RESA Ex. 1 RESA-RFA-01-001

Duke Energy Ohio Case No. 20-53-GA-RDR RESA First Set of Request for Admissions Date Received: October 22, 2021

**RESA-RFA-01-001** 

#### **REQUEST:**

Admit that Duke Energy can submit an application to the Public Utilities Commission of Ohio for a standard service offer independent of the approval of the stipulation in this proceeding.

#### **RESPONSE:**

Objection. This request calls for a legal conclusion. Without waiving said objection, Duke Energy Ohio admits that it may voluntarily, but is neither under a legal obligation nor subject to any regulatory commitment, to submit an application to the Public Utilities Commission of Ohio for a standard service offer, independent of the approval of the stipulation in this proceeding.

**RESA-RFA-01-005** 

#### **REQUEST:**

Admit that the stipulation negotiations did not include any competitive retail natural gas suppliers.

#### **RESPONSE:**

Objection. This request is irrelevant and beyond the scope of RESA's limited intervention. Moreover, this request is duplicative of RESA-RFA-01-006 and thus is interpreted as intending to harass. Without waiving said objection, Duke Energy Ohio admits no competitive retail natural gas suppliers were parties to the proceedings at the time of negotiations. Duke Energy Ohio invited all parties to the proceedings to the stipulation negotiations at the time of the negotiations and was under no legal obligation to invite non-parties to settlement negotiations.

Duke Energy Ohio Case No. 20-53-GA-RDR RESA First Set of Requests for Admission Date Received: October 22, 2021 Date Supplemented: November 8, 2021

**RESA-RFA-01-006 Supplemental** 

#### **REQUEST:**

Admit that Duke Energy did not invite any competitive retail natural gas suppliers to participate in the stipulation negotiations.

**Supplemental Response November 8, 2021:** 

Admit.

PERSON RESPONSIBLE: Legal

#### **RESPONSE**:

Objection. This request is irrelevant and beyond the scope of RESA's limited intervention. Without waiving said objection, Duke Energy Ohio admits no competitive retail natural gas suppliers were parties to the proceedings at the time of negotiations. Duke Energy Ohio invited all parties to the proceedings to the stipulation negotiations at the time of the negotiations and was under no legal obligation to invite non-parties to settlement negotiations.

**RESA-RFA-01-007** 

#### **REQUEST:**

Admit that Duke Energy would expect to be involved in negotiations of any stipulation presented to the Commission that if approved would change the terms and conditions of Duke Energy's service to its customers.

#### **RESPONSE:**

Objection. This request is irrelevant and beyond the scope of RESA's limited intervention and misconstrues facts. The Stipulation does not change any terms or conditions of contracts or service that RESA provides to its customers or that competitive natural gas suppliers provide to their customers. Among other things, the stipulation provides for price to compare information to be included on Duke Energy Ohio's natural gas bills, provision of billing data to OCC, and creation of a transition to a competitive auction process for Duke Energy Ohio's default natural gas service, none of which changes any terms or conditions of service that RESA or suppliers provide to their customers. Without waiving said objection, Duke Energy Ohio admits it cares about its customers and would expect to be involved in negotiations that change the terms and conditions of Duke Energy Ohio's own tariffs.

**RESA-RFA-01-009** 

#### **REQUEST:**

Admit that shadow billing as proposed in the stipulation would not account for dollars paid by choice customers billed directly by the CRNG supplier for the supply of natural gas.

#### **RESPONSE:**

Admit. The shadow billing calculation is a financial calculation that compares the commodity charged by CRNGS Suppliers for those customers who are billed by Duke Energy Ohio to the charges that customers would have received if they purchased gas through the GCR, with appropriate adjustments for sales tax and riders.

**RESA-RFA-01-010** 

#### **REQUEST:**

Admit that shadow billing as proposed in the stipulation would only take into account volumes of gas purchased by choice customers billed on a consolidated billing basis by Duke Energy.

#### **RESPONSE:**

Admit. The shadow billing calculation is a financial calculation that compares the commodity charged by CRNGS Suppliers for those customers who are billed by Duke Energy Ohio to the charges that customers would have received if they purchased gas through the GCR, with appropriate adjustments for sales tax and riders.

