

LARGE FILING SEPERATOR SHEET

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Gas and Electric
tariffs

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 91.2
Cancels and Supersedes
Sheet No. 91.1
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.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 92.2
Cancels and Supersedes
Sheet No. 92.1
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.

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P.U.C.O. Electric No. 19
Sheet No. 93.1
Cancels and Supersedes
Sheet No. 93
Page 1 of 2

COGENERATION AND SMALL POWER PRODUCTION SALE AND PURCHASE TARIFF

APPLICABILITY

The provisions of this tariff are applicable to qualifying cogeneration and small power production facilities with capacity of 100 kW or less as adopted by the Federal Energy Regulatory Commission (FERC), Title 18 CFR Part 292.201 through 292.207.

DEFINITIONS

Definitions of the following terms are as adopted by the FERC, Title 18 CFR Part 292.101:

- | | |
|-------------------------------------|--------------------------|
| (1) Qualifying Facility | (6) Interconnection Cost |
| (2) Cogeneration Facility | (7) Supplementary Power |
| (3) Small Power Production Facility | (8) Back-up Power |
| (4) Purchase | (9) Interruptible Power |
| (5) Sale | (10) Maintenance Power |
| | (11) System |

OBLIGATIONS

- (1) Purchases
The Company shall purchase from qualifying facilities in accordance with Part 292.304.
- (2) Sales
The Company shall sell to qualifying facilities in accordance with Part 292.305.
- (3) Interconnections
The Company shall make interconnections with qualifying facilities as may be necessary to accomplish purchases or sales and the qualifying facility will pay for the interconnection costs in accordance with Part 292.306. Interconnection costs will be paid over a period not to exceed thirty-six (36) months as mutually agreed upon by the qualifying facility and the Company.
- (4) System Emergencies
During system emergencies the Company may discontinue purchases and sales or the qualifying facilities may be required to provide energy or capacity in accordance with Part 292.304(f) and 292.307.
- (5) Service Agreement
The qualifying facility shall enter into a written Service Agreement with the Company.

STANDARDS FOR OPERATING RELIABILITY

The technical requirements necessary for operating reliability are set forth in the Company's procedure entitled "Guideline Technical Requirements for Parallel Operation of Customer Generation on the Secondary Distribution System."

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Sheet No. 93.1
Cancels and Supersedes
Sheet No. 93
Page 2 of 2

RATE SCHEDULES

Rates for Purchases from qualifying facilities:

Time of Day Metering

	<u>¢/kWh</u>
On Peak - Weekdays excluding holidays 8:00 a.m.-11:00 p.m.	2.0794
Off Peak - All Other Hours	1.8898

No Time of Day Metering

All Hours	1.8898
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Rates for Sales of supplemental power, back-up power, interruptible power, or maintenance power to qualifying facilities will be accomplished through applicable tariff schedules as filed with the Public Utilities Commission of Ohio.

TERMS AND CONDITIONS

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Sheet No. 95.2
Cancels and Supersedes
Sheet No. 95.1
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 (En-Focus™)	\$20.00 per month

EN-FOCUS™

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.

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P.U.C.O. Electric No. 19
Sheet No. 96.1
Cancels and Supersedes
Sheet No. 96
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

Installation Charges of Interval Meters and Equipment

Replace Meter with Interval Meter & Modem - 15 minute intervals	\$446.00
Replace Meter with Interval Meter & Modem - 5 minute intervals	\$968.00
Installation of Meter Pulse Equipment	\$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.

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Sheet No. 98.7
Cancels and Supersedes
Sheet No. 98.6
Page 1 of 4

**RIDER GSS
GENERATION SUPPORT SERVICE**

APPLICABILITY

Applicable to any general service customer having generation equipment capable of supplying all or a portion of its power requirements for other than emergency purposes and who requires supplemental, maintenance or backup power. Power requirements for Supplemental Power Service, Maintenance Power Service and Backup Power Service may be provided by the Company or a Certified Supplier.

TYPE OF SERVICE

Service will be rendered in accordance with the specifications of the Company's applicable distribution voltage service or transmission voltage service tariff schedules.

NET MONTHLY BILL

The provisions of the applicable distribution service or transmission service tariff schedule and all applicable riders shall apply to Supplemental Power Service, Maintenance Power Service and Backup Power Service except where noted otherwise. The monthly Administrative Charge and the Monthly Reservation Charges as shown shall apply only to Maintenance Power Service and Backup Power Service.

1. Administrative Charge
The Administrative Charge shall be \$75 plus the appropriate Customer Charge.
2. Monthly Distribution Reservation Charge
 - a. Rate DS – Secondary Distribution Service \$3.7908 per kW
 - b. Rate DP – Primary Distribution Service \$2.9370 per kW
 - c. Rate TS – Transmission Service \$0.1960 per KVA
3. Monthly Transmission Cost Recovery Reservation Charge
 - a. Rate DS – Secondary Distribution Service Per Rider TCR
 - b. Rate DP – Primary Distribution Service Per Rider TCR
 - c. Rate TS – Transmission Service Per Rider TCR
4. Supplemental Power Service
The customer shall contract with the Company for the level of demand required for Supplemental Power Service. All Supplemental Power shall be billed under the terms and charges of the Company's applicable full service tariff schedules. All power not specifically identified and contracted by the customer as Maintenance Power or Backup Power shall be deemed to be Supplemental Power.

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Sheet No. 98.7
Cancels and Supersedes
Sheet No. 98.6
Page 2 of 4

NET MONTHLY BILL (Contd.)

5. Maintenance Power Service

Requirements -

The customer shall contract with the Company for the level of demand required for Maintenance Power. The contracted level of Maintenance Power shall be the lesser of: 1) the transmission and/or distribution capacity required to serve the contracted load; or, 2) the demonstrated capacity of the customer's generating unit(s) for which Maintenance Power is required. The customer's Maintenance Power requirements for each generating unit must be submitted to the Company at least sixty (60) days prior to the beginning of each calendar year. Within thirty (30) days of such submission, the Company shall respond to the customer either approving the Maintenance Power schedule or requesting that the customer reschedule those Maintenance Power requirements. For each generating unit, the customer may elect Maintenance Power Service for up to thirty (30) days in any twelve month period with no more than two (2) days consecutively during the summer billing periods of June through September and those must be during the Company's off-peak periods. The customer may request an adjustment to the previously agreed upon Maintenance Power schedule up to three weeks prior to the scheduled maintenance dates. The adjusted dates must be within one (1) week of the previously scheduled dates and result in a scheduled outage of the same seasonal and diurnal characteristics as the previously scheduled maintenance outage. The Company shall respond to the customer's request for an adjustment within one (1) week of that request. The Company may cancel a scheduled Maintenance Power period, with reason, at any time with at least seven (7) days notice to the customer prior to the beginning of a scheduled maintenance outage if conditions on the Company's electrical system warrant such a cancellation. Any scheduled Maintenance Power period cancelled by the Company shall be rescheduled subject to the mutual agreement of the Company and the customer.

Billing -

All power supplied under Maintenance Power Service shall be billed at the applicable rate contained in the Company's full service tariff schedules except for the following modifications: 1) the demand ratchet provision of the Company's full service tariff schedules shall be waived; and 2) the demand charge for Generation shall be fifty (50) percent of the applicable full service tariff Generation demand charge prorated by the number of days that Maintenance Power is taken; and 3) the Distribution, Transmission and Ancillary Services Charges contained in the full service tariff schedules shall be replaced by the Monthly Reservation Charges.

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Sheet No. 98.6
Page 3 of 4

NET MONTHLY BILL (Contd.)

6. Backup Power Service

Requirements –

The customer shall contract with the Company for the level of demand required for Backup Power. The contracted level of Backup Power shall be the lesser of: 1) the transmission and/or distribution capacity required to serve the contracted load; or, 2) the demonstrated capacity of the customer's generating unit(s) for which Backup Power is required. The customer shall notify the Company by telephone within one-hour of the beginning and end of the outage. Within 48 hours of the end of the outage, the customer shall supply written notice to the Company of the dates and times of the outage with verification that the outage had occurred. If the customer can reasonably withstand interruption of the Company's backup power supply, the customer may opt for interruptible Backup Power Service. The notification period for interruption shall be one (1) hour. If the customer fails to respond to the Company's interrupt order, the customer's backup power shall be billed at the firm Backup Power rate and shall be assessed an additional fifty (50) percent of the firm Backup Power rate for all Backup Power taken. Should the customer fail to respond to two (2) consecutive interrupt orders or four (4) interrupt orders in any twelve month period, the Company may require the customer to take Backup Power Service under the firm Backup Power rate provisions.

Billing –

All Backup Power will be billed at the applicable rate contained in the Company's full service tariff schedules except for the following modifications: 1) the demand ratchet provision of the Company's full service tariff schedules is waived; 2) the demand charge for Generation shall be the applicable full service tariff schedule Generation demand charge prorated by the number of days that Backup Power is taken; and 3) the Distribution, Transmission and Ancillary Service Charges contained in the full service tariff schedules shall be replaced by the Monthly Reservation Charges. Customers who take interruptible Backup Power Service will receive a fifty (50) percent reduction in the Generation demand charge for the Backup Power taken.

