplier charges (if applicable), fourth to current electric Certified Supplier charges and gas supplier charges (if applicable), and then on a pro-rata basis for non-regulated products and services. When the priority classification is equal, payments will be applied to the oldest receivables first.

If the dual bill option is chosen, the customer will receive separate bills from the Company and the Certified Supplier for their respective charges. The Company and Certified Supplier shall be individually responsible for the collection of their respective charges.

Regardless of the bill option chosen by the Certified Supplier, customers who fail to pay in full their Regulated Utility Charges to the Company will be subject to the Company's late payment charge policy as it applies to those Regulated Utility Charges. The customer will also be subject to the rules and regulations governing the credit, collection and disconnection procedures in accordance with Sections 4901:1-17 and 4901:1-18 of the Ohio Administrative Code.

The Certified Supplier is ultimately responsible for the collection of any unpaid charges for services provided by them, as well as for developing their own credit and collection policies. However, in the course of following its collection procedures for Regulated Utility Charges, the Company may inform customers of such arrearages. In accordance with the rules and regulations governing the credit, collection and disconnection procedures specified in Sections 4901:1-17 and 4901:1-18 of the Ohio Administrative Code, the Certified Supplier may not physically disconnect customers for non-payment of Certified Supplier charges.

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

#### 1. Nature and Use of Installation

All electric service entrance wiring and equipment furnished and installed by the customer for the purpose of connecting the premises with the Company's service, shall be suitable for the purposes thereof and shall be installed, owned and maintained by the customer at all times in conformity with the National Electrical Code, any other codes and regulations in effect in the area served and the standards contained in the latest revision of the Company's booklet entitled "Information & Requirements for Electric Service," copies of which are available at the Company's offices.

#### 2. Installation of Meters

Electricity will be measured by a meter or meters to be owned and installed by the Company in the customer's meter base at a location approved by the Company. The Company will install upon the customer's premises one meter or one unified set of meters for each standard service connection. Meters for new single-family residences are to be located outside the residence.

#### 3. Installation and Maintenance

Except as otherwise provided in these ELECTRIC SERVICE REGULATIONS, in service agreements or rate schedules, the Company will install and maintain its lines and equipment on its side of the point of delivery, but shall not be required to install or maintain any lines or equipment, except Company owned meters and metering equipment, on the customer's side of the point of delivery without cost to the customer. Only the Company's agents are authorized to connect the Company's service to the customer's service.

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.

Subject to the rules, conditions and riders covering the installation of service connections and extensions, the Company will make one standard service connection to the customer's installation. If three phase service is required and an additional connection is necessary, both will be considered as one service connection.

The rates for each class of service provided for in the rate schedules contemplate the furnishing of service to one location or premises through one standard service connection. Where the customer is receiving service through more than one standard metering installation, the Company will calculate and render a separate bill for service furnished through each metering installation. If the Company elects to provide more than one standard service connection, the Company may, at its option, combine these connections and calculate and render one bill.

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Issued: July 10, 2009 Effective: July 13, 2009

P.U.C.O. Electric No. 19 Sheet No. 23.4 Cancels and Supersedes Sheet No. 23.3 Page 2 of 2

# SECTION IV - CUSTOMER'S AND COMPANY'S INSTALLATIONS (Contd.)

When a customer or private party requests the Company to relocate the Company's facilities or a customer's service entrance wiring, such requesting party shall pay all expenses related to such relocation.

When the Company relocates its facilities or a customer's service entrance wiring at the request of a governmental entity (or Administrating Agency) and if the relocation was related to a project financed through transportation improvement district funding, joint economic development district funding, tax increment funding, or similar quasi-public funding, then the governmental entity (or Administrating Agency) shall pay for the cost of relocating Company's facilities in direct proportion to the contributions received from the other funding sources.

The Company shall not be required to construct general distribution lines underground unless the cost of such special construction for general distribution lines and/or the cost of any change of existing overhead general distribution lines to underground which is required or specified by a municipality or other public authority (to the extent that such cost exceeds the cost of construction of the Company's standard facilities) shall be paid for by that municipality or public authority.

# 4. Special Power Apparatus

In the case of hoists, elevators, welding machines or other installations, where the use of electricity is intermittent or subject to violent fluctuations, the Company reserves the right to use the input rating or the metered instantaneous demand of such equipment under maximum operating conditions for billing purposes, or to require the customer to provide at his own expense, suitable equipment to reasonably limit such intermittence or fluctuation that may affect the service provided to other customers.

# 5. Changes in Installations

As the Company's service drops, transformers, meters and other facilities used in supplying service to the customer have limited capacity, the customer should give 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. Any change affecting an estimated billing demand shall be reviewed by the Company's representative and shall become effective from the succeeding meter reading.

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 change in the customer's installation.

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P.U.C.O. Electric No. 19 Sheet No. 24.1 Cancels and Supersedes Sheet No. 24 Page 1 of 1

#### **SECTION V - METERING**

#### 1. Meter Tests

The Company, for the mutual protection of the customer and the Company, will make periodic tests of the meter used in measuring electricity furnished to the customer, and will test a meter upon the written request of a customer. The Company owned 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 two percent (2%) 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 the Company will not charge the customer. If, during the subsequent thirty-sixth month period, the customer requests that a meter test be conducted and the meter is found to be within the tolerances described above, the customer will be billed for the expense of such meter test as specified on Sheet No. 96, Meter Service Charges.

# 2. Basis for Bill Adjustment

The Company will refund to the customer any overcharges if the meter is found to be registering more than two percent (2%) fast and the customer may be billed and will pay the undercharges if the meter is found to be registering more than two percent (2%) 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 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 or theft of utility service, or where a physical act of a customer or its agent causes inaccurate or no recording of the electric meter reading, or inaccurate or no measurement of the electricity rendered.

Filed pursuant to an Entry 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 James P. Henning, President

P.U.C.O. Electric No. 19 Sheet No. 27.2 Cancels and Supersedes Sheet No. 27.1 Page 1 of 1

#### **SECTION VIII - APPLICATION OF SERVICE REGULATIONS**

# 1. Application of ELECTRIC 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 ELECTRIC 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.

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 James P. Henning, President

P.U.C.O. Electric No. 19 Sheet No. 30.15 Cancels and Supersedes Sheet No. 30.14 Page 1 of 2

### **RATE RS**

#### RESIDENTIAL SERVICE

#### **APPLICABILITY**

Applicable to electric service other than three phase service, for all domestic purposes in private residences and single occupancy apartments and separately metered common use areas of multi-occupancy buildings in the entire territory of the Company where distribution lines are adjacent to the premises to be served.

Residences where not more than two rooms are used for rental purposes will also be included. Where all dwelling units in a multi-occupancy building are served through one meter and the common use area is metered separately, the kilowatt-hour rate will be applied on a "per residence" or "per apartment" basis, however, the customer charge will be based on the number of installed meters.

Where a portion of a residential service is used for purposes of a commercial or public character, the applicable general service rate is applicable to all service. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this rate will be applied to the residential service, if the service qualifies hereunder.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

### **TYPE OF SERVICE**

Alternating current 60 Hz, single phase at Company's standard secondary voltage.

### **NET MONTHLY BILL**

Computed in accordance with the following charges:

1. Distribution Charges

(a) Customer Charge

\$6.00 per month

(b) Energy Charge

\$0.025342 per kWh

2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Improvement Rider

Sheet No. 104, Rider DR-IM, Infrastructure Modernization Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 30.15 Cancels and Supersedes Sheet No. 30.14 Page 2 of 2

# **NET MONTHLY BILL (Contd.)**

Sheet No. 108, Rider UE-ED, Uncollectible Expense - Electric Distribution Rider

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider

Sheet No. 119, Rider EE-PDRR, Energy Efficiency and Peak Demand Response Recovery

Rate

Sheet No. 122, Rider DDR, Distribution Decoupling Rider

### MINIMUM CHARGE

The minimum charge shall be the Customer Charge as stated above.

#### **BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

#### 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 of customers enrolled in income payment plans pursuant to OAC Section 4901:1-18-04(B);; and
- Unpaid account balances for services received from a Certified Supplier.

# **TERMS AND CONDITIONS**

This rate is available upon application in accordance with the Company's 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 April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 31.15 Cancels and Supersedes Sheet No. 31.14 Page 1 of 3

### **RATE ORH**

# OPTIONAL RESIDENTIAL SERVICE WITH ELECTRIC SPACE HEATING

### **APPLICABILITY**

Applicable to electric service, other than three phase service, used for all domestic purposes in private residences and single occupancy apartments where permanently connected electric heating equipment is installed and in regular use as the primary source of qualified space heating in the entire territory of the Company where distribution lines are adjacent to the premises to be served. In addition, the customer will be required to pay an amount equal to the current installed cost of demand metering equipment in excess of the current installed cost of standard watt-hour metering equipment. All metering equipment shall remain the property of the Company. The Company shall be responsible for the installation, operation, maintenance, testing, replacement and removal of metering equipment.

This rate is only available as Company demand meters are installed on the customer's premises. Due to the limited availability of metering equipment and Company personnel, a demand meter will be installed as metering equipment and Company personnel are available.

Where a portion of a residential service is used for purposes of a commercial or public character, the applicable general service rate is applicable to all service. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this rate will be applied to the residential service, if the service qualifies hereunder.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### **TYPE OF SERVICE**

Alternating current 60 Hz, single phase at Company's standard secondary voltage.

### **NET MONTHLY BILL**

Computed in accordance with the following charges:

	Summer Period	Winter Period
Distribution Charges		
(a) Customer Charge	\$6.00 per month	\$6.00 per month
(b) Energy Charge		
First 1,000 kilowatt-hours	\$0.025342 per kWh	\$0.028949 per kWh
Additional kilowatt-hours	\$0.025342 per kWh	\$0.015990 per kWh
In excess of 150 times Customer's		
Monthly Demand	\$0.025342 per kWh	\$0.010779 per kWh

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 31.15 Cancels and Supersedes Sheet No. 31.14 Page 2 of 3

# **NET MONTHLY BILL (Contd.)**

# 2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86. Rider USR. Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Improvement Rider

Sheet No. 104, Rider DR-IM, Infrastructure Modernization Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider

Sheet No. 108, UE-ED, Uncollectible Expense - Electric Distribution Rider

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider

Sheet No. 119, Rider EE-PDRR, Energy Efficiency and Peak Demand Response Recovery

Rate

Sheet No. 122, Rider DDR, Distribution Decoupling Rider

# MINIMUM CHARGE

The minimum charge shall be the Customer Charge as stated above.

### **BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as the period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

# **DEMAND**

Customer's monthly demand will be the kilowatts as determined from the Company's demand metering equipment for the fifteen (15) minute period of customer's greatest use in each month during the winter period.

Minimum demand shall be ten (10) kilowatts.

#### **QUALIFIED SPACE HEATING**

"Qualified" space heating is the heating of residential living quarters primarily through the regular use of permanently connected electric heating equipment, the installation of which meets the Company's specifications.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 31.15 Cancels and Supersedes Sheet No. 31.14 Page 3 of 3

#### 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 of customers enrolled in income payment plans pursuant to OAC Section 4901:1-18-04(B); and
- Unpaid account balances for services received from a Certified Supplier.

#### **TERMS AND CONDITIONS**

This rate is available upon application in accordance with the Company's Service Regulations and the minimum contract period shall be one (1) year terminable thereafter on thirty (30) days written notice by either the customer or the Company.

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 April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 33.16 Cancels and Supersedes Sheet No. 33.15 Page 1 of 2

#### RATE TD

#### OPTIONAL TIME-OF-DAY RATE FOR RESIDENTIAL SERVICE

#### **APPLICABILITY**

Applicable to electric service other than three phase service for all domestic purposes in private residences and single occupancy apartments in the entire territory of the Company where distribution lines are adjacent to the premises to be served. This rate is available only as Company demand meters with programmable time-of-day registers are installed on the customer's premises.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### **NET MONTHLY BILL**

Computed in accordance with the following charges:

	Summer Period	Winter Period
Distribution Charges     (a) Customer Charge	\$15.50 per month	\$15.50 per month
(b) Energy Charge On Peak kilowatt-hours Off Peak kilowatt-hours	\$0.051494 per kWh \$0.008983 per kWh	\$0.040919 per kWh \$0.008976 per kWh

### 2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Improvement Rider

Sheet No. 104, Rider DR-IM, Infrastructure Modernization Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider

Sheet No. 108, Rider UE-ED, Uncollectible Expense - Electric Distribution Rider

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider

Sheet No. 119, Rider EE-PDRR, Energy Efficiency and Peak Demand Response Recovery Rate

Sheet No. 122, Rider DDR, Distribution Decoupling Rider

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

Issued: May 11, 2015 Effective: June 1, 2015

Issued by James P. Henning, President

P.U.C.O. Electric No. 19 Sheet No. 33.16 Cancels and Supersedes Sheet No. 33.15 Page 2 of 2

### **MINIMUM CHARGE**

The minimum charge shall be the Customer Charge as stated above.

#### **BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

# **RATING PERIODS**

The rating periods applicable to the above kilowatt-hour charges are as follows:

- a) Summer On Peak Period 11:00 a.m. to 8:00 p.m. Monday through Friday, excluding holidays.
- b) Winter On Peak Period 9:00 a.m. to 2:00 p.m. and 5:00 p.m. to 9:00 p.m. Monday through Friday, excluding holidays.
- c) Off Peak Period All hours Monday through Friday not included above plus all day Saturday and Sunday as well as New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day or on the day nationally designated to be celebrated as such with the exception that if the foregoing holidays occur on a Sunday, the following Monday is considered a holiday.

#### 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.

#### **TERMS AND CONDITIONS**

This rate is available upon application in accordance with the Company's Service Regulations.

The initial term of service under this rate is three (3) years. If the customer desires to cancel service under this tariff within three (3) years, a termination fee may be charged by the Company. The termination fee will be determined by applying the above Customer Charge times the remaining months of the initial service agreement.

Where the Company is denied access to read the customer's time-of-day meter for more than two (2) consecutive months, the Company may, after notifying the customer, place the customer on the Company's standard residential rate. If the Company moves the customer to the standard rate, the customer shall not be billed for the termination fee.

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 April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 34.9 Cancels and Supersedes Sheet No. 34.8 Page 1 of 2

# **RATE CUR**

#### **COMMON USE RESIDENTIAL SERVICE**

#### **APPLICABILITY**

Applicable to electric service other than three phase service for separately metered common use areas of multi-occupancy buildings in the entire territory of the Company where distribution lines are adjacent to the premises to be served.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### TYPE OF SERVICE

Alternating current 60 Hz, single phase at Company's standard secondary voltage.

# **NET MONTHLY BILL**

Computed in accordance with the following charges:

- 1. Distribution Charges
  - (a) Customer Charge

\$6.00 per month

(b) Energy Charge

\$0.025342 per kWh

# 2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider: Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Improvement Rider

Sheet No. 104, Rider DR-IM, Infrastructure Modernization Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Rider

Sheet No. 108, Rider UE-ED, Uncollectible Expense - Electric Distribution Rider

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider

Sheet No. 119, Rider EE-PDRR, Energy Efficiency and Peak Demand Response Recovery

Rate

Sheet No. 122, Rider DDR, Distribution Decoupling Rider

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 34.9 Cancels and Supersedes Sheet No. 34.8 Page 2 of 2

# MINIMUM CHARGE

The minimum charge shall be the Customer Charge as stated above.

#### **BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

### 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.

# **TERMS AND CONDITIONS**

This rate is available upon application in accordance with the Company's 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 April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 35.6 Cancels and Supersedes Sheet No. 35.5 Page 1 of 2

### **RATE RS3P**

# RESIDENTIAL THREE-PHASE SERVICE

#### **APPLICABILITY**

Applicable to three phase electric service, for all domestic purposes in private residences and single occupancy apartments and separately metered common use areas of multi-occupancy buildings in the entire territory of the Company where (1) distribution lines are adjacent to the premises to be served, (2) the building load requires three phase service, (3) building load exceeds the Company's standard single-phase equipment or the building is a multi-use facility requiring three-phase service for the commercial space, and (4) additional distribution line extensions are not required. In all other instances, the Company will make three phase service available to residential customers at the customer's sole expense and pursuant to a three-year service agreement.

Residences where not more than two rooms are used for rental purposes will also be included. Where all dwelling units in a multi-occupancy building are served through one meter and the common use area is metered separately, the kilowatt-hour rate will be applied on a "per residence" or "per apartment" basis, however, the customer charge will be based on the number of installed meters.

Where a portion of a residential service is used for purposes of a commercial or public character, the applicable general service rate is applicable to all service. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this rate will be applied to the residential service, if the service qualifies hereunder.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

# TYPE OF SERVICE

Alternating current 60 Hz, three phase at Company's standard secondary voltage.

# **NET MONTHLY BILL**

Computed in accordance with the following charges:

1. Distribution Charges

(a) Customer Charge

\$8.50 per month

(b) Energy Charge

\$0.025342 per kWh

2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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Issued by James P. Henning, President

P.U.C.O. Electric No. 19 Sheet No. 35.6 Cancels and Supersedes Sheet No. 35.5 Page 2 of 2

# **NET MONTHLY BILL (Contd.)**

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Improvement Rider

Sheet No. 104, Rider DR-IM, Infrastructure Modernization Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider

Sheet No. 108, Rider UE-ED, Uncollectible Expense - Electric Distribution Rider

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider

Sheet No. 119, Rider EE-PDRR, Energy Efficiency and Peak Demand Response Recovery

Rate

Sheet No. 122, Rider DDR, Distribution Decoupling Rider

# MINIMUM CHARGE

The minimum charge shall be the Customer Charge as stated above.

# **BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

# 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 of customers enrolled in income payment plans pursuant to Section 4901:1-18-04(B), Ohio Administrative Code; and
- Unpaid account balances for services received from a Certified Supplier.

# **TERMS AND CONDITIONS**

This rate is available upon application in accordance with the Company's Service Regulations.

The Company is not obligated to extend, expand or rearrange its distribution system if it determines that existing distribution facilities are adequate to serve the customer's load.

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 April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 36.3 Cancels and Supersedes Sheet No. 36.2 Page 1 of 2

#### RATE RSLI

# **RESIDENTIAL SERVICE - LOW INCOME**

#### **APPLICABILITY**

Applicable to up to 10,000 electric customers who are at or below 200% of the Federal poverty level and who do not participate in the Percentage of Income Payment Plan (PIPP). Applicable to electric service other than three phase service, for all domestic purposes in private residences and single occupancy apartments and separately metered common use areas of multi-occupancy buildings in the entire territory of the Company where distribution lines are adjacent to the premises to be served.

Residences where not more than two rooms are used for rental purposes will also be included. Where all dwelling units in a multi-occupancy building are served through one meter and the common use area is metered separately, the kilowatt-hour rate will be applied on a "per residence" or "per apartment" basis, however, the customer charge will be based on the number of installed meters.

Where a portion of a residential service is used for purposes of a commercial or public character, the applicable general service rate is applicable to all service. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this rate will be applied to the residential service, if the service qualifies hereunder.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### TYPE OF SERVICE

Alternating current 60 Hz, single phase at Company's standard secondary voltage.

#### **NET MONTHLY BILL**

Computed in accordance with the following charges:

1. Distribution Charges

(a) Customer Charge

\$2.00 per month

(b) Energy Charge

\$0.025342 per kWh

2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88. Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 36.3 Cancels and Supersedes Sheet No. 36.2 Page 2 of 2

# **NET MONTHLY BILL (Contd.)**

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Improvement Rider

Sheet No. 104, Rider DR-IM, Infrastructure Modernization Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider

Sheet No. 108, Rider UE-ED, Uncollectible Expense - Electric Distribution Rider

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider

Sheet No. 119, Rider EE-PDRR, Energy Efficiency and Peak Demand Response Recovery

Rate

Sheet No. 122, Rider DDR, Distribution Decoupling Rider

#### MINIMUM CHARGE

The minimum charge shall be the Customer Charge as stated above.

#### **BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

# 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 of customers enrolled in income payment plans pursuant to Section 4901:1-18-04(B), Ohio Administrative Code; and
- Unpaid account balances for services received from a Certified Supplier.

#### TERMS AND CONDITIONS

This rate is available upon application in accordance with the Company's 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 April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

Issued: May 11, 2015

Effective: June 1, 2015

P.U.C.O. Electric No. 19 Sheet No. 40.16 Cancels and Supersedes Sheet No. 40.15 Page 1 of 3

#### RATE DS

### SERVICE AT SECONDARY DISTRIBUTION VOLTAGE

#### **APPLICABILITY**

Applicable to electric service for usual customer load requirements where the Company specifies service at the standard secondary system voltage and where the Company determines that facilities of adequate capacity are available and adjacent to the premises to be served and the Company determines that the customers average monthly demand is greater than 15 kilowatts. Electric service must be supplied at one point of delivery.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### TYPE OF SERVICE

Alternating current 60 Hz, single phase or three phase, at Company's standard distribution voltage. When both single and three phase secondary voltage services are required by a Distribution customer, the monthly kilowatt-hour usage and kilowatt demands shall be the respective arithmetical sums of both services.

### **NET MONTHLY BILL**

Computed in accordance with the following charges provided, however, that the minimum monthly load factor, expressed as hours-use per month, shall not be less than 71 kWh per kW. When applicable, the minimum monthly load factor shall be achieved by calculating the billing demand as the monthly kWh usage divided by 71 (kilowatt of demand is abbreviated as kW and kilowatt-hours are abbreviated as kWh):

# 1. Distribution Charges

(a) Customer Charge per month

Single Phase Service
Single and/or Three Phase Service

(b) Demand Charge All kilowatts

\$ 5.3815 per kW

\$22.97

\$45.95

# 2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Improvement Rider

Sheet No. 104, Rider DR-IM, Infrastructure Modernization Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider

Sheet No. 108, Rider UE-ED, Uncollectible Expense - Electric Distribution Rider

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 40.16 Cancels and Supersedes Sheet No. 40.15 Page 2 of 3

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

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 114, Rider LFA, Load Factor Adjustment Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider

Sheet No. 119, Rider EE-PDRR, Energy Efficiency and Peak Demand Response Recovery Rate

# MINIMUM BILL PROVISION

The minimum bill shall be eighty five percent (85%) of the highest monthly kilowatt demand as established in the summer period and effective for the next succeeding eleven (11) months plus the Customer Charge.

In no case, however, shall the minimum bill be less than the Customer Charge.

#### METERING

The Company may meter at secondary or primary voltage as circumstances warrant. If the Company elects to meter at primary voltage, the kilowatt-hours registered on the Company's meter will be reduced one and one-half (1.5%) percent for billing purposes.

# **DEMAND**

The demand shall be the kilowatts derived from the Company's demand meter for the fifteen-minute period of customer's greatest use during the billing period, as determined by the Company, adjusted for power factor, as provided herein. At the Company's option, a demand meter may not be installed if the nature of the load clearly indicates the load will have a constant demand, in which case the demand will be the calculated demand.

In no event will the billing demand be taken as less than the higher of the following:

- a) Eighty five percent (85%) of the highest monthly kilowatt demand as established in the summer period and effective for the next succeeding eleven (11) months; or
- b) One (1) kilowatt for each single phase meter and five (5) kilowatts for each three phase meter.

The Company may re-determine customer's billing demand at any time in recognition of a permanent change in load due to such occurrences as the installation of load control equipment or a temporary change due to malfunctions of such equipment.

If a customer requests reconnection of an account within twelve (12) months of a disconnection order, the customer's demand record for the period of disconnection will be re-established for purposes of billing and administration of the preceding clause.

For purposes of administration of the above clause, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 40.16 Cancels and Supersedes Sheet No. 40.15 Page 3 of 3

# **POWER FACTOR ADJUSTMENT**

The power factor to be maintained shall be not less than ninety percent (90%) lagging. If the Company determines customer's power factor to be less than ninety percent (90%), the billing demand will be the number of kilowatts equal to the kilovolt amperes multiplied by 0.90.

Power factor may be determined by the following methods, at the Company's option:

# a) Continuous measurement

- the power factor, as determined during the interval in which the maximum kW demand is established, will be used for billing purposes; or

#### b) Testing

- the power factor, as determined during a period in which the customer's measured kW demand is not less than ninety percent (90%) of the measured maximum kW demand of the preceding billing period, will be used for billing purposes until superseded by a power factor determined by a subsequent test made at the direction of Company or request of customer.

# 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.

# **TERMS AND CONDITIONS**

The initial term of contract shall be for a minimum period of three (3) years terminable thereafter by a minimum notice of either the customer or the Company as prescribed by the Company's Service Regulations.

The Company is not obligated to extend, expand or rearrange its transmission system voltage if it determines that existing distribution and/or transmission facilities are of adequate capacity to serve the customer's load.

If the Company offers to provide the necessary facilities for transmission service, in accordance with its Service Regulations, an annual facilities charge, applicable to such additional facilities, is established at twenty percent (20%) of actual cost. The annual facilities charge shall be billed in twelve monthly installments to be added to the demand charge.

# **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 April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 41.16 Cancels and Supersedes Sheet No. 41.15 Page 1 of 2

#### **RATE GS-FL**

#### OPTIONAL UNMETERED GENERAL SERVICE RATE FOR SMALL FIXED LOADS

# **APPLICABILITY**

Applicable to electric service in the Company's entire territory where secondary distribution lines exist for any fixed electric load that can be served by a standard service drop from the Company's existing secondary distribution system.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### TYPE OF SERVICE

Alternating current 60 Hz, at nominal voltages of 120, 120/240 or 120/208 volts, single phase, unmetered. Service of other characteristics, where available, may be furnished at the option of the Company.

#### **NET MONTHLY BILL**

Computed in accordance with the following charges:

- 1. Distribution Charges
  - (a) For loads based on a range of 540 to 720 hours use per month of the rated capacity of the connected equipment

\$0.020721 per kWh

(b) For loads of less than 540 hours use per month of the rated capacity of the connected equipment

\$0.023764 per kWh

# 2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Improvement Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider

Sheet No. 108, Rider UE-ED, Uncollectible Expense – Electric Distribution Rider

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation

Sheet No. 119, Rider EE-PDRR, Energy Efficiency and Peak Demand Response Recovery Rate

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 41.16 Cancels and Supersedes Sheet No. 41.15 Page 2 of 2

#### MINIMUM CHARGE

The minimum charge shall be \$5.64 per Fixed Load Location per month.

### 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.

### **SERVICE PROVISIONS**

- 1. Each separate point of delivery of service shall be considered a Fixed Load Location.
- Only one supply service will be provided to a customer under this Schedule as one Fixed Load Location.
- 3. The customer shall furnish switching equipment satisfactory to the Company.
- 4. The customer shall notify the Company in advance of every change in connected load, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the Fixed Load thereafter under this Schedule, and shall be entitled to bill the customer retroactively on the basis of the increased load for the full period such load was connected.

# **TERM AND CONDITIONS**

One (1) year, terminable thereafter on thirty (30) days written notice by either customer or Company.

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.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 42.16 Cancels and Supersedes Sheet No. 42.15 Page 1 of 3

### **RATE EH**

### OPTIONAL RATE FOR ELECTRIC SPACE HEATING

### **APPLICABILITY**

Applicable to electric service for heating when customer's wiring is so arranged that heating service can be furnished at one point of delivery and can be metered separately from all other types of service or to any public school, parochial school, private school, or church when supplied at one point of delivery, provided permanently connected and regularly used electrical equipment is installed in compliance with the Company specifications as the primary source of heating or heating and cooling the atmosphere to temperatures of human comfort; and provided all other electrical energy requirements are purchased from the Company. For the purpose of the administration of this tariff schedule, primary source is defined as at least 90 percent (90%). No single water-heating unit shall be wired that the demand established by it can exceed 5.5 kilowatts unless approved by the Company.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

# **TYPE OF SERVICE**

Alternating current 60 Hz, single or three phase at Company's standard secondary voltage.