**RESA-RFA-01-011** 

#### **REQUEST:**

Admit that as of today, Duke Energy does not have access to the dollar amounts charged by CRNG suppliers to customers that are not billed by Duke Energy on a consolidated billing basis for the supply of natural gas.

#### **RESPONSE:**

Admit.

**RESA-RFA-01-016** 

#### **REQUEST:**

Admit that the Commission's EnergyChoiceOhio apples-to-apples website provides customers with information on comparisons between supplier pricing offers and Duke Energy's GCR rate, whether an offered product is fixed or variable and the term of the offer.

#### **RESPONSE:**

Duke Energy Ohio admits that the Commission's EnergyChoiceOhio apples-to-apples website provides customers with information that among other things, includes but is not limited to, supplier pricing offers, Duke Energy's GCR rate, whether an offered product is fixed or variable and the initial term of the offer.



# **Standard Sales Offer Service**

09/14/2021

Privileged and prepared of the request of counsel



### **Disclaimer**

Duke Energy has prepared this presentation to explain its current plans as to the SSO auction process to facilitate working group discussion. Everything in this presentation is subject to change based on these working group meetings, Duke Energy's future determinations, and Commission decisions.

## **Agenda & Contacts**

- Auction Process
- Supplier Requirements
- Credit
- SSO Supplier's Failure to Perform
- Transportation Capacity
- Daily Nominations
- System Balancing
- Operational Flow Orders
- Supplier Billing
- Customer Billing
- Questions

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### **Auction**

- The Standard Sales Offer (SSO) Phase & Auction:
  - Auction will take place on Tuesday, January 11, 2022, at 9:30 am eastern time.
  - 2022-2024 SSO phase to begin on Tuesday, November 1, 2022, and end on March 31, 2024.
- SSO suppliers will serve all non-Choice customers with the following rates:
  - RS (Residential), GS-S (General Service Small), GS-L (General Service Large), RSLI (Residential Service Low Income Pilot)
- The eligible Choice customers are free to continue to migrate to and from transportation rates (RFT Residential Firm Transportation Service and FT-L Firm Transportation Service Large) to RS, GS-S, GS-L, RSLI monthly, as dictated per the Duke Energy Ohio ("Duke") tariff.
- The bids for the auction shall be a Retail Price Adjustment to the monthly NYMEX settlement price (same Retail Price Adjustment regardless of Duke delivery location) be fixed for the entire 17 months term applicable to 2022 - 2024 SSO phase.
- The Retail Price Adjustment for auction purposes shall be stated in dollars per Dth.

#### **Auction**

- The Auction will determine the RPA by awarding the winning bid to no fewer than three (3) SSO Suppliers for a maximum total of six (6) tranches. No Supplier will be awarded greater than two (2) tranches.
- The Auction RPA will establish a single price for all SSO Suppliers.
- The results of the Auction shall be kept confidential by Duke and all participants until the PUCO issues a Finding and Order accepting the results of the Auction and authorizing Duke to file tariff changes incorporating the results of the Auction.
- If the Auction fails to award all the biddable tranches, a subsequent Auction will be held on Tuesday, February 8, 2022, at 9:30 am eastern time.
  - In addition, will evaluate the previous auction to determine what, if any, variables of the auction will need to change for the subsequent auction.

## **SSO Supplier Eligibility Requirements**

- Complete a Notice of Interest Form; and
- Complete and sign Duke's SSO Supplier Credit Application and provide financial information required by Duke sufficient to perform Duke's credit assessment; and
- Pay a registration Credit Application fee; and
- Attend a Duke SSO Supplier Auction information event; and
- Be an approved replacement shipper on the Duke's pipeline suppliers; and
- Complete and sign Duke's SSO Gas Supplier Registration form; and
- Post the Auction Letter of credit collateral; and
- Be awarded one or more tranches with the Auction; and
- Complete and Sign the SSO Supplier Agreement; and
- Post the necessary collateral for the Supplier Default and to meet Duke's credit requirements; and
- Attend a Duke SSO Supplier procedure training event.