7. Monthly Reservation Charges

The Monthly Distribution Reservation Charge, Monthly Transmission Reservation Charge and the Monthly Ancillary Services Charge items shown above shall be based on the greater of the contracted demand for Maintenance Power or Backup Power, including interruptible Backup Power. However, where the customer chooses to have both the customer's Backup Power and Maintenance Power provided by a Certified Supplier, only the Monthly Distribution Reservation Charge shall be applicable.

METERING

Recording meters, as specified by the Company, shall be installed where necessary, at the customer's expense. All metering equipment shall remain the property of the Company.

DEFINITIONS

Supplemental Power Service – a service which provides distribution and/or transmission capacity to the customer as well as the energy requirements, which requirements may be provided by the Company or a Certified Supplier, for use by a customer's facility in addition to the electric power which the customer ordinarily generates on its own.

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Sheet No. 98.7
Cancels and Supersedes
Sheet No. 98.6
Page 4 of 4

DEFINITIONS (Contd.)

Maintenance Power Service – a contracted service which provides distribution and/or transmission capacity as well as the energy requirements, which requirements may be provided by the Company or a Certified Supplier, for use by the customer during scheduled outages or interruptions of the customer's own generation.

Backup Power Service – a contracted service which provides distribution and/or transmission capacity as well as the energy requirements, which requirements may be provided by the Company or a Certified Supplier, for use by the customer to replace energy generated by the customer's own generation during an unscheduled outage or other interruption on the part of the customer's own generation.

TERMS AND CONDITIONS

The term of contract shall be for a minimum of five (5) years.

The customer shall be required to enter into a written Service Agreement with the Company which shall specify the type(s) of service required, notification procedures, scheduling, operational requirements, the amount of deviation from the contract demand to provide for unavoidable generation fluctuations resulting from normal mechanical factors and variations outside the control of the customer, level of demand and energy required, and whether the source of under this rider shall be provided by the Company or a Certified Supplier.

The customer is required to adhere to the Company's requirements and procedures for interconnection as set forth in the Company's publication, "Guideline Technical Requirements for Customer Generation" which is provided to customers requesting service under this rider.

The cost of any additional facilities associated with providing service under the provisions of this rider shall be borne by the customer.

Changes in contracted demand levels may be requested by the customer once each year at the contract anniversary date. This request shall be made at least thirty (30) days in advance of the contract anniversary date.

The Company may enter into special agreements with customers which may deviate from the provisions of this rider. Such agreements shall address those significant characteristics of service and cost which would influence the need for such an agreement.

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Sheet No. 99.1
Cancels and Supersedes
Sheet No. 99
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.

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Sheet No. 99.1
Cancels and Supersedes
Sheet No. 99
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.

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Sheet No. 103.1
Cancels and Supersedes
Sheet No. 103
Page 1 of 1

RIDER MSR-E

MERGER SAVINGS CREDIT RIDER – ELECTRIC

APPLICABILITY

Applicable to all retail sales in the Company's electric service area excluding Interdepartmental sales.

MERGER SAVINGS CREDIT RIDER FACTORS

The applicable energy charges for electric service shall be decreased monthly to reflect the sharing of the merger savings, net of merger costs, per the merger savings sharing plan approved by the Commission in Case Nos. 05-0732-EL-MER, 05-0733-EL-AAM and 05-0974-GA-AAM. This Rider shall remain in effect for the period of January 1, 2006 through December 31, 2006, with true up following December 31, 2006 for credits more or less than the total amount approved by the Commission in Case Nos. 05-0732-EL-MER, 05-0733-EL-AAM and 05-0974-GA-AAM.

If for any reason, the merger is not ultimately approved and/or consummated this Rider is subject to reversal. Reversal of this Rider is to be accomplished through a rate surcharge under which the Company would recapture all previously credited amounts approved by the Commission in Case Nos. 05-0732-EL-MER, 05-0733-EL-AAM and 05-0974-GA-AAM.

<u>Rate Group</u>	<u>Rate</u> \$/kWh
Rate RS, Residential Service	0.001419
Rate CUR, Common Use Residential Service	0.001419
Rate ORH, Optional Residential Service with Electric Space Heating	0.001419
Rate TD, Optional Time-of-Day Rate	0.001419
Rate DS, Service at Secondary Distribution Voltage Service	0.000449
Rate EH, Optional Rate for Electric Space Heating	0.000449
Rate DM, Secondary Distribution Service – Small	0.000449
Rate GS-FL, Optional Unmetered for Small Fixed Loads	0.000449
Rate SFL-ADPL, Optional Unmetered Rate for Small Fixed Loads Attached Directly to Company's Power Lines	0.000449
Rate DP, Service at Primary Distribution Voltage	0.000449
Rate TS, Service at Transmission Voltage Primary Voltage	0.000449
Rate SL, Street Lighting Service	0.000449
Rate TL, Traffic Lighting Service	0.000449
Rate OL, Outdoor Lighting Service	0.000449
Rate NSU, Street Lighting Service for Non-Standard Units	0.000449
Rate NSP, Private Outdoor Lighting for Non-Standard Units	0.000449
Rate SC, Street Lighting Service – Customer Owned	0.000449
Rate SE, Street Lighting Service – Overhead Equivalent	0.000449
Rate UOL, Unmetered Outdoor Lighting Electric Service	0.000449

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P.U.C.O. No. 1
Sheet No. 1.5
Cancels and Supersedes
Sheet No. 1.4
Page 1 of 6

RATE PA

POLE ATTACHMENT/OCCUPANCY TARIFF

APPLICABILITY

Applicable to attachments/occupancies by any person or entity other than a public utility to any pole/conduit of the Company within its entire territory or occupancy by any person or entity of any conduit of the Company by a licensee; i.e., a person who enters into an Agreement with the Company.

ATTACHMENT CHARGES

An annual rental of \$4.25 per pole shall be charged for the use of the Company's poles. The charge will apply if any portion of a pole is occupied or reserved at the licensee's request.

An initial contact fee of \$1.00 per pole, will be charged by the Company.

PAYMENT

Rental payments shall be made on the anniversary of the agreement. When payments are not made, the invoiced amount shall include an additional amount equal to one and one-half percent (1.5%) of the unpaid balance.

As new attachments/occupancies are made after the initial rental year, rentals for such attachments/occupancies shall be paid for the entire year if made within the six-month period after any anniversary date, and for one-half year if made during the following six-month period. For any attachments/occupancies removed by licensee and for which the Company shall have received written notice from licensee, the yearly rental shall be adjusted on the same basis.

TERMS AND CONDITIONS

1. Before any attachments/occupancies is made by licensee, it shall make written application for permission to install attachments/occupancies on any pole/conduit of the Company, specifying the location of each pole/conduit in question, the character of its proposed attachments/occupancies and the amount and location of space desired. Within 30 days after receipt of such application, the Company shall notify licensee in writing whether or not it is willing to permit the attachments/occupancies and, if so, under what conditions. The Company shall have the sole right to determine the availability of such pole/conduit for joint use and shall be under no obligation to grant permission for its use by licensee. If such permission is granted, licensee shall have the right to occupy the space allotted by the Company under the conditions specified in such permit and in accordance with the terms of the Agreement but Company shall not be required to set a pole/conduit for the sole use by licensee.

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P.U.C.O. No. 1
Sheet No. 1.5
Cancels and Supersedes
Sheet No. 1.4
Page 2 of 6

TERM AND CONDITIONS (Contd.)

2. Upon the execution of the Agreement and before any attachments/occupancies are made by licensee, licensee shall send the Company all manufacturer's technical manuals and information, and construction standards and manuals regarding the equipment licensee proposes to use pursuant to the provisions of the Agreement.
3. All attachments/occupancies are to be placed on poles/conduits of the Company in a manner satisfactory to the Company and so as not to interfere with the present or any future use which the Company may desire to make of such poles/conduits, wires or other facilities. All attachments/occupancies shall be installed and maintained by licensee so as to comply at least with the minimum requirements of the National Electrical Safety Code and any other applicable regulations or codes promulgated by federal, state, local or other governmental authority having jurisdiction. Licensee shall take any necessary precautions, by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of licensee's attachments/occupancies on the Company's poles/conduits. The Company shall be the sole judge as to the requirements for the present or future use of its poles/conduits and equipment and of any interference therewith.
4. In any case where it is necessary for the Company to replace a pole/conduit because of the necessity of providing adequate space or strength to accommodate the attachments/occupancies of licensee thereon, either at the request of licensee or to comply with the above codes and regulations, the licensee shall pay the Company the total cost of this replacement. Such cost shall be the total estimated cost of the new pole/conduit including material, labor, and applicable overheads, plus the cost of transferring existing electric facilities to the new pole/conduit, plus the cost of removal of the existing pole/conduit and any other incremental cost required to provide for the attachments/occupancies of the licensee, including any applicable taxes the Company may be required to pay because of this change in plant, minus salvage value of any facilities removed.

Licensee shall also pay to the Company and other owners thereof the cost of removing all existing attachments/occupancies from the existing pole/conduit and re-establishing the same or like attachments/occupancies on the newly installed pole/conduit. The new pole/conduit shall be the property of the Company regardless of any payments by licensee towards its cost and licensee shall acquire no right, title or interest in such pole/conduit.