#### **NET MONTHLY BILL**

Computed in accordance with the following charges:

# Winter Period:

1. Distribution Charges

(a) Customer Charge per month Single Phase Service Three Phase Service

\$ 23.00 \$ 46.00

Primary Voltage Service \$200.00

(b) Energy Charge
All kilowatt-hours

\$0.016478 per kWh

### Summer Period:

All usage during the summer period shall be billed in accordance with the provisions of the applicable distribution voltage service rate.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

Issued: May 11, 2015 Effective: June 1, 2015

Issued by James P. Henning, President

P.U.C.O. Electric No. 19 Sheet No. 42.16 Cancels and Supersedes Sheet No. 42.15 Page 2 of 3

# **NET MONTHLY BILL (Contd.)**

# 2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider: Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Improvement Rider

Sheet No. 104, Rider DR-IM, Infrastructure Modernization Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider

Sheet No. 108, Rider UE-ED, Uncollectible Expense - Electric Distribution Rider

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider

Sheet No. 119, Rider EE-PDRR, Energy Efficiency and Peak Demand Response Recovery

Rate

Sheet No. 122, Rider DDR, Distribution Decoupling Rider

### MINIMUM CHARGE

The minimum charge shall be the Customer Charge as stated above.

### **BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

### 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.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 42.16 Cancels and Supersedes Sheet No. 42.15 Page 3 of 3

# **TERMS AND CONDITIONS**

The term of contract shall be for a minimum period of one (1) year, terminable thereafter on thirty (30) days written notice by either the customer or the Company.

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 April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 43.16 Cancels and Supersedes Sheet No. 43.15 Page 1 of 2

### RATE DM

### SECONDARY DISTRIBUTION SERVICE - SMALL

### **APPLICABILITY**

Applicable to electric service for usual customer load requirements where the Company specifies service at the standard secondary system voltage and the Company determines that facilities of adequate capacity are available and adjacent to the premises to be served and the Company determines that the customer's average monthly demand is 15 kilowatts or less. This tariff schedule is also applicable to electric service to recreation facilities that are promoted, operated and maintained by non-profit organizations where such service is separately metered. Electric service must be supplied at one point of delivery.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

### TYPE OF SERVICE

Alternating current, 60 Hz, single phase or three phase at Company's standard secondary distribution voltage.

### **NET MONTHLY BILL**

Computed in accordance with the following charges:

		Summer Period	Winter Period
1.	Distribution Charges (a) Customer Charge		
	Single Phase	\$ 8.07 per month	\$ 8.07 per month
	Three Phase	\$16.14 per month	\$16.14 per month
	(b) Energy Charge		
	First 2,800 kWh	\$0.041988 per kWh	\$0.030141 per kWh
	Next 3,200 kWh	\$0.003493 per kWh	\$0.003493 per kWh
	Additional kWh	\$0.001482 per kWh	\$0.001482 per kWh

### 2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Improvement Rider

Sheet No. 104, Rider DR-IM, Infrastructure Modernization Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider

Sheet No. 108, Rider UE-ED, Uncollectible Expense - Electric Distribution Rider

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 43.16 Cancels and Supersedes Sheet No. 43.15 Page 2 of 2

# **NET MONTHLY BILL (Contd.)**

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider

Sheet No. 119, Rider EE-PDRR, Energy Efficiency and Peak Demand Response Recovery Rate

Sheet No. 122, Rider DDR, Distribution Decoupling Rider

### **MINIMUM CHARGE**

The minimum charge shall be the Customer Charge as stated above.

When both single and three phase service are required by the customer, the monthly kilowatt-hour usage shall be the arithmetical sum of both services.

### **BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

### 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.

### **TERMS AND CONDITIONS**

The initial term of contract shall be for a minimum period of one (1) year terminable thereafter by a minimum notice either of the customer or the Company as prescribed by the Company's Service Regulations.

For purposes of the administration of this rate, the Company will determine the customer's average monthly demand based upon customer's most recent twelve month usage each year after the initial term of service has been fulfilled by the customer. If the customer's average demand exceeds 15 kW or if the customer's monthly demand exceeds 30 kW in two (2) or more months in any twelve month period, the Company may require the customer to be billed under the provisions of Rate DS.

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 April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 44.165 Cancels and Supersedes Sheet No. 44.15 Page 1 of 3

### **RATE DP**

### SERVICE AT PRIMARY DISTRIBUTION VOLTAGE

### **APPLICABILITY**

Applicable to electric service for usual customer load requirements where the Company specifies service at nominal primary distribution system voltages of 12,500 volts or 34,500 volts, and the Company determines that facilities of adequate capacity are available and adjacent to the premises to be served. Electric service must be supplied at one point of delivery.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

### **TYPE OF SERVICE**

Alternating current 60 Hz, single phase or three phase at Company's standard distribution voltage of 34,500 volts or lower.

When both single and three phase secondary voltage services are required by a customer, the monthly kilowatt-hour usage and kilowatt demands shall be the respective arithmetical sums of both services.

### **NET MONTHLY BILL**

Computed in accordance with the following charges. (Kilowatt of demand is abbreviated as kW and kilowatt-hours are abbreviated as kWh):

# 1. Distribution Charges

(a) Customer Charge per month
Primary Voltage Service (12.5 or 34.5 kV)

\$229.92 per month

(b) Demand Charge All kilowatts

\$4.3340 per kW

### 2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Improvement Rider

Sheet No. 104, Rider DR-IM, Infrastructure Modernization Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider

Sheet No. 108, Rider UE-ED, Uncollectible Expense – Electric Distribution Rider

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 44.165 Cancels and Supersedes Sheet No. 44.15 Page 2 of 3

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

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 114, Rider LFA, Load Factor Adjustment Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider

Sheet No. 119, Rider EE-PDRR, Energy Efficiency and Peak Demand Response Recovery Rate

### MINIMUM BILL PROVISION

The minimum bill shall be: Eighty-five percent (85%) of the highest monthly kilowatt demand as established in the summer period and effective for the next succeeding eleven (11) months plus the Customer Charge.

In no case, however, shall the minimum bill be less than the Customer Charge.

### PRIMARY VOLTAGE METERING DISCOUNT

The Company may meter at secondary or primary voltage as circumstances warrant. If the Company elects to meter at primary voltage, the kilowatt-hours registered on the Company's meter will be reduced one and one-half percent (1.5%) for billing purposes.

### **DEMAND**

The demand shall be the kilowatts derived from the Company's demand meter for the fifteen-minute period of customer's greatest use during the billing period, as determined by the Company, adjusted for power factor, as provided herein. At its option, the Company may not install a demand meter if the nature of the load clearly indicates the load will have a constant demand, in which case the demand will be the calculated demand.

In no event will the billing demand be taken as less than the higher of the following:

- a) Eighty-five percent (85%) of the highest monthly kilowatt demand as established in the summer period and effective for the next succeeding eleven (11) months; or
- b) Five (5) kilowatts.

The Company may re-determine customer's billing demand at any time in recognition of a permanent change in load due to such occurrences as the installation of load control equipment or a temporary change due to malfunctions of such equipment.

If a customer requests reconnection of an account within twelve (12) months of a disconnection order, the customer's demand record for the period of disconnection will be re-established for purposes of billing and administration of the preceding clause.

For purposes of administration of the above clause, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 44.165 Cancels and Supersedes Sheet No. 44.15 Page 3 of 3

### POWER FACTOR ADJUSTMENT

The power factor to be maintained shall be not less than ninety percent (90%) lagging. If the Company determines customer's power factor to be less than ninety percent (90%), the billing demand will be the number of kilowatts equal to the kilovolt amperes multiplied by 0.90.

At the Company's option, power factor may be determined by the following methods:

- a) Continuous measurement
  - the power factor, as determined during the interval in which the maximum kW demand is established, will be used for billing purposes; or
- b) Testing
  - the power factor, as determined during a period in which the customer's measured kW demand is not less than 90% of the measured maximum kW demand of the preceding billing period, will be used for billing purposes until superseded by a power factor determined by a subsequent test made at the direction of Company or request of customer.

### 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.

### **TERMS AND CONDITIONS**

The initial term of contract shall be for a minimum period of three (3) years, terminable thereafter by a minimum notice of either the customer or the Company as follows:

- (1) For customers with a most recent twelve (12) month average demand of less than 10,000 kVA, thirty (30) days written notice.
- (2) For customers with a most recent twelve (12) month average demand of greater than 10,000 kVA, twelve (12) months written notice.

The Company is not obligated to extend, expand or rearrange its transmission system voltage if it determines that existing distribution and/or transmission facilities are of adequate capacity to serve the customer's load.

If the Company offers to provide the necessary facilities for transmission service, in accordance with its Service Regulations, an annual facilities charge, applicable to such additional facilities, is established at twenty percent (20%) of actual cost. The annual facilities charge shall be billed in twelve monthly installments to be added to the demand charge.

# **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 April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 46.12 Cancels and Supersedes Sheet No. 46.11 Page 1 of 2

### **RATE SFL - ADPL**

# OPTIONAL UNMETERED RATE FOR SMALL FIXED LOADS ATTACHED DIRECTLY TO COMPANY'S POWER LINES

### **APPLICABILITY**

Applicable to electric service in the Company's entire territory where secondary and/or primary distribution lines exist for any bulk, small, unmetered, fixed-load electric devices that can be connected directly to the Company's power lines within the power zone of Company's poles and which do not require service drops.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

### **TYPE OF SERVICE**

Alternating current 60 Hz, at nominal voltages of 120, 120/240 or 120/208, 12,500 or 34,500 volts, single phase, unmetered. Service of other characteristics, where available, may be furnished at the option of the Company.

### **NET MONTHLY BILL**

Computed in accordance with the following charges:

1. Distribution Charges

\$0.020721 per kWh

### 2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Improvement Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider

Sheet No. 108, Rider UE-ED, Uncollectible Expense – Electric Distribution Rider

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider

Sheet No. 119, Rider EE-PDRR, Energy Efficiency and Peak Demand Response Recovery Rate

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 46.12 Cancels and Supersedes Sheet No. 46.11 Page 2 of 2

### 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. Company and customer may agree to different late payment terms in the Service Agreement. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

#### SERVICE PROVISIONS

- 1. Each separate point of delivery of service shall be considered a Fixed Load Location.
- 2. The Company shall determine the monthly kWhs associated with each Fixed Load Location.
- 3. The customer shall enter into a Service Agreement with the Company setting forth the terms and conditions under which the customer may connect devices to the Company's power lines.
- 4. The customer shall be responsible for all costs associated with connecting the device to the power lines.
- 5. The customer shall notify the Company in advance of the connection of any device to Company's power lines, and in advance of every change in connected load, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the Fixed Load thereafter under this Schedule, and shall be entitled to bill the customer retroactively on the basis of the increased load for the full period such load was connected.
- 6. The Company may, at its sole discretion, refuse to attach devices that it reasonably believes may impede the operation, maintenance, reliability, or safety of the electric distribution lines or pose a danger to Company personnel or other persons.
- 7. To the extent it is commercially feasible to do so, the Company will combine all fixed load locations for a given customer onto a single monthly bill. Billing calculations will be performed for each Fixed Load Location, but the results of the individual calculations will be summarized on the monthly bill.

# **TERM OF SERVICE**

Minimum one (1) year, terminable thereafter on thirty (30) days written notice by either customer or Company. Company and customer may agree to a different term in the Service Agreement.

# 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.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 47.3 Cancels and Supersedes Sheet No. 47.2 Page 1 of 2

### **RIDER NM-H**

### **NET METERING RIDER - HOSPITALS**

### **AVAILABILITY**

Rider NM-H is available to qualifying hospital customer generators, upon request. As defined in section 3701.01 of the Revised Code, "hospital" includes public health centers and general, mental, chronic disease, and other types of hospitals, and related facilities, such as laboratories, outpatient departments, nurses' home facilities, extended care facilities, self-care units, and central service facilities operated in connection with hospitals, and also includes education and training facilities for health professions personnel operated as an integral part of a hospital, but does not include any hospital furnishing primarily domiciliary care. A qualifying hospital customer generator is one whose generating facilities are:

- a. Located on the customer generator's premises;
- b. Operated in parallel with the Company's transmission and distribution facilities;

### BILLING

The hospital customer generator's net metering service shall be calculated as follows: a) All electricity flowing from the electric utility to the hospital shall be charged as it would have been if the hospital were not taking service under Rider NM-H. b) All electricity generated by the hospital shall be credited at the market value as of the time the hospital generated the electricity. "Market value" means the Regional Transmission Organization (PJM) locational marginal price of energy at the time the customer-generated electricity is generated. Each monthly bill shall reflect the net of a) and b) above. If the resulting bill indicates a net credit dollar amount, the credit shall be netted against the hospital customer generator's bill until the hospital requests in writing a refund that amount to, but is not greater than, an annual true-up of accumulated credits over a twelve-month period.

# **METERING**

For hospital customer generators, net metering shall be accomplished using either two meters or a single meter with two registers that are capable of separately measuring the flow of electricity in both directions. One meter or register shall be capable of measuring the electricity generated by the hospital at the time it is generated. If the hospital's existing electrical meter is not capable of separately measuring electricity the hospital generates at the time it is generated, the electric utility, upon written request from the hospital, shall install at the hospital's expense a meter that is capable of such measurement.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio

P.U.C.O. Electric No. 19 Sheet No. 47.3 Cancels and Supersedes Sheet No. 47.2 Page 2 of 2

### **TERMS AND CONDITIONS**

Customer generators are not required to:

- (a) Comply with any additional safety or performance standards beyond those established by rules in Chapter 4901:1-22 of the Administrative Code, and the National Electrical Code, the institute of electrical and electronics engineers, and underwriters laboratories, in effect as set forth in rule 4901:1-22-03 of the Administrative Code.
- (b) Perform or pay for additional tests beyond those required by paragraph (a) above.
- (c) Purchase additional liability insurance beyond that required by paragraph (a) above.

Company and Customer, to the extent permitted by law, shall indemnify and hold the other party harmless from and against all claims, liability, damages, and expenses, including attorney's fees, based on any injury to any persons, including loss of life or damage to any property, including loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with an act or omission by such other party, its employees, agents, representatives, successors, or assigns in the construction, ownership, operation, or maintenance of such party's facilities used in net metering.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Utility Commission of Ohio and the Company's Service Regulations, as filed with the Public Utility Commission of Ohio.

# INTERCONNECTION

Customer shall make an application for Interconnection Service and execute an Interconnection Agreement as outlined in Rate IS – Interconnection Service.

Customer shall comply with all applicable requirements of Rate IS – Interconnection Service.

Conformance with these requirements does not convey any liability to the Company for damages or injuries arising from the installation or operation of the generator system.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio

Issued: December 19, 2011

Effective: January 1, 2012

P.U.C.O. Electric No. 19 Sheet No. 48.5 Cancels and Supersedes Sheet No. 48.4 Page 1 of 2

# **RIDER NM**

### **NET METERING RIDER**

### **AVAILABILITY**

Net Metering is available to qualifying customer generators, upon request, and on a first-come, first-served basis. A qualifying customer generator is one whose generating facilities are:

- a. Fueled by solar, wind, biomass, landfill gas, or hydropower, or use a microturbine or a fuel cell;
- b. Located on the Customer's premises;
- c. Operated in parallel with the Company's transmission and distribution facilities;
- d. Intended primarily to offset part or all of the Customer's requirements for electricity.

### **DEFINITION**

"Net Metering" means measuring the difference in an applicable billing period between the amount of electricity supplied by Company and the amount of electricity generated by such respective Customer that is delivered to Company.

### **BILLING**

The measurement of net electricity supplied by Company and delivered to Company shall be calculated in the following manner. Company shall measure the difference between the amount of electricity delivered by Company to Customer and the amount of electricity generated by the Customer and delivered to Company during the billing period, in accordance with normal metering practices. If the kWh delivered by Company to the Customer exceeds the kWh delivered by the Customer to Company during the billing period, the Customer shall be billed for the kWh difference, and any applicable demands used in the calculation shall be based on the meter channel that records power flowing from the Company to the Customer. If the kWh generated by the Customer and then delivered to Company exceeds the kWh supplied by the Company to Customer during the billing period, the Customer shall be credited the kWh difference. The credit shall be calculated using the kWh charge as determined by Rider RC, Retail Capacity and Rider RE, Retail Energy of the applicable rate tariff, and any applicable demands used to calculate the credits shall be based on the meter channel that records power flowing from the Customer to the Company. The Customer may request in writing a refund that amounts to, but is not greater than, an annual true-up of accumulated credits over a twelve month period.

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

### METERING

Net metering shall be accomplished using a single meter capable of registering the amount (flow) of electricity which flowed in each direction during a billing period. A customer's existing single-register meter that is capable of registering the flow of electricity in both directions satisfies this requirement. If the customer's existing electrical meter is not capable of measuring the flow of electricity in two directions, the Company, upon written request from the customer, shall install at the customer's expense a meter that is capable of measuring electricity flow in two directions.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio

P.U.C.O. Electric No. 19 Sheet No. 48.5 Cancels and Supersedes Sheet No. 48.4 Page 2 of 2

# **METERING (Contd.)**

The Company, at its own expense and with the written consent of the customer generator, may install one or more additional meters to monitor the flow of electricity in each direction. The Company shall not impose, without Commission approval, any additional interconnection requirement or additional charges on customer generators refusing to give such consent.

### TERMS AND CONDITIONS

Customer generators are not required to:

- (a) Comply with any additional safety or performance standards beyond those established by rules in Chapter 4901:1-22 of the Administrative Code, and the "National Electrical Code," the "Institute of Electrical and Electronics Engineers," and "Underwriters Laboratories," in effect as set forth in rule 4901:1-22-03 of the Administrative Code.
- (b) Perform or pay for additional tests beyond those required by paragraph (a) above.
- (c) Purchase additional liability insurance beyond that required by paragraph (a) above.

Company and Customer, to the extent permitted by law, shall indemnify and hold the other party harmless from and against all claims, liability, damages, and expenses, including attorney's fees, based on any injury to any persons, including loss of life or damage to any property, including loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with an act or omission by such other party, its employees, agents, representatives, successors, or assigns in the construction, ownership, operation, or maintenance of such party's facilities used in net metering.

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Utility Commission of Ohio and the Company's Service Regulations, as filed with the Public Utility Commission of Ohio.

# INTERCONNECTION

Customer shall make an application for Interconnection Service and execute an Interconnection Agreement as outlined in Rate IS – Interconnection Service.

Customer shall comply with all applicable requirements of Rate IS – Interconnection Service.

Conformance with these requirements does not convey any liability to the Company for damages or injuries arising from the installation or operation of the generator system.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio

P.U.C.O. Electric No. 19 Sheet No. 49.4 Cancels and Supersedes Sheet No. 49.3 Page 1 of 4

### **RATE IS**

### INTERCONNECTION SERVICE

### **APPLICABILITY**

Any Customer that operates or seeks to operate a generating device in parallel with the Company's distribution system is subject to the provisions and Special Terms and Conditions of this Tariff and the requirements of Chapter 4901:1-22, Ohio Administrative Code Uniform Electric Interconnection Standards.

Any Customer that operates or seeks to operate a generating device in parallel with the Company's transmission system, and such installation is not subject to the interconnection rules of the Regional Transmission Organization operator and Federal Energy Regulatory Commission, is subject to the provisions and Special Terms and Conditions of this tariff. Requests for such interconnections to the Company's transmission system are subject to the same fees and review procedures as Level 3 Standard Procedure as described in Chapter 4901:1-22, Ohio Administrative Code Uniform Electric Interconnection Standards.

A generating device is any device that produces electricity and includes, but is not limited to, any type of synchronous generator, induction generator, or inverter based system such as solar photovoltaic, wind turbine, fuel cell, or microturbine.

### **APPLICATION AND APPROVAL PROCEDURES**

Any Customer seeking new Interconnection Service under this tariff shall follow the process and conform with the requirements as specified in Chapter 4901:1-22, Ohio Administrative Code Uniform Electric Interconnection Standards using the appropriate "Application for Interconnection" and "Interconnection Agreement".

# **APPLICATION FEES AND STUDY COSTS**

No application fee is required to submit an "Application for Interconnection."

For Level 1, 1.1 and 1.2 applications, no additional fess with be charged for studies. For Level 2 applications, the Company may determine the need for a system impact study or facility study. For Level 3 applications, the Company may determine the need for a feasibility study, system impact study, or facility study. Fees for such feasibility studies, system impact studies, and facilities studies will be based on the Company's actual loaded labor rate.

Level 1, 1.1, 1.2, 2 and 3 are as described in Chapter 4901:1-22, Ohio Administrative Code Uniform Electric Interconnection Standards.

### **TECHNICAL INTERCONNECTION REQUIREMENTS**

Customer must comply with all technical interconnection requirements specified by the Company. Such requirements by the Company shall not be in conflict with any requirements in Chapter 4901:1-22, Ohio Administrative Code Uniform Electric Interconnection Standards. The

Company's technical requirements are based on IEEE 1547-2003 "IEEE Standard for Interconnection Distributed Resources with Electric Power Systems." (IEEE 1547). The intent is to utilize IEEE 1547 requirements and to supplement those with a minimal number of additional requirements where appropriate. The purpose of a minimal number of Company requirements

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 49.4 Cancels and Supersedes Sheet No. 49.3 Page 2 of 4

# TECHNICAL INTERCONNECTION REQUIREMENTS (Contd.)

not included in IEEE 1547 is to add clarity to some IEEE 1547 sections and to specify requirements for issues that were not addressed in IEEE 1547. Most Customer generator installations that meet IEEE 1547 will also satisfy the Company's technical requirements.

### SPECIAL TERMS AND CONDITIONS

Any Customer operating a generating device in parallel with the Company's system shall comply with the following Terms and Conditions:

- 1. Customer shall install, operate and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on the Customer's system required by the Company's technical interconnection requirements.
- 2. Any changes or additions to the Company's system required for interconnection service shall be considered excess facilities. Customer shall agree to pay Company for actual costs incurred for all such excess facilities prior to construction.
- 3. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way. Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements or as to any other characteristics, of the generation equipment, controls, and protective relays and equipment (hereinafter called the "Generation Facilities"). The Generation Facilities installed and operated by or for Customer shall comply with, and Customer shall represent and warrant their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Company's rule and regulations, and Company's Service Regulations, each as contained in Company's Retail Electric Tariff and each as may be revised from time to time with the approval of the Public Utilities Commission of Ohio ("Commission"); (c) the rules and regulations of the Commission, including the provisions of Chapter 4901:1-22, Ohio Administrative Code Uniform Electric Interconnection Standards, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state and federal codes and laws, as the same may be in effect from time to time.
- 4. Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the Generation Facilities are being operated in parallel with Company's electric system, Customer shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system. Customer shall agree that the interconnection and operation of the Generation Facilities is secondary to, and shall not interfere with, Company's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.
- 5. Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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# **SPECIAL TERMS AND CONDITIONS (Contd.)**

system, or loss of a source or sources on Company's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Company's electric system. Additionally, if the fault is on Customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's electric system. Upon Company's request, Customer shall promptly notify Company whenever such automatic disconnecting devices operate.

- 6. Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facilities in accordance with IEEE 1547 and the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Upon request from the Company, Customer shall supply copies of periodic test reports or inspection logs.
- 7. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation Facilities from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.
- 8. Customer must provide the Company reasonable opportunity to inspect the Generation Facilities prior to initial operation and witness the initial testing and commissioning of the Generation Facilities. Company may witness any commissioning tests required by IEEE 1547. Following the initial testing and inspection of the Generation Facilities and upon reasonable advance notice to Customer, Company shall have access at reasonable times to the Generation Facilities to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the Generation Facilities comply with the requirements of this Agreement. The Company's cost of such inspection(s) shall be at Company's expense; however, Company shall not be responsible for any other cost Customer may incur as a result of such inspection(s). Upon written request, Customer shall inform Company of the next scheduled maintenance and allow Company to witness the maintenance program and any associated testing. Company shall also have at all times immediate access to breakers or any other equipment that will isolate the generation Facilities from Company's electric system.

Company shall have the right and authority to isolate the Generation Facilities at Company's sole discretion if Company believes that: (a) continued interconnection and parallel operation of the Generation Facilities with Company's electric system creates or contributes (or will create or contribute) to a system emergency on either Company's or Customer's electric system; (b) the Generation Facilities are not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability or power quality of Company's electric system; or (c) the Generation Facilities interfere with the operation of Company's electric system. In non-emergency situations, Company shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the non-compliance prior to isolating the Generating Facilities.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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# SPECIAL TERMS AND CONDITIONS (Contd.)

- 9. Customer shall agree that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in the Interconnection Agreement, and no relay or other control or protection settings specified in the Interconnection Agreement shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.
- 10. Each Party (the "Indemnifying Party") to the extent permitted by law shall indemnify and hold harmless the other Party from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities used in connection with is Agreement.
- 11. Customer shall agree to maintain reasonable amounts of insurance coverage against risks related to the Generation Facilities for which there is a reasonable likelihood of occurrence. Customer shall agree to provide Company from time to time with proof of such insurance upon Company's request.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 50.16 Cancels and Supersedes Sheet No. 50.15 Page 1 of 3

### RATE TS

### SERVICE AT TRANSMISSION VOLTAGE

### **APPLICABILITY**

Applicable to electric service for usual customer load requirements where the Company specifies service at a nominal transmission system voltage of 69,000 volts or higher, and the Company determines that facilities of adequate capacity are available and adjacent to the premises to be served. Electric service must be supplied at one point of delivery and the customer furnishes and maintains all transformation equipment and appurtenances necessary to utilize the service.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

# **TYPE OF SERVICE**

Alternating current 60 Hz, three phase at Company's standard transmission voltage of 69,000 volts or higher.

### **NET MONTHLY BILL**

Computed in accordance with the following charges (kilovolt amperes are abbreviated as kVA; kilowatt-hours are abbreviated as kWh):

1. Distribution Charges

(a) Customer Charge per month

\$200.00

(b) Demand Charge All kVA

\$ 0.000 per kVA

# 2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Investment Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider

Sheet No. 108, Rider UE-ED, Uncollectible Expense - Electric Distribution Rider

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 114, Rider LFA, Load Factor Adjustment Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider

Sheet No. 119, Rider EE-PDRR, Energy Efficiency and Peak Demand Response Recovery Rate

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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### MINIMUM CHARGE

The minimum charge shall be not less than fifty percent (50%) of the highest demand charge established during the preceding eleven (11) months or the billing of 1,000 kVA, whichever is higher.

### **METERING**

The Company may meter at secondary or primary voltage as circumstances warrant. If the Company elects to meter at secondary voltage, the kilowatt-hours registered on the Company's meter will be increased one and one-half percent (1.5%) for billing purposes.

### **DEMAND**

The demand shall be the kilovolt amperes derived from the Company's demand meter for the fifteenminute period of the customer's greatest use during the month, but not less than the higher of the following:

- a) Eighty-five (85%) of the highest monthly kilovolt amperes similarly established during the summer period for the next succeeding eleven (11) months; or
- b) 1,000 kilovolt amperes.

For purposes of administration of the above clause, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as the period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

The Company may re-determine customer's billing demand at any time in recognition of a permanent change in load due to such occurrences as the installation of load control equipment or a temporary change due to malfunctions of such equipment.

### 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.

# **TERMS AND CONDITIONS**

The initial term of contract shall be for a minimum period of five (5) years, terminable thereafter by either the customer or the Company as follows:

- (1) Thirty (30) days after receipt of written notice for customers with a most recent twelve (12) month average demand of less than 10,000 kVA.
- (2) Twelve (12) months after receipt of written notice for customers with a most recent twelve (12) month average demand of 10,000 kVA or greater.