### **SSO Supplier Credit**

- Potential SSO Suppliers will pay financial evaluation fee.
- Financial evaluations will be based on standard credit practices such as reviewing third party credit ratings, trade references, bank information, SSO Supplier payment history, and related financial information that have been independently audited, if available.
- SSO Suppliers will have their creditworthiness assessed against exposures that include 150% of the tranches that they express the intent to bid on.
- SSO Suppliers not meeting the creditworthiness requirements will be required to provide additional security in a form and format specified by Duke to be approved by Duke for participation in the SSO Auction.
- Duke reserves the right to conduct re-evaluations of an SSO Supplier's financial standing from time to time.
- Each SSO Supplier shall provide Duke by the first of the month prior to the start of the SSO period a mutually agreeable irrevocable Letter of Credit in the amount of thirty-five cents per Dth (\$0.35/Dth) multiplied by the initial estimated annual delivery requirements for the SSO Period of the tranches won by that SSO Supplier.

### **Failure to Perform or Comply**

- If a SSO Supplier fails to deliver gas in accordance with this tariff, Duke shall supply gas temporarily to meet the needs for the defaulted SSO Supplier until the defaulting SSO Supplier's tranche demand volume requirement is assigned to the remaining SSO Suppliers.
- If a SSO Supplier fails to deliver gas in accordance with the full-service requirements of the SSO Supplier Agreement, or otherwise fails to comply with the provisions of this Tariff Sheet, including those specified in the Obligations to Duke section, Duke shall have the discretion to initiate the process to suspend temporarily or terminate such SSO Supplier's further Standard Sale Service and to recover damages related to that default.

## **Duke Interstate Capacity Portfolio for November 2022 – March 2024**

\* Summer = April 1st - October 31st

\* Winter = November 1st - March 31st

# - Expect release quantities per tranche

Pipeline	Svc Type	Duke Contract Number	Primary Receipt	Description	Primary Delivery	Description	Estimated per Tranche Dths
TXGAS	STF	37259	9185	TGT – ENABLE BOSSO	1229	TGT – DUKE ENERGY	WINTER = 9,473 SUMMER = 2,368
ССТ	FT1	34688	RAYNE	CGT ML POOL	MEANS	KOT – CGT INTERCONNECT	WINTER = 5,019 SUMMER = 3,234
ССТ	FT1	154403	LEACH	CGT – TCO INTERCONNECT	MEANS	KOT – CGT INTERCONNECT	WINTER = 2,151 SUMMER = 2,156
TGP	FTA	321248	420998	800 LEG POOL – ZONE L	420049	NORTH MEANS	WINTER = 2,458 SUMMER = 2,464
REX	FTS	954559	60062	EQT OVC/REX ISALY MONROE	60478	REX/DUKE DICKS CREEK POINT	WINTER = 5,869 SUMMER = 5,869
кот	FTS	001	KO MEANS	KOT – CGT INTERCONNECT	13-10	Duke/CGE	WINTER = 9,601 SUMMER = 7,832

- Duke will release to each SSO Supplier on a seasonal basis (April 1st and November 1st), with recall rights, a proportional quantity for each awarded tranche of the remaining Duke's firm transportation capacity after the Upstream Capacity Requirements (as described in the Rate FRAS, Full Requirements Aggregation Service, section of the Duke Gas Tariff) have been allocated.
- SSO Supplier will not be permitted to change any primary points of receipt or delivery associated with released pipeline transportation capacity.
- SSO Suppliers will be released capacity at the applicable pipeline's maximum tariff rate unless a discounted rate on the released capacity exists.
- The costs of the released transportation capacity will be invoiced by the pipelines and paid directly to the pipelines by the SSO Supplier.
- The released transportation capacity is subject to recall if:
  - SSO Supplier does not perform in accordance with the SSO Supplier Agreement; or
  - Fails to pay the pipeline charges for the transportation capacity; or
  - Fails to comply with other relevant provisions set forth in Duke's Tariff.