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Duke Energy Ohio
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Cincinnati, Ohio 45202

P.U.C.O. No. 1
Sheet No. 1.5
Cancels and Supersedes
Sheet No. 1.4
Page 3 of 6

TERM AND CONDITIONS (Contd.)

5. If licensee's proposed attachments/occupancies can be accommodated on existing poles/conduits of the Company by rearranging facilities of the Company and of other licensees or permittees thereon and if the Company and other licensees or permittees are willing to make such rearrangement, such rearrangement shall be made by the Company and such other licensees or permittees, and licensee shall on demand reimburse the Company and such other licensees or permittees for any expense incurred by them in transferring or rearranging such facilities. Any additional guying required by reason of the attachments/occupancies of licensee shall be made by licensee at its expense, and to the satisfaction of the Company.
6. The Company reserves the right to inspect each new installation of licensee on its poles/conduits and to make periodic inspections, semi-annually or more often as conditions may warrant, and licensee shall, on demand, reimburse the Company for the expense of such inspections. The Company's right to make such inspections and any inspection made pursuant to such right shall not relieve licensee of any responsibility, obligation, or liability imposed by law or assumed under the Agreement.
7. Whenever the Company notifies licensee in writing that the attachments/occupancies of licensee interfere with the operation of facilities of the Company or other licensee or permittee, or constitute a hazard to the service rendered by the Company or other licensee or permittee, or fail to comply with codes or regulations above-mentioned, licensee shall within 10 days after the date of such notice, remove, rearrange, or change its attachments/occupancies as directed by the Company. In case of emergency, the Company reserves the right to remove or relocate the attachments/occupancies of licensee at licensee's expense and without notice, and no liability therefor shall be incurred by the Company because of such action.
8. Licensee agrees to indemnify and save harmless the Company from and against any and all liability, loss, damage, costs, attorney fees, or expense, of whatsoever nature or character, arising out of or occasioned by any claim or any suit for damages, injunction or other relief, on account of injury to or death of any person, or damage to any property including the loss of use thereof, or on account of interruption of licensee's service to its subscribers or others, or for public charges and penalties for failure to comply with federal, state or local laws or regulations, growing out of or in connection with any act or omission, negligent or otherwise, of licensee or its servants, agents or subcontractors in the attachment/occupancy, operation and maintenance of facilities of licensee on the poles/conduits of the Company, and in the performance of work hereunder, whether or not due in whole or in part to any act, omission or negligence of the Company or any of its representatives or employees (except insofar as such indemnity arising out of such injury or damage caused by the sole negligence of the Company or such representatives or employees may be judicially found to be contrary to law, in which case this Agreement of indemnity shall in all other respects be and remain effective and binding). The Company may require licensee to defend any suits concerning the foregoing, whether such suits are justified or not.

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P.U.C.O. No. 1
Sheet No. 1.5
Cancels and Supersedes
Sheet No. 1.4
Page 4 of 6

TERM AND CONDITIONS (Contd.)

9. Licensee agrees to obtain and maintain at all times during the period licensee has attachments/occupancies on the Company's pole/conduits, policies of insurance as follows:
 - (a) Public liability and automobile liability insurance for itself in an amount as specified by the Company for bodily injury to or death of any one person, and, subject to the same limit for any one person, in an aggregate amount as specified by the Company for any one occurrence.
 - (b) Property damage liability insurance for itself in an amount as specified by the Company for any one occurrence.
 - (c) Contractual liability insurance in amounts as specified by the Company to cover the liability assumed by the licensee under the agreements of indemnity set forth in the Agreement.
10. Prior to making attachments/occupancies to the Company's poles/conduits, licensee shall furnish to the Company two copies of a certificate, from an insurance carrier acceptable to the Company, stating that policies of insurance have been issued by it to licensee providing for the insurance listed above and that such policies are in force. Such certificate shall state that the insurance carrier will give the Company 30 days prior written notice of any cancellation of or material change in such policies. The certificate shall also quote in full the agreements of indemnity set forth in the Agreement as evidence of the type of contractual liability coverage furnished. If such certificate recites that it is subject to any exceptions or exclusions contained in the policy or policies of insurance, such exceptions or exclusions shall be stated in full in such certificate, and the Company may, at its discretion, require licensee before starting work, to obtain policies of insurance which are not subject to any exceptions or exclusions which the Company finds objectionable.
11. The Company reserves the right, without liability to licensee or its subscribers, to discontinue the use of, remove, replace or change the location of any or all of the Company's poles/conduits, attachments/occupancies or facilities regardless of any occupancy of the Company's poles/conduits by licensee, and licensee shall, at its sole cost and within 10 days after written notice by the Company make such changes in, including removal or transfer of, its attachments/occupancies as shall be required by such action of the Company.
12. Licensee may at any time abandon the use of a jointly used pole/conduit hereunder by removing therefrom all of its attachments/occupancies and by giving written notice thereof to the Company.

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P.U.C.O. No. 1
Sheet No. 1.5
Cancels and Supersedes
Sheet No. 1.4
Page 5 of 6

TERM AND CONDITIONS (Contd.)

13. Licensee shall secure any right, license or permit from any governmental body, authority, or other person or persons which may be required for the construction or maintenance of attachments/occupancies of licensee, at its expense. The Company does not guarantee any easements, rights-of-way or franchises for the construction and maintenance of such attachments/occupancies. Licensee hereby agrees to indemnify and save harmless the Company from any and all claims, including the expenses incurred by the Company to defend itself against such claims, resulting from or arising out of the failure of licensee to secure such right, license, permit or easement for the construction or maintenance of such attachments/occupancies on the Company's pole/conduits.
14. Electric service for power supplies of a licensee shall be supplied from the lines of the Company in a manner specified by the Company.
15. The Company shall have the right, from time to time during the term of the Agreement, to grant, by contract or otherwise, to others not parties to the Agreement, rights or privileges to use any pole/conduits covered by the Agreement, and the Company shall have the right to continue and extend any such rights or privileges heretofore granted. The attachment/occupancy privileges granted hereunder shall at all times be subject thereto.
16. Licensee shall furnish bond, as specified by the Company, to guarantee the performance of the obligations assumed by licensee under the terms of the Agreement not otherwise covered by the insurance required by paragraph 9. Such bond shall be submitted to the Company prior to licensee's making attachment/occupancy to the Company's poles/conduits.
17. In case one party is obligated to perform certain work at its own expense and the parties mutually agree in writing that it is desirable for the other party to do such work, then such other party shall promptly do the work at the sole expense of the party originally obligated to perform the same. Bills for expense so incurred shall be due and payable within 30 days after presentation.
18. If licensee fails to comply with any of the provisions of the Agreement or defaults in the performance of any of its obligations under the Agreement and fails within 60 days after written notice from the Company to correct such default or non-compliance, the Company may, at its option, forthwith terminate the Agreement, or the specific permit or permits covering the poles/conduits and licensee's attachments/occupancies to which such default or non-compliance is applicable, and remove attachments/occupancies of licensee at licensee's expense, and no liability therefor shall be incurred by the Company because of such action.

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P.U.C.O. No. 1
Sheet No. 1.5
Cancels and Supersedes
Sheet No. 1.4
Page 6 of 6

TERM AND CONDITIONS (Contd.)

19. The area covered by the Agreement is set forth on a map, attached to, and made a part of the Agreement. Such area may be extended or otherwise modified by a supplemental agreement mutually agreed upon and signed by the parties to an Agreement with a new map attached thereto showing the changed area to be thereafter covered by the Agreement. Such supplement shall be effective as of the date of final execution thereof and shall be attached to all executed copies of the Agreement.
20. If licensee does not exercise the rights herein granted within six months from the execution date of an agreement, the Agreement shall be void. The Agreement shall start as of the execution date thereof and shall continue for a period of one year and shall be self-renewing from year to year thereafter unless terminated by either party's giving to the other party written notice at least 60 days prior to the end of any yearly term. Licensee shall completely remove its attachments/occupancies from the Company's poles/conduits on or prior to the termination date, unless a new agreement covering such poles/conduits has been executed by the parties hereto.
21. The Agreement shall be binding upon and inure to the benefit of the parties thereto, their respective successors and/or assigns, but licensee shall not assign, transfer or sublet any of the rights hereby granted or obligations hereby assumed without the prior written consent of the Company.
22. The licensee may be required to pay a cash deposit to the Company in order to establish or re-establish credit in an amount not in excess of the total annual rental fees. After the licensee has established a reasonable credit record by paying the rental fees for two consecutive years within the time specified in the Agreement, the Company shall apply the deposit plus an accrued interest to the next annual rental fee amount which is due and payable with the next subsequent anniversary date. The Company shall pay interest thereon in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code.

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, as provided by law.

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**SCHEDULE OF RATES, CLASSIFICATIONS
RULES AND REGULATIONS**

FOR

GAS SERVICE

OF

DUKE ENERGY OHIO

P.U.C.O. NO. 18

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

TABLE OF CONTENTS

<u>Tariff Sheet Series No.</u>	<u>Description</u>	<u>Summary of Applicability*</u>
-	Title Page	
01	Table of Contents	
10	Index to Tariff Schedules and Communities Served	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 gas service as approved by the Public Utilities Commission of Ohio.
30	Firm Gas Service	Tariffs available to customers requiring uninterrupted service.
50	Transportation Service	Tariff available to customers with dual fuel capability who have purchased their own gas supply.
60	Optional Rider Designation	Riders necessary to determine total amount of monthly bill to customers under special circumstances.
70	Gas Cost Recovery Designation	Riders necessary to determine total amount of monthly bill to all customers receiving gas service.
80	Miscellaneous	Miscellaneous periodic charges not reflected in standard service tariffs.