The Company is not obligated to extend, expand or rearrange its transmission system voltage if it determines that existing distribution and/or transmission facilities are of adequate capacity to serve

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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# **TERMS AND CONDITIONS (Contd.)**

the customer's load.

If the Company offers to provide the necessary facilities for transmission voltage, in accordance with its Service Regulations, an annual facilities charge, applicable to such additional facilities, is established at twenty percent (20%) of actual cost. The annual facilities charge shall be billed in twelve (12) monthly installments to be added to the demand charge.

### 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.

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P.U.C.O. Electric No. 19 Sheet No. 60.16 Cancels and Supersedes Sheet No. 60.16 Page 1 of 5

### **RATE SL**

### STREET LIGHTING SERVICE

### **APPLICABILITY**

Applicable to municipal, county, state and Federal governments, including divisions thereof, and incorporated homeowners associations for the lighting of public streets and roads with Company-owned lighting fixtures.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

Mercury Vapor lighting fixtures will not be installed by the Company after June 1, 2003. As currently installed Mercury Vapor fixtures are retired and/or replaced, they may be replaced with either Metal Halide or Sodium Vapor fixtures as the customer chooses.

This service will no longer be available for units installed after December 31, 2004.

### **TYPE OF SERVICE**

All equipment owned by the Company will be installed and maintained by the Company. All lamps will burn from dusk to dawn, approximately 4,160 hours per annum. The Company will endeavor to replace burned-out lamps within forty-eight (48) hours after notification by the customer. The Company does not guarantee continuous lighting or electric service and shall not be liable to the customer or anyone else for any damage, loss or injury due to any cause.

# **NET MONTHLY BILL**

The following monthly charge for each unit with lamp and luminaire, controlled automatically, will be assessed:

Base Rate     OVERHEAD DISTRIBUTION     AREA     Fixture Description	Lamp <u>Watts</u>	<u>KW/Unit</u>	Annual <u>kWh</u>	Distribution Energy & Equipment \$/Unit
Standard Fixture (Cobra Head) Mercury Vapor				
7,000 lumen	175	0.193	803	4.130 4.042
7,000 lumen (Open Refractor) 10,000 lumen	175 250	0.205 0.275	853 1,144	4.198
21,000 lumen	400	0.430	1,789	4.249

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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# **NET MONTHLY BILL (Contd.)**

				Distribution Energy &
	Lamp		Annual	Equipment
	Watts	KW/Unit	kWh_	\$/Unit
Metal Halide				
14,000 lumen	175	0.193	803	4.130
20,500 lumen	250	0.275	1,144	4.197
Sodium Vapor				
9,500 lumen	100	0.117	487	7.305
9,500 lumen (Open				7.025
Refractor)	100	0.117	487	
16,000 lumen	150	0.171	711	7.925
22,000 lumen	200	0.228	948	7.869
27,500 lumen	200	0.228	948	7.870
50,000 lumen	400	0.471	1,959	9.628
Decorative Fixtures				
Sodium Vapor				
9,500 lumen	100	0.117	487	12.681
(Rectilinear)				
22,000 lumen	200	0.246	1,023	12.818
(Rectilinear)				
50,000 lumen	400	0.471	1,959	12.820
(Rectilinear)		5 474	4.050	4= 000
50,000 lumen (Setback)	400	0.471	1,959	17.603

Where a street lighting fixture served overhead is to be installed on another utility's pole on which the Company does not have a contact, a monthly pole charge will be assessed.

# Spans of Secondary Wiring:

For each increment of fifty (50) feet of secondary wiring beyond the first one hundred fifty (150) feet from the pole, the following price per month shall be added to the price per month per street lighting unit: \$0.62.

UNDERGROUND DISTRIBUTION AREA Fixture Description Standard Fixture (Cobra Head) Mercury Vapor	Lamp <u>Watts</u>	KW/Unit	Annual <u>kWh</u>	Distribution Energy & Equipment \$/Unit
7,000 lumen	175	0.210	874	3.447
7,000 lumen (Open Refractor)	175	0.205	853	4.268

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P.U.C.O. Electric No. 19 Sheet No. 60.16 Cancels and Supersedes

Duke Energy Ohio 139 East Fourth Street Cincinnati, Ohio 45202

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# **NET MONTHLY BILL (Contd.)**

, ,				Distribution
				Energy
			Annual	& Equipment
	Lamp <u>Watts</u>	KW/Unit	<u>kWh</u>	\$/Unit
10,000 lumen	250	0.292	1,215	3.488
21,000 lumen	400	0.460	1,914	2.805
Sodium Vapor				
9,500 lumen	100	0.117	487	7.288
22,000 lumen	200	0.228	948	7.869
27,500 lumen	200	0.228	948	6.144
50,000 lumen	400	0.471	1,959	9.629
Decorative Fixtures				
Mercury Vapor				
7,000 lumen (Town & Country)	175	0.205	853	7.467
7,000 lumen (Holophane)	175	0.210	874	8.002
7,000 lumen (Gas Replica)	175	0.210	874	15.520
7,000 lumen (Aspen)	175	0.210	874	8.493
Metal Halide				
14,000 lumen (Granville)	175	0.210	874	8.493
14,000 lumen (Town & Country)	175	0.205	853	7.387
14,500 lumen (Gas Replica)	175	0.210	874	19.877
Sodium Vapor				
9,500 lumen (Town & Country)	100	0.117	487	12.344
9,500 lumen (Holophane)	100	0.128	532	9.969
9,500 lumen (Rectilinear)	100	0.117	487	10.118
9,500 lumen (Gas Replica)	100	0.128	532	23.384
9,500 lumen (Aspen)	100	0.128	532	10.507
16,000 lumen (Aspen)	150	0.171	711	6.187
22,000 lumen (Rectilinear)	200	0.246	1,023	10.009
50,000 lumen (Rectilinear)	400	0.471	1,959	12.279
50,000 lumen (Setback)	400	0.471	1,959	13.744

# **POLE CHARGES**

Pole Description	Pole Type	\$/Pole
Wood		
17 foot (Wood Laminated) (a)	W17	4.34
30 foot	W30	4.74
35 foot	W35	5.01
40 foot	W40	5.79
Aluminum		
12 foot	A12	12.70
28 foot	A28	7.05
28 foot (heavy duty)	A28H	7.15
30 foot (anchor base)	A30	21.18

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 60.16

Duke Energy Ohio 139 East Fourth Street Cincinnati, Ohio 45202

Cancels and Supersedes Sheet No. 60.16 Page 4 of 5

# **NET MONTHLY BILL (Contd.)**

Pole Description (Contd.)	Pole Type	\$/Pole
Fiberglass		
17 foot	F17	4.35
30 foot (bronze)	F30	9.41
35 foot (bronze)	F35	9.52
40 foot	F40	5.78
Steel		
27 foot (11 gauge)	S27	17.37
27 foot (3 gauge)	S27H	23.51

### Spans of Secondary Wiring:

For each increment of twenty-five (25) feet of secondary wiring beyond the first twenty-five (25) feet from the pole, the following price per month shall be added to the price per month per street lighting unit: \$1.32.

Additional facilities, other than specified above, if required, will be billed at the time of installation.

(a) Note: New or replacement poles no longer available.

# 2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103. Rider DCI. Distribution Capital Investment Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund

Sheet No. 108, Rider UE-ED, Uncollectible Expense - Electric Distribution Rider

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation 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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

# **TERM OF SERVICE**

The street lighting units are installed for the life of the unit, and then its terminable on one hundred twenty (120) days written notice by either customer or Company subject to Paragraph 4 or 6 under General Conditions.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

Issued: May 11, 2015

Effective: June 1, 2015

P.U.C.O. Electric No. 19 Sheet No. 60.16 Cancels and Supersedes Sheet No. 60.16 Page 5 of 5

### **GENERAL CONDITIONS**

- (1) If the customer requires the installation of a unit at a location which requires the extension, relocation, or rearrangement of the Company's distribution system, the customer shall, in addition to the monthly charge, pay the Company on a time and material basis, plus overhead charges, the cost of such extension, relocation, or rearrangement, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (2) Installation of street lighting units will be predicated on the ability of the Company to obtain, without cost to itself or the payment or consideration, all easements and rights-of-way which, in the opinion of the Company, are necessary for the construction, maintenance and operation of the street lights, standards, anchors and/or service wires. If such easements and rights-of-way cannot be so obtained, the Company shall have no obligation hereunder to install such units.
- (3) The time within which the Company will be able to commence or to complete the services to be performed is dependent on the Company's ability to secure the materials required, and the Company shall not be responsible for failure to install these street light units for such reason.
- (4) If an installed street lighting unit is required to be relocated, removed, or replaced with another unit of the same or less rated lamp wattage, the ordering Authority shall pay the Company the sacrifice value of the unit, plus labor and overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (5) Lamps and refractors which are maintained by the Company shall be kept in good operating condition by and at the expense of the Company. In cases of vandalism, the Company will repair the damaged property and the customer shall pay for such repair on a time and material basis, plus overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (6) When a street lighting unit reaches the end of life or becomes obsolete and parts cannot be reasonably obtained, the Company can remove the unit at no expense to the customer after notifying the customer. The customer shall be given the opportunity to arrange for another type lighting unit provided by 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 the Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 61.16 Cancels and Supersedes Sheet No. 61.15 Page 1 of 2

### RATE TL

### TRAFFIC LIGHTING SERVICE

### **APPLICABILITY**

Applicable to the supplying of energy for traffic signals or other traffic control lighting on public streets and roads. After January 1, 1992, this tariff schedule shall only be applicable to municipal, county, state and local governments. In the application of this tariff, each point of delivery shall be considered as a separate customer.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### TYPE OF SERVICE

Alternating current 60 Hz, single phase at the Company's standard secondary voltage.

### **NET MONTHLY BILL**

Computed in accordance with the following charges:

### 1. Base Rate

- (a) Where the Company supplies energy only all kilowatt-hours shall be billed as follows: Distribution Energy and Equipment Charge \$0.005034per kWh
- (b) Where the Company supplies energy from a separately metered source and the Company has agreed to provide limited maintenance for traffic signal equipment all kilowatt-hours shall be billed at

\$0.026291 per kWh

- (c) Where the Company supplies energy and has agreed to provide limited maintenance for traffic signal equipment all kilowatt-hours shall be billed as follows:
   Distribution Energy and Equipment Charge \$0.035228 per kWh
- 2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Investment Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider

Sheet No. 108, Rider UE-ED, Uncollectible Expense - Electric Distribution Rider

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 61.16 Cancels and Supersedes Sheet No. 61.15 Page 2 of 2

# **NET MONTHLY BILL (Contd.)**

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation 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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

### **TERM OF SERVICE**

One (1) year, terminable thereafter on thirty (30) days written notice by either customer or Company.

### **GENERAL CONDITIONS**

- 1. Billing will be based on the calculated kilowatt-hour consumption taking into consideration the size and characteristics of the load.
- Where the average monthly usage is less than 110 kWh per point of delivery, the customer shall
  pay the Company, in addition to the monthly charge, the cost of providing the electric service on
  the basis of time and material plus overhead charges. An estimate of the cost will be submitted for
  approval before the work is carried out.
- 3. The location of each point of delivery shall be mutually agreed upon by the Company and the customer. In overhead distribution areas, the point of delivery shall be within one hundred fifty (150) feet of existing secondary wiring. In underground distribution areas, the point of delivery shall be at an existing secondary wiring service point.
- 4. If the customer needs a point of delivery which requires the extension, relocation, or rearrangement of Company's distribution system, the customer shall pay the Company, in addition to the monthly charge, the cost of such extension, relocation, or rearrangement on the basis of time and material plus overhead charges, unless such extension, relocation or rearrangement is performed in the course of the Company's routine system upgrade, or where a municipality requires such work when acting in its governmental capacity; then, no payment will be made. An estimate of the cost will be submitted for approval before work is carried out.

# **LIMITED MAINTENANCE**

Limited maintenance for traffic signals is defined as cleaning and replacing lamps, and repairing connections in wiring which are of a minor nature. Limited maintenance for traffic controllers is defined as cleaning, oiling, adjusting and replacing contacts which are provided by customer, time-setting when requested, and minor repairs to defective wiring.

### **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 April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

Issued: May 11, 2015 Effective: June 1, 2015

Issued by James P. Henning, President

P.U.C.O. Electric No. 19 Sheet No. 62.16 Cancels and Supersedes Sheet No. 62.15 Page 1 of 4

### RATE OL

### **OUTDOOR LIGHTING SERVICE**

### **APPLICABILITY**

Applicable for outdoor lighting services on private property with Company owned fixtures in the Company's entire service area where secondary distribution lines are adjacent to the premises to be served. Not applicable for lighting public roadways which are dedicated, or anticipated to be dedicated, except to meet the occasional singular need of a customer who has obtained written approval from the proper governmental authority.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

Mercury Vapor lighting fixtures will not be installed by the Company after June 1, 2003. As currently installed Mercury Vapor fixtures are retired and/or replaced, they may be replaced with either Metal Halide or Sodium Vapor fixtures as the customer chooses.

This service will no longer be available for units installed after December 31, 2004.

### TYPE OF SERVICE

All equipment will be installed, owned and maintained by the Company on rights-of-way provided by the customer. The Company will perform maintenance only during regularly scheduled working hours and will endeavor to replace burned-out lamps within forty-eight (48) hours after notification by the customer. The Company does not guarantee continuous lighting and shall not be liable to the customer or anyone else for damage, loss or injury resulting from any interruption in such lighting due to any cause. All lamps will burn from dusk to dawn, approximately 4,160 hours per annum.

### **NET MONTHLY BILL**

# 1. Base Rate

# A. Private outdoor lighting units:

The following monthly charge for each fixture, which includes lamp and luminaire, controlled automatically, mounted on a utility pole, as specified by the Company, with a maximum mast arm of 16 feet for overhead units will be assessed:

	Lamp <u>Watts</u>	KW/Unit	Annual <u>kWh</u>	Distribution Energy & Equipment \$/Unit
Standard Fixtures (Cobra				
Head)				
Mercury Vapor				
7,000 lumen (Open Refractor)	175	0.205	853	7.537
7,000 lumen	175	0.210	874	12.803
10,000 lumen	250	0.292	1,215	13.067
21,000 lumen	400	0.460	1,914	14.391

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

**NET MONTHLY BILL (Contd.)** 

P.U.C.O. Electric No. 19 Sheet No. 62.16 Cancels and Supersedes Sheet No. 62.15 Page 2 of 4

NET MONTHLY BILL (CONTO.)	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit
Metal Halide	<u> </u>		10000	4,0,111
14,000 lumen	175	0.210	874	12.805
•				12.005
20,500 lumen	250	0.292	1,215	13.066
36,000 lumen	400	0.460	1,914	14.389
Sodium Vapor				

	<u>Watts</u>	KW/Unit	<u>kVVh</u>	\$/Unit
Metal Halide				
14,000 lumen	175	0.210	874	12.805
20,500 lumen	250	0.292	1,215	13.066
36,000 lumen	400	0.460	1,914	14.389
Sodium Vapor				
9,500 lumen (Open Refractor)	100	0.117	487	7.700
9,500 lumen	100	0.117	487	10.005
16,000 lumen	150	0.171	711	11.806
22,000 lumen	200	0.228	948	11.273
27,500 lumen	100	0.117	487	10.008
27,500 lumen	200	0.228	948	11.333
50,000 lumen	400	0.471	1,959	10.021
Decorative Fixtures (a)				
Mercury Vapor				
7,000 lumen (Town & Country)	175	0.205	853	17.142
7,000 lumen (Aspen)	175	0.210	874	24.392
Sodium Vapor				
9,500 lumen (Town & Country)	100	0.117	487	26.149
9,500 lumen (Holophane)	100	0.128	532	27.142
9,500 lumen (Gas Replica)	100	0.128	532	48.389
22,000 lumen (Rectilinear)	200	0.246	1,023	28.708
D. Miles as accepting installation of				

- B. When requesting installation of a decorative unit, the customer may elect to make an additional contribution to obtain the monthly rate per unit charge for the same size standard (cobra head) outdoor lighting fixture.
- C. Flood lighting units served in overhead distribution areas (FL):

The following monthly charge for each fixture, which includes lamp and luminaire, controlled automatically, mounted on a utility pole, as specified by the Company, will be assessed:

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

Effective: June 1, 2015 Issued: May 11, 2015

P.U.C.O. Electric No. 19 Sheet No. 62.16 Cancels and Supersedes Sheet No. 62.15 Page 3 of 4

# **NET MONTHLY BILL (Contd.)**

				Distribution Energy &
	Lamp		Annual	Equipment
	<u>Watts</u>	KW/Unit	<u>kWh</u>	\$/Unit
Mercury Vapor				
21,000 lumen	400	0.460	1,914	13.308
Metal Halide				
20,500 lumen	250	0.246	1,023	9.835
36,000 lumen	400	0.460	1,914	13.308
Sodium Vapor				
9,500 lumen	100	0.117	487	9.289
22,000 lumen	200	0.246	1,023	9.836
30,000 lumen	200	0.246	1,023	9.835
50,000 lumen	400	0.480	1,997	10.822

Additional facilities, if needed will be billed at the time of installation.

# 2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Investment Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund

Sheet No. 108, Rider UE-ED, Uncollectible Expense - Electric Distribution Rider

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation 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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

### **TERM OF SERVICE**

Three (3) years for a new and/or succeeding customer until the initial period is fulfilled. The service is terminable thereafter on ten (10) days written notice by the customer or the Company.

At the Company's option, a longer contract may be required for large installations.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 62.16 Cancels and Supersedes Sheet No. 62.15 Page 4 of 4

### **GENERAL CONDITIONS**

- In cases of repeated vandalism, the Company at its option will repair or remove its damaged equipment and the customer shall pay for repairs on a time and material basis, plus overhead charges. If the equipment is removed, the customer will be billed for the unexpired term of the contract.
- 2. If the customer requires the extension, relocation or rearrangement of the Company's system, the customer will pay, in addition to the monthly charge, the Company on a time and materials basis, plus overhead charges, for such extension, relocation or rearrangement unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for customer approval before work is carried out.
- 3. If any Company owned lighting unit is required to be relocated, removed or replaced with another unit of the same or lower lamp wattage, the customer ordering this shall pay the Company the sacrifice value of the unit, plus labor and overhead charges, unless in the judgment of the Company no charges should be made. An estimate of the cost will be submitted for customer approval before work is carried out.
- 4. Installation of lighting units will be predicated on the ability of the Company to obtain, without cost to itself or the payment or consideration, all easements and rights-of-way which, in the opinion of the Company, are necessary for the construction, maintenance and operation of the lights, standards, anchors and/or service wires. If such easements and rights-of-way cannot be so obtained, the Company shall have no obligation hereunder to install such units.
- 5. The time within which the Company will be able to commence or to complete the services to be performed is dependent on the Company's ability to secure the materials required, and the Company shall not be responsible for failure to install these light units for such reason.
- 6. When a lighting unit reaches the end of life or becomes obsolete and parts cannot be reasonably obtained, the Company can remove the unit at no expense to the customer after notifying the customer. The customer shall be given the opportunity to arrange for another type lighting unit provided by 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 the Company's Service Regulations, currently in effect, as filed with the Public Utilities Commission of Ohio.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 63.16 Cancels and Supersedes Sheet No. 63.15 Page 1 of 3

Dictribution

### **RATE NSU**

# STREET LIGHTING SERVICE FOR NON-STANDARD UNITS

### **APPLICABILITY**

Applicable to municipal, county, state and Federal governments, including divisions thereof, hereafter referred to as Customer, for the lighting of public streets and roads with existing Company and Customer owned lighting fixtures. This service is not available for units installed after December 2, 1983.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

# TYPE OF SERVICE

All equipment owned by the Company will be maintained by the Company. All lamps will burn from dusk to dawn, approximately 4,160 hours per annum. The Company will endeavor to replace burned-out lamps maintained by the Company within forty-eight (48) hours after notification by the customer. The Company does not guarantee continuous lighting or electric service and shall not be liable to the customer or anyone else for any damage, loss or injury due to any cause.

### **NET MONTHLY BILL**

The following monthly charge for each unit with lamp and luminaire, controlled automatically, will be assessed.

	Lamp <u>Watts</u>	KW/Unit	Annual <u>kWh</u>	Energy & Equipment \$/Unit
1. Base Rate				
A. Company Owned				
1) Steel boulevard units and 15 and				
30 ft. steel poles served				
underground				
a. 1,000 lumen incandescent	65	0.065	270	8.370
b. 4,000 lumen incandescent	295	0.295	1,227	13.744
c. 6,000 lumen incandescent	405	0.405	1,685	17.001
d. 50,000 lumen sodium vapor	400	0.471	1,959	12.284
Steel light units served overhead on Company owned pole				
a. 2,500 lumen incandescent	148	0.148	616	5.200
b. 6,000 lumen incandescent	405	0.405	1,685	1.542
c. 2,500 lumen mercury vapor	100	0.115	478	5.617

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 63.16 Cancels and Supersedes Sheet No. 63.15 Page 2 of 3

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

	Lamp <u>Watts</u>	KW/Unit	Annual <u>kWh</u>	Distribution Energy & Equipment <u>\$/Unit</u>
B. Customer owned     1) Lighting system on steel     poles     served either overhead or				
underground with limited maintenance by Company a. 21,000 lumen mercury vapor	400	0.460	1,914	0.173
2) Fixtures mounted on Company owned pole served underground in conduit with limited maintenance by Company a. 21,000 lumen mercury vapor (Two fixtures per pole)	400	0.460	1,914	13.676

### 2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense – Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

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Sheet No. 103, Rider DCI, Distribution Capital Investment Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider

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Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation 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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

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Issued by James P. Henning, President

P.U.C.O. Electric No. 19 Sheet No. 63.16 Cancels and Supersedes Sheet No. 63.15 Page 3 of 3

#### **TERM OF SERVICE**

The street lighting units are installed for the life of the unit, terminable on one hundred twenty (120) days written notice by either customer or Company subject to Paragraph 1 or 3 under General Conditions.

# **GENERAL CONDITIONS**

- (1) If an installed street lighting unit is required to be relocated, removed, or replaced with another unit of the same or less rated lamp wattage, the ordering Authority shall pay the Company the sacrifice value of the unit, plus labor and overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (2) Lamps and refractors which are maintained by the Company shall be kept in good operating condition by, and at the expense of, the Company.
  - In case of vandalism, the Company will repair the damaged property and the customer shall pay for such repair on a time and material basis, plus overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (3) When a Company owned street lighting unit reaches the end of life or becomes obsolete and parts cannot be reasonably obtained, the Company can remove the unit at no expense to the customer after notifying the customer. The customer shall be given the opportunity to arrange for another type lighting unit provided by the Company.
- (4) When a customer owned lighting unit becomes inoperative, the cost of repair or replacement of the unit will be at the customer's expense. The replacement unit shall be an approved Company fixture.
- (5) Limited maintenance by the Company includes only fixture cleaning, relamping, and glassware and photo cell replacement.

### 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.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 64.16 Cancels and Supersedes Sheet No. 64.15 Page 1 of 3

### **RATE NSP**

### PRIVATE OUTDOOR LIGHTING FOR NON-STANDARD UNITS

### **APPLICABILITY**

Applicable to service for outdoor lighting on private property with Company owned overhead lighting fixtures in the Company's entire territory where secondary distribution lines are adjacent to the premise to be served. Not applicable to service for lighting of dedicated or undedicated public thoroughfares.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

### **TYPE OF SERVICE**

All equipment will be installed, owned and maintained by the Company on rights-of-way provided by the customer. The Company will perform maintenance only during regularly scheduled working hours and will endeavor to replace burned-out lamps within forty-eight (48) hours after notification by the customer. The Company does not guarantee continuous lighting and shall not be liable to the customer or anyone else for damage, loss or injury resulting from any interruption in such lighting due to any cause. All lamps will burn from dusk to dawn, approximately 4,160 hours per annum.

### **NET MONTHLY BILL**

# 1. Private outdoor lighting units:

The following monthly charge for Town and Country fixtures installed, or for which customer has contracted with Company to install, prior to March 1, 1991 will be assessed:

				Distribution Energy &
	Lamp <u>Watts</u>	KW/Unit	Annual <u>kWh</u>	Equipment \$/Unit
9,500 lumen Sodium Vapor	100	0.117	487	11.834

The following monthly charge will be assessed for existing facilities, but this unit will not be available to new customers after March 2, 1972:

	Lamp <u>Watts</u>	KW/Unit	Annual <u>kWh</u>	Distribution Energy & Equipment \$/Unit
2,500 lumen Mercury, Open Refractor 2,500 lumen Mercury, Encl. Refractor	100	0.115	478	9.315
	100	0.115	478	13.168

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# **NET MONTHLY BILL (Contd.)**

2. Outdoor lighting units served in underground residential distribution areas:

The following monthly charge will be assessed for existing fixtures which include lamp and luminaire, controlled automatically, with an underground service wire not to exceed thirty-five (35) feet from the service point, but these units will not be available to new customers after March 1, 1991:

	Lamp <u>Watts</u>	KW/Unit	Annual <u>kWh</u>	Distribution Energy & Equipment \$/Unit
7,000 lumen Mercury, Mounted on a 17-foot Fiberglass Pole 7,000 lumen Mercury, Mounted on a	175	0.205	853	16.806
30-foot Wood Pole	175	0.205	853	15.131

3. Flood lighting units served in overhead distribution areas:

The following monthly charge will be assessed for each existing fixture, which includes lamp and luminaire, controlled automatically, mounted on a utility pole, as specified by the Company, with a span of wire not to exceed one hundred twenty (120) feet, but these units will not be available to new customers after June 1, 1982:

	Lamp <u>Watts</u>	KW/Unit	Annual <u>kWh</u>	Energy & Equipment  \$/Unit
52,000 lumen Mercury (35-foot Wood Pole)	1,000	1.102	4,584	12.915

# 4. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Investment Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider

Sheet No. 108, Rider UE-ED, Uncollectible Expense - Electric Distribution Rider

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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# **NET MONTHLY BILL (Contd.)**

Sheet No. 112, Rider RE, Retail Energy Rider Sheet No. 115, Rider SCR, Supplier Cost Reconciliation 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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

#### TERM OF SERVICE

Three (3) years, terminable thereafter on ten (10) days written notice by either customer or Company.

# **GENERAL CONDITIONS**

- In cases of repeated vandalism, the Company at its option will repair or remove its damaged equipment and the customer shall pay for repairs on a time and material basis, plus overhead charges. If the equipment is removed, the customer will be billed for the unexpired term of the contract.
- 2. If any Company owned lighting unit is required to be relocated, removed or replaced with another unit of the same or lower lamp wattage, the customer ordering this shall pay the Company the sacrifice value of the unit, plus labor and overhead charges, unless in the judgment of the Company no charges should be made. An estimate of the cost will be submitted for customer approval before work is carried out.
- 3. When a lighting unit reaches the end of life or becomes obsolete and parts cannot be reasonably obtained, the Company can remove the unit at no expense to the customer after notifying the customer. The customer shall be given the opportunity to arrange for another type lighting unit provided by 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 the Company's Service Regulations, currently in effect, as filed with the Public Utilities Commission of Ohio.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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#### RATE SC

# STREET LIGHTING SERVICE - CUSTOMER OWNED

#### **APPLICABILITY**

Applicable to municipal, county, state and Federal governments, including divisions thereof, and incorporated homeowners associations for the lighting of public streets and roads when the total investment and installation costs of the fixtures are borne by the customer. The fixture shall be a Company approved unit used in overhead and underground distribution areas.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

Mercury Vapor lighting fixtures will not be installed by the Company after June 1, 2003. As currently installed Mercury Vapor fixtures are retired and/or replaced, they may be replaced with either Metal Halide or Sodium Vapor fixtures as the customer chooses.