- SSO Supplier may re-release on a recallable basis any assigned transportation capacity; provided that:
  - SSO Supplier will continue to be responsible to the pipeline for all charges associated with the assigned capacity and will hold Duke harmless in the event charges are not paid.
  - Any re-release of such capacity remains subject to the requirements and restrictions identified in the Duke's Tariff and discount requirements.
  - Re-release does not remove the SSO Supplier's obligation in delivering the required daily volumes.
- SSO Suppliers will be required to deliver volumes daily that will exceed the transportation capacity released as part of the SSO Service.
- SSO Suppliers shall be required to secure additional city gate firm gas supply arrangements such that when combined with their assigned capacity is sufficient to meet a minimum of 100% of their Adjusted Targeted Supply Quantity (ATSQ) if the ATSQ is greater than the Maximum Design Quantity (MDQ).
- Duke will allow a physical call for any Duke city gate location (with prior approval from Duke) to cover an SSO Supplier MDQ.

- An SSO Supplier may request the ability to deliver gas to city gates that are not part of the capacity release portfolio for limited deliverable quantities.
  - The request must be made using the Nomination Request form located on Duke's EBB and be submitted no later than the 1:00 PM (Eastern Standard Time) on the third Friday of the prior month.
  - The quantities will be allocated based on the maximum operational volumes allowed per SSO Supplier and Choice Supplier based on the their calculated MDQ.
  - Duke will respond to the written request with the allowed allocated quantities per city gate.
- SSO Supplier will be required demonstrate supply arrangements to match the MDQ, for Duke's peak day demand, for each awarded tranche will be submitted no later than the 25th of the month prior to the start of each month during the winter season (November – March).
- Plan and proof of firm supply deliverability equivalent to the MDQ.

## **Daily Nominations**

- SSO Supplier ATSQ shall be the sum of the total firm forecasted demand minus the total Choice Suppliers demand plus forecasted interruptible demand minus the interruptible deliveries.
  - If needed, Duke may adjust its forecast methodology to respond to operational requirements in order to address excessive daily and/or monthly system imbalances.
- SSO Supplier will be required to assist in Duke's management of storage and balancing by delivering the ATSQ which includes adjustments to facilitate daily injections or daily withdrawals.
- Duke shall provide a ATSQ that shall be delivered to each city gate or zone.
- For planning purposes Duke will provide a projected ATSQ for November 1, 2022, on October 29, 2022.

### **Daily Nominations**

- No later than one hour prior to the NAESB deadline for the timely nomination cycle, SSO Supplier shall submit a valid nomination through Duke's EBB of its total city gate quantities of gas scheduled for the following gas day, allocated by city gate as directed by Duke.
  - An SSO Supplier will have the opportunity to make intraday changes in order to ensure the ATSQ volume is scheduled.
  - Duke will have no obligation to accommodate retroactive nominations, or changes thereto, that are made after the NAESB deadline for the intraday 3 nomination cycle.
  - Except on those days when Operational Flow Orders have been issued, if an SSO Supplier fails to deliver the daily ATSQ within a tolerance of plus or minus 1%, the SSO Supplier will be subjected to a daily penalty based on the per Dekatherm difference greater than the tolerance between the scheduled quantity (SQ) and the ATSQ multiplied by the higher of:
    - \$15/dth; or
    - Three times (3x) Platts' Gas Daily Daily TCO-App+ TCO SST fuel and transportation commodity variables; or
    - Three times (3x) Platts' Gas Daily Daily Texas Gas Zone 1 + Texas Gas STF fuel and transportation commodity variables.

Example 1: ATSQ = 15,000 Dths; SQ = 14,900 Dths; 1% Tolerance = 150 Dths; No Penalty incurred Example 2: ATSQ = 15,000 Dths; SQ = 14,800 Dths; 1% Tolerance = 150 Dths; Penalty based on 50 Dths

## **System Balancing**

- The differences between the actual deliveries through the Duke city gate meters and the total nominations to those meters will be managed by Duke as shown below.
- KO Transmission & Columbia Gas 13-10 Cinc Gas & Elec-10
  - Imbalances handled via swing of storage with Duke's Firm Storage Service (FSS) and utilizing Duke's Storage Service Transportation (SST).
  - Any overrun injection & withdraw charges for imbalances greater than the allowed with the FSS service will be shared on a pro-rata based on the scheduled quantity volumes from all Suppliers.
  - No imbalance cash out
- Columbia Gas –13-11 & 14 Duke Ohio-11, Duke Ohio-6
  - Imbalances handled via swing of storage with Duke's FSS and utilizing Duke's SST.
  - Any overrun injection & withdraw charges for imbalances greater than the allowed with the FSSS service will be shared on a pro-rata based on the scheduled quantity volumes from all Suppliers.
  - No imbalance cash out.