* To determine applicability, available tariff and Company's Service Regulations and other rule and regulations should be reviewed and discussed with the Company.

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P.U.C.O. Gas No. 18
Sheet No. 10.69
Canceling and Superseding
Sheet No. 10.68
Page 1 of 2

INDEX TO APPLICABLE GAS TARIFF SCHEDULES AND COMMUNITIES SERVED

	Sheet No.	Effective Date
<u>SERVICE REGULATIONS</u>		
Service Agreements.....	20	04/03/06
Supplying and Taking of Service.....	21	04/03/06
Customer's and Company's Installations.....	22	04/03/06
Metering.....	23	04/03/06
Billing and Payment.....	24	04/03/06
Disconnect for Nonpayment and Deposit Provisions.....	25	04/03/06
Application of Service Regulations.....	26	04/03/06
Credit for Residential Service.....	Supplement A	04/03/06
Disconnection of Service.....	Supplement B	04/03/06
Reserved for Future Use.....	27	04/03/06
Reserved for Future Use.....	28	04/03/06
Reserved for Future Use.....	29	04/03/06
<u>FIRM SERVICE TARIFF SCHEDULES</u>		
Rate RS, Residential Service.....	30	04/03/06
Reserved for Future Use.....	31	04/03/06
Rate GS, General Service.....	32	04/03/06
Rate RFT, Residential Firm Transportation Service		
FTRS, Company Bills – GCRT for < 1 Yr.....	33	04/03/06
FTRT, Company Bills – No GCRT for > 1 Yr.....	33	04/03/06
FT02, Supplier Bills – GCRT for < 1 Yr.....	33	04/03/06
FT04, Supplier Bills – No GCRT for > 1 Yr.....	33	04/03/06
RSPP, PIPP Custs if Supplier by Third-Party.....	33	04/03/06
Reserved for Future Use.....	34	04/03/06
Reserved for Future Use.....	35	04/03/06
Reserved for Future Use.....	36	04/03/06
Reserved for Future Use.....	37	04/03/06
Reserved for Future Use.....	38	04/03/06
Reserved for Future Use.....	39	04/03/06
<u>OTHER TARIFF SCHEDULES</u>		
Reserved for Future Use.....	40	04/03/06
Reserved for Future Use.....	41	04/03/06
Reserved for Future Use.....	42	04/03/06
Reserved for Future Use.....	43	04/03/06
Rate FRAS, Full Requirements Aggregation Service.....	44	04/03/06
Rate SAC, Retail Natural Gas Supplier and Aggregator Charges.	45	04/03/06
Reserved for Future Use.....	46	04/03/06
Reserved for Future Use.....	47	04/03/06
Reserved for Future Use.....	48	04/03/06
Reserved for Future Use.....	49	04/03/06
<u>TRANSPORTATION TARIFF SCHEDULES</u>		
Reserved for Future Use.....	50	04/03/06
Rate IT, Interruptible Transportation Service		
Non-Purchased Supply.....	51	04/03/06
Purchased Supply.....	51	04/03/06
Pipeline Penalty.....	51	04/03/06
Unauthorized Overrun (Emergency).....	51	04/03/06
Summer Minimum.....	51	04/03/06
AK Steel Non-Purchased.....	51	04/03/06

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Duke Energy Ohio
139 East Fourth Street
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P.U.C.O. Gas No. 18
Sheet No. 10.69
Canceling and Superseding
Sheet No. 10.68
Page 2 of 2

INDEX TO APPLICABLE GAS TARIFF SCHEDULES AND COMMUNITIES SERVED

	Sheet No.	Effective Date
<u>TRANSPORTATION TARIFF SCHEDULES (Contd.)</u>		
Rate FT, Firm Transportation Service		
FT01, Supplier Bills – No GCRT for > 1 Yr.....	52	04/03/06
FT03, Supplier Bills – GCRT for < 1 Yr.....	52	04/03/06
FTGS, Company Bills – GCRT for < 1 Yr.....	52	04/03/06
FTGT, Company Bills – No GCRT for > 1 Yr.....	52	04/03/06
Rate SS, Standby Service.....	53	04/03/06
Rate SSIT, Spark Spread Interruptible Transportation Rate.....	54	04/03/06
Rate AS, Pooling Service for Interruptible Transportation.....	55	04/03/06
Reserved for Future Use.....	56	04/03/06
Rate GTS, Gas Trading Service.....	57	04/03/06
Rate IMBS, Interruptible Monthly Balancing Service		
Imbalance Charges – IMBS.....	58	04/03/06
Balance Trades.....	58	04/03/06
Cash Out – Sell to Pool.....	58	04/03/06
Cash Out – Buy from Pool.....	58	04/03/06
Pipeline Penalty.....	58	04/03/06
Rate DGS, Distributed Generation Service.....	59	04/03/06
<u>RIDERS</u>		
Rider DRR, Default Recovery Rider.....	60	04/03/06
Reserved for Future Use.....	61	04/03/06
Rider X, Main Extension Policy.....	62	04/03/06
Rider PIPP, Percentage of Income Payment Plan.....	63	04/03/06
Rider ETR, Ohio Excise Tax Liability Rider.....	64	04/03/06
Rider AMRP, Accelerated Main Replacement Program Rider.....	65	04/03/06
Rider GSR, Gas Surcredit Rider.....	66	04/03/06
Rider UE-G, Uncollectible Expense Rider.....	67	04/03/06
Rider STR, State Tax Rider.....	68	04/03/06
Rider MSR-G, Merger Savings Credit Rider-Gas.....	69	04/03/06
<u>GAS COST RECOVERY RIDERS</u>		
Rider GCR, Gas Cost Recovery.....	70	04/03/06
Rider GCRR, Gas Cost Recovery Rate.....	71	04/03/06
Reserved for Future Use.....	72	04/03/06
Reserved for Future Use.....	73	04/03/06
Reserved for Future Use.....	74	04/03/06
Rider FBS, Firm Balancing Service.....	75	04/03/06
Rider CCCR, Contract Commitment Cost Recovery Rider.....	76	04/03/06
Rider GCRT, Gas Cost Recovery Transition Rider.....	77	04/03/06
Reserved for Future Use.....	78	04/03/06
Reserved for Future Use.....	79	04/03/06
<u>MISCELLANEOUS</u>		
Residential Conservation Service Program.....	80	04/03/06
Returned Check Charge.....	81	04/03/06
Charge for Reconnection of Service.....	82	04/03/06
Rider SBS, Optional Summary Billing Service Pilot.....	83	04/03/06
Reserved for Future Use.....	84	04/03/06
Rate ARM, Accounts Receivable Management Service.....	85	04/03/06
Reserved for Future Use.....	86	04/03/06
Reserved for Future Use.....	87	04/03/06
Reserved for Future Use.....	88	04/03/06
Reserved for Future Use.....	89	04/03/06

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Duke Energy Ohio
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P.U.C.O. Gas No. 18
Sheet No. 11.61
Canceling and Superseding
Sheet No. 11.60
Page 1 of 1

INDEX TO APPLICABLE ELECTRIC TARIFF SCHEDULES AND COMMUNITIES SERVED

<u>Division and Town Names</u>	<u>Town No.</u>	<u>Division No. 3 (Batavia)</u>	<u>Town No.</u>
<u>Division No. 1 (Cincinnati)</u>			
Addyston	17	Aberdeen.....	66
Amberley Village	33	Adams County.....	90
Arlington Heights.....	03	Amelia.....	89
Blue Ash	30	Batavia.....	78
Cheviot	04	Bethel.....	71
Cincinnati	01	Blanchester.....	63
Clermont County	96	Brown County.....	98
Cleves	18	Clermont County.....	96
Columbia Township	55	Clinton County.....	95
Deer Park	05	Columbia Township.....	55
Delhi Township	70	Georgetown.....	87
Elmwood Place.....	06	Hamersville.....	86
Evendale.....	40	Highland County.....	99
Fairfax	41	Manchester.....	65
Forest Park.....	20	Milford (Clermont County).....	69
Glendale.....	07	Milford (Hamilton County).....	68
Golf Manor.....	38	Mt. Orab.....	76
Green Township	71	New Richmond.....	74
Greenhills.....	36	Ripley.....	67
Hamilton County	91	Terrace Park.....	70
Indian Hill	34	Warren County.....	92
Lincoln Heights	37	Williamsburg.....	73
Lockland	08	<u>Division No. 4 (Oxford)</u>	
Madeira	21	Butler County.....	97
Mariemont	09	<u>Division No. 5 (Fairfield)</u>	
Montgomery.....	24	Butler County	97
Mt. Healthy.....	10	Fairfield	09
Newtown.....	42	Hamilton.....	03
North Bend.....	26	Hamilton County.....	91
North College Hill.....	11	Millville.....	08
Norwood.....	02	New Miami.....	01
Reading.....	12	Seven Mile.....	02
St. Bernard	13	Warren County.....	92
Sharonville.....	14	<u>Division No. 6 (Harrison)</u>	
Silverton.....	15	Hamilton County.....	91
Springdale.....	19	Harrison.....	01
Springfield Township.....	73	<u>Division No. 7 (Loveland)</u>	
Sycamore Township.....	74	Clermont County.....	96
Woodlawn.....	35	Hamilton County.....	91
Wyoming.....	16	Loveland (Clermont County).....	11
<u>Division No. 2 (Middletown)</u>		Loveland (Hamilton County).....	09
Butler County.....	97	Mason.....	06
Carlisle.....	54	Morrow.....	07
Franklin	03	South Lebanon.....	05
Lebanon.....	51	Warren County.....	02
Mason.....	06		
Middletown.....	42		
Monroe.....	40		
Montgomery.....	94		
Springboro.....	45		
Trenton.....	52		
Warren County.....	92		