This service will no longer be available for units installed after December 31, 2008.

#### TYPE OF SERVICE

All equipment will be owned by the customer but may be installed by customer or Company with limited maintenance performed by the Company. Limited maintenance includes only fixture cleaning, relamping, and glassware and photo cell replacement. All lamps will burn from dusk to dawn, approximately 4,160 hours per annum. The Company will endeavor to replace burned-out lamps within forty-eight (48) hours after notification by the customer. The Company does not guarantee continuous lighting and shall not be liable to the customer or anyone else for any damage, loss or injury due to any cause.

# **NET MONTHLY BILL**

The following monthly charge for each lamp with luminaire, controlled automatically, will be assessed:

	Lamp <u>Watts</u>	KW/Unit	Annual <u>kWh</u>	Distribution Energy & Equipment\$/Unit
1. Base Rate				
Fixture Description				
Standard Fixture				
(Cobra Head)				
Mercury Vapor				
21,000 lumen	400	0.430	1,788	0385
Sodium Vapor				
9,500 lumen	100	0.117	487	1.500
16,000 lumen	150	0.171	711	1.500
22,000 lumen	200	0.228	948	1.500
27,500 lumen	250	0.318	1,323	0.750
50,000 lumen	400	0.471	1,959	0.882

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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# **NET MONTHLY BILL (Contd.)**

	Lamp <u>Watts</u>	KW/Unit	Annual <u>kWh</u>	Distribution Energy & Equipment \$/Unit
Decorative Fixtures				
Sodium Vapor				
16,000 lumen (Hadco)	150	0.171	711	1.937
22,000 lumen (Rectilinear)	200	0.246	1,023	1.250
50,000 lumen (Rectilinear)	400	0.471	1,959	1.018

Where a street lighting fixture served overhead is to be installed on another utility's pole on which the Company does not have a contact, a monthly pole charge will be assessed.

	Pole Type	\$/ Pole
Pole Description		
Wood		
30 foot	W30	4.74
35 foot	W35	5.01
40 foot	W40	5.79
Aluminum		
12 foot	A12	12.70
28 foot	A28	7.05

# **Customer Owned and Maintained Units**

The rate for energy used for this type street lighting will be shown below. The monthly kilowatt-hour usage will be mutually agreed upon between the Company and the customer. Where the average monthly usage is less than 150 kWh per point of delivery, the customer shall pay the Company, in addition to the monthly charge, the cost of providing electric service on the basis of time and material plus overhead charges. An estimate of the cost will be submitted for approval before work is carried out.

Distribution

\$0.005904 per kWh

# 2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Investment Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider

Sheet No. 108, Rider UE-ED, Uncollectible Expense – Electric Distribution Rider

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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# **NET MONTHLY BILL (Contd.)**

Sheet No. 111, Rider RC, Retail Capacity Rider Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation 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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

# **TERM OF SERVICE**

The street lighting units are installed for the life of the unit, terminable on one hundred twenty (120) days written notice by either customer or Company subject to Paragraph 4 or 6 under General Conditions.

# **GENERAL CONDITIONS**

- (1) If the customer requires the installation of a unit at a location which requires the extension, relocation, or rearrangement of the Company's distribution system, the customer shall, in addition to the monthly charge, pay the Company on a time and material basis, plus overhead charges, the cost of such extension, relocation, or rearrangement, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (2) Installation of street lighting units will be predicated on the ability of the Company to obtain, without cost to itself or the payment or other consideration, all easements and rights-of-way which, in the opinion of the Company, are necessary for the construction, maintenance and operation of the street lights, standards, anchors and/or service wires. If such easements and rights-of-way cannot be so obtained, the Company shall have no obligation hereunder to install such units.
- (3) The time within which the Company will be able to commence or to complete the services to be performed is dependent on the Company's ability to secure the materials required, and the Company shall not be responsible for failure to install these street light units for such reason.
- (4) If an installed street lighting unit is required to be relocated, removed, or replaced by the Company, the ordering Authority shall pay the Company the cost agreed upon under a separate contract.
- (5) Lamps and refractors which are maintained by the Company shall be kept in good operating condition by and at the expense of the Company.

In cases of vandalism, the Company will repair the damaged property and the customer shall pay for such repair on a time and material basis, plus overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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# **GENERAL CONDITIONS (Contd.)**

- (6) When a customer owned lighting unit becomes inoperative, the cost or repair, replacement or removal of the unit will be at the customer's expense.
- (7) All lights installed on an overhead distribution system will be installed by Company under a separate contract with customer.

# **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.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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#### **RATE SE**

# STREET LIGHTING SERVICE - OVERHEAD EQUIVALENT

# **APPLICABILITY**

Applicable to municipal, county, state and federal governments, including divisions thereof, and incorporated homeowners associations, for the lighting of public streets and roads with Company lighting fixtures in underground distribution areas, where the customer elects to make a contribution for the installation of the fixture, mounting, pole and secondary wiring to obtain the rate/unit for the same size standard fixture (cobra head) in an overhead distribution area.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

Mercury Vapor lighting fixtures will not be installed by the Company after June 1, 2003. As currently installed Mercury Vapor fixtures are retired and/or replaced, they may be replaced with either Metal Halide or Sodium Vapor fixtures as the customer chooses.

This service will no longer be available for units installed after December 31, 2004.

#### TYPE OF SERVICE

All equipment will be installed, owned and maintained by the Company. All lamps will burn from dusk to dawn, approximately 4,160 hours per annum. The Company will endeavor to replace burned-out lamps within forty-eight (48) hours after notification by the customer. The Company does not guarantee continuous lighting and shall not be liable to the customer or anyone else for any damage, loss or injury due to any cause.

# **NET MONTHLY BILL**

The following monthly charge for each lamp with luminaire, controlled automatically, will be assessed:

	Lamp <u>Watts</u>	KW/Unit	Annual <u>kWh</u>	Distribution Energy & Equipment <u>\$/Unit</u>
Base Rate				
Fixture Description				
Decorative Fixtures				
Mercury Vapor				
7,000 lumen (Town &				
Country)	175	0.205	853	4.543
7,000 lumen (Holophane)	175	0.210	874	4.479
7,000 lumen (Gas Replica)	175	0.210	874	4.479
7,000 lumen (Aspen)	175	0.210	874	4.478

Issued pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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

	Lamp <u>Watts</u>	KW/Unit	Annual <u>kWh</u>	Distribution Energy & Equipment <u>\$/Unit</u>
Sodium Vapor	400	0.447	407	7.005
9,500 lumen (Town &	100	0.117	487	7.305
Country)	100	0.128	532	7.169
9,500 lumen (Holophane)	100	0.117	487	7.309
9,500 lumen (Rectilinear)	100	0.128	532	7.170
9,500 lumen (Gas Replica)	100	0.128	532	7.170
9,500 lumen (Aspen)	200	0.246	1,023	7.642
22,000 lumen (Rectilinear)	400	0.471	1,959	9.628
50,000 lumen (Rectilinear)				
Metal Halide				
14,000 lumen (Town &	175	0.205	853	4.543
Country)	175	0.210	874	4.479
14,000 lumen (Granville)				
14,400 lumen (Rectangular	175	0.210	874	12.705
Cutoff)	175	0.210	874	4,478
14,500 lumen (Gas Replica)	400	0.455	1,893	10.953
36,000 lumen (Low Profile)			•	

Additional facilities, other than specified above, if required, will be billed at the time of installation.

# 2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Investment Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider

Sheet No. 108, Rider UE-ED, Uncollectible Expense – Electric Distribution Rider

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation RiderLATE 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.

Issued pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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# **TERM OF SERVICE**

The street lighting units are installed for the life of the unit, terminable on one hundred twenty (120) days written notice by either customer or Company subject to Paragraph 4 or 6 under General Conditions.

#### **GENERAL CONDITIONS**

- (1) If the customer requires the installation of a unit at a location which requires the extension, relocation, or rearrangement of the Company's distribution system, the customer shall, in addition to the monthly charge, pay the Company on a time and material basis, plus overhead charges, the cost of such extension, relocation, or rearrangement, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (2) Installation of street lighting units will be predicated on the ability of the Company to obtain, without cost to itself or the payment or other consideration, all easements and rights-of-way which, in the opinion of the Company, are necessary for the construction, maintenance and operation of the street lights, standards, anchors and/or service wires. If such easements and rights-of-way cannot be so obtained, the Company shall have no obligation hereunder to install such units.
- (3) The time within which the Company will be able to commence or to complete the services to be performed is dependent on the Company's ability to secure the materials required, and the Company shall not be responsible for failure to install these street light units for such reason.
- (4) If an installed street lighting unit is required to be relocated, removed, or replaced with another unit of the same or less rated lamp wattage, the ordering Authority shall pay the Company the sacrifice value of the unit, plus labor and overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (5) Lamps and refractors which are maintained by the Company shall be kept in good operating condition by and at the expense of the Company.
  - In cases of vandalism, the Company will repair the damaged property and the customer shall pay for such repair on a time and material basis, plus overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (6) When a street lighting unit reaches the end of life or becomes obsolete and parts cannot be reasonably obtained, the Company can remove the unit at no expense to the customer after

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# **GENERAL CONDITIONS (Cont'd)**

notifying the customer. The customer shall be given the opportunity to arrange for another type lighting unit provided by the Company.

(7) The contribution only provides for replacement of these facilities due to occasional damage or premature malfunction. It does not cover replacement at end of life.

# **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.

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# **RATE UOLS**

# **UNMETERED OUTDOOR LIGHTING ELECTRIC SERVICE**

#### **APPLICABILITY**

Applicable for electric energy usage only for any street or outdoor area lighting system (System), operating during the dusk to dawn time period, on private or public property and owned by the customer or the Company. The customer must be adjacent to an electric power line of the Company that is adequate and suitable for supplying the necessary electric service.

Service under this tariff schedule shall require a written agreement between the customer and the Company specifying the calculated lighting kilowatt-hours. The System shall comply with the connection requirements in the Company's Electric Service Regulations, Section III, Customer's and Company's Installations.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

# **CONTRACT FOR SERVICE**

The customer will enter into an Agreement for Electric Service for Outdoor Lighting for a minimum of one (1) year and renewable annually, automatically, thereafter.

The Company will provide unmetered electric service based on the calculated annual energy usage for each luminaire's lamp wattage plus ballast usage (impact wattage). The System kilowatt-hour usage shall be determined by the number of lamps and other System particulars as defined in the written agreement between the customer and Company. The monthly kilowatt-hour amount will be billed at the rate contained in the NET MONTHLY BILL section below.

#### LIGHTING HOURS

The unmetered lighting System will be operated automatically by either individual photoelectric controllers or System controller(s) set to operate on either dusk-to-dawn lighting levels or on pre-set timers for any hours between dusk-to-dawn. The hours of operation will be agreed upon between the customer and the Company and set out in the Agreement. Dusk-to-dawn lighting typically turns on and off approximately one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise which is approximately 4160 hours annually.

# **NET MONTHLY BILL**

Computed in accordance with the following charge:

1. Base Rate Distribution

\$0.005905 per kWh

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P.U.C.O. Electric No. 19 Sheet No. 67.16 Cancels and Supersedes Sheet No. 67.15 Page 2 of 3

# **NET MONTHLY BILL (Contd.)**

# 2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider

Sheet No. 80, Rider SCR, Supplier Cost Reconciliation Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 88, Rider UE-GEN, Uncollectible Expense - Electric Generation Rider

Sheet No. 89, Rider BTR, Base Transmission Rider

Sheet No. 97, Rider RTO, Regional Transmission Organization Rider

Sheet No. 101, Rider DSR, Distribution Storm Rider

Sheet No. 103, Rider DCI, Distribution Capital Investment Rider

Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider

Sheet No. 108, Rider UE-ED, Uncollectible Expense – Electric Distribution Rider

Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

Sheet No. 111, Rider RC, Retail Capacity Rider

Sheet No. 112, Rider RE, Retail Energy Rider

Sheet No. 115, Rider SCR, Supplier Cost Reconciliation 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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

### **OWNERSHIP OF SERVICE LINES**

Company will provide, install, own, operate and maintain the necessary facilities for furnishing electric service to the System defined in the agreement. If the customer requires the installation of a System at a location which requires the extension, relocation, or rearrangement of the Company's distribution system, the customer shall, in addition to the monthly charge, pay the Company on a time and material basis, plus overhead charges, the cost of such extension, relocation, or rearrangement, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.

The Company shall erect the service lines necessary to supply electric energy to the System within the limits of the public streets and highways or on private property as mutually agreed upon by the Company and the customer. The customer shall assist the Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines required to serve the System.

The Company shall not be required to pay for obtaining permission to trim or re-trim trees where such trees interfere with lighting output or with service lines or wires of the Company used for supplying electric energy to the System. The customer shall assist the Company, if necessary, in obtaining permission to trim trees where the Company is unable to obtain such permission through its own best efforts.

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# 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.

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# **RATE OL-E**

#### **OUTDOOR LIGHTING EQUIPMENT INSTALLATION**

#### **APPLICABILITY**

Applicable for the installation of any street or outdoor area lighting system (System) on private or public property and owned by the Company. The customer must be adjacent to an electric power line of the Company that is adequate and suitable for supplying the necessary electric service.

Service for the System under this tariff shall require a written agreement between the Customer and the Company. The System shall comply with the connection requirements in the Company's Electric Service Regulations, Section III, Customer's and Company's Installations.

A separate written agreement is required for the electrical energy consumed by this lighting system.

# **CONTRACT FOR SERVICE**

The Customer will enter into an Outdoor Lighting Equipment Agreement, herein 'Agreement', with the Company for an initial term not to exceed ten years and automatically renewable annually thereafter. Termination by either party shall require 120 days advance written notice. The Agreement shall specify the lighting equipment to be installed and owned by the Company, the term of the agreement, itemized monthly charges for the equipment, maintenance terms, and any other necessary information.

The initial Agreement will include two specific monthly charges: a monthly System Charge based on the Company's cost of purchasing and installing the System (Installed Cost), and a monthly Maintenance Charge. The monthly System Charge will end with the expiration of the initial Agreement term while the monthly Maintenance Charge will continue for the life of the System. When the Agreement is terminated by Customer request before initial term expiration, the Customer must reimburse the Company the sum of all remaining monthly System Charges for the initial term of the Agreement, minus salvage value as determined by the Company.

The System Charge is determined by applying the current Levelized Fixed Charge Rate (LFCR), to the Company's cost of purchasing and installing the System. The Customer agrees to the resulting monthly charge that is dependent on the initial term length of the Agreement. The initial term length is the Customer's choice up to and including ten years. The Customer may make an up-front payment that will be applied against the Installed Cost and will thereby reduce the monthly System Charge.

The monthly Maintenance Charge covers estimated equipment maintenance costs as specified in the Agreement, including the ongoing costs of ownership such as administration, taxes and insurance. The Agreement allows for re-evaluation and possible adjustment to the monthly Maintenance Charges every three years.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

Issued: December 19, 2011 Effective: January 1, 2012

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# LEVELIZED FIXED CHARGE CALCULATION

The annual Levelized Fixed Charge Rate percentage is calculated as follows:

LFCR = 
$$r + d + (\frac{T}{1-T}) \times (r + d - D) \times (\frac{r-i}{T})$$

Where r = Rate of Return (Cost of Capital)

D = Depreciation Rate (straight line)

T = Federal and State Composite Income Tax Rate

i = Synchronized Interest Deduction

d = Sinking Fund Factor

# LATE PAYMENT CHARGE

Payment of the total monthly 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.

# **OWNERSHIP OF SERVICE LINES**

Company will provide, install, own, operate and maintain the necessary facilities for furnishing electric service to the System defined in the agreement. If the Customer requests the installation of a System at a location which requires the extension, relocation, or rearrangement of the Company's distribution system, the Customer shall, in addition to the monthly charge, pay the Company on a time and material basis, plus overhead charges, the cost of such extension, relocation, or rearrangement, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval and payment before work is carried out.

The Company shall erect the service lines necessary to supply electric energy to the System within the limits of the public streets and highways or on private property as mutually agreed upon by the Company and the Customer. The Customer shall assist the Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines required to serve the System.

The Company shall not be required to pay for obtaining permission to trim or re-trim trees where such trees interfere with lighting output or with service lines or wires of the Company used for supplying electric energy to the System. The Customer shall assist the Company, if necessary, in obtaining permission to trim trees where the Company is unable to obtain such permission through its own efforts.

# **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.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

Issued: December 19, 2011 Effective: January 1, 2012

P.U.C.O. Electric No. 19 Sheet No. 70.5 Cancels and Supersedes Sheet No. 70.4 Page 1 of 1

# RIDER DR-IKE

# STORM RECOVERY RIDER

# THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN

Issued Pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 71.1 Cancels and Supersedes Original Sheet No. 71 Page 1 of 3

#### RIDER DIR

# **DEVELOPMENT INCENTIVE RIDER**

#### **GENERAL**

Under the terms of this Rider, qualifying customers are required to enter into a Service Agreement with the Company. The Development Incentive Rider consists of three separate programs designed to encourage development and/or redevelopment within the Company's service territory. These three programs are 1. the Economic Development Program 2. the Urban Redevelopment Program and 3. the Brownfield Incentive Program. Requirements of these programs are described below.

# **PROGRAM DESCRIPTIONS**

# **Economic Development Program**

Available, at the Company's option, to non-residential customers receiving service under the provisions of one of the Company's non-residential tariff schedules. This Rider is available for load associated with initial permanent service to new establishments, expansion of existing establishments, or new customers in existing establishments who make application to the Company for service under this Rider and the Company approves such application. The new load applicable under this Rider must be a minimum of 1,000 kW at one delivery point. To qualify for service under this Rider, the customer must meet the qualifications as set forth below. Further, the customer must have applied for and received economic assistance from the State or local government or other public agency before the Company will approve a Service Agreement under this Rider. Where the customer is new to the Company's service area or is an existing customer expanding:

- the customer must employ an additional workforce in the Company's service area of a minimum of twenty-five (25) full-time equivalent (FTE) employees. Employment additions must occur following the Company's approval for service under this Rider, and:
- 2) the customer's new load must result in minimum customer capital investment of one million dollars (\$1,000,000) at the customers' facility within the Company's service area. This capital investment must occur following the Company's approval for service under this Rider. (Item #1 above may be waived where an existing customers capital investment exceeds \$10 million.)

The Company may also consider applying this Rider to an existing customer who, but for economic incentives being provided by the State and/or local government or public agency, would leave the Company's service area. In this event, the following provision applies:

1) The customer must agree, at a minimum, to retain the current number of FTE employees.

# **Urban Redevelopment Program**

Applicable to new customers locating in an existing building of 50,000 square feet or more, which has been unoccupied and/or remained dormant for a period of two years or more, as determined by the Company. The new customer load must be a minimum of 500 kW at one delivery point. In addition, the requested service necessary to serve the new load must not result in additional investment in distribution or transmission facilities by the Company, excepting that minor alterations in the service supplied which can be accomplished feasibly and economically may be allowed.

Filed pursuant to an Order dated July 8, 2009 in Case No. 08-709-EL-AIR before the Public Utilities Commission of Ohio.

Issued: July 10, 2009 Effective: July 13, 2009

P.U.C.O. Electric No. 19 Sheet No. 71.1 Cancels and Supersedes Original Sheet No. 71 Page 2 of 3

# **PROGRAM DESCRIPTIONS (Contd.)**

# **Brownfield Redevelopment Program**

Applicable to customers locating in a qualified "brownfield" redevelopment area so designated by the Ohio Environmental Protection Agency and served by existing service lines. Additionally, customers are required to take service under the provisions of one of the Company's non-residential tariff schedules.

#### **TERMS AND CONDITIONS**

These Riders are not available to a new customer which results from a change in ownership of an existing establishment. However, if a change in ownership occurs after the customer enters into a Service Agreement for service under this Rider, the successor customer may be allowed to fulfill the balance of the Service Agreement under this Rider. This Rider is also not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is not available for load shifted from one customer to another within the Company's service area.

The customer must enter into a Service Agreement with the Company which shall specify, among other things, the voltage at which the customer will be served, a description of the amount and nature of the new load and the basis on which the customer requests qualification for this Rider.

For customers entering into a Service Agreement under this Rider due to expansion, the Company may, at the customer's expense, install metering equipment necessary to measure the new load to be billed under the provisions of this Rider separate from the customer's existing load which shall be billed under the applicable standard tariff schedule.

Following the effective date of the Service Agreement, the customer must maintain a minimum demand in accordance with the Service Agreement and maintain a monthly average of 300 hours use of demand. Failure to do so will result in the customer's Service Agreement being terminated.

The Company is not obligated to extend, expand or rearrange its facilities if it determines that existing distribution/transmission facilities are of adequate capacity to serve the customer's load.

#### **NET MONTHLY BILLING**

The customer shall comply with all terms of the standard distribution tariff rate under which the customer takes service except the customers' monthly distribution demand charge shall be reduced by up to fifty (50) percent for a period of twenty-four (24) months. The customer will pay the full amount of all riders and the entirety of the applicable market-based standard service offer.

The customer may request an effective date of the Service Agreement which is no later than twelve (12) months after Company's approval of the Service Agreement with the customer. A Service Agreement must be fully executed within 30 days of taking the subject new service from the Company. All subsequent billings shall be at the appropriate full standard service tariff rate.

# **TYPE OF SERVICE**

The service provided shall be 60Hz alternating current provided at the Company's standard distribution or transmission voltage.

Filed pursuant to an Order dated July 8, 2009 in Case No. 08-709-EL-AIR before the Public Utilities Commission of Ohio.

Issued: July 10, 2009 Effective: July 13, 2009

P.U.C.O. Electric No. 19 Sheet No. 71.1 Cancels and Supersedes Original Sheet No. 71 Page 3 of 3

# **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.

Filed pursuant to an Order dated July 8, 2009 in Case No. 08-709-EL-AIR before the Public Utilities Commission of Ohio.

Issued: July 10, 2009 Effective: July 13, 2009

P.U.C.O. Electric No. 19 Sheet No. 72.2 Cancels and Supersedes Sheet No. 72.1 Page 1 of 1

#### RIDER TS

# **TEMPORARY SERVICE**

#### **APPLICABILITY**

Applicable to electric service in the entire service area of a temporary nature, for a period of less than one year and non-recurring, supplied in accordance with provisions of the appropriate rate currently in effect.

#### **TYPE OF SERVICE**

Service will be in accordance with the specifications of the standard applicable rate.

#### **CHARGES**

In addition to charges for service furnished under the applicable rate the customer will pay in advance the entire estimated cost of installing and removing facilities.

#### **TERM OF SERVICE**

Temporary service hereunder will be rendered for a period not longer than six calendar months from the date of installation, provided however, the Company may, at its option, renew said temporary connection for an additional period of three months if required by the temporary need. At the expiration of said initial period or any renewal thereof, the Company may discontinue the service from the premises.

# 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.

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 James P. Henning, President

P.U.C.O. Electric No. 19 Sheet No. 73.4 Cancels and Supersedes Sheet No. 73.3 Page 1 of 3

# RIDER X

#### LINE EXTENSION POLICY

#### **APPLICABILITY**

Available in entire service area and applicable to electric service supplied in accordance with provisions of the appropriate rate currently in effect, from the nearest available overhead distribution lines of required type of service, when it is necessary to extend such lines from existing distribution system to provide for new electric service or to provide for a material increase in the customer's load.

#### **EXTENSION PLAN**

- A. For line extensions to residential single family homes, both individual homes and homes in a development, the following shall apply:
  - 1. The Company shall be responsible for all costs associated with standard service installation, up to five thousand dollars per lot. The Company is not responsible for any costs associated with premium service.
  - The Customer shall be responsible for any costs above the five thousand dollars per individual lot.
  - 3. The Customer shall be responsible for the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation) prior to the start of construction.
  - 4. The Customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed five thousand dollars per lot. The Company shall afford the Customer (but not including developers of homes) the option of paying those costs, plus carrying costs and any applicable taxes, on a prorated monthly basis for up to fifty months.
- B. For line extensions to residential, non-master-metered, multifamily installations (two or more units) the following shall apply:
  - 1. The Company shall be responsible for all costs associated with standard service installation, up to twenty-five hundred dollars per unit.
  - 2. The Customer shall be responsible for any costs above the twenty-five hundred dollars per individual unit.
  - 3. The Customer shall be responsible for the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation) prior to the start of construction.
  - 4. The Customer shall make arrangements with the Company for the payment of the standard line extension costs that exceed twenty-five hundred dollars per unit. The Company shall afford the Customer, (but not including developers) the option of paying those costs, plus carrying costs and any applicable taxes, on a prorated monthly basis for up to fifty months.

Filed pursuant to an Order dated February 24, 2010 in Case No. 09-758-EL-ATA before the Public Utilities Commission of Ohio.

Issued: February 26, 2010 Effective: March 3, 2010

P.U.C.O. Electric No. 19 Sheet No. 73.4 Cancels and Supersedes Sheet No. 73.3 Page 2 of 3

# **EXTENSION PLAN (Cont'd)**

- C. For line extensions to nonresidential Customers the following shall apply:
  - 1. The Company shall be responsible for sixty percent of the total cost of the line extension, for standard service installation.
  - 2. The Customer shall remit forty percent of the total cost of the line extension for standard service installation prior to the start of construction, which shall be considered a Contribution In Aid of Construction (CIAC).
  - 3. In addition, to the extent the Customer requests premium installation service, the Customer shall be responsible for the incremental costs, including CIAC costs, of premium services (the sum of the Company's costs to provide the premium installation minus the Company's cost to install, in accordance with good utility practice, a standard line extension to the project) prior to the start of construction.
  - 4. If a substation is required as part of the line extension project to a Customer, the Customer shall be given the option of building (pursuant to all applicable electrical standards), owning, and maintaining such substation.
- D. Any Customer who paid to the Company a Contribution in Aid of Construction (CIAC), other than for premium services, may be entitled to a refund of a portion of the CIAC paid in accordance with the following:
  - 1. If any new Customer, within fifty months of the completion of a line extension project utilizes all or part of the facilities for which the cost of standard service installation has been paid, the Customer who paid the installation costs may be entitled to a refund which represents a pro rata portion of the original cost calculated to equitably share the cost responsibility for those facilities used in service by both the new and original Customer. The new Customer will pay the pro rata portion of the original installation cost to the Company and if either a premium installation or an additional line extension project is required for such new Customer, any additional costs that would be charged under paragraphs (B), (C) or (D). After receiving the new Customer's pro rata portion, the Company will refund it to the original Customer.
  - 2. If any new additional Customer, within fifty months of the completion of the line extension project for which a party has paid to the Company a CIAC, utilizes all or part of the facilities for which a CIAC has been paid, the party who paid the CIAC may also be entitled to a refund.
- E. Nothing contained herein shall be construed to prohibit the Company from making, at its expense, greater extensions than herein prescribed, should its judgment so dictate.
- F. The title to all extensions and equipment covered by the extension agreements shall be and remain in the Company.
- G. The Company reserves the right to determine the type of equipment which is needed to extend service hereunder, as well as whether overhead or underground electric distribution facilities will be installed. If the Applicant desires to receive service different than that determined by the Company, the Applicant will pay to the Company the difference in cost between the different facilities.

Filed pursuant to an Order dated February 24, 2010 in Case No. 09-758-EL-ATA before the Public Utilities Commission of Ohio.