## **System Balancing**

- Texas Gas 1229 Duke Shipper Point
  - Imbalances handled via the Duke No Notice Storage (NNS) service.
  - Any overrun injection & withdraw charges for imbalances greater than the allowed with the NNS service will be shared on a pro-rata based on the scheduled quantity volumes from all Suppliers.
  - No Imbalance cash out.
- Rockies Express 60478 Dicks Creek
  - Duke has an Operation Balancing Agreement (OBA) in place.
  - Imbalances are Duke managed to ensure minimal imbalances. Any pipeline operational flow order penalties will be share on a pro-rate basis if it is determined the penalty is a result of a Supplier.
  - Imbalance <= 6,000 Dths rolls month to month.</p>
  - Imbalance > 6,000 Dths is cashed out.

## **System Balancing**

- Texas Eastern 72908/70521 Springboro/Dicks Creek Points
  - Duke has an Operation Balancing Agreement (OBA) in place.
  - Imbalances are Duke managed to ensure minimal imbalances. Any pipeline operational flow order penalties will be share on a pro-rate basis if it is determined the penalty is a result of a Supplier.
  - The OBA month-end imbalance rolls from month to month.
  - Imbalance is not cashed out.
- ANR 22986 Springboro Point
  - Duke has an Operation Balancing Agreement (OBA) in place.
  - Imbalances are Duke managed to ensure minimal imbalances. Any pipeline operational flow order penalties will be share on a pro-rate basis if it is determined the penalty is a result of a Supplier.
  - The OBA month-end imbalance rolls from month to month.
  - Imbalance is not cashed out.

### **Operational Flow Orders**

- Duke may issue an Operational Flow Order (OFO), at its discretion, as specified in this section upon determination that an action is required to:
  - Protect the integrity of Duke's gas system; and/or
  - Assure deliveries or gas supplies to all firm customers; and/or
  - To maintain adequate storage inventory balances; and/or
  - Adhere to the various interstate pipeline companies' balancing and operational requirements, as stated in their FERC approved gas tariffs under which served Duke.
- Duke will post the OFO notice via Duke's EBB.
- An OFO may be issued to any one or multiple Brokers and Suppliers or all Suppliers and Brokers delivering gas to Duke's city-gates, on a system-wide basis when necessary.
- Duke will make every effort to give minimum of 24 hours' notice of an OFO. If the risk of a
  potential future critical issue is identified, Duke will attempt to post an OFO Alert notice in
  Duke's EBB in advance.

### **Operational Flow Orders**

- An under-deliveries OFO is an OFO that requires SSO Suppliers, when required, to schedule quantities at a level equal to or greater than the ATSQ. Typically, this type of OFO is seen in the winter.
- An over-deliveries OFO is an OFO that requires SSO Suppliers, when required, to schedule quantities at a level equal to or less than the ATSQ. Typically, this type of OFO is seen in the summer.
- On days when an OFO is in effect, if an SSO Supplier fails to deliver in accordance with the OFO, the SSO Supplier will be subjected to a daily penalty based on the per Dekatherm difference between the scheduled quantity (SQ) and the ATSQ multiplied by the higher of:
  - \$50/dth; or
  - Three times (3x) Platts' Gas Daily Daily TCO-App + TCO SST fuel and transportation commodity variables; or
  - Three times (3x) Platts' Gas Daily Daily Texas Gas Zone 1 + Texas Gas STF fuel and transportation commodity variables.

## **Supplier Billing**

- On a monthly basis Duke will generate an invoice in which:
  - If the SSO Supplier owes Duke, the invoice will be paid within 10 calendar days of receipt; and
  - If Duke owes the SSO Supplier, the invoice will be paid by the 20th calendar day of the following month via wire or ACH; and
  - If the payment date falls on a weekend or holiday, payment will be made the next business day.
- Duke will pay the winning SSO Suppliers the Retail Price Adjustment plus the monthly NYMEX Price for the scheduled quantities received at Duke's city gates which should be equal to the Adjusted Target Supply Quantity (ATSQ) per dekatherm.