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

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GAS SERVICE REGULATIONS

SECTION I - SERVICE AGREEMENTS

1. Application for Service

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

2. Customer's Right to Cancel or Suspend Service

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

3. Company's Right to Refuse or to Disconnect Service.

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

- (a) Upon the request of the customer for temporary disconnection of service for maintenance or other reasons. A residential customer residing in a single family home should contact the Company approximately four (4) hours in advance of the time of requested disconnection. All other residential and non-residential customers shall contact the Company at least three (3) business days in advance of the date of requested disconnection;
- (b) When the customer has moved from the premises, neglected to request disconnection of service and an investigation by the Company indicates that service is no longer required;
- (c) When continued service would jeopardize the life or property of the customer, the Company, or the public, service may be disconnected without notice to the customer;
- (d) When supplying gas to any consumer or customer creates a dangerous condition on the consumer's or customer's premises or where, because of conditions beyond the consumer's or customer's premises, termination of the supply of gas is reasonably necessary. Service will not be restored until such dangerous condition or conditions have been corrected;
- (e) When providing service is in conflict or incompatible with any laws, regulations or orders of the Public Utilities Commission of Ohio, the State of Ohio or any political subdivision thereof, or of the Federal Government or any of its agencies;
- (f) When a customer or applicant refuses to provide reasonable access to the premises or ignores repeated requests for access as set forth in Section II, Paragraph 9, Access to Premises;

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P.U.C.O. Gas No. 18
Sheet No. 20.2
Cancels and Supersedes
Sheet No. 20.1
Page 2 of 3

SECTION I - SERVICE AGREEMENTS (Contd.)

- (g) When in the sole opinion of the Company, the customer uses gas in a manner which interferes with the gas service provided to other customers;
- (h) For a violation of or refusal to comply with these GAS SERVICE REGULATIONS as filed with the Public Utilities Commission of Ohio, Company publications relating to gas service, and/or special agreements or contracts between the customer and the Company;
- (i) Nonpayment of bills when due, for non-residential customers.

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

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

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

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

4. Change of Address of the Customer

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

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

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Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 20.2
Cancels and Supersedes
Sheet No. 20.1
Page 3 of 3

SECTION I - SERVICE AGREEMENTS (Contd.)

5. Successors and Assigns

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

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Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 21.5
Cancels and Supersedes
Sheet No. 21.4
Page 1 of 4

SECTION II - SUPPLYING AND TAKING OF SERVICE

1. Character of Service

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

2. Supplying Service

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

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

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

Service will not be supplied to any premises if, at the time of application for service, the applicant is indebted to Company for service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Unpaid balances of previously rendered Final Bills may be transferred and included on the initial or subsequent bill for a like service account. Such transferred Final Bills, if unpaid, will be a part of the past due balance of the transferee account and subject to the Company's collection and disconnection procedures which are governed by Chapter 4901:1-18 of the Ohio Administrative Code. The transfer of final bills is limited to like service, i.e., residential to residential, commercial to commercial, gas to gas, electric to electric, and combination to combination. The unpaid balances for electric and gas service in a combination account shall remain separate. The transfer of unpaid balances from a combination account to a transferee combination account is limited to like service, i.e., electric to electric and gas to gas. Any transfer of gas, electric or combination accounts shall not affect the residential customer's right to elect and maintain an extended payment plan for gas, electric or combination service under Rule 4901:1-18-11 of the Ohio Administrative Code.

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Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 21.5
Cancels and Supersedes
Sheet No. 21.4
Page 2 of 4

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

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

3. Information Relative to Service

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

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

4. Continuity of Service

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

5. Suspension of Service for Repairs and Changes

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

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

6. Use of Service

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

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

In case of unauthorized sale, use, extension or other disposition of service, the Company may discontinue the supplying of service to the customer until such unauthorized act is discontinued and full payment is made for all service supplied or used, billed on the proper classification and rate schedule, and reimbursement in full made to the Company for all extra expenses incurred, including expenses for clerical work, testing, and inspections. Failure of the Company to exercise its right to discontinue the supplying of service in the above situations does not affect its right to resort thereafter to such remedy for the same or any future default or breach by the customer.

7. Customer's and Company's Responsibility

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

8. Right-of-Way

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

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 21.5
Cancels and Supersedes
Sheet No. 21.4
Page 4 of 4

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

9. Access to Premises

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

Upon request, the Company's authorized agent will display his/her identification badge or Company pass and state the reasons for requiring access.

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

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SECTION III - CUSTOMER'S AND COMPANY'S INSTALLATIONS

1. Nature and Use of Installation

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

The piping and fittings for the distribution of gas after it has passed the meter, may be installed by any competent gas fitter employed by the customer or proprietor of the premises, subject, however, to the inspection and approval of the Company which requires an inspection and test of all such piping.

An application for inspection and test must be made to the Company when the piping work has been completed, but prior to its concealment by plastering, flooring or other materials.

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

2. Installation of Meters

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

3. Installation, Repair and Replacement of Lines

Except as otherwise provided in these GAS SERVICE REGULATIONS, in service agreements or rate schedules, the Company will install and maintain its lines and equipment on its side of the point of delivery (outlet side of the curb valve or at the curb or apparent curb when the shut off valve is not located near the curb), its meters and service regulators and maintain service piping without cost to the customer, except that customer is responsible for initial installation costs of service piping from curb to meter. 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.

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

The point of delivery will be located as near to the curb line as practicable. Upon receipt of an application for new gas service, where said service will be installed to provide primary heating for an existing structure previously heated through consumption of a non-regulated energy source, the Company may install the gas service pipe extending from the point of delivery to the inlet of the meter connection at its expense. For all other applicants for new gas service or for existing customers the portion of the gas service pipe extending from the point of delivery to the inlet of the meter connection may be installed by the Company at its prevailing prices. The customer or the customer's agent, at the customer's expense, may install said portion upon proper execution of an order of notification subject to the Company's rules, regulations and current specifications, subject to inspection and test by the Company, provided that a distribution main of adequate capacity is adjacent to the premises to be served. The service piping from the point of delivery to the inlet of the meter connection shall be repaired and replaced at the expense of the Company regardless of whether it was originally installed at the Company's expense. The service pipe will end at the inlet of the meter connection. If it should be necessary to extend the service pipe beyond the point of entry, such extension shall be encased.

Only one gas service will be installed into any individual dwelling, building or building units, unless the units are sectionalized by acceptable fire separation such as firewalls, regardless of the number of customers to be served therein.

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

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

When repairs on, or replacement of, the service piping is required between point of delivery and the inlet to the meter, such work will be done at the Company's expense only after the gas has been shut off and the piping has been disconnected by the Company. An application for inspection and test must be made to the Company when piping work has been completed by the customer or the customer's agent.

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

4. Change in Installations

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

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P.U.C.O. Gas No. 18
Sheet No. 22.5
Cancels and Supersedes
Sheet No. 22.4
Page 3 of 3

SECTION III - CUSTOMER'S AND COMPANY'S INSTALLATIONS (Cont'd.)

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

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Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 23.5
Cancels and Supersedes
Sheet No. 23.4
Page 1 of 1

SECTION IV - METERING

1. Meter Tests

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

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

2. Basis for Bill Adjustment

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

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

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

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SECTION V - BILLING AND PAYMENT

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

Bills ordinarily are rendered regularly at monthly intervals, but may be rendered more or less, frequently at the Company's option. Non-receipt of bills by the customer does not release, or diminish, the obligation of the customer with respect to payment thereof. The Company may render bills by ordinary mail, electronically, or by other reasonable means. If the Company renders an electronic bill it may assess such customer \$0.25 each time the customer pays by electronic bill payment.

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

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

When the Company is requested by the customer to terminate service, or when the Company discovers a customer has terminated service by moving from the premises served, or when the Company disconnects service due to nonpayment of the account or for other reasons, the Company will render a final bill addressed to the customer's forwarding address, if known, or to the last known address, for the entire balance of the account, including a bill calculation from the last reading date to the requested final bill date. Customer may require that, the Company attempt to obtain an actual final meter reading. However, with customer approval the Company may estimate the reading for the final bill date, or allow the customer to provide the final meter read, subject to the Company's review for reasonableness, and if necessary actual reading. Unpaid balances of previously rendered final bills may be transferred, subject to Sheet No. 21.3, page 1, Section 2, Paragraph 4, to another account for which the customer is responsible and included on initial or subsequent bills.