Issued: February 26, 2010 Effective: March 3, 2010

P.U.C.O. Electric No. 19 Sheet No. 73.4 Cancels and Supersedes Sheet No. 73.3 Page 3 of 3

# **DEFINITIONS**

- "Builder/Developer" someone who builds or contracts for and supervises the construction of any commercial structure or someone who builds or contracts for and supervises the construction of a residence for purposes other than owning and occupying it.
- 2. "Premium Service Cost" all costs and expenses incurred by the Company to provide service to the customer in excess of all the costs and expenses of a standard service. Premium Service Costs may include but are not limited to, customer requested oversized facilities or any additional costs that result from customer specifications that are in excess of standard construction, alternate construction routes, special construction costs due to obstructions or other physical factors, additional equipment, as well as costs associated with local ordinances or restrictions and any expenses imposed on the Company that are beyond the Company's control. The Company reserves the right to determine whether the constructions of underground electric distribution facilities are considered standard or premium services.
- 3. "Residence" a living structure meeting the permanency requirement which includes a functional domestic kitchen and conventional sleeping facilities in compliance with all applicable residential building codes and regulations.
- 4. "Standard Service Installation" is the least cost most direct route to extend facilities, in accordance with good utility practice, to the customer's delivery point from the Company's point of origin at the appropriate voltage level and availability of multi-phase facilities.

#### **TERM OF CONTRACT**

The initial contract shall be for a period of fifty (50) months.

# **SERVICE REGULATIONS**

The supplying of, and bill 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 February 24, 2010 in Case No. 09-758-EL-ATA before the Public Utilities Commission of Ohio.

Issued: February 26, 2010 Effective: March 3, 2010

P.U.C.O. Electric No. 19 Sheet No. 74.2 Cancels and Supersedes Sheet No. 74.1 Page 1 of 1

# RIDER EEPF ELECTRICITY EMERGENCY PROCEDURES FOR LONG-TERM FUEL SHORTAGES

THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN

Issued pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 75.1 Cancels and Supersedes Sheet No. 75 Page 1 of 6

#### RIDER EEPC

#### **EMERGENCY ELECTRIC PROCEDURES**

# **APPLICABILITY**

Applicable in the entire territory where P.U.C.O. Electric No. 19 applies in the event of an energy emergency which necessitates curtailment of electric service, Duke Energy Ohio may curtail electrical service to its customers in the manner set forth herein, either at its sole discretion, or under applicable policies, guidelines, directives or procedures issued by the East Central Area Reliability Council (ECAR), National Electric Reliability Council (NERC), the Midwest Independent Transmission System Operator, Inc. (Midwest ISO), or their successor organizations, or when required by the Public Utilities Commission of Ohio (Commission).

#### **PROCEDURES**

# I. General Rules Applicable to Energy Emergency

Emergency electrical procedures may be necessary in the event of electric supply shortages, transmission constraints, or other emergency conditions in the assigned service area of Duke Energy Ohio and/or outside the assigned service area of Duke Energy Ohio.

An emergency means an anticipated or existing shortage in the supply of or constraint in the transmission or distribution of electrical energy, which has or may adversely affect the operation or reliability of generating or transmission and distribution facilities.

In the event of an emergency, Duke Energy Ohio may take any remedial measure that it deems reasonably necessary to alleviate the emergency condition or that may be required either by the Commission or under applicable policies, guidelines, directives or procedures issued by ECAR (including the then current revision of ECAR Document No. 3, Emergency Operations), NERC, the Midwest ISO, or their successor organizations, or Duke Energy Ohio's emergency plan. During an emergency, Duke Energy Ohio will follow the procedures set forth herein with regard to essential customers as defined in Section II, below. Duke Energy Ohio will take the remedial measures to alleviate the emergency conditions as set forth in Section III, below.

#### **II. Essential Customers**

Essential customers are defined as follows:

- (A) hospitals and emergency care facilities, which shall be limited to those facilities providing medical care and performing in-patient surgery on patients;
- (B) federal, state and county prisons and detention institutions;
- (C) police and fire stations, Ohio national guard facilities, military bases, and federal facilities essential to the national defense:
- (D) "critical customers," which means any customer or consumer on a medical or life support system for whom an interruption of service would be immediately life threatening and who is enrolled in Duke Energy Ohio's program for critical customers;
- (E) radio and television stations used to transmit emergency messages and public information broadcasts relating to emergencies;

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

P.U.C.O. Electric No. 19 Sheet No. 75.1 Cancels and Supersedes Sheet No. 75 Page 2 of 6

# II. Essential Customers (Contd.)

- (F) water pumping plants essential to the supply of potable water to a community;
- (G) sewage plants essential to the collection, treatment or disposal of a community's sewage;
- (H) emergency management and response facilities and the county-wide "911" system;
- (I) nursing homes;
- (J) central office telephone switching stations; and
- (K) blood banks.

Duke Energy Ohio does not guarantee a continuous and uninterrupted flow of power to any customer. Power interruptions may occur due to many causes other than the emergency procedures set forth herein. Further, essential customers should expect that their power may be interrupted in the event of an emergency due to the nature of the emergency and the normal configuration of electric supply systems.

Essential customers are responsible for anticipating the possibility that power may be interrupted and for developing contingency plans if continuity of service is essential. Such contingency plans may include installing on-site backup generation, uninterruptible power supplies, other alternative power sources or evacuation to another location.

Duke Energy Ohio will make reasonable efforts to maintain service to essential customers during an emergency and will attempt to minimize the time period of any interruption, when practical. Duke Energy Ohio may, however, curtail power to essential customers during an emergency. Duke Energy Ohio will attempt to identify essential customers and maintain a list of these customers for its load curtailment plans. Duke Energy Ohio will verify and update this list annually and review its curtailment rotation schedules in an attempt to minimize the number of essential customers affected by curtailment.

Residential customers may request to participate in Duke Energy Ohio's program for critical customers. Residential customers requesting to participate in this program must initially obtain a Medical Certificate from a licensed physician as to the need for and use of life support equipment in their household and must submit the certificate to Duke Energy Ohio along with their request to enroll in the program.

Upon enrollment in the program, Duke Energy Ohio will notify the customer in writing of the customer's options and responsibilities during an interruption, such as the need for backup generation, uninterruptible power supplies, other alternative power sources or evacuation to another location. Duke Energy Ohio will also notify these customers that it cannot guarantee a continuous and uninterrupted flow of power. Duke Energy Ohio will annually verify the customers' eligibility to continue to participate in the program.

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

P.U.C.O. Electric No. 19 Sheet No. 75.1 Cancels and Supersedes Sheet No. 75 Page 3 of 6

# II. Essential Customers (Contd.)

Any non-residential customer may apply to be considered an essential customer, provided they must notify Duke Energy Ohio in writing of this request and provide the specific reasons why they should be considered an essential customer. Duke Energy Ohio will respond in writing within ten days of receipt of the request informing the customer whether, in Duke Energy Ohio's sole discretion, they will be classified as a non-residential essential customer. Non-residential essential customers are also encouraged to develop contingency plans for use during an emergency, such as the need for backup generation, interruptible power supplies, other alternative power sources or evacuation to another location.

Essential customers should prepare to implement their contingency plans any time that Duke Energy Ohio makes a public appeal for voluntary conservation, due to the possibility that Duke Energy Ohio may experience an emergency during such time that Duke Energy Ohio makes public appeals for voluntary conservation.

If Duke Energy Ohio has adequate advance notice that an emergency may occur, then Duke Energy Ohio will attempt to call critical customers to alert them of the possibility of a power interruption. Due to the frequently sudden onset of an emergency and the time necessary to contact all critical customers, Duke Energy Ohio may not be able to contact critical customers in advance of an emergency.

# III. Remedial Measures in the Event of Emergency

In case of an emergency, Duke Energy Ohio will exercise the following series of load reduction measures to match the load with available generation. These measures are arranged in order of severity of the measures necessary to alleviate the emergency conditions presented. In the case of a sudden or unanticipated emergency, the urgency of the situation may require Duke Energy Ohio to immediately implement the more severe measures.

# **Pricing Signals and Special Contracts**

Duke Energy Ohio offers a variety of pricing signals using approved tariffs and special contracts to encourage customers to reduce their load when generation is in short supply. Participating customers may elect to voluntarily reduce their demand based on the terms of these tariffs and contracts.

# **Internal Conservation**

Duke Energy Ohio will reduce its own energy consumption by instructing its employees to adjust thermostats, turn off lights and reduce other non-essential loads at Duke Energy Ohio facilities.

# **Voltage Reduction**

Duke Energy Ohio may reduce voltages. However, Duke Energy Ohio will not reduce voltage more than 5% below normal allowable ranges.

# **Public and Targeted Appeals for Voluntary Conservation**

Duke Energy Ohio will issue news releases to request customers to voluntarily conserve electricity, with suggestions on how to conserve. Duke Energy Ohio will also contact large commercial and industrial customers (1000 kW or more) requesting them to conserve energy.

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

P.U.C.O. Electric No. 19 Sheet No. 75.1 Cancels and Supersedes Sheet No. 75 Page 4 of 6

# III. Remedial Measures in the Event of Emergency (Contd.) Public and Targeted Appeals for Voluntary Conservation (Contd.)

Depending on the nature of the emergency, Duke Energy Ohio will issue additional news releases advising customers of a more critical need for voluntary conservation and also notifying customers that Duke Energy Ohio may implement rotating blackouts if the emergency conditions are not alleviated. Duke Energy Ohio will contact large commercial and industrial customers (1000 kW or more) requesting them to curtail all non-essential load.

# **Automatic Reserve Sharing**

Automatic Reserve Sharing is a standard method for utilities to aid an adjoining, interconnected utility whose power reserves are low by transmitting power through the interconnection points to raise the reserves of the affected utility. In time of emergency, Duke Energy Ohio may utilize Automatic Reserve Sharing.

# Manual, Involuntary Load Curtailment

Duke Energy Ohio may implement manual load curtailment, which is a controlled process of rotating customer outages during extreme emergencies. NERC policies may require manual curtailment when Duke Energy Ohio experiences an emergency. NERC policies may also require manual curtailment when the reliability of the Eastern Interconnect is threatened by supply or transmission problems unrelated to conditions within Duke Energy Ohio's transmission system.

# **Automatic Load Curtailment**

Duke Energy Ohio may implement automatic load curtailment, which is a process where underfrequency relays are used to shed load as soon as the relays detect problems based upon the system frequency. NERC policies may require automatic curtailment when Duke Energy Ohio experiences an emergency or when the Eastern Interconnect is threatened by transmission system reliability problems unrelated to conditions affecting Duke Energy Ohio's transmission system.

#### IV. Curtailment Procedures

Involuntary load curtailment is generally accomplished via remote control of circuits that feed large individual customers and/or general distribution loads. Most general distribution circuits supply many customers including one or more essential customers. Duke Energy Ohio will analyze circuits for curtailment eligibility based upon the ability to perform curtailment via remote control and upon the type of load the circuits serve. Duke Energy Ohio will attempt to limit the number of essential customers affected by involuntary load curtailments; however, given the number of circuits within Duke Energy Ohio's system and the number of customers served by Duke Energy Ohio, it is likely that Duke Energy Ohio will interrupt power to some essential customers if involuntary load curtailment procedures become necessary to alleviate emergency conditions. Duke Energy Ohio will adjust manual involuntary curtailment schedules and attempt to provide advance notification to essential customers if involuntary load curtailment occurs.

Duke Energy Ohio will advise the Commission of the nature, time and duration of all implemented emergency conditions and procedures which affect normal service to customers.

Duke Energy Ohio may initiate the following actions, as it deems appropriate, in the event of an emergency where curtailment is imminent or necessary.

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

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# IV. Curtailment Procedures (Contd.)

- (A) If Duke Energy Ohio is unable to balance its generation and interchange schedules to its load after using all available resources, Duke Energy Ohio may, at its discretion, declare an emergency state to the NERC/ECAR Security Coordinator.
- (B) Duke Energy Ohio may enter into power purchases to the extent that generation resources are reasonably available and transmission loading will allow.
- (C) Duke Energy Ohio may use any or all of the remedial measures in section III, above.
- (D) If the transmission system frequency is above 59.8 Hz and Duke Energy Ohio cannot reasonably balance resources to load, then Duke Energy Ohio may curtail firm load to balance resources to load.
- (E) If the transmission system frequency is at or below 59.8 Hz, then Duke Energy Ohio may curtail firm load to balance resources to load.
- (F) If the transmission system frequency is at or below 59.7 Hz, then Duke Energy Ohio may curtail firm load to assist in maintaining regional system integrity.

Automatic under-frequency load shedding may occur in the event of a sudden decline of the frequency on the ECAR System or a sudden breakup that isolates all or parts of the Ohio transmission system from other interconnected transmission systems. The under-frequency load shed may occur according to the following schedule, with each step shedding approximately an additional five percent of load as compared to the system load:

		Approximate
Step	Freq-Hz	% Load Shed
1	59.5	5.0
2	59.3	5.0
3	59.1	5.0
4	58.9	5.0
5	58.7	5.0

Under these circumstances, Duke Energy Ohio will interrupt power of selected distribution circuits and lines serving customers throughout its assigned service area at Duke Energy Ohio's sole discretion.

If automatic load shedding has occurred and frequency is still declining, Duke Energy Ohio may take any additional actions that it deems reasonably necessary to arrest the decline. This may include additional load shedding and coordinated network separations.

If necessary to resynchronize the isolated area or to curtail the decline in frequency, Duke Energy Ohio may take the following steps in the sequence set forth below:

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

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#### IV. Curtailment Procedures

- (A) Duke Energy Ohio may, at its discretion, interrupt power to controlled service loads and to loads rendered service under interruptible tariffs.
- (B) Duke Energy Ohio may reduce voltage up to five percent when deemed appropriate.
- (C) Duke Energy Ohio may manually shed load.

Duke Energy Ohio shall not be liable for power interruptions attributable to:

- (A) The availability of or malfunctions in generation or transmission facilities;
- (B) Malfunctions in the local distribution system due to conditions beyond Duke Energy Ohio's control, such as storms, floods, vandalism, strikes, fires, or accidents caused by third parties;
- (C) Duke Energy Ohio following any applicable orders, policies, guidelines, directives or procedures issued by the Commission, governmental authorities, East Central Area Reliability Council (ECAR), National Electric Reliability Council (NERC), the Midwest ISO, or their successor organizations;
- (D) provided that Duke Energy Ohio makes reasonable efforts to restore service as soon as reasonably practicable.

Notwithstanding the foregoing, Duke Energy Ohio may be liable for damages resulting from power interruptions attributable to its gross negligence or willful misconduct.

The provisions of these Emergency Electric Procedures are subject to the provisions of Duke Energy Ohio's Retail Electric Tariff, as then in effect and approved by the Commission, including but not limited to the provisions of Duke Energy Ohio's General Terms And Conditions For Electric Service.

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

P.U.C.O. Electric No. 19 Sheet No. 78.2 Cancels and Supersedes Sheet No. 78.1 Page 1 of 1

# RIDER TES

# THERMAL ENERGY STORAGE RIDER

# **APPLICABILITY**

Applicable to customers who receive energy supply from the Company and who have installed a thermal storage cooling system and enter into a Service Agreement with the Company which will specify, among other terms and conditions, the kilowatt load to be shifted to the off peak period.

# **NET MONTHLY BILL**

The Net Monthly Bill shall be computed in accordance with the provisions of the respective distribution service tariff, transmission service tariff, or as provided for by Rider LM, Load Management Rider.

#### **BILLING DEMAND**

The Company will utilize the actual demand established during the on peak period for monthly billing purposes. In the event the customer's equipment malfunctions during the off peak period and impacts the billing demand, an adjustment to the billing demand may be made, at the Company's discretion.

# **TERMS AND CONDITIONS**

The off peak period for the summer season is defined as the period from 8:00 p.m. of one day to 11:00 a.m. of the following day; Friday from 8:00 p.m. to 11:00 a.m. of the following Monday; and from 8:00 p.m. of the day preceding a legal holiday to 11:00 a.m. of the day following that holiday. The following are recognized as legal holiday as far as load conditions of the Company's system are concerned: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas or on the day nationally designated to be celebrated as such with the exception that if the foregoing holidays occur on a Sunday, the following Monday is considered a holiday. The summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September.

A thermal storage cooling system is defined as a system utilizing heating, ventilating, and air conditioning (HVAC) equipment to accumulate energy in a body or system in the form or sensible heat (temperature rise) or latent heat (a change of phase). The stored energy is subsequently used to provide process cooling or space conditioning during the Company's on peak hours instead of operating traditional HVAC equipment.

Customer shall provide Company with access to customer's thermal storage cooling system for purposes of verifying that the system is well maintained and reliable.

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 and on file with the Public Utilities Commission of Ohio.

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

P.U.C.O. Electric No. 19 Sheet No. 81.3 Cancels and Supersedes Sheet No. 81.2 Page 1 of 1

# RIDER EER

# ENERGY EFFICIENCY REVOLVING LOAN PROGRAM RIDER THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 83.5 Canceling and Superseding Sheet No. 83.4 Page 1 of 1

# **RIDER OET**

# OHIO EXCISE TAX RIDER

# **APPLICABILITY**

Applicable to all jurisdictional retail customers in the Company's electric service area except that customers who meet the eligibility requirements contained in section 5727.81 of the Ohio Revised Code may elect to self-assess this tax.

# **CHARGE**

The Ohio excise tax is applicable to all usage on and after May 1, 2001 as follows:

First 2,000 kWh

Next 13,000 kWh

Additional kWh

\$0.00465 per kWh

\$0.00419 per kWh

\$0.00363 per kWh

Filed pursuant to an Order dated November 22, 2011in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

Issued: December 19, 2011 Effective: January 1, 2012

P.U.C.O. Electric No. 19 Sheet No. 91.3 Cancels and Supersedes Sheet No. 91.2 Page 1 of 1

# **BAD CHECK CHARGE**

# **APPLICABILITY**

Applicable to all customers in the Company's electric service area.

#### CHARGE

The Company may charge and collect a fee of \$20.00 to cover the cost of handling an unsecured check, where a customer tenders in payment of an account a check which upon deposit by the Company is returned as unpaid by the bank for insufficient funds.

# **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.

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

P.U.C.O. Electric No. 19 Sheet No. 92.3 Cancels and Supersedes Sheet No. 92.2 Page 1 of 1

#### CHARGE FOR RECONNECTION OF SERVICE

#### **APPLICABILITY**

Applicable in the Company's entire service area where electric service has been disconnected due to the enforcement of the Company's Electric Service Regulations, Sheet No. 20 Paragraph 3, Company's Right to Refuse or to Disconnect Service.

#### CHARGE FOR RECONNECTION OF SERVICE

The Company may charge and collect in advance the following:

- A. The reconnection charge for electric service which has been disconnected due to enforcement of Sheet No. 20 Paragraph 3(c) or (g) of the Company's Electric Service Regulations shall be twenty-five dollars (\$25.00). In the event the customer is responsible for the unsafe or dangerous condition contemplated by paragraph 3(d) of Sheet No. 20, the charge for reconnection of electric service shall be twenty-five dollars (\$25.00).
- B. The reconnection charge for electric service which has been disconnected within the preceding twelve months at the request of the customer pursuant to Sheet No. 20, Paragraph 3(a) shall be twenty-five dollars (\$25.00).
- C. If both the electric service and the gas service have been disconnected, the reconnection charge shall be the sum of the gas charge set forth in the applicable gas tariff plus the applicable charge for electric service, as set forth above, except that such charge shall not exceed thirty-eight dollars (\$38.00).
- D. Where electric service was disconnected at the pole because the Company was unable to gain access to the meter, the reconnection charge will be \$65.00.
- E. If service is discontinued because of fraudulent use thereof, the Company may charge and collect, in addition to the applicable charge as stated above, the expense incurred by the Company by reason of such fraudulent use, plus an estimated bill for electricity used, prior to the reconnection of service.
- F. If the Company receives notice after 12:30 p.m. of a customer's desire for same day reinstatement of service and if the reconnection cannot be performed during normal business hours, the after hour reconnection charge for connection at the meter will be \$50. The after hour charge for reconnection at the pole will be \$90.

# **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.

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

P.U.C.O. Electric No. 19 Sheet No. 94.2 Cancels and Supersedes Sheet No. 94.1 Page 1 of 2

#### RIDER BDP

#### **BACKUP DELIVERY POINT CAPACITY RIDER**

# BACKUP DELIVERY POINT (TRANSMISSION/DISTRIBUTION) CAPACITY

The Company will normally supply service to one premise at one standard voltage at one delivery point and through one meter to a Non-Residential Customer in accordance with the provisions of the applicable rate schedule and the Electric Service Regulations. Upon customer request, the Company will make available to a Non-Residential Customer additional delivery points in accordance with the rates, terms and conditions of this Rider BDP.

# **NET MONTHLY BILL**

1. Connection Fee \$300.00 The Connection Fee applies only if an additional metering point is required.

- Monthly charges will be based on the unbundled distribution and/or transmission rates of the customer's most applicable rate schedule and the contracted-for reserved backup delivery point capacity.
- 3. The Customer shall also be responsible for the acceleration of costs to the extent that the revenue requirement for such costs exceeds the monthly charges established in Section 2 above, if any, which would not have otherwise been incurred by Company absent such request for additional delivery points. The revenue requirement for the acceleration of costs shall be equal to the product of the capital investment which has been advanced and the levelized fixed charge rate. The terms of payment may be made initially or over a pre-determined term mutually agreeable to Company and Customers that shall not exceed the minimum term. In each request for service under this Rider, Company engineers will conduct a thorough review of the customer's request and the circuits affected by the request. The customer's capacity needs will be weighed against the capacity available on the circuit, anticipated load growth on the circuit, and any future construction plans that may be advanced by the request. The acceleration charges described in this paragraph (3.) will not apply to customers that already have a backup delivery point as of the effective date of this Rider.

# **TERMS AND CONDITIONS**

The Company will provide such backup delivery point capacity under the following conditions:

- Company reserves the right to refuse backup delivery capacity to any Customer where such backup delivery service is reasonably estimated by Company to impede or impair current or future electric transmission or distribution service.
- 2. The amount of backup delivery point capacity shall be mutually agreed to by the Company and the Customer because the availability of specific electric system facilities to meet a Customer's request is unique to each service location.
- 3. System electrical configurations based on Customer's initial delivery point will determine whether distribution and/or transmission charges apply to Customer's backup delivery point.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 94.2 Cancels and Supersedes Sheet No. 94.1 Page 2 of 2

# **TERMS AND CONDITIONS (CONTINUED)**

- 4. In the event that directly assigned facilities are necessary to attach Customer's backup delivery point to the joint transmission or distribution systems, Company shall install such facilities and bill Customer the Company's full costs for such facilities and installations.
- 5. Energy supplies via any backup delivery point established under this Rider BDP will be supplied under the applicable rate tariff and/or special contract.
- Company and the Customer shall enter into a service agreement with a minimum term of five years. This service agreement shall contain the specific terms and conditions under which Customer shall take service under this Rider BDP.
- 7. Company does not guarantee uninterrupted service under this 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 the Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 95.4 Cancels and Supersedes Sheet No. 95.3 Page 1 of 1

## RATE MDC

## **METER DATA CHARGES**

### **APPLICABILITY**

These charges apply to customers located in the Company's service territory that have meter pulse equipment and/or interval metering equipment.

### **TYPE OF CHARGES**

# **Request for Usage Data**

One month of electronic Interval Meter Data	\$24.00
Twelve months of electronic Interval Meter Data	\$32.00
Interval Meter Data Printout	\$13.00

Electronic monthly interval data with graphical capability

accessed via the Internet \$20.00 per month

# **EN-FOCUS**<sup>™</sup>

Customers electing the En-Focus option will be required to enroll online, and will be required to accept the Terms and Conditions of the En-Focus program, presented to the customer at the time of enrollment.

# **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 November 22, 2011in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

Issued: December 19, 2011 Effective: January 1, 2012

P.U.C.O. Electric No. 19 Sheet No. 96.3 Cancels and Supersedes Sheet No. 96.2 Page 1 of 1

## **RATE MSC**

### **METER SERVICE CHARGES**

## **APPLICABILITY**

These charges apply to customers that request the Company to install interval metering and meter pulse equipment and to provide certain meter related services that otherwise are not provided by the Company. The end-use customer is responsible for providing communication links to the interval meter per the Company's specifications. If a communication link is not installed by the first regularly scheduled meter read date (after the effective end-use customer enrollment date), the Company may install a communication link and bill the end-use customer on a monthly basis.

### **TYPE OF CHARGES**

Standard Meter Tests (See Company's Electric Service Regulations; Sheet No. 24)	\$41.00
Installation Charges of Interval Meters and Equipment Replace Meter with Interval Meter & Modem - 15 minute intervals Replace Meter with Interval Meter & Modem - 5 minute intervals Installation of Meter Pulse Equipment	\$446.00 \$968.00 \$380.00
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 rate of	\$58.00/Visit
Cellular telephone installation and monthly access fee	\$55.00/Month

In addition, the Company reserves the right to charge for the cost of any incremental facilities necessary to complete the meter 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 Order dated February 22, 2006 in Case No. 05-635-EL-ATA before the Public Utilities Commission of Ohio.

Issued: December 22, 2008 Effective: January 5, 2009

P.U.C.O. Electric No. 19 Sheet No. 99.2 Cancels and Supersedes Sheet No. 99.1 Page 1 of 2

# 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 shall 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 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

P.U.C.O. Electric No. 19 Sheet No. 99.2 Cancels and Supersedes Sheet No. 99.1 Page 2 of 2

#### 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.

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

P.U.C.O. Electric No. 19 Original Sheet No. 101 Page 1 of 1

## RIDER DSR

# **DISTRIBUTION STORM RIDER**

# **APPLICABILITY**

Applicable to all retail jurisdictional customers in the Company's electric service areas.

## **DISTRIBUTION STORM RIDER**

All retail jurisdictional customers shall be assessed a charge/credit to recover/refund the costs incurred by the Company due to major storms above or below the amount in base rates. The rates for all customers are shown below.

Rate RS, RSLI & RS3P	\$0.00 per month
Rate TD-13	\$0.00 per month
Rate ORH	\$0.00 per month
Rate TD	\$0.00 per month
Rate CUR	\$0.00 per month
Rate DS	\$0.00 per kW
Rate EH	\$0.00 per month
Rate DM	\$0.00 per month
Rate GS-FL, SFL-ADPL	\$0.00 per month
Rate DP	\$0.00 per kW
Rate TS	\$0.00 per kVA
Lighting (SL, TL, OL, NSU, NSP, SC, SE, UOLS	\$0.00 per month

Issued Pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 102.1 Cancels and Supersedes Sheet No. 102 Page 1 of 1

### RATE AER

### RENEWABLE ENERGY CERTIFICATE PURCHASE OFFER RIDER

## **AVAILABILITY**

This rider is applicable to all residential customers currently taking electric distribution service at their primary residence. This rider will be available until December 31, 2012.

## **DEFINITION OF RENEWABLE ENERGY CERTIFICATES**

"Renewable Energy Certificate ("REC") means the fully aggregated attributes associated with one megawatt hour of electricity generated by a renewable energy resource. One REC would be equivalent to the environmental attributes one MWH of electricity from a renewable or environmentally-friendly generation source. This rider only applies to RECs generated by a residential electric customer's owned or leased renewable energy project that has been certified as an Ohio Renewable Energy Resource Generation Facility by the Public Utilities Commission of Ohio (<a href="http://www.puco.ohio.gov/PUCO/Forms/Form.cfm?id=9464">http://www.puco.ohio.gov/PUCO/Forms/Form.cfm?id=9464</a>). Such facility must be located in the Company's service territory.