### **Customer Billing**

- The Standard Sales Offer Rate equals the per dekatherm total price of Duke Retail Price Adjustment ("RPA") established for the length of the Standard Sales Offer Service period per dth, plus the final settlement price of the NYMEX natural gas futures contract each month ("NYMEX Price") during the Standard Sales Offer period.
- The RPA plus NYMEX Price shall be expressed as the SSO Price per Dth converted to Mcf/CCF via a monthly system BTU.
- Duke shall indicate on each customer's bill the Standard Sales Offer rate expressed in dollars and cents per MCF or CCF and the total charge attributable to the Standard Sales Offer rate expressed in dollars and cents.
- The monthly updated Standard Sales Offer rate shall become effective and shall be applied to customer bills for service rendered on or after the thirtieth (30th) day following the filing date established by the Commission.
- Duke will apply the Standard Sales Offer rate which was effective at the beginning of the billing cycle for the start of revenue month.

### **Customer Billing**

- The Standard Sales Offer Cost Reconciliation (SSOCR) Rider, applicable for customers with the rates RS, RSLI, GS-S, and GS-L will recover or pass back applicable incremental costs associated with Company's Standard Service Offer, including, but not limited to the following:
  - Any incremental provider-of-last-resort costs, and/or
  - Costs associated with managing the annual auction for SSO suppliers, and/or
  - Adjustments to charges billed through the SSOCR Rider during prior period(s), and/or
  - Costs associated with storage from the Company's storage service providers and any transportation costs needed to utilize storage, and/or
  - Revenues and penalties received from Rider EFBS, Rider FBS and Rate IMBS for balancing services, and/or
  - Charges that Duke Energy Ohio pays Duke Energy Kentucky for deliveries from Duke Energy Kentucky's system into Duke Energy Ohio's system.
  - The reconciliation of actual costs to SSO revenue.

### **Customer Billing**

- The Auction Transition Cost (ATC) Rider will be applicable to all firm sales (RS, RSLI, GS-S & GS-L) and firm residential transportation (RFT & RFTLI) Customers.
- The ATC Rider will recover or pass back applicable incremental costs associated with Company's Choice Program and Standard Service Offer Auction, including, but not limited to the following:
  - SSO Transition Costs (including but not limited to, incremental external labor and consultants necessary to expedite preparation of its Auction Application and obtain approval thereof) shall be recovered; and/or
  - Other costs or credits applicable to SSO Service or the Customer Choice Program as approved by the Commission.
- The SSOCR and ATC Rider shall be updated quarterly.

# **Questions**



#### **REQUESTS FOR ADMISSIONS**

RFA 1-1. Admit that Duke Energy can submit an application to the Public Utilities

Commission of Ohio for a standard service offer independent of the approval of the stipulation in this proceeding.

**RESPONSE:** Admit

RFA 1-2. Admit that the only parties subject to the terms and conditions of the stipulation are Staff of the PUCO, Duke Energy, the Ohio Energy Group and OCC.

**RESPONSE:** Objection. OCC objects on the grounds that the phrase "subject to the terms and conditions" is vague and ambiguous. Without waiving any objections, OCC responds as follows: Deny

RFA 1-3. Admit that none of the signatory parties to the stipulation directly represent the interests of competitive retail natural gas suppliers.

**RESPONSE:** Admit

RFA 1-4. Admit that the stipulation negotiations did not include any competitive retail natural gas suppliers.

**RESPONSE:** Admit

RFA 1-5. Admit that OCC did not invite any competitive retail natural gas suppliers to participate in the stipulation negotiations.

**RESPONSE:** Admit

#### Re: [EXTERNAL] RE: CONFIDENTIAL SETTLEMENT DISCUSSIONS, MGP/ TCJA

Healey, Christopher < Christopher. Healey@occ.ohio.gov>

Mon 8/30/2021 11:11 AM

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You have authority to sign my name on behalf of OCC as a signatory party.

Thank you and all for your work toward this settlement.

Best, Chris

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Summary: Exhibit RESA Exhibits 1,2,4,5-10,28,29,31 electronically filed by Mr. Ken Spencer on behalf of Armstrong & Okey, Inc. and Gibson, Karen Sue Mrs.