When the customer begins use of service, an initial bill is normally rendered for the period from the initial date of service to the first regular meter reading date for the billing district in which the premises is located, this period normally being less than one month, except that the bill is not rendered if the period is less than eight (8) days. However, customer's usage for that unbilled period will be included, and billed, in the next month's bill. The Company may estimate the reading for the initial date of service. However, upon customer request, the Company will attempt to obtain an actual reading for the initial date of service or allow the customer to provide the initial meter read.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 24.7
Cancels and Supersedes
Sheet No. 24.6
Page 2 of 3

SECTION V - BILLING AND PAYMENT (Contd.)

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

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

2. Selection of Rate Schedule

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

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

3. Temporary Discontinuance of Service

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

4. Availability of Budget Billing

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

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

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Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 24.7
Cancels and Supersedes
Sheet No. 24.6
Page 3 of 3

SECTION V - BILLING AND PAYMENT (Contd.)

5. Bill Adjustment

Overcharges will be refunded to the customer for the entire period of inaccurate billing if that period is discernible. If the period of inaccurate billing is not discernible, the shortest period encompassing the elapsed time since the customer's "on" date, the installation date of an inaccurate meter, or 365 days will form the basis for determining the refund amount.

Undercharges may be billed and the customer shall pay the charges for the entire period of inaccurate billing when that period is discernible, except undercharges billed to residential customers shall be limited to a maximum of 365 days prior to the date the billing is corrected. There will be no maximum limit of time for cases involving tampering or theft of utility service, or where a physical act of a customer or its agent causes inaccurate or no recording of the gas meter reading, or inaccurate or no measurement of the gas service rendered.

6. Customer Billing Information

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

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Sheet No. 25.6
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Sheet No. 25.5
Page 1 of 2

SECTION VI - DISCONNECTION FOR NONPAYMENT AND DEPOSIT PROVISIONS

1. Disconnection for Nonpayment: Residential Customers

The Company will comply with the provisions of the disconnection rules set forth in Chapter 4901:1-18 O.A.C. (Ohio Administrative Code) as amended.

2. Disconnection for Nonpayment: Non-Residential Customers

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

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

3. Reconnection of Service

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

- (a) Upon payment or proof of payment, including any reconnection charge, for service that was previously disconnected, reinstatement of service shall be made by the close of the following regular Company working day.
- (b) If service is disconnected and the customer wishes to guarantee the reinstatement of service the same day on which payment is rendered, the customer must make payment in the Company's business office, or provide proof of payment, and notify the Company before 12:30 p.m. that reinstatement of service is requested the same day.
- (c) If a guarantor is required in order to re-establish service, the guarantor must sign an acknowledgment of willingness to accept the responsibility for payment of the customer's bill in case of the customer's default.

4. Charge for Reconnection of Service

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

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

5. Residential Tenant Rights

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

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

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

6. Deposit Provision

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

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Sheet No. 26.2
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Sheet No. 26.1
Page 1 of 1

SECTION VII - APPLICATION

1. Application of GAS SERVICE REGULATIONS and Rate Schedules

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

2. Agents Cannot Modify Agreement

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

3. Curtailment

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

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

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

THE CINCINNATI GAS & ELECTRIC COMPANY

SERVICE REGULATIONS

SUPPLEMENT A

RULES AND REGULATIONS
GOVERNING THE ESTABLISHMENT OF
CREDIT FOR RESIDENTIAL UTILITY SERVICE

Rule 4901:1-17 of the Ohio Administrative Code as
Adopted by The Public Utilities Commission of Ohio
in Case No. 36,832 and Case No. 83-303-GE-COI(*)

4901:1-17-01	DEFINITION OF UTILITY.
4901:1-17-02	DECLARATION OF PUBLIC POLICY.
4901:1-17-03	ESTABLISHMENT OF CREDIT.
4901:1-17-04	RE-ESTABLISHMENT OF CREDIT.
4901:1-17-05	DEPOSIT, AMOUNT, RECEIPT, INTEREST (*).
4901:1-17-06	REFUND OF DEPOSIT.
4901:1-17-07	RECORD OF DEPOSIT.
4901:1-17-08	APPEAL BY APPLICANT OR CUSTOMER.

4901:1-17-01 DEFINITION OF UTILITY

The term "utility" or public utility" as used in these rules includes all persons, firms, or corporation engaged in the business of furnishing gas, water, electricity, telephone or sewage disposal service to consumers.

4901:1-17-02 DECLARATION OF PUBLIC POLICY:

The Public Utilities Commission of Ohio, hereinafter referred to as the "Commission," declares that it is in the public interest for each utility to fairly and indiscriminately administer a reasonable policy reflected by written regulations, in accord with these rules, which will permit an applicant for residential service to establish or an existing residence customer to reestablish credit with the utility for the use of its service. The Commission further declares that when it is necessary for an applicant or customer to make a cash deposit to establish or reestablish credit in accord with these rules, the making of such deposit is in the public interest because it avoids, to the extent practicable, the creation of a burden arising from uncollectible bills which would have to be borne ultimately by all the utility's ratepayers. The Commission further declares that the essential ingredient in each utility's administration of deposit policy in accord with these rules is its equitable and indiscriminate application to all applicants for service and customers throughout the service area without regard to the economic character of the area or any part thereof, and such deposit policy shall be predicated upon the credit risk of the individual as determined by the utility without regard to the collective credit reputation of the area in which he lives.

4901:1-17-03 ESTABLISHMENT OF CREDIT:

(A) Each utility may require an applicant for residential service to satisfactorily establish his financial responsibility which will be deemed established if:

1. The applicant is a financially responsible freeholder of the premises to be served or of other real estate within the territory served by the utility; or
2. The applicant demonstrates that he is a satisfactory credit risk by means which may be quickly and inexpensively checked by the utility. In determining whether the applicant is a financially responsible person, the public utility may request from the applicant and shall consider information including, but not limited to, the following: name of employer, place of employment, position held, length of service, letters of reference, and substantive credit cards; or
3. The applicant has been a customer of a utility of a similar type of service within a period of twenty-four consecutive months preceding the date of application, unless records of such previous service indicate that the applicant's service was disconnected for non-payment of his bill during the last twelve consecutive months of that prior service, or the applicant has on more than two occasions during such twelve month period failed to pay his bill by the time specified by the regulations of the utility regarding the prompt payment of bills, provided that the average periodic bill for such previous service was equal to at least fifty per cent of that estimated for the new service; and provided further, that the financial responsibility of the applicant is not otherwise impaired.

The applicant shall bear the burden of establishing the applicability of this section. All utility companies shall promptly provide to any applicant, upon request, information in writing which will reflect the service record of such customer as such record relates to the specific matters which may require determination in this section; or

4. The applicant furnishes a reasonably safe guarantor to secure payments of bills in an amount sufficient for sixty days supply for the service requested; or

5. The applicant makes a cash deposit to secure payment of bills for the utility's service as prescribed in Rule 4901:1-17-05.
- (B) The establishment of credit under the provisions of these rules, or the re-establishment of credit under the provisions of Rule 4901:1-17-04, shall not relieve the applicant for service from compliance with the reasonable regulations of the utility regarding advance payments and prompt payment of bills, and shall not modify any regulations of the utility as to the discontinuance of service for the non-payment of bills for service furnished.
- (C) Upon default in the payment of any bill for utility service by a customer who has furnished a guarantor as provided in Rule 4901:1-17-03(A)(4), which guarantor is a customer of the same utility, said utility may transfer said customer's bill to the guarantor's bill and may, further, discontinue service to said guarantor upon thirty days notice if said bill remains unpaid, provided, that the guaranty agreement makes provision for the same.
- (D) An applicant for service who owes an unpaid bill for previous residential service, whether said bill is owed as a result of service provided to said applicant or is owed under a guaranty agreement, shall not be deemed to have satisfactorily established or reestablished his financial responsibility so long as said bill remains unpaid.

4901:1-17-04 REESTABLISHMENT OF CREDIT

- (A) An applicant for service who previously has been a customer of the utility and whose service was discontinued during the last twelve consecutive months of that prior service because of nonpayment of his bills may be required to reestablish his credit by depositing the amount prescribed in Rule 4901:1-17-05, except, that such an applicant shall not be required to make such deposit if the previous discontinued service resulted from failure to pay his bills for nonresidential utility service and, in addition, such applicant can satisfactorily establish his financial responsibility by any of the other methods set forth in Rule 4901:1-17-03(A).
- (B) A customer who fails to pay his bill by the time specified by the regulations of the utility regarding the prompt payment of bills, and who further fails to pay such bill within a reasonable period after presentation of a discontinuance of service notice for nonpayment of bill (regardless of whether or not service is discontinued for such nonpayment), may be required to pay such bill together with the reasonable reconnection charge, if any reconnection is required, and to reestablish his credit by depositing the amount prescribed in Rule 4901:1-17-05.