"Renewable energy resource" means solar photovoltaic energy or solar thermal energy.

### RENEWABLE ENERGY CERTIFICATE PURCHASE PRICE

The price paid for RECs acquired from a solar photovoltaic or solar thermal facility shall be \$300.00 per REC for 2010 purchases. After 2010, REC purchases shall be based upon current market price with reference to publicly available market sources.

### **NET MONTHLY BILL**

Purchase of RECs under this rider will not affect a customer's bill.

## **TERMS AND CONDITIONS**

The customer shall enter into a REC Purchase Agreement with the Company (see Exhibit 1), which contains all of the terms and conditions related to the Company's purchase of RECs.

# **SERVICE REGULATIONS**

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

Filed pursuant to an Order dated July 29, 2010 in Case No. 09-834-EL-ACP before the Public Utilities Commission of Ohio.

Issued: October 29, 2010 Effective: October 29, 2010

# Residential Renewable Energy Certificate Purchase Offer Agreement

THIS	RES.	IDENTIAL	RE.	NEWABLE	ENE	RGY CERT	FICATE	(REC)	PUR	CHA	SE
OFFER AGE	REEM	ENT ("Ag	reem	nent") is mad	le and	entered into	by and b	etween	Duke	Ene	rgy
Ohio,	Inc.,	her	einaf	fter c	alled	the	"C	ompany	/ <b>,</b> "	;	and
					,	hereinafter	called	the	"Cu	stom	er,"
collectively	the	"Parties"	or	individuall	y the	e "Party"),	and i	s effe	ctive	as	of
		, 20									

# **WITNESSETH**

WHEREAS, the Company is an electric distribution utility and electric light company, as defined in R.C. §4928.01(A); and

WHEREAS, Customer is a residential customer in Duke Energy Ohio's service area, currently taking retail electric service at their primary residence under one of the Company's Residential Tariffs (RS, ORH, TD-AM, TD, CUR, RS3P and RSLI).

NOW THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

- 1. Residential Customer: Customer represents and warrants that Customer is a residential electric distribution customer of Company, and that Customer owns a customer-sited solar photovoltaic or solar thermal energy project in the state of Ohio that has been certified as a Ohio Renewable Energy Resource Generation Facility by the Public Utilities Commission of Ohio (the "Project") and is registered with the Generating Attributes Tracking System ("GATS") or the Midwest Renewable Energy Tracking System ("MRETS"). Customer further represents and warrants that Customer has signed and completed the Company's Interconnection documents contained in Rate IS Interconnection Service and currently participates in the Company's Net Metering Rider, Rate NM Net Metering. If Customer is not a generation service customer of the Company, then the Company will not credit the Customer for electricity generated in excess of usage under Rate NM.
- 2. Fully Aggregated REC(s): Customer expects its Project will generate one or more REC(s), on an annual basis, and understands that a renewable energy credit means the fully aggregated environmental attributes associated with one megawatt-hour of electricity generated by a renewable energy resource derived from Customer's Project which is equivalent to one (1) REC. Customer shall be responsible for tracking and recording renewable energy that amounts to less than one (1) megawatt-hour. Such renewable energy shall not be counted as one (1) REC until such time it amounts to one (1) megawatt-hour of electricity derived from Customer's Project.
- 3. Purchase Price and Payment: Company hereby agrees to purchase the whole REC(s) from Customer's Project. The purchase price and purchase commitments shall be based on the

current market prices based on public market information sources, public market information sources include processes such as Request for Proposals for RECs, public REC trading reporting services, or other market sources. For the 2010 vintage REC acquisitions the payment shall be \$300.00 per solar REC. The Company will update its purchase price each year based upon current market pricing. The Company will pay for actual generation of whole RECs for a one year calendar period at the end of the generation period.

<u>Payment:</u> Customer will forward Company an invoice detailing the amount owed and payment instructions. Within ten (10) business days after the later of (i) the day upon which Customer transfers RECS into Company's account on GATS or MRETS system or (ii) receipt of the Affidavit of Performance from Customer or (iii) receipt of Customer's invoice, Company shall pay Customer for the RECs.

**Funds:** All funds to be paid directly to Customer under this Agreement shall be rendered in the form of immediately available funds (US Dollars) by electronic transfer to the following account:

Bank Name:	
Bank Account No.:	
American Banking Association No.:	

Project Criteria: Customer acknowledges and agrees that the Project must meet the following criteria:

- i. Customer must attach a copy of the Affidavit of Performance (Attachment A).
- ii. Projects will have a utility grade meter in accordance to P.U.C.O solar project size guidelines and will be provided by the customer, at its own cost and expense, on the output side of the inverter where kilowatt-hours can be measured and verified.
- iii. Project must be attached as a permanent fixture at the Customer's property (service address).
- iv. Renewable energy delivered from a Project shall be calculated at a minimum by reading the output of the meter at two different points of the year (i.e., January 1 to December 31) and/or in accordance with the GATS or MRETS reporting requirements.
- 4. Term: The initial term of this Agreement is for fifteen years from the date of the agreement, unless the Agreement is terminated pursuant to paragraph 8 below.
- 5. Assignment of REC(s): Customer shall direct the REC(s) into GATS or MRETS system to the Company's account. The Company shall supply necessary account information for this purpose. The Company shall require and shall only accept REC(s) that Customer has created in the GATS or MRETS system. Customer shall also complete the Affidavit of Performance, attached hereto as Attachment A.

- 6. Inspection and Audit: After providing reasonable notice, Company has the right to inspect and audit the performance of the Project. Company will provide Customer, upon written request, a copy of any report generated as a result of the inspection and audit. Notwithstanding the foregoing, it shall be the sole responsibility of Customer to operate, maintain, repair, and inspect the Project to ensure its proper working order.
- 7. Attestation: Customer hereby agrees to submit an Affidavit of Performance, at the end of each calendar year, attesting to the current condition of the Project and the number of REC(s) the Project delivered. Customer shall create and maintain GATS or MRETS account to facilitate the transfer of the certified REC(s) to the Company and shall take necessary action to point the REC to Duke Energy Ohio's account.
- 8. Termination: This Agreement shall immediately terminate upon the following occurrences: (i) Project ceases to be a permanent fixture on Customer-owned property; (ii) Project materially fails to function in such a matter as to produce renewable energy megawatt hours; (iii) the Public Utilities Commission of Ohio revokes the Project's certification; (iv) the Public Utilities Commission of Ohio disallows cost recovery for any REC(s) the Company purchased in connection with this Agreement or Company's reasonable administrative costs; or (v) the term of the Agreement expires, ceases, fails, revokes, or is disallowed; or (vi) customer ceases taking electric distribution service from the Company.
- 9. Limitation of Liability and Indemnification: Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction or operation of its Project. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. This paragraph does not create a liability on the part of the Customer to the Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing. Notwithstanding the foregoing, Customer shall reimburse the Company for any regulatory penalties assessed against the Company for non-compliance with alternative energy benchmarks due to the negligence of the Customer or the failure of the Project for which the Customer has control and responsibility.
- 10. Notices: Unless otherwise stated herein, all notices, demands, or requests required or permitted under this Agreement must be in writing and must be delivered or sent by overnight express mail, courier service, addressed as follows:

If to the Customer:

If to the Company:

[Customer Name] [Address] [Telephone]

Duke Energy Ohio, Inc. Legal Department/Regulatory P.O. Box 960

Cincinnati, Ohio 45201-0960

Or to such other person at such other address as a Party may designate by like notice to the other Party. Notice received after the close of the business day will be deemed received on the next business day by 5:00 p.m., Eastern Standard Time.

- 11. Entire Agreement: This Agreement contains the Parties' entire understanding with respect to the matters addressed herein and there are no verbal or collateral representations, undertakings, or agreements not expressly set forth herein. No change in, addition to, or waiver of the terms of this Agreement shall be binding upon any of the Parties unless the same is set forth in writing and signed by an authorized representative of each of the Parties.
- 12. Assignment: Customer may not assign any of its rights or obligations under this Agreement without obtaining the prior written consent of the Company. No assignment of this Agreement will relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee and all necessary consents have been obtained.
- 13. Legal Jurisdiction and Interpretation: This Agreement in its entirety will be administered and subject to the laws of the state of Ohio.
- 14. Acceptance: The Parties hereby acknowledge their acceptance of the terms of this Agreement by signing below:

Customer Name (Print)	Company Representative (Print)
Customer Signature	Company Representative (Signature)
Address Line 1	Address Line 1
Address Line 2	Address Line 2
Phone Number	Phone Number

# Attachment A

# AFFIDAVIT OF PERFORMANCE

State of Ohio:		
County of:		
and says that:	eing duly sworn, affirmed acc	cording to law, deposes
<ol> <li>I am the duly authorized represents</li> <li>I have personally examined and an Residential Renewable Energy Cerincluding any exhibits and attachmimmediately responsible for obtain believe that the information is true</li> <li>I am aware that there are significant the possibility of fine and imprison</li> </ol>	n familiar with all information rtificate Purchase Offer Agree lents, and that based upon my ling the information contained , accurate and complete. In penalties for submitting false	n contained in the ement (Agreement), inquiry of those persons d in the Agreement, I
The Statement:		
As of,,,	ective actions pertaining to sa delivered the quantity of Ren	fety and/or operation ewable Energy
Start:		
Total REC(s) delivered	_	
Sworn and subscribed before me this	day of,	
Month/Year		
Signature of Affiant & Title		
Notary Signature	Print Name and Title	

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# RIDER DCI DISTRIBUTION CAPITAL INVESTMENT RIDER

Applicable to all retail jurisdictional customers in the Company's electric service areas including those customers taking generation service from a Competitive Retail Electric Service Providers. This tariff does not apply to customers taking service under Rate TS, service at transmission voltage.

All retail jurisdictional customers shall be assessed a charge of 4.931% of the customer's applicable base distribution charges (*i.e.*, customer charge plus base distribution charge) to recover the revenue requirement associated with incremental distribution capital costs incurred by the Company. This Rider shall be adjusted periodically to recover amounts authorized by the Commission.

Filed pursuant to an Order dated April 2, 2015 in Case No.14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 105.5 Cancels and Supersedes Sheet No. 105.4 Page 1 of 1

# **RIDER DR-ECF**

## **ECONOMIC COMPETITIVENESS FUND RIDER**

Rider DR-ECF is applicable to all retail jurisdictional customers in the Company's electric service territory.

The DR-ECF rate to be applied to all customer bills beginning with the May 2015 revenue month is \$0.000133 per kilowatt-hour.

Filed pursuant to an Order dated December 14, 2011 in Case No. 11-6001-EL-RDR before the Public Utilities Commission of Ohio.

Issued: April 10, 2015 Effective: May 1, 2015

P.U.C.O. Electric No. 19 Sheet No. 111.5 Cancels and Supersedes Sheet No. 111.4 Page 1 of 3

# RIDER RC

## RETAIL CAPACITY RIDER

## <u>APPLICABILITY</u>

Applicable to all retail jurisdictional customers in the Company's electric service territory who receive electric generation service from the Company under the Standard Service Offer (SSO). Rider RC does not apply to customers taking generation service from a Competitive Retail Electric Service provider.

## **DESCRIPTION**

For the term of the Electric Security Plan approved in Case No. 14-841-EL-SSO, Rider RC rates will be calculated based on the wholesale Final Zonal Capacity Price (FZCP) associated with the annual auctions conducted by PJM Interconnection, LLC. The wholesale FZCP for the period in which Rider RC rates are effective will be converted into retail rates using the methodology approved by the Commission. Rider RC rates will be established for three periods: June 1, 2015, through May 31, 2016; June 1, 2016, through May 31, 2017; and June 1, 2017, through May 31, 2018. The Company will make a filing with the Commission proposing Rider RC rates for each rate-effective period within thirty days after the Commission approves the auction results that fulfill the SSO obligation for all 100 tranches during the rate-effective period.

## **CHARGES**

For the billing months of June 2015 through May 2016, the following Rider RC rates apply:

Tariff Sheet	RC Charge
	(per kWh/kW)
Rates RS, RS3P, RSLI, Residential Service	
Summer, First 1000 kWh	\$0.016132
Summer, Additional kWh	\$0.018897
Winter, First 1000 kWh	\$0.016132
Winter, Additional kWh	\$0.005992
Rate ORH, Optional Residential Service With Electric Space Heating	
Summer, First 1000 kWh	\$0.014403
Summer, Additional kWh	\$0.016390
Summer, kWh greater than 150 times demand	\$0.016390
Winter, First 1000 kWh	\$0.014403
Winter, Additional kWh	\$0.006043
Winter, kWh greater than 150 times demand	\$0.002588
Rate TD-13, Optional Time-of-Day Rate For Residential Service With	
Advance Metering	
Summer, On Peak	\$0.089649
Winter, On Peak	\$0.054972
Off Peak	\$0.005656

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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Duke Energy Ohio 139 East Fourth Street Cincinnati, Ohio 45202

# **CHARGES (Contd.)**

Tariff Sheet	RC Charge (per kWh/kW)
Rate TD, Optional Time-of-Day Rate	
Summer, On-Peak kWh	\$0.055363
Summer, Off-Peak kWh	\$0.003040
Winter, On-Peak kWh	\$0.042259
Winter, Off-Peak kWh	\$0.003043
Rate CUR, Common Use Residential Service	•
Summer, First 1000 kWh	\$0.017773
Summer, Additional kWh	\$0.018985
Winter, First 1000 kWh	\$0.017773
Winter, Additional kWh	\$0.006328
Rate DS, Service at Secondary Distribution Voltage	•
First 150 kWh per kW	\$0.023630
Next 150 kWh per kW	\$0.002834
Next 150 kWh per kW	\$0.001419
Additional kWh	\$0.000472
Rate GS-FL, Optional Unmetered For Small Fixed Loads	
kWh Greater Than or Equal to 540 Hours	\$0.011477
kWh Less Than 540 Hours	\$0.013316
Rate SFL-ADPL, Optional Unmetered Rate For Small Fixed Loads	
Attached Directly to Company's Power Lines	
All kWh	\$0.032643
Rate EH, Optional Rate For Electric Space Heating	
All kWh	\$0.013755
Rate DM, Secondary Distribution Service, Small	
Summer, First 2800 kWh	\$0.018012
Summer, Next 3200 kWh	\$0.002315
Summer, Additional kWh	(\$0.000674)
Winter, First 2800 kWh	\$0.015512
Winter, Next 3200 kWh	\$0.002314
Winter, Additional kWh	(\$0.000794)
Rate DP, Service at Primary Distribution Voltage	
First 150 kWh per kW	\$0.026237
Next 150 kWh per kW	\$0.002560
Next 150 kWh per kW	\$0.001565
Additional kWh	\$0.000650
Rate TS, Service at Transmission Voltage	
First 150 kWh per kVA	\$0.023330
Next 150 kWh per kVA	\$0.002656
Next 150 kWh per kVA	\$0.001549
Additional kWh	\$0.000575

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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# **CHARGES (Continued)**

Tariff Sheet	RC Charge (per kWh/kW)
Rate SL, Street Lighting Service  All kWh  Rate TL, Traffic Lighting Service	\$0.001469
All kWh  Rate OL, Outdoor Lighting Service	\$0.000936
All kWh Rate NSU, Street Lighting Service for Non-Standard Units	\$0.001469
All kWh Rate NSP, Private Outdoor Lighting for Non-Standard Units	\$0.001469
All kWh Rate SE, Street Lighting Service - Overhead Equivalent	\$0.001469
All kWh Rate SC, Street Lighting Service - Customer Owned	\$0.001469
Energy Only - All kWh Units - All kWh  Rete LIOLS - Lametered Outdoor Lighting Floatric Service	\$0.000039 \$0.001469
Rate UOLS, Unmetered Outdoor Lighting Electric Service All kWh	\$0.000039

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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### RIDER RE

### **RETAIL ENERGY RIDER**

# **APPLICABILITY**

Applicable to all retail jurisdictional customers in the Company's electric service territory who receive electric generation service from the Company under the Standard Service Offer (SSO). Rider RE does not apply to customers taking generation service from a Competitive Retail Electric Service provider.

## **DESCRIPTION**

Rider RE recovers costs related to the provision of electric energy (kWh) in the Duke Energy Ohio service territory, as determined through the competitive bid process (SSO Auction). For the purpose of deriving Rider RE rates from the overall SSO Auction results, the costs of capacity included in the price of the SSO Auction result will be deducted from the overall price of the SSO Auction approved by the Commission for delivery during the rate-effective year. The average cost of capacity on a 'per kWh' basis will be calculated by multiplying the Company's PJM Interconnection, LLC (PJM) reliability obligation as set forth in the terms of the PJM Reliability Assurance Agreement for the SSO Auction delivery period by the Final Zonal Capacity Price(s) for the delivery period and dividing by projected kWh sales for the delivery period. The average retail energy price on a per kWh basis, before distribution losses, will be calculated by subtracting the average cost of capacity from the Commission-approved SSO Auction price for the applicable rate-effective period.

### **CHARGES**

The charge for each respective electric service rate schedule is:

Tariff Sheet	<u>RE Charge</u> (per kWh)
Rates RS, RSLI, & RS3P, Residential Service	
Summer, First 1000 kWh	\$0.052441
Summer, Additional kWh	\$0.053898
Winter, First 1000 kWh	\$0.052441
Winter, Additional kWh	\$0.036747

Filed pursuant to an Order dated April 2, 2015 in Case No.14-841-EL-SSO before the Public Utilities Commission of Ohio.

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# **CHARGES (Continued)**

Tariff Sheet	RE Charge (per kWh)
Rate ORH, Optional Residential Service with Electric Space Heating Summer, First 1000 kWh Summer, Additional kWh Summer, kWh greater than 150 times demand Winter, First 1000 kWh Winter, Additional kWh Winter, kWh greater than 150 times demand Rate TD-13, Optional Time-of-Day Rate For Residential Service With	\$0.048740 \$0.044329 \$0.044329 \$0.048738 \$0.035832 \$0.030012
Advance Metering Summer, On Peak Winter, On Peak Off Peak	\$0.290258 \$0.278800 \$0.040558
Rate TD, Optional Time-of-Day Rate Summer, On-Peak kWh Summer, Off-Peak kWh Winter, On-Peak kWh Winter, Off-Peak kWh	\$0.135230 \$0.037034 \$0.110639 \$0.037040
Rate CUR, Common Use Residential Service Summer, First 1000 kWh Summer, Additional kWh Winter, First 1000 kWh	\$0.056574 \$0.054682 \$0.056574
Winter, Additional kWh Rate DS, Service at Secondary Distribution Voltage Rate EH, Optional Rate for Electric Space Heating Rate DM, Secondary Distribution Service, Small	\$0.036987 \$0.050528 \$0.050528
Summer, First 2800 kWh Summer, Next 3200 kWh Summer, Additional kWh Winter, First 2800 kWh Winter, Next 3200 kWh Winter, Additional kWh	\$0.056739 \$0.024566 \$0.018068 \$0.054319 \$0.024566 \$0.017805
Rate DP, Service at Primary Distribution Voltage Rate GS-FL, Optional Unmetered For Small Fixed Loads Rate SFL-ADPL, Optional Unmetered Rate For Small Fixed Loads Attached Directly to Company's Power Lines	\$0.050528 \$0.050528 \$0.050528
Rate TS, Service at Transmission Voltage Rate SL, Street Lighting Service Rate TL, Traffic Lighting Service Rate OL, Outdoor Lighting Service Rate NSU, Street Lighting Service for Non-Standard Units	\$0.048795 \$0.050528 \$0.050528 \$0.050528 \$0.050528

Filed pursuant to an Order dated April 2, 2015 in Case No.14-841-EL-SSO before the Public Utilities Commission of Ohio.

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# **CHARGES (Continued)**

Tariff Sheet	<u>RE Charge</u> (per kWh)
Rate NSP, Private Outdoor Lighting for Non-Standard Units Rate SC, Street Lighting Service - Customer Owned	\$0.050528 \$0.050528
Rate SE, Street Lighting Service - Overhead Equivalent	\$0.050528
Rate UOLS, Unmetered Outdoor Lighting Electric Service	\$0.050528

Filed pursuant to an Order dated April 2, 2015 in Case No.14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 114.3 Cancels and Supersedes Sheet No. 114.2 Page 1 of 2

## RIDER LFA

## LOAD FACTOR ADJUSTMENT RIDER

#### **APPLICABILITY**

Applicable to all retail demand-metered customers served under Rate DS, Rate DP, and Rate TS in the Company's electric service territory including those customers taking generation service from a Competitive Retail Electric Service provider.

## **DESCRIPTION**

The purpose of this rider is to stabilize electric service by enhancing the benefits associated with high load factor customers under current rates. The rider will be structured with a demand charge and an energy credit. The energy credit will be used to reduce the customer's applicable energy charges for electric service, representing a decrease in charges to the customer. The credit provided in this rider will be adjusted quarterly to ensure, in the aggregate, that the dollars credited via this rider are equal to the charges.

In its Order dated April 2, 2015 in Case No. 14-841-EL-SSO, pertaining to the Duke Energy Ohio Electric Security Plan that covers the period June 1, 2015 through May 31, 2018, the Commission stated, "Therefore, the rider [LFA] will continue as it did under the current ESP, but shall be reduced by 33 percent in the first year, 33 percent in the second year, and finally 34 percent in the third year. After that, the rider shall conclude with a final true-up."

### **CHARGES**

The demand charge for each respective electric service rate schedule is:

	June 2015 – May 2016	June 2016 – May 2017	June 2017 – May 2018
Tariff Sheet	LFA Charge	LFA Charge	LFA Charge
	(per kW/kVA)	(per kW/kVA)	(per kW/kVA)
Rate DS, Service at Secondary Distribution Voltage			
All kW	\$5.36	\$2.72	\$0.00
Rate DP, Service at Primary Distribution Voltage			
All kW	\$5.36	\$2.72	\$0.00
Rate TS, Service at Transmission Voltage			
Ali kVA	\$5.36	\$2.72	\$0.00

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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# **CREDITS**

Effective June 1, 2015, the credit for each respective electric service rate schedule is:

Tariff Sheet	LFA Credit (per kWh)
Rate DS, Service at Secondary Distribution Voltage	
All kWh	\$0.013072
Rate DP, Service at Primary Distribution Voltage	
All kWh	\$0.013072
Rate TS, Service at Transmission Voltage	
All kWh	\$0.013072

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 19 Sheet No. 120.1 Cancels and Supesedes Sheet No. 120 Page 1 of 3

# RIDER EE-PDR ENERGY EFFICIENCY AND PEAK DEMAND RESPONSE RECOVERY RIDER

## **APPLICABILITY**

Applicable to service rendered under the provisions of the following Rates to retail jurisdictional customers in the Company's electric service territory including those customers taking generation service from a Certified Retail Electric Service (CRES) provider:

Rate RS

Rate ORH

Rate TD-AM

Rate TD

Rate CUR

Rate RS3P

Rate RSLI

Rate TD-CPP LITE

Rate TD-LITE

Rate TD-2012

Rate DS

Rate GS-FL

Rate EH

Rate DM

Rate DP

Rate SFL-ADPL

Rate TS

### **CHARGES**

The monthly amount computed under each of the rate schedules to which this rider is applicable shall be increased or decreased by the EE-PDR Charge at a rate per kilowatt-hour of monthly consumption and, where applicable, a rate per kilowatt of monthly billing demand, in accordance with the following formula:

EE-PDR Charge = PC + LR + PI + BA

Where: PC = PROGRAM COST RECOVERY.

LR = LOST BASE DISTRIBUTION REVENUE FROM LOST SALES RECOVERY.

PI = PDR PROGRAM INCENTIVE RECOVERY.

BA = BALANCE ADJUSTMENT.

For each twelve month period, the PC shall include all expected costs for the energy efficiency and peak demand response programs. Such program costs shall include the cost of planning, developing, implementing, monitoring, and evaluating the EE-PDR programs. Program costs will be assigned for recovery purposes to the rate classes whose customers are directly participating in the program. In addition, all costs incurred by or on behalf of the collaborative process, including but not limited to costs for consultants, employees and administrative expenses, will be recovered through the PC. Administrative costs that are allocable to more than one rate class will be recovered from those classes and allocated by rate class on the basis of the estimated avoided capacity and energy costs resulting from each program.

The PC applicable to each rate class shall be determined by dividing the costs of approved programs allocated or assigned to that class by the expected kilowatt-hour sales for the upcoming twelvementh period.

Filed pursuant to an Order dated August 15, 2012 in Case No. 11-4393-EL-RDR before the Public Utilities Commission of Ohio.

Issued: September 27, 2012 Effective: September 28, 2012

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# CHARGES (Cont'd)

Lost base distribution revenues (LR) from lost sales due to EE-PDR programs shall be computed by 1) multiplying the amount of kilowatt-hour sales that will be lost during the year as a result of the implementation of the approved programs times the base distribution charge for the applicable rate schedule, and 2) dividing that product by the expected kilowatt-hour sales for the upcoming twelve-month period. Base distribution charges include only those charges related to distribution base rates, and they do not include any generation-related charges or transmission charges. Recovery of base distribution revenues from lost sales for each rate class shall be included in the LR for three years from the implementation of the measures or until terminated by the implementation of new rates pursuant to a general rate case, whichever comes first. Base distribution revenues from lost sales will be assigned for recovery purposes to the rate classes whose programs resulted in the lost sales. Only those rate classes (e.g., Rates DS, DP, and TS) that are excluded from Rider DDR, Distribution Decoupling Rider, are subject to the LR charge.

The EE-PDR Program Incentive (PI) amount shall be computed by multiplying the net resource savings expected from the approved programs which are to be installed during the upcoming twelve-month period times the allowed shared savings percentage. The allowed shared savings percentages are as follows: 0% for achievement level of 100% or less, 7.5% for achievement level greater than 100% and less than or equal to 110%, 10% for achievement level greater than 110% and less than or equal to 115%, and 15% for achievement level greater than 115%. Net resource savings are defined as program benefits less the costs of the program, where program benefits will be calculated on the basis of the present value of the Company's avoided costs over the expected life of the program, and will include both capacity and energy savings. The amount related to programs for each rate class shall be divided by the expected kilowatthour sales for the upcoming twelve-month period to determine the PI for that rate class. EE-PDR incentive amounts will be assigned for recovery purposes to the rate classes whose programs created the incentive.

The BA is used to reconcile the difference between the amount of revenues actually billed through the respective EE-PDR Charge components; namely, the PC, LR, and PI and previous application of the BA and the revenues which should have been billed, as follows:

For the PC, the balance adjustment amount will be the difference between the actual amount billed in a twelve-month period due to the application of the PC unit charge and the actual costs of the approved programs during the same twelve-month period.

For the LR, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from the application of the LR unit charge and the LR amount established for the same twelve-month period.

For the PI, the balance adjustment amount will be the difference between the actual amount billed during the twelve-month period due to application of the PI unit charge and the program incentive amount determined for the actual EE-PDR programs or measures implemented during the twelve-month period.

For the BA the balance adjustment amount will be the difference between the actual amount billed during the twelve-month period due to the application of the BA unit charge and the balance adjustment amount estimated for the same twelve-month period.

The balance adjustment amounts determined above shall include interest. The interest applied to the monthly amounts, shall be calculated at a rate equal to the average of the "3-month Commercial Paper

Filed pursuant to an Order dated August 15, 2012 in Case No. 11-4393-EL-RDR before the Public Utilities Commission of Ohio.

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Rate" for the immediately preceding 12-month period. EE-PDR balance adjustment amounts will be assigned for recovery purposes to the rate classes to which over or under-recoveries of EE-PDR amounts were realized.

All costs recovered through the EE-PDR Charge will be assigned or allocated to Duke Energy Ohio, Inc.'s electric on the basis of the estimated net electric savings resulting from each program.