4901:1-17-05 DEPOSIT, AMOUNT, RECEIPT, INTEREST

- (A) No public utility, except telephone companies, shall require a cash deposit to establish or reestablish credit in an amount in excess of one-twelfth of the estimated charge for all service for the ensuing twelve months, plus thirty per cent of the monthly estimated charge. No telephone company shall require a cash deposit to establish or reestablish credit in an amount in excess of two-twelfths of the estimated charge for all service for the ensuing twelve months, plus thirty per cent of the monthly estimated charge. Each utility, upon request, shall furnish a copy of these rules to the applicant for service or customer from whom a deposit is required and such copy shall contain the name, address and telephone number of the Commission.
- (B) Upon receiving a cash deposit, the utility shall furnish to the applicant for service or customer a receipt showing:
- (1) The name of the applicant for service or customer;
 - (2) The address of the premises to be served;
 - (3) The billing address for such service; and
 - (4) The amount of deposit and a statement that the rate of interest to be paid on said deposit will be

not less than the rate established by the Public Utilities Commission of Ohio from time to time.

- (C) Each utility shall pay interest at a rate of at least five percent on a deposit. Interest on a deposit shall accrue annually and shall either be paid to the customer when his deposit is refunded or deducted from the customer's final bill for service. A utility shall not be required to pay interest on a deposit held less than one hundred eighty days, and shall not be required to pay interest on a deposit after termination or discontinuance of service, if the utility has made a reasonable effort to refund the deposit. Thereafter, an unclaimed deposit, plus accrued interest, shall be disposed of in conformity with Chapter 169 of the Ohio Revised Code.

4901:1-17-06 REFUND OF DEPOSIT

- (A) Upon termination or discontinuance of service, the utility shall promptly apply the customer's deposit, including interest accrued to date, to the final bill for service. The remainder, if any, in excess of the final bill for service, shall be promptly refunded to the customer. A transfer of service from one premises to another within the service area of the utility shall not be deemed a discontinuance within the meaning of these rules.
- (B) After the customer has paid his bills for service for twelve consecutive months without having had service discontinued for nonpayment of his bill, and without having had more than two occasions on which is bill was not paid by the time specified by the regulations of the utility regarding prompt payment of bills, and the customer is not then delinquent in the payment of his bills, the utility shall promptly refund the deposit plus interest accrued to date. If the customer has had service discontinued for nonpayment of his bill, or had more than two such past due bills for such period, the utility shall thereafter review the account every twelve months and shall promptly refund the deposit plus interest accrued to date after the customer has neither had service discontinued for nonpayment of his bill nor had more than two such past due bills during the twelve consecutive months prior to any review, and the customer is not then delinquent in the payment of his bills.
- (C) The utility shall promptly return the deposit plus interest accrued to date at any time upon request, if the customer's credit has been otherwise established or reestablished in accordance with these rules.

4901:1-17-07 RECORD OF DEPOSIT

Each utility holding a cash deposit shall keep a record thereof until the deposit is refunded or otherwise disposed of in accordance with applicable law. The record shall show:

- (1) The name and current billing address of each depositor;
- (2) The amount and date of the deposit; and
- (3) Each transaction concerning the deposit.

4901:1-17-08 APPEAL BY APPLICANT OR CUSTOMER

Each utility shall direct its personnel engaged in initial contact with an applicant for service or customer seeking to establish or reestablish credit under the provisions of these rules to inform him, if he expresses dissatisfaction with the decision of such personnel, of his right to have the problem considered and acted upon by supervisory personnel of the utility. Each utility shall further direct such supervisory personnel to inform such an applicant or customer who expresses dissatisfaction with the decision of such supervisory personnel and requests government review of his right to have the problem reviewed by an official of the Commission and shall furnish him the business address and telephone number of the Commission. The payment of a deposit as requested by the utility shall not foreclose or in any manner affect the applicant's right to appeal hereunder.

**DUKE ENERGY OHIO
SERVICE REGULATIONS
SUPPLEMENT B**

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

**Rule 4901:1-18 of the Ohio Administrative Code as
Adopted by The Public Utilities Commission of Ohio
in Case No. 03-888-AU-ORD**

4901:1-18-01	DEFINITIONS
4901:1-18-02	GENERAL PROVISIONS
4901:1-18-03	DELINQUENT BILLS
4901:1-18-04	EXTENDED PAYMENT PLANS AND RESPONSIBILITIES
4901:1-18-05	DISCONNECTION PROCEDURES FOR NATURAL GAS AND ELECTRIC COMPANIES.
4901:1-18-06	RECONNECTION OF SERVICE
4901:1-18-07	LANDLORD-TENANT PROVISIONS.
4901:1-18-07	APPENDICES & FORMS
4901:1-18-08	WAIVER REQUESTS
4901:1-18-09	RESIDENTIAL NATURAL GAS BILLS
4901:1-18-10	COMBINATION UTILITY COMPANIES
4901:1-18-11	INSUFFICIENT REASONS FOR REFUSING OR DISCONNECTING SERVICE
4901:1-18-12	RESTRICTIVE LANGUAGE PROHIBITION

4901:1-18-01 Definitions.

- (A) "Collection charge" means a tariffed charge assessed to a residential customer by a company for dispatching an employee or agent to a residence who is authorized to accept payment for utility service.
- (B) "Commission" means the public utilities commission of Ohio.
- (C) "Company" means a natural gas company as defined in division (G) of section 4929.01 of the Revised Code or an electric distribution utility as defined in division (A)(6) of section 4928.01 of the Revised Code.
- (D) "Consumer" means any person who is the ultimate user of electric or gas service.
- (E) "Customer" means any person who enters into a contractual agreement with the company to receive residential electric or gas service.
- (F) "Default" means the failure to make the required payment on an extended payment plan by the due date.
- (G) "Extended payment plan" means an agreement between the customer and the company that requires the customer to make payments over a set period of time to the company on unpaid amounts owed to the company.
- (H) "Household income" has the meaning attributed to it by the Ohio department of development, office of community services, in the administration of the home energy assistance program.
- (I) "Primary source of heat" means the energy that is the heat source for the central heating system of the residence or, if the residence is not centrally heated, the energy that makes up the bulk of the energy used for space heating.
- (J) "Secondary source of heat" means the energy that is the heat source for space heating other than that provided by the central heating system of the residence or, if the residence is not centrally heated, the energy that does not make up the bulk of the energy used for space heating or, if the residence is centrally heated using some other form of energy, the energy required to operate equipment needed for the proper functioning of the central heating system.

4901:1-18-02 General provisions.

Natural gas or electric companies under the jurisdiction of the commission may disconnect service to residential customers only for the following reasons:

- (A) For any violation of or refusal to comply with a contract and/or the general service rules and regulations on file with the commission that apply to the customer's service.
- (B) When a consumer uses electricity or gas in a manner detrimental to the service to other consumers.
- (C) When providing service is in conflict or incompatible with any order of the commission, court of law, laws of the state of Ohio or any political subdivision thereof, or of the federal government or any of its agencies.
- (D) When the customer has moved from the customer location.

- (E) When supplying electricity or gas creates a safety hazard to consumers or their premises, the public, or to the company's personnel or facilities or where, because of conditions beyond the consumer's premises, disconnection of the supply of electricity or gas is reasonably necessary. The company shall not restore service until the hazardous condition(s) has been corrected.
- (F) When a customer, consumer, or his/her agent:
 - (1) Prevents utility company personnel from reading the meter for a year or more, unless the company suspects tampering or other fraudulent activities.
 - (2) After notice and a reasonable period of time under the circumstances, continues to prevent company personnel from calibrating, maintaining, or replacing the company's meter, metering equipment, or other company property used to supply service.
 - (3) Resorts to any fraudulent practice to obtain electric or gas service, is the beneficiary of the fraudulent practice, or damages the company's meter, metering equipment or other property used to supply the service. Under the circumstances stated in this paragraph the company need not restore service until the consumer or customer has completed each of the following:
 - (a) Given assurance that the fraudulent or damaging practice has been discontinued.
 - (b) Paid to the company an amount estimated by the company to be reasonable compensation for unauthorized usage obtained and not paid for at the time of disconnection.
 - (c) Paid for any damage to property of the company including any cost to repair the damage.
 - (d) All other fees and charges authorized by tariff resulting from the fraudulent practice or tampering.
- (G) For repairs, provided that notice to consumers is given prior to scheduled maintenance interruptions in excess of six hours.
- (H) Upon the request of the customer.
- (I) For nonpayment, including nonpayment of security deposits applied to delinquent bills as a condition for continued service, only after the provisions and procedures set forth in the rules in this chapter have been complied with by the natural gas or electric company.

4901:1-18-03 Delinquent bills.

- (A) Individually metered residential service accounts will be considered delinquent and subject to the company's disconnection procedures for nonpayment if the account meets one of the following criteria:
 - (1) The customer has not made full payment or arrangements for payment by the due date, for any given bill containing a previous balance for regulated services provided by the distribution utility.
 - (2) The customer is in default on an extended payment plan.

- (3) The customer fails to make the initial payment on an extended payment plan.
- (B) The minimum payment necessary in order to avoid the disconnection procedures shall not be greater than the delinquent amount, i.e., that portion of the bill that represents a previous balance for regulated services provided by the distribution utility.

4901:1-18-04 Extended payment plans and responsibilities.