#### **FILINGS**

The filing of modifications to the EE-PDR Charge shall be made at least thirty days prior to the beginning of the effective period for billing. Each filing will include the following information as needed:

A detailed description of each EE-PDR program.

The total cost of each program over the twelve-month period.

An analysis of expected resource savings.

Information concerning the specific EE-PDR or efficiency measures to be installed.

Any applicable studies which have been performed, as available.

A statement setting forth the detailed calculation of each component of the EE-PDR Charge.

Each change in the EE-PDR Charge shall be applied to customers' bills with the first billing cycle of the revenue month which coincides with, or is subsequent to, the effective date of such change.

# **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.

Filed pursuant to an Order dated August 15, 2012 in Case No. 11-4393-EL-RDR before the Public Utilities Commission of Ohio.

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P.U.C.O. Electric No. 20 Sheet No. 20.4 Cancels and Supersedes Sheet No. 20.3 Page 1 of 5

## **DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS**

"Ancillary Services" means those services that are necessary to support the transmission of energy from generation resources to End-use Customer loads while maintaining reliable operation of the transmission provider's transmission system in accordance with Good Utility Practice. As used herein, "Ancillary Services" include, but are not limited to. Ancillary Services as defined by Order No. 890 issued by FERC on February 16, 2007, as amended.

"Arrears" means previous charges that are unpaid at the time the current bill is generated.

"Authorized Payment Agency" means a third-party agent (bank, savings & loan, etc.) that has been authorized to collect payments on behalf of the Company.

"Backcast" means an after-the-fact calculation of a Certified Supplier's estimated hourly load obligation based upon actual weather and system load.

"Balancing Authority Area" means an electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:

- a) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);
- b) maintain scheduled interchange with other Balancing Authority Areas, within the limits of Good Utility Practice:
- c) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and
- d) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

"Bill-Ready" means a Consolidated Billing option available to a Certified Supplier where the Certified Supplier submits its charges and associated descriptions to the Company, as described in Section 10.9 herein, for presentment to the End-use Customer on the Company's invoice.

"Billing Cycle" means the time frame between two regularly scheduled Meter Read Dates. End-use Customer meter readings are obtained on a regular schedule, which is managed by the Company.

"Bulk Electric System" has the same meaning as that used by Reliability First, as such definition may be updated from time to time by FERC.

"Certified Broker/Aggregator" means any person, corporation, or other entity, other than the Company, that is authorized by the Commission to certified by the Commission to provide brokerage or aggregation (governmental or otherwise) services in the Company's service territory.

"Certified Supplier" means any person, corporation, or other entity, other than the Company, that is authorized by the Commission to sell electricity to End-use Customers, utilizing the jurisdictional distribution facilities of the Company and registered in the Company's Customer Choice Program.

"Certified Supplier Service Agreement" means an agreement that must be signed by both the Certified Supplier and the Company in order for the Certified Supplier to participate in the Company's Customer Choice Program, stating the rights and obligations of each party in the Company's Customer Choice Program.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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"Certified Supplier Services" means those services that provide the interface and coordination between the Certified Supplier and the Company in order to effect the delivery of Competitive Retail Electric Service to serve Enduse Customers located within the Company's service territory.

### **DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)**

"Certified Supplier Service Charges" means all Charges stated in the Certified Supplier Tariff and attached rate schedules for those services rendered by the Company or its agent for Certified Supplier Services performed hereunder.

"Certified Supplier Tariff" means the Company's P.U.C.O. Electric No. 20.

"Charge" means any fee or charge that is billable by the Company or its agent to a Certified Supplier or TSA, under this Certified Supplier Tariff, including any Certified Supplier Service Charge or fees subject to the OATT or to the Duke Energy Business Services Ancillary Services Tariff.

"Commission" means the Public Utilities Commission of Ohio.

"Commodity" means the unbundled generation service of electric energy which End-use Customers may purchase from a Certified Supplier in the Customer Choice Program.

"Company" means Duke Energy Ohio, Inc.

"Competitive Retail Electric Service" means any service involved in supplying or arranging for the supply of electric energy to End-use Customers that has been declared competitive pursuant to the Ohio Revised Code or an order of the Commission.

"Consolidated Billing" means a billing service where the Company bills for both the Regulated Utility Charges and the Certified Supplier's charges, unless otherwise provided in the Company's tariff.

"Customer Choice Program" means the program offered in the state of Ohio, under which an End-use Customer may select a Certified Supplier.

"DASR" means Direct Access Service Request, an electronic form of communication that is exchanged between the Company and a Certified Supplier in certain circumstances.

"Distribution Losses" means energy losses that occur on the Company's distribution system in the process of delivering electric energy to End-use Customers. These losses are usually expressed as a percent of the total energy consumed.

"Duke Energy Business Services" means Duke Energy Business Services LLC, a service-company subsidiary of Duke Energy Corporation and an affiliate of the Company.

"Duke Energy Business Services Ancillary Services Tariff" means either the Ancillary Services tariff that is filed with and accepted by FERC and under which certain Ancillary Services Charges are billed in the Company's service territory or that portion of the Transmission Provider's OATT under which those certain Ancillary Services Charges are billed.

"Duke Energy Ohio Transmission System" means the portion of the transmission system that is owned by the Company.

"EDI" means Electronic Data Interchange, a standard format for the exchange of electronic information.

"End-use Customer" means the final user of generation and regulated delivery services.

"Energy Imbalance" means the difference between the energy scheduled by a Certified Supplier or its designated TSA and the End-use Customer's metered consumption adjusted for unaccounted energy.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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"FERC" means the Federal Energy Regulatory Commission, the agency that has primary jurisdiction over energy regulation at the federal level.

## **DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)**

"Federal Reserve Lending Rate" means the interest rate at which the Federal Reserve lends money, as published daily on Bloomberg's money market rate page.

"Flat Rate" means a rate by which a Certified Supplier's total charge to its End-use Customers is based on one price per quantity of electric generation consumed, regardless of the total volume used or time of use.

"Generation Resource Mix" means the source of the physical resource required to generate electricity (e.g. green power, coal, or nuclear).

"Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost, consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

"Interconnected Operations Services" means services, in addition to Ancillary Services, to facilitate the delivery of power to the End-use Customer (e.g., transmission services, real power transmission losses).

"Interval Meter" means an electric meter that records an End-use Customer's electric usage for a defined interval, allowing the possibility for consumption during different time periods to be billed at different rates and providing a means for an End-use Customer's load pattern to be analyzed.

"kW" means kilowatt. One kilowatt equals 1,000 watts.

"kWh" means kilowatt-hour. One kWh is defined as one kilowatt of power supplied to or taken from an electrical circuit steadily for one hour. One kilowatt-hour equals 1,000 watt-hours.

"Load Forecast" means an hourly projection of load prepared by a Transmission Customer for its load in the Company's service territory, consisting of, but not limited to, the aggregated load of customers using Monthly and Interval Meters, as adjusted for Transmission and Distribution Losses.

"Load Profile," as applied to an End-use Customer, a group of End-use Customers, a class, or a system, means a "curve" (as graphically plotted point-to-point, after midnight to midnight) that shows the power (as actual consumption or "normalized" as a percentage of maximum demand) supplied during a specific period of time, plotted by time of occurrence.

"Load Research Meters" means Interval Meters installed by the Company throughout its service territory that monitor hourly energy consumption of selected End-use Customers, in order to provide data for developing Load Profiles for various customer classes.

"Mercantile Customer" means an End-use Customer that uses electricity for nonresidential purposes and consumes greater than or equal to 700,000 kWh of electricity per year or is part of a national account involving multiple facilities in one or more states.

"Meter Data Management Agent" means the party designated by the TSA to provide hourly metered load data to the RTO.

"Meter Read Date" means the date on which the Company schedules a meter to be read for purposes of producing an End-use Customer bill in accordance with the Company's regularly scheduled Billing Cycles. Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

# **DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)**

"Monthly Meter" means a meter that records total energy (kWh) and peak demand (kW), where applicable, for the Billing Cycle but does not have the capability to record the dates and times the energy was consumed.

"Multi-tiered Rate" means a rate where each group (tier) of units of consumption (kWh) are priced at a certain rate while other groups of units of consumption are priced at a different rate or rates.

"MW" means megawatt. One megawatt equals one million watts or 1,000 kilowatts.

"MWH" means megawatt-hour. One megawatt-hour equals one million watt-hours or 1,000 kilowatt-hours.

"NERC" means North American Electric Reliability Corporation, the electric reliability organization, under the jurisdiction of FERC, that is responsible for creating and enforcing standards associated with the reliability of the Bulk Electric System.

"Nonmercantile Customer" means an End-use Customer that uses electricity for nonresidential purposes and consumes less than 700,000 kWh of electricity per year and is not part of a national account involving multiple facilities in one or more states.

"Non-volumetric Rate" means a fixed monthly charge to the End-use Customer, regardless of the amount of consumption.

"OASIS" means Open Access Same Time Information Systems, which are electronic systems established pursuant to FERC Final Order No. 889 to share information about Transmission Providers' available transfer capability.

"OATT" means PJM's Open Access Transmission Tariff, which is the open access transmission tariff on file with FERC and which sets forth the rates, terms, and conditions of transmission service over transmission facilities located in the Transmission Provider's Balancing Authority Area, which includes the Duke Energy Ohio Transmission System.

"PAR" means Purchase of Accounts Receivable, a payment remittance option available to Certified Suppliers utilizing the Company's Consolidated Billing Option, under which the Company pays the Certified Supplier a discounted amount on a monthly basis, in exchange for the assignment and purchase, without recourse, of the Certified Supplier's accounts receivable, represented by the current Certified Supplier charges presented on the Company's invoice, during a period of time when a Purchase of Accounts Receivable agreement is in effect between the Company and the Certified Supplier.

"Percentage-off Rate Option" means a rate option under which a Certified Supplier may charge a rate to its Enduse Customers that is calculated as a stated percentage less than the Company's SSO.

"PIPP" means Percentage of Income Payment Plan, a statewide utility program in Ohio that sets guidelines for low-income End-use Customer payments to utilities.

"Rate-Ready" means a Certified Supplier billing option under which the Company will perform consumption calculations and apply the Certified Supplier's rates to create charges for the End-use Customer for presentment on the End-use Customer's bill issued by the Company.

"Record Layouts" means a predefined format for which data is organized for electronic transmission.

"RTO" means Regional Transmission Organization, an organization responsible for the functional control of the Bulk Electric System within its boundaries.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

## **DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)**

"Regulated Utility Charges" means utility charges for noncompetitive services including, but not limited to, tariffed distribution services that are under the jurisdiction of the Commission. May also include utility charges for noncompetitive gas services.

"Reliability First" means the regional reliability organization certified by NERC as its delegate for the purposes of proposing reliability standards and monitoring compliance with those standards within the region that includes the Company's service territory.

"Residential End-use Customer" means an End-use Customer who uses electricity for residential purposes.

"Retail Tariff" means a Company tariff filed with the Commission as P.U.C.O. Tariff No. 19 and containing the Company's service regulations, tariff rate schedules, and tariff rider schedules for End-use Customers.

"Service Regulations" means the Certified Supplier Service Regulations found in the Company's Certified Supplier Tariff.

"Special Meter Reads" means meter reads requested by Certified Suppliers on dates other than the scheduled, monthly Meter Read Date.

"SSO" means Standard Service Offer, which is an offer by the Company, as approved by the Commission, to End-use Customers in its service territory, for all competitive retail electric services necessary to maintain essential electric service, including a firm supply of electric generation service.

"Tariff Rate Schedules" means documents filed with the Commission that specify the Charges for various Certified Supplier Services.

"Time of Use Rate" means a rate where the amount charged per unit (kWh or kW) varies according to the time of day it was consumed, reflecting the difference in on-peak and off-peak demands and the costs to provide service at those times.

"Transmission Customer" means an entity authorized to schedule power into, out of, or through the Transmission Provider's Balancing Authority Area, as described in the OATT.

"Transmission Provider" means the entity administering the OATT and providing transmission service to transmission customers under applicable transmission service agreements.

"Transmission Provider's Balancing Authority Area" means the Balancing Authority Area within which the Company's service territory exists.

"TSA" means Transmission Scheduling Agent, an entity that is an eligible Transmission Customer under the OATT, obtaining transmission service and performing transmission scheduling and other bulk power services to deliver electric energy into the Company's service territory for the Customer Choice Program. A Certified Supplier may act as a TSA if the Certified Supplier is an eligible Transmission Customer or may hire another entity that is an eligible Transmission Customer to perform these functions.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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# SECTION V CERTIFIED SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS

## 5.1. Registration and Participation Requirements

Each Certified Supplier desiring to register with the Company for participation in the Company's Customer Choice Program must meet the following registration and participation requirements:

- a) Provide proof of Commission certification to the Company.
- b) Meet the Company's credit requirements as described in Section VI Credit Requirements.
- c) Attend the Company-sponsored Certified Supplier Training Program.
- d) Submit a satisfactorily completed Certified Supplier Registration & Credit Application to the Company.
- e) Satisfactorily demonstrate that the proper electronic communications capabilities are operational.
- f) Execute the Company's EDI Trading Partner Agreement.
- g) Execute the Company's Certified Supplier Service Agreement.
- h) Pay the registration fee, as set forth in the attached rate schedule.
- i) Satisfactorily complete EDI testing for applicable transaction sets necessary to commence service.

## 5.2. Registration Process

The Company shall approve or disapprove the supplier's registration within thirty calendar days of receipt of complete registration information from the supplier. The thirty-day time period may be extended for up to thirty days for good cause shown, or until such other time as is mutually agreed to by the supplier and the Company.

The Company will notify the supplier of incomplete registration information within ten calendar days of receipt. The notice shall include a description of the missing or incomplete information.

### 5.3. Registration Notification

Upon satisfactorily meeting the Company's registration and participation requirements and posting any necessary credit enhancement, the Certified Supplier will be eligible to participate in the Company's Customer Choice Program. The Certified Supplier will be promptly notified once its registration is complete, and the Certified Supplier's name will be posted on the Company's web page of eligible participants.

# 5.4. Changes in Registration Information

The enrolled Certified Supplier will notify the Company, in writing, on an on-going basis, of any change to the information it was required to provide to the Company or Commission during the registration process. If the Company receives information from any source that suggests that the Certified Supplier's registration information has changed, the Company may require the Certified Supplier to supply current information regarding continued eligibility for registration. The Certified Supplier is required to respond to such requests in writing within five business days.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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# SECTION V CERTIFIED SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS (Contd.)

## 5.5. Transmission and Ancillary Services

The Certified Supplier is also responsible for obtaining transmission and Ancillary Services associated with the transmission and distribution of electric energy, including transmission and Distribution Losses, to its End-use Customers. The Certified Supplier may contract with a TSA to obtain these services. If a Certified Supplier acts as its own TSA or contracts with a different entity to act as TSA for these services, the Certified Supplier shall notify the Company in the form of the designation described in Section 15.2 herein.

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## SECTION VI CREDIT REQUIREMENTS

## 6.1. Credit Application

All Certified Suppliers must complete and sign the Company's Certified Supplier Registration & Credit Application to be considered for participation in the Company's Customer Choice Program.

## 6.2. Determination of Creditworthiness

The Company will apply, on a non-discriminatory and consistent basis, reasonable financial standards to assess and examine a Certified Supplier's creditworthiness and, based on that examination, shall determine the amount of unsecured credit, if any, to be granted to the Certified Supplier. These standards will take into consideration the scope of operations of each Certified Supplier and the level of risk to the Company. This determination will be aided by the appropriate data concerning the Certified Supplier, including tangible net worth and load data, or a reasonable estimate thereof, where applicable.

Notwithstanding the foregoing, a Certified Supplier that has, and maintains, investment grade senior unsecured debt ratings from both Standard & Poors and Moody's Investors' Services, as defined in the following table, shall be presumed to be creditworthy; provided, however, that the Company may limit the amount of unsecured credit to be granted to such Certified Supplier if the Company reasonably determines that such limitation is necessary to protect the Company from an unacceptable level of risk.

Agency	Senior Securities Rating (Bonds)
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher

The Certified Supplier will provide the Company with its or its parent's most recent independently-audited financial statements, if applicable, and it or its parent's most recent Form 10-K and Form 10-Q, if applicable.

The Company shall make reasonable alternative credit arrangements with a Certified Supplier that is unable to meet the aforementioned criteria and with those Certified Suppliers whose credit requirements exceed their allowed unsecured credit limit. The Certified Supplier may choose from any of the following credit arrangements in a format acceptable to the Company: a parental guarantee of payment; an irrevocable letter of credit; a cash deposit; or other mutually agreeable security or arrangement. The alternate credit agreements may be provided by a party other than the Certified Supplier, including one or more ultimate customers. The fact that a guarantee of payment, irrevocable letter of credit or cash deposit is provided by a party other than the Certified Supplier shall not be a factor in the determination of the reasonableness of any alternative credit arrangement, as long as such party and the related credit arrangements meet the Company's standard credit requirements. The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that Certified Supplier, including recognition of that Certified Supplier's performance.

The Company will calculate the amount of the Certified Supplier's collateral requirement by multiplying thirty days of the Company's estimate of the Certified Supplier's summer usage times a price set at the next July forward index price, as established by a generally accepted industry price index for wholesale power delivered to the Company's load zone within the RTO, and subtracting therefrom the amount of the Certified Supplier's allowed unsecured credit limit.

If the Certified Supplier has voluntarily entered into an agreement whereby the Company purchases the Certified Supplier's receivables, then the Company will reduce the collateral it requires from the Certified Supplier by an amount equal to thirty days of the Company's estimate of the summer kilowatt-hours used by the Certified Supplier's customers, divided by two, multiplied by the Certified Supplier's specific price per kilowatt hour, and multiplied by the difference between one and the portion of one representing the Company's current experience with uncollectible accounts.

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## SECTION VI CREDIT REQUIREMENTS (Contd.)

# 6.3. Interest on Cash Deposits

The Company will allow simple interest on cash deposits calculated at the lower of the average of the Federal Reserve Lending Rate over the time period the cash is on deposit or 4.5% annually. In cases of discontinuance or termination of services, cash deposits will be returned with accrued interest upon payment of all Charges, guarantees and with deduction of unpaid accounts.

# 6.4. On-going Credit Evaluation

The Company reserves the right to review each Certified Supplier's creditworthiness at any time. The Certified Supplier must provide current financial and credit information. In addition, the Certified Supplier may request reevaluation at any time. It is anticipated that demand, unanticipated market movements and economic reasons will result in exposures nearing or exceeding the prescribed credit limits or collateral originally in place. It is also noted that additional collateral may be required due to a degradation of credit rating or repayment ability of a Certified Supplier. Any subsequent review or re-evaluation of a Certified Supplier's creditworthiness may result in the Certified Supplier being required to post collateral not previously requested. The new, additional or change in collateral requirement will be necessary to enhance, restore or maintain the Company's credit protection. In the alternative, the Company may limit a Certified Supplier's level of participation or remove the Certified Supplier from further participation in the Company's Customer Choice Program.

## 6.5. Financial Obligation - Dispute Resolution

If the Certified Supplier disputes the calculation of the amount due, as calculated by the Company, the Certified Supplier shall notify the Company not later than the close of business on the business day following the due date. The parties will consult each other in good faith in an attempt to resolve the dispute. If the parties fail to resolve the dispute by the close of business on the business day following the notification of the dispute by the Certified Supplier, the Certified Supplier shall comply with the Company's request for payment. The Certified Supplier may appeal the Company's determination of credit requirements to the Commission or seek Staff mediation as to any dispute.

If it is determined that the payment shall be less than the amount requested by the Company, the Company shall refund the excess payment plus interest calculated at the lower of the average of the Federal Reserve Lending Rate over the time period the cash is on deposit or 4.5% annually to the Certified Supplier by the close of business on the business day following receipt of the Commission's or Staff's determination.

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# SECTION VII END-USE CUSTOMER ENROLLMENT PROCESS

# 7.1. Certified Supplier Authorization to Enroll

In order to be authorized to enroll End-use Customers in the Company's Customer Choice Program, a Certified Supplier must meet the requirements contained in Section V - Certified Supplier Registration and Participation Requirements, must have submitted a TSA Designation form to the Company, must meet all Transmission Provider requirements to deliver power to its End-use Customers located on the Duke Energy Ohio Transmission System and must, where applicable, have the appropriate rates in production within the Company's billing system, as described in Section X - Billing Services and Obligations. No enrollment requests will be accepted until all of such requirements have been met. Aggregators or governmental aggregators must either become a Certified Supplier as described above or must act through a Certified Supplier.

7.2. Percentage of Income Payment Plan (PIPP) Customers

PIPP customers are not individually eligible to select a Certified Supplier.

- 7.3. Pre-Enrollment End-use Customer Information List
  - a) Upon request, the Company will electronically provide to any Certified Supplier or Certified Broker/Aggregator the most recent End-use Customer information list. The Certified Supplier or Certified Broker/Aggregator will pay the Company \$150.00 for providing the list to the supplier or broker/aggregator.
  - b) The End-use Customer information list will be updated quarterly. Once the list has been updated, a Certified Supplier or Certified Broker/Aggregator may not use an End-use Customer information list from a prior quarter to contact End-use Customers, but Certified Suppliers and Certified Broker/Aggregators shall not be required to purchase subsequent lists.
  - c) The Company will provide each End-use Customer the option to have all the End-use Customer's information listed in the section below removed from the End-use Customer information list. At the same time, the Company will also provide each End-use Customer the option to have all End-use Customer's information listed below reinstated on the End-use Customer information list. Each End-use Customer will be provided written notice of his or her options on a quarterly basis.
  - d) The following information will be provided on the End-use Customer information list for each End-use Customer that has not requested that its information be removed from this list:
    - i) End-use Customer name
    - ii) Service address
    - iii) Service city
    - iv) Service state and zip code
    - v) Billing address
    - vi) Billing city
    - vii) Billing state and zip code
    - viii) Rate schedule under which service is rendered, including class and sub-class (if applicable)
    - ix) Rider (if applicable)
    - x) Load profile reference category

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# SECTION VII END-USE CUSTOMER ENROLLMENT PROCESS (Contd.)

- xi) Meter type (will provide information that is readily available)
- xii) Interval Meter data indicator (will provide information that is readily available)
- xiii) Budget bill/PIPP indicator
- xiv) Meter Read Cycle
- xv) Most recent twelve months of historical consumption data (actual energy usage plus demand, if available)
- xvi) Meter number
- xvii) Customer classification
- xviii) Special rate indicator
- e) The Company will provide the End-use Customer information list on either a compact disc or a designated website. The information will be prepared and distributed in a uniform and useable format that allows for data sorting. End-use Customers participating in the PIPP program will be served exclusively through the PIPP program administered by the Ohio Department of Development.
- f) The Company shall make available, upon request, a quarterly updated sync list to CRES providers on a confidential basis showing the accounts that are enrolled with the CRES provider.
- 7.4. Certified Supplier Requests for End-use Customer Information
  - a) Certified Suppliers may request historical Interval Meter data through a DASR after receiving the appropriate End-use Customer authorization. The Interval Meter data will be transferred in a standardized electronic transaction. The Certified Supplier will be responsible for the incremental costs incurred to prepare and send such data. The charges for these services are listed in this tariff.
  - b) Generic End-use Customer information will be readily available on a designated web site.
  - c) For End-use Customer specific information and to decrease the possibility of End-use Customer "slamming", the Certified Suppliers must obtain, and maintain in their files, End-use Customer authorizations, as dictated by Commission rules, which authorize the release of the End-use Customer's historical usage data. These authorizations must be made available to the Company, upon request, within three business days and must be retained by the Certified Supplier for a period not less than two calendar years after the calendar year in which received or such longer period as may be required by law or Commission rules.
  - d) Specific End-use Customer information will include twelve months of historical data (if available) including monthly kWh usage, Meter Read Dates, and associated monthly maximum demand history, if applicable.
- 7.5. Direct Access Service Requests (DASRs)
  - a) Enrollment of individual End-use Customers, including individual End-use Customers participating in an aggregation or governmental aggregation program, is done through a DASR for each service account, which may be submitted only by Certified Suppliers.
  - b) An enrollment DASR will be effective on the next Meter Read Date, provided that it is received by the Company at least twelve calendar days before the next Meter Read Date.
  - c) Enrollment DASRs will be effective according to the following schedule:

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# SECTION VII END-USE CUSTOMER ENROLLMENT PROCESS (Contd.)

- i) If an enrollment DASR is received twelve or more days prior to the next regularly scheduled Meter Read Date and no other enrollment DASR is currently pending, the enrollment DASR will be effective on the next regularly scheduled Meter Read Date.
- ii) If an enrollment DASR is received less than twelve days prior to the next regularly scheduled Meter Read Date and no other enrollment DASR is currently pending, the enrollment DASR will be effective on the second regularly scheduled Meter Read Date after the enrollment DASR is received.
- iii) If an enrollment DASR is currently pending, and another enrollment DASR is received, the first enrollment DASR will be effective and the second enrollment DASR will be rejected. There cannot be two pending enrollment DASRs for the same account at the same time.
- d) The Company will process all valid DASRs within one business day and send the End-use Customer confirmation within two business days. The Company will electronically advise the Certified Supplier of acceptance. Notice of rejection of the DASR to the Certified Supplier shall also be sent in one business day, if possible, but in no event later than four calendar days, and shall include the reasons for the rejection.
- e) The Company shall provide a rescission period as required by the Commission's rules. If the End-use Customer rescinds, the Company shall send a drop notice to the Certified Supplier. In the event of End-use Customer rescission, the previous Certified Supplier will continue to serve the End-use Customer under the same terms and conditions.
- f) Enrollments will be processed on a "first in" priority basis based on the received date, using contract date as the tiebreaker. If the contract date is the same, enrollments will be processed "first in" based on when the enrollment was electronically received by the Company.
- g) To participate in the Customer Choice Program, an End-use Customer must have an established electric service account with the Company. Accounts are established upon the assignment of an account number. Account numbers are assigned by the Company when a new party requests electric service for an existing location and upon meter installation for new construction. A Certified supplier may submit a DASR as described herein after the electric service account number is established.
- h) A separate DASR must be submitted for each service account.
- i) If a Certified Supplier has reached its participation limit as described in Section VI Credit Requirements, additional enrollment DASRs from the Certified Supplier will be rejected and returned to the Certified Supplier until the Company approves additional credit enhancements.
- j) The Certified Supplier will be responsible for paying any Charge for a successfully processed enrollment DASR.

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# SECTION VII END-USE CUSTOMER ENROLLMENT PROCESS (Contd.)

## 7.6. Communications from the Company to the End-use Customer

- a) Upon confirmation of a valid enrollment DASR from a Certified Supplier, the Company will mail the End-use Customer a confirmation notice within one business day after confirmation.
- b) Upon confirmation of a valid drop DASR from a Certified Supplier, the Company will mail the End-use Customer a confirmation notice within one business day after confirmation.
- c) Within one business day after receiving an End-use Customer's request to rescind an enrollment, the Company will initiate the rescission and mail the End-use Customer confirmation that such action has been taken.

#### 7.7. End-use Customer Return to ESP-SSO Service

If an End-use Customer returns to the Standard Service Offer Rate, whether as a result of End-use Customer choice, Certified Supplier default, termination of a Certified Supplier contract, opt out or termination of a governmental aggregation program, Certified Supplier withdrawal, or any other reason, the rate to be charged by the Company to the End-use Customer will be governed by the Retail Tariff (P.U.C.O. Tariff No. 19).

## 7.8. Dispute Resolution

Any disputes concerning an End-use Customer's selection of a Certified Supplier that cannot be resolved among the End-use Customer and the affected Certified Suppliers may be directed to the Public Interest Center of the Commission by any of the parties involved.

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## SECTION IX METERING SERVICES AND OBLIGATIONS

## 9.1. Equipment Standards

Statewide rules for metering as adopted by the Commission will apply to all equipment standards within the Company's service territory and may be supplemented by the Company's metering standards.

#### 9.2. Meter Ownership and Maintenance

The Company will own, furnish, install, program, calibrate, test, and maintain all meters and all associated equipment used for retail billing and settlement purposes in the Company's service area.

## 9.3. Meter Requirements

- a) Interval Meters will be required for End-use Customers that select a Certified Supplier and have a maximum annual peak demand greater than or equal to 200 kW for the most recent twelve-month period.
- b) The End-use Customer or Certified Supplier may request an Interval Meter for use at any account below the Interval Meter threshold.
- c) The Company may require Interval Metering, at the Company's expense, for any other End-use Customer based on a review of the End-use Customer's rate schedule, billing history, and class Load Profile information. If installed, the Interval Meter will be used for retail billing and settlement purposes.

#### 9.4. Interval Meter Charges and Installation Process

#### a) Charges

The End-use Customer shall be responsible for the incremental costs of upgrading the present meter plus all incremental costs associated with the installation of required or requested Interval Metering. The charges for an Interval Meter will be at the tariffed rate, which may be paid over a period not to exceed twenty-four months. Title to the Interval Meter shall remain with the Company.

If an Interval Meter is required, the End-use Customer must approve a work order for an Interval Meter installation before the Company will accept an enrollment DASR. For End-use Customers that will have an Interval Meter installed for the requested service, service may begin, assuming the Company has an approved work order for the Interval Meter installation. A Company load profile will be used for settlement. Consumption meter reads will continue to be used for billing. This will be the approach during the period between the End-use Customer's request for an Interval Meter and the Company's installation of such a meter.

If the Company cannot gain access to the meter installation, the Company may charge the End-use Customer for any additional trips to the meter site.

## 9.5. Meter Reading

## a) Regularly Cycled Meter Reads

The Company will continue to read all meters in its service territory in accordance with the regularly scheduled Billing Cycles and off-schedule when the Company deems a read necessary. End-use Customers must provide access to the meters for the Company to obtain meter readings.

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## SECTION IX METERING SERVICES AND OBLIGATIONS (Contd.)

#### b) Estimated Reads

The Company will estimate the usage, if metered data is lost due to failure of, or damage to, the metering equipment. Reads may also be estimated in the case of inclement weather, inaccessibility, etc.

#### c) Special Meter Reads

The Company will provide special meter reads as requested by Certified Suppliers. The Charges for these meter reads are specified in the Certified Supplier Meter Service Charges.

## d) Meter Testing

The Company will provide meter testing as requested by Certified Suppliers. The Charges for meter testing are specified in the Certified Supplier Meter Service Charges.

#### e) End-use Customer Meter Reads

Residential End-use Customers may read the Company's meters and forward the meter reading information to the Company by telephone, mail, facsimile transmission, or electronically through the Company's website. While Residential End-use Customer reads are acceptable, End-use Customers must grant the Company access to the meters as specified by the Ohio Administrative Code.

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## SECTION X BILLING SERVICES AND OBLIGATIONS

## 10.1. Billing Options

A Certified Supplier must select a billing option for each of its End-use Customer accounts. The billing options are limited to the following: (1) separate billing by the Company and the Certified Supplier, (2) Company Consolidated and Rate-Ready Billing, or (3) Company Consolidated and Bill-Ready Billing. Company Consolidated and Rate-Ready Billing will be provided by the Company only if the price plans offered by the Certified Supplier are ones that are considered standard rates, as set forth in Section 10.6 hereof. Nothing in this Certified Supplier Tariff shall require the Company to bill customers manually. Thus, if the Certified Supplier is offering price plans that are not considered by the Company as standard rates, the Company will provide the Certified Supplier with sufficient meter data on a timely basis so that the Certified Supplier can bill the Customer directly under the separate billing method or can opt for Company Consolidated and Bill-Ready Billing. The billing option must be selected when the enrollment DASR is submitted to the Company. If the Company inaccurately applies the usage information to the rates approved by the Certified Supplier for Company Consolidated and Rate-Ready Billing, the Certified Supplier shall notify the Company immediately and the Company shall make a correction in a succeeding billing period. The Certified Supplier is responsible for receiving and resolving all End-use Customer rate disputes involving charges for services received from the Certified Supplier.

#### 10.2. Billing Cycle

Current Company practice is to render bills regularly at monthly intervals, but bills may be rendered more or less frequently at the Company's option. Rate values stated for direct application to regular monthly billing periods will be adjusted when the time elapsed between billings is substantially greater or less than a month.

#### 10.3. Generation Resource Mix

Certified Suppliers are responsible for providing a Generation Resource Mix statement to their own End-use Customers in accordance with Commission requirements.

## 10.4. Transmitting of Meter Reading Information

The Company will transmit meter reading information electronically to each Certified Supplier for each of its End-use Customer accounts. Regardless of whether charges are being calculated by the Company or the Certified Supplier, the same meter reading information will be used to bill End-use Customers for the Regulated Utility Charges and the unregulated Commodity charges.

#### 10.5. Setting Up Certified Suppliers' Rates

Certified Suppliers using the Consolidated and Rate-Ready Billing option must furnish specific rate information to the Company via methods defined by the Company. The Certified Supplier will receive the test results after the rate is entered into the billing system and tested. The Certified Supplier will then be required to authorize the Company to begin billing, using the new rate, before enrolling any End-use Customers on that rate.

- a) The Company will provide all Commission certified and Company enrolled Certified Suppliers with system requirements and Record Layouts needed to perform this function.
- b) The Certified Supplier will be responsible for creating and verifying the rate information that the Company will use to calculate and bill the Certified Suppliers' charges.
- c) The approved rate information must be in production within the Company's billing system before any Enduse Customers may be enrolled under that rate. In production means installed in the Company's billing system, tested by the Company, test results approved by the Certified Supplier and three business days have elapsed since approval of results.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 20 Sheet No. 39.4 Canceling and Superseding Sheet No. 39.3 Page 2 of 4

## SECTION X BILLING SERVICES AND OBLIGATIONS (Contd.)

- 10.6. Timetable for Setting up Certified Suppliers' Rates
  - a) The Company defines standard rates as falling into one of five rate types:
    - 1) a Nonvolumetric Rate
    - 2) a Flat Rate
    - 3) a Multi-tiered Rate
    - 4) a Time-of-Use Rate
    - 5) a Percentage-off Rate
  - b) The Company will have five calendar days to set up and system test any standard rates other than those under the Percentage-off Rate option and fifteen days to set up and system test standard rates under the Percentage-off Rate option, before sending the tested rates back to the Certified Supplier for approval.
  - c) For End-use Customers that have a maximum annual peak demand greater than or equal to 200 kW for the most recent twelve-month period, the required interval metering will be used to support the Certified Suppliers' billing options. If an End-use Customer has a maximum annual peak demand less than 200 kW and the Company must install special metering to support a Certified Supplier's billing option, the End-use Customer will be responsible for the incremental costs of upgrading the present meter plus all costs associated with the installation of that metering equipment.
  - d) Within three business days after the Company receives the approval of rates from the Certified Supplier, the rates will be placed in production in the Company's billing system and will be available for billing.
  - e) When the rates are in the Company's billing system and are available for billing, the Certified Supplier may send an enrollment DASR for accounts it wants to be billed on the new rate.
  - f) All DASRs received before the rate is in production will be rejected.
- 10.7. Electronic Transmission of End-use Customer Billing Data
  - a) If the Certified Supplier chooses to have the Company bill for the End-use Customer's electric commodity usage under the Company Consolidated and Rate-Ready Billing option, the Company will provide usage and charges in standard electronic format.
  - b) If the Certified Supplier chooses the Company Consolidated and Bill-Ready Billing option, the Company will provide usage in a standard electronic format and the Certified Supplier will provide the Company with the Certified Supplier's charges in a standard electronic format.
- 10.8. Incremental Processing Fees

If the Certified Supplier chooses the Consolidated and Rate-Ready Billing option, the Company will charge hourly for administrative and technical support to institute program modifications associated with the implementation of consolidated billing on non-standard rates requested by the Certified Supplier and reviewed and approved by the Company. The Charge for this service is described in Certified Supplier Charges.

10.9 Company Consolidated and Bill-Ready Billing

The following business rules will apply to the Company's Consolidated and Bill-Ready Billing Option:

a) Within three business days of receiving usage information for an account in a standard electronic format from the Company, the Certified Supplier will provide the Company with the Certified Supplier's charges for the account in a standard electronic format for presentation on the Company's current invoice to the Enduse Customer.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 20 Sheet No. 39.4 Canceling and Superseding Sheet No. 39.3 Page 3 of 4

# SECTION X BILLING SERVICES AND OBLIGATIONS (Contd.)

- b) Certified Supplier charges billed under this billing option must be for electric commodity only. The act of submitting charges for items other than electric commodity will be considered a condition of default as described in Section 19.1 herein. Such items include, but are not limited to, termination fees, equipment charges, software charges, arrears from previous months billed under separate billing/dual billing, and any other charges that would be considered non-commodity charges.
- c) The charges received from the Certified Supplier by the Company in standard electronic format for each account will contain no more than ten charge amounts with ten associated charge descriptions
- d) Charge descriptions will be no longer than seventy characters each (including punctuation and spaces), and charge amounts will not exceed fourteen characters each (including spaces, dollar sign, commas, decimal, and, if applicable, negative sign).
- e) If a Certified Supplier submits more than ten charge amounts for an account, the Company will reject the entire submission for the account via a standard electronic format.
- f) The Company will allow up to twelve lines on its invoice to display the details of the Certified Supplier's charges as follows:
  - i) The Company will display the Certified Supplier's name on line 1.
  - ii) The Company will display the date range for the billing period on line 2.
  - iii) The charge descriptions and charge amounts submitted by the Certified Supplier will be displayed on lines 3 through 12 (provided that all 10 of the lines are necessary).
  - iv) The Company will sum the charge amounts submitted by the Certified Supplier and display the total on line 13 or on the line following the last charge description submitted by the Certified Supplier.
  - v) In situations where the Certified Supplier receives revised usage information for an account from the Company in a standard electronic format, the Company will provide an additional line on its invoice for the total amount of each month of cancelled charges. The Company will display the date range and the dollar amount of the cancelled charges on an additional line for each month of cancelled charges. The Certified Supplier's corrected charges, submitted to the Company in a standard electronic format, will be displayed on the Company's invoice as described in parts i) through iv) above for each month of corrected charges. Certified Suppliers are not required to send the Company cancelled charges in response to cancelled usage sent to the Certified Supplier by the Company in a standard electronic format. Instead, the Company will automatically cancel the supplier charges and will display said cancellation on the invoice as described above. This functionality is commonly known as "auto cancel".
  - vi) In addition to lines on the Company's invoice used to display Certified Supplier charge amounts and charge descriptions, the Company allows up to 3 lines of seventy characters each for Certified Supplier bill messages submitted to the Company by the Certified Supplier in a standard electronic format.
- The purchase of Certified Supplier charges billed under Consolidated Billing will be remitted by the Company to the appropriate Certified Supplier per the Account Receivables Purchase Agreement as described in Section 11.5 herein.
- j) The Certified Supplier will reimburse the Company for the Company's incremental cost associated with each Company Consolidated and Bill-Ready bill that the Company generates on behalf of the Certified Supplier. The Charges billable to the Certified Supplier for this service are listed on Sheet No. 52 herein.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

Duke Energy Ohio 139 East Fourth Street Cincinnati, Ohio 45202 P.U.C.O. Electric No. 20 Sheet No. 39.4 Canceling and Superseding Sheet No. 39.3 Page 4 of 4

## SECTION X BILLING SERVICES AND OBLIGATIONS (Contd.)

## 10.10. Budget Billing

The Consolidated Billing options offered by the Company will include budget billing as an End-use Customer elected option.

#### 10.11. Special Messages

Rule 4901:1-24-11 of the Ohio Administrative Code mandates that a Certified Supplier must provide notice of abandonment on each billing statement rendered to its End-use Customers beginning at least ninety days prior to the effective date of the abandonment and continue to provide notice on all subsequent billing statements until the service is abandoned. Where the Company is performing billing services for a Certified Supplier, the Company must provide this notice on the billing statement and the Charge for this service is described in the Certified Supplier Charges.

The Company is not required to send bill inserts or add special attachments to the bill format for Certified Suppliers to communicate to End-use Customers. Any other special messages, either required by the Commission or elected, that cannot be accommodated by the Certified Supplier bill messaging offered by the Company are the responsibility of the Certified Supplier.

Certified Suppliers utilizing the Company Consolidated and Bill-Ready Billing option are provided space on the Company's invoice where bill messages may be inserted monthly, as described in Section 10.9 herein.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 20 Sheet No. 40.6 Canceling and Superseding Sheet No. 40.5 Page 1 of 2

# SECTION XI END-USE CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING

## 11.1. Payments

- a) 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 then twenty-one calendar days after the mailing of the bill or pursuant to such amended Company practice as may be approved by the Commission.
- b) Payment may be made at any commercial office of the Company or at any Company Authorized Payment Agency.
- c) The Company may require that an End-use Customer that is not creditworthy tender payment by means of a certified or cashier's check, electronic funds transfer, cash or other immediately available funds.

#### 11.2. Payment Processing

- a) The End-use Customer is responsible for payment in full to the Company for all the Company and Certified Supplier charges when the Company performs Consolidated Billing.
- b) The Company will remit all received payments for Certified Supplier charges on the Company's Consolidated Bill to the appropriate Certified Supplier after processing, on a daily basis. The Company will remit payments to Certified Suppliers involved in the Company's Purchase of Accounts Receivable Program as specified by the Account Receivables Purchase Agreement described in Section 11.5 herein.
- c) All End-use Customer charges are grouped into categories and a payment priority is established for each. If a partial payment is received, the Company will apply the following payment priorities classification. Payments will be applied first to prior gas and electric Regulated Utility Charges, second to current gas and electric Regulated Utility Charges, third to prior electric Certified Supplier charges and gas supplier charges (if applicable), fourth to current electric Certified Supplier charges and gas supplier charges (if applicable), and then on a pro-rata basis for non-regulated products and services. When the priority classification is equal, payments will be applied to the oldest receivables first.

#### 11.3. End-use Customers in Arrears

a) End-use Customer in Arrears for the Company's Regulated Gas and Electric Utility Charges Only

End-use Customers that fail to pay gas and electric Regulated Utility Charges to the Company will be subject to the Company's late payment charge policy and the rules and regulations governing the current credit, collection and disconnection procedures in accordance with Chapters 4901:1-10, 4901:1-17, and 4901:1-18 of the Ohio Administrative Code.

b) End-use Customers in Arrears to their Certified Supplier

Unless the Certified Supplier has entered into an agreement with the Company for Purchase of Accounts Receivable, the Certified Supplier is ultimately responsible for the collection of such unpaid non-regulated charges regardless of the billing option selected for the End-use Customer. However, in the course of following its collection procedures for Regulated Utility Charges, the Company may inform End-use Customers of such arrearages.

End-use Customer in Arrears for the Company's Non-Regulated Products/Services

End-use Customers that fail to pay for the Company's non-regulated products and services will be subject to the Company's current collection procedure which can include a series of letters, retrieval of the product, and discontinuance of the service that is being provided to the End-use Customer.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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# SECTION XI END-USE CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING (Contd.)

d) Certified Suppliers shall determine their own credit/collection policy.

#### 11.4. Disconnection of Service

- a) The Company may disconnect service to an End-use Customer for non-payment of Regulated Utility Charges only in accordance with Chapters 4901:1-10 and 4901:1-18 of the Ohio Administrative Code, and for non-payment of CRES charges where the Company is purchasing the Certified Supplier's receivables under the PAR program.
- b) Pursuant to Chapters 4901:1-10 and 4901:1-18 of the Ohio Administrative Code, the Company is not permitted to disconnect service to the End-use Customer for nonpayment of Certified Supplier charges, except in the situation where the Company is purchasing the Certified Supplier's receivables under the PAR program. Certified Suppliers are not permitted to physically disconnect electric service for non-payment of the Certified Supplier charges.
- c) If the Company disconnects service to an End-use Customer, the End-use Customer's Certified Supplier will be notified within five business days of processing the disconnect order, if the End-use customer's service has not been restored by such date.
- d) If the Company restores the End-use Customer's service under the same account number within the fivebusiness day period, no notification to that End-use Customer's Certified Supplier will be given.

## 11.5 Transfer of End-use Customer Deposit

If the Certified Supplier participates in the Company's Purchase of Accounts Receivable program and if the Certified Supplier holds a deposit from the End-use Customer, the Certified Supplier shall retain the deposit until required to refund such deposit to the End-use Customer, except where the Company has notified the Certified Supplier that the End-use Customer is sixty days or more in arrears for Certified Supplier charges that the Company has acquired under the Purchase of Accounts Receivable program. In that case, the Certified Supplier shall transfer the End-use Customer's deposit to the Company within three business days of receipt of such notice, unless the Company's Purchase of Accounts Receivable agreement with the Certified Supplier provides otherwise.

#### 11.6 Purchase of Accounts Receivable (PAR)

In order to participate in the Company's PAR program, a Certified Supplier must first sign an Account Receivables Purchase Agreement with the Company, which may include, but will not be limited to, the following provisions:

- a) Purchase price, procedures, and fees
- b) Obligations of the parties
- c) Representations and warranties
- d) Covenants of Seller
- e) Conditions Precedent
- f) Administration and Collection
- g) Termination
- h) Indemnification

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

Duke Energy Ohio 139 East Fourth Street Cincinnati, Ohio 45202 P.U.C.O. Electric No. 20 Sheet No. 44.3 Cancels and Supersedes Sheet No. 44.2 Page 1 of 1

## SECTION XIV METER DATA MANAGEMENT

#### 14.1. Meter Data Collection

The Company, acting as the designated Meter Data Management Agent for the Certified Supplier, will supply hourly load data to Transmission Provider, for the Certified Supplier. The Company will provide this data in accordance with the OATT, including estimates when necessary. The Company will be held harmless for any actions taken while performing Meter Data Management Agent responsibilities. Meter data collected by the Company shall be used to calculate the quantity of energy actually consumed by a Certified Supplier's End-use Customers for a particular period. Such collection shall occur at the time of an End-use Customer's monthly meter read. Thus, in order to measure the energy consumed by all End-use Customers on a particular day, at least one month is required for data collection. Typically, the Company is able to calculate and provide hourly usage data for a Certified Supplier's load, for a calendar month, forty-five to sixty days after the end of that calendar month. It is the responsibility of the Certified Supplier to understand this process.

#### 14.2. Monthly-Metered End-use Customers

Data from Monthly-Metered End-use Customers is collected in subsets corresponding to End-use Customer Billing Cycles, which close on different days of the month. The Company shall convert such meter data, including estimates, for End-use Customers to the equivalent hourly usage. Metered usage will be applied to customer segment load curves to derive an estimate for the hour-by-hour usage.

#### 14.3. Interval-Metered End-use Customers

Data from Interval Metered End-use Customers will also be collected monthly by the Company on a Billing Cycle basis.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 20 Sheet No. 49.4 Canceling and Superseding Sheet No. 49.3 Page 1 of 3

## SECTION XIX DEFAULT, SUSPENSION, AND TERMINATION OF A CERTIFIED SUPPLIER

#### 19.1 Default

A Certified Supplier is in default of its obligations under the Company's Customer Choice Program if any one or more of the following occurs:

- a) Notice is received that the Certified Supplier/TSA relationship is terminated and either (1) the Certified Supplier fails to designate a new TSA within five business days or (2) the new entity acting as TSA fails to begin scheduling power within ten business days of its designation as such.
- b) The Certified Supplier fails to fully pay an invoice from the Company within three business days following the due date of the invoice.
- c) The Certified Supplier's credit exposure exceeds the unsecured credit limit or the Company's current collateral enhancement requirement by 5% or more and the Certified Supplier has failed to comply with the Company's request for adequate security or adequate assurance of payment within three business days of the Company's request.
- d) The Commission has decertified the Certified Supplier or otherwise declared it ineligible to participate in the Ohio Customer Choice Program or the Company's Customer Choice Program.
- e) The Certified Supplier's action or inaction has or will jeopardize the operational integrity, safety, or reliability of the Company's transmission or distribution system.
- f) The Certified Supplier or the performing services on behalf of the Certified Supplier, through actions or inactions, becomes in default of any agreement with or requirement of MISO.
- g) The Certified Supplier misuses the Company Consolidated and Bill-Ready Billing option by billing charges for items other than electric commodity or by incorrectly using the name of the Company or the name of one of the Company's affiliates in a charge description or otherwise using this billing option in a misleading or defamatory manner.
- h) The Certified Supplier voluntarily withdraws from the Company's Customer Choice Program without providing at least ninety calendar days notice to the Company.
- i) The Certified Supplier files a voluntary petition in bankruptcy; has an involuntary petition in bankruptcy filed against it; is insolvent; has a receiver, liquidator or trustee appointed to take charge of its affairs; has liabilities that exceed its assets; or is otherwise unable to pay its debts as they become due.

## 19.2. Notice of Suspension or Termination

Notwithstanding any other provision of this tariff or the Certified Supplier Service Agreement, in the event of default, the Company shall serve a written notice of such default, providing reasonable detail and a proposed remedy, on the Certified Supplier, with a copy contemporaneously provided to the Commission. On, or after, the date the default notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the Certified Supplier Service Agreement. Except for default due to failure by the Certified Supplier to deliver Competitive Retail Electric Service, if the Commission does not act within ten business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh business day after receipt of the request by the Commission. If the default is due to failure by the Certified Supplier to deliver Competitive Retail Electric Service and the Commission does not act within five business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth business day after receipt of the request by the Commission. Terminations or suspensions shall require authorization from the Commission.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 20 Sheet No. 49.4 Canceling and Superseding Sheet No. 49.3 Page 2 of 3

# SECTION XX DEFAULT, SUSPENSION, AND TERMINATION OF A CERTIFIED SUPPLIER (Contd.)

The Company shall send notices pursuant to this section by email, facsimile transmission, overnight mail, or hand delivery to the Commission and staff at the Commission's offices. The Company shall notify all Commissioners, the Chief of Staff, the Director of the Consumer Services Department, the Director of the Utilities Department, the Director of the Energy & Environment Department, the Director of the Legal Department, and the Chief of the Attorney General's Public Utilities Section. The Company shall send the notice to the address and facsimile number provided by the Certified Supplier in its Certified Supplier Service Agreement.

#### 19.3. Suspension

In addition to the possible reasons for suspension stated in Sections 20.1, a Certified Supplier may be suspended from participation in the Company's Customer Choice Program for either of the following reasons:

- a) The Certified Supplier's credit exposure exceeds its credit limit or collateral enhancement by less than 5%, and the Certified Supplier has failed to comply with the Company's request for adequate security or adequate assurance of payment within three business days of the Company's request.
- b) The Certified Supplier's parent corporation files a voluntary petition in bankruptcy; has an involuntary petition in bankruptcy filed against it; is insolvent; has a receiver, liquidator, or trustee appointed to take charge of its affairs; has liabilities that exceed its assets; or is otherwise unable to pay its debts as they become due.

#### 19.4. Effect of Suspension

In the event of suspension, the Certified Supplier shall not be permitted to enroll any new End-use Customers in the Company's Customer Choice Program. During the period of suspension, the Certified Supplier shall continue to serve its existing End-use customers.

## 19.5. Effect of Termination on Certified Supplier's End-use Customers

In the event of termination, the Certified Supplier's End-use Customers shall be returned to the Company's Standard Offer Rate effective on each End-use Customer's next Meter Read Date after the date of termination.

## 19.6. Effect of Termination on Certified Supplier

- a) The Certified Supplier shall not be permitted to enroll any new End-use Customers in the Company's Customer Choice Program unless it re-registers in the Company's Customer Choice Program.
- b) During the period of time between the Certified Supplier's termination and the next Meter Read Dates for each of its End-use Customers, the Company shall serve the Certified Supplier's End-use Customers and shall charge the Certified Supplier for the Company's out-of-pocket costs paid for electric energy during that period, including transmission, distribution and all other applicable charges. End-use Customers will continue to be billed for charges from their Certified Supplier until the next Meter Read Dates. Beginning with the next Meter Read Dates for each of the Certified Supplier's End-use Customers on the Company's Standard Offer Rate, the Company shall serve the End-use Customers and shall bill the Certified Supplier for the Company's incremental cost for serving the load during the first June 1 through August 31 period after the Certified Supplier default. Incremental cost is defined as Company's out-of-pocket costs paid for electric energy during that period, including transmission, distribution and all other applicable charges.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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# SECTION XX DEFAULT, SUSPENSION, AND TERMINATION OF A CERTIFIED SUPPLIER (Contd.)

- c) The Company may charge the Certified Supplier for additional costs associated with the default such as:
  - 1) Mailings by the Company to the Certified Supplier's End-use Customers to inform them of the withdrawal and their options;
  - 2) Non-standard/manual bill calculations and production performed by the Company;
  - 3) Certified Supplier data transfer responsibilities that must be performed by the Company; and
  - 4) Charges or penalties imposed on the Company, its agents, or other third parties resulting from the Certified Supplier's termination.
- d) The Company may apply all of the Certified Supplier's credit, collateral, and charges collected by the Company from End-use Customers against the Company's Charges to the Certified Supplier.

## 19.7. Survival of Obligations

Default, suspension, or termination of a Certified Supplier for any reason shall not relieve the Company or the Certified Supplier from performing any other obligations under this Certified Supplier Tariff or the Certified Supplier Service Agreement.

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

P.U.C.O. Electric No. 20 Sheet No. 52.4 Canceling and Superseding Sheet No. 52.3 Page 1 of 1

## RATE CS CERTIFIED SUPPLIER CHARGES

#### **APPLICABILITY**

These Charges apply to Certified Suppliers registered to provide Competitive Retail Electric Service to End-use Customers located in the Company's service territory.

#### **TYPES OF CHARGES**

## **General Certified Supplier Fees**

Certified Supplier Registration Fee \$145.00

End-use Customer Enrollment/Switching Fee

(Excludes Governmental Aggregation enrollments/switches)

Pre-Enrollment End-use Customer Information List Fee \$150.00/List

(Issued quarterly)

Fee for Submitting Required Market Monitoring Reports for Certified Suppliers \$155.

\$155.00/Submission

5.00/Switch

**Customer Usage Request Charges** 

One month of electronic Interval Meter data \$ 24.00

Twelve months of electronic Interval Meter Data \$ 32.00

#### **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 Certified Supplier \$75.00/Hour

#### **Other Bill Preparation Requests**

Request by Certified Supplier for a one page Duplicate Bill	\$U.26/BIII
Fee for Providing Commission-Mandated Abandonment Notices as Bill Messages	\$0.22/Bill
Fee for Providing a Company Consolidated and Bill-Ready Residential Bill	\$0.056/Bill
Fee for Providing a Company Consolidated and Bill-Ready Commercial Bill	\$0.268/Bill
Fee for Providing a Company Consolidated and Bill-Ready Industrial Bill	\$3.266/Bill

Fee for Providing a Company Consolidated and Bill-Ready Bill to Other Public Authorities

Descript by Cartified Cumpliar for a one made Dumlicate Bill

\$0.649/Bill

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#### **BILLING TERMS AND CONDITIONS**

The billing terms and conditions for the above stated charges shall be in conformance with those specified in Section XII - Certified Supplier Billing Terms and Conditions, of the Certified Supplier 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 April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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