- (A) Upon contact by a customer whose account is delinquent or who desires to avoid a delinquency, the company shall inform the customer that it will make extensions or other extended payment plans appropriate for both the customer and the company. The company may require the customer to demonstrate an inability to pay. If the customer proposes payment terms, the company may exercise discretion in the acceptance of the payment terms based upon the account balance, the length of time that the balance has been outstanding, the customer's recent payment history, the reasons why payment has not been made, and any other relevant factors concerning the circumstances of the customer, including health, age, and family circumstances. If the customer fails to propose payment terms acceptable to the company, the company shall then advise the customer of the availability of one of the extended payment plans as set forth in paragraphs (A)(1) and (A)(2) of this rule and of the availability of the extended payment plan set forth in paragraph (B) of this rule for a customer whose income qualifies him/her for such a plan. A customer who is in default on an extended payment plan other than one set forth in paragraphs (A)(1), (A)(2), or (B) of this rule is eligible for an extended payment plan as set forth in paragraphs (A)(1), (A)(2), and (B) of this rule provided he/she meets the qualifications for those plans. A customer who is in default on one of the extended payment plans set forth in paragraph (A)(1) or (A)(2) of this rule is eligible for the extended payment plan set forth in paragraph (B) of this rule provided he/she meets the qualifications for that plan.

If a customer informs the company of a medical problem, the company shall inform the customer of the medical certification program as provided in paragraph (C) of rule 4901:1-18-05 of the Administrative Code.

Each company shall offer the customer at least one of the following extended payment plans:

- (1) A plan that requires six equal monthly payments on the arrearages in addition to full payment of current bills.
- (2) A plan that requires payment of one-third of the balance due each month (arrearages plus current bill). This plan shall be offered during the winter heating season as required by paragraph (B)(3) of rule 4901:1-18-05 of the Administrative Code.
- (B) No company shall disconnect the service of any residential customer for nonpayment or refuse to reconnect, because of an arrearage, the service of a residential customer who has requested to transfer his/her service from one address to another as long as that customer meets each of the following qualifications:
 - (1) The customer has a household income for the past three months, which if annualized, would equal one hundred fifty per cent of the federal poverty level or less or, if the household income for the past three months annualized is more than one hundred fifty per cent of the federal poverty level, the customer has a household income for the past twelve months equal to one hundred fifty per cent of the federal poverty level or less.

- (2) For usage during any billing period all or part of which is within the winter period as defined by paragraph (B) of rule 4901:1-18-05 of the Administrative Code, the customer pays at least one of the following amounts:
 - (a) Ten per cent of his/her monthly household income to the jurisdictional company that provides the customer with his/her primary source of heat and pays at least five per cent of his/her monthly household income to the jurisdictional company that provides the customer a secondary source of heat.
 - (b) Fifteen per cent of his/her monthly household income to the jurisdictional company that provides both primary and secondary source of heat.
 - (c) Fifteen per cent of his/her monthly household income to the jurisdictional electric company that provides the totality of energy used for heating purposes to his/her residence.
 - (d) Ten per cent of his/her monthly household income to the jurisdictional company that provides the primary source of heat when a non-jurisdictional utility company or other person provides the secondary source of heat.
 - (e) Five per cent of his/her monthly household income to the jurisdictional company that provides the secondary source of heat when a non-jurisdictional utility company or other person provides the primary source of heat.
 - (3) For usage during any billing period, no part of which is within the winter period as defined by paragraph (B) of rule 4901:1-18-05 of the Administrative Code, the customer pays that percentage of his/her income required by paragraph (B)(2) of this rule or the current bill for actual non winter usage, whichever is greater.
 - (4) The customer applies for all public energy assistance for which he/she is eligible.
 - (5) The customer applies for all weatherization programs for which he/she is eligible.
 - (6) The customer provides proof to the jurisdictional company or the Ohio department of development, whichever is appropriate, no less often than once in every twelve months that he/she meets the household income requirements of paragraph (B)(1) of this rule. For customers determined to have zero income under paragraph (B)(1) of this rule, the jurisdictional company may require the customer to verify the household income no more than once every ninety days.
 - (7) The customer signs a waiver permitting the affected jurisdictional company to receive information from any public agency or private agency providing income or energy assistance and from any employer whether public or private.
- (C) For purposes of paragraphs (B)(1) and (B)(2) of this rule, any money provided to the jurisdictional company from the regular home energy assistance program (HEAP), or similar program, on behalf of the customer as energy assistance shall not be considered as household income or counted as part of the monies paid by the customer to meet the percentage of income requirement. Any money provided to the jurisdictional company on an irregular or on an emergency basis by a public or private agency for the purpose of paying utility bills shall not be considered as household income. These monies shall first be applied to the customer's current monthly payment obligation as determined in accordance with paragraph (B)(2) of this rule, with any money in excess of the amount necessary to satisfy the current monthly payment obligation being applied to either the

amount the customer is in default on an extended payment plan or, if no such default exists, then to the customer's arrearages.

- (D) The company shall provide an optional uniform payment plan (budget plan) on an annual basis for any customer who is not in default on a previously agreed upon extended payment plan. Arrearages need not be included in the optional uniform payment plan (budget plan).
- (E) A customer's failure to make any payment provided for under paragraph (A) or (B) of this rule shall entitle the company to disconnect service in accordance with the procedures set forth in rule 4901:1-18-05 of the Administrative Code.
- (F) The company shall furnish upon the request of the customer entering into an extended payment plan a written, typed, printed, or computer-generated copy of the plan and, if the extended payment plan was arranged by a company employee, the name of that employee.

4901:1-18-05 Disconnection procedures for natural gas and electric companies.

- (A) If a residential customer is delinquent in paying for regulated services provided by the distribution utility, the company may, after proper and reasonable notice of pending disconnection of service (not less than fourteen days), disconnect the customer's service during normal company business hours in compliance with all of the following conditions:
 - (1) No disconnections for nonpayment shall be made after twelve-thirty p.m. on the day preceding a day on which all services necessary for the customer to arrange and the company to perform reconnection are not regularly performed.
 - (2) On the day of disconnection of service, the company shall provide the customer with personal notice. If the customer is not at home, the company shall provide personal notice to an adult consumer. If neither the customer nor an adult consumer is at home, the company shall attach written notice to the premises in a conspicuous location prior to disconnecting service.
 - (3) Third-party or guarantor notification.
 - (a) Each company shall permit a residential customer to designate a third party to receive notice of the pending disconnection of the customer's service or of any other credit notices sent to the customer. If the customer has a guarantor, the guarantor shall receive notice of the pending disconnection of the guaranteed customer's service or of any other credit notices sent to the guaranteed customer, except where the guarantor has affirmatively waived the right to receive notices pursuant to rule 4901:1-17-03 of the Administrative Code. The company shall notify the third party or the guarantor at least fourteen days prior to disconnecting the customer's service.
 - (b) The company shall inform the third party that his/her receipt of such notices does not constitute acceptance of any liability by the third party for payment for service provided to the customer unless the third party has also agreed, in writing, to be a guarantor for the customer.
 - (c) In compliance with division (E) of section 4933.12 and division (D) of section 4933.121 of the Revised Code, if the company plans to disconnect the residential utility service of a customer for the nonpayment of his/her bill, and that customer resides in a county in which the department of job and family

services has provided the company with a written request for prior notification of residential service disconnection, then the company shall provide the appropriate county department of job and family services with a listing of those customers whose service will be disconnected for nonpayment at least twenty-four hours before the action is taken.

- (d) Upon the request of a property owner or the agent of a property owner, each company shall provide the property owner or the agent of a property owner with at least three-days advance notice when service to his/her property is to be disconnected either at the request of a residential customer who is a tenant or for nonpayment.
- (4) Employees or agents who disconnect service at the premises may or may not, at the discretion of the company, be authorized to make extended payment arrangements. Company employees or agents who disconnect service shall be authorized to complete one of the following:
 - (a) Accept payment in lieu of disconnection.
 - (b) Dispatch an employee to the premises to accept payment.
 - (c) Make available to the customer another means to avoid disconnection.
- (5) The following information shall be either clearly displayed on the disconnection notice or included in documents accompanying the disconnection notice:
 - (a) The delinquent billing account number, the total amount required to prevent disconnection of the regulated services provided by the distribution utility and any security deposit owed at the time of the notice.
 - (b) The earliest date when disconnection may occur.
 - (c) The local or toll-free number and address of the company's office for customers to contact about their account.
 - (d) A statement that the commission staff is available to render assistance with unresolved complaints, the current address, local or toll-free number and the TDD/TTY number of the commission's public interest center, and the commission's website.
 - (e) A statement that the customer's failure to pay the amount required at the company's office or to one of its authorized agents by the date specified in the notice may result in a security deposit and a charge for reconnection being required. The statement shall also include the amount of the security deposit and the reconnection charge.
 - (f) If applicable, a statement that the failure to pay charges for non-tariffed and/or non-regulated products or services may result in the loss of those products and/or services.
 - (g) An explanation of the payment plans and options available to a customer whose account is delinquent, as provided in this rule and rule 4901:1-18-04 of the Administrative Code, and, when applicable, rule 4901:1-18-10 of the Administrative Code.

- (h) If disconnection of service is to occur, as a result of nonpayment, a statement that a medical certification program and forms are available from the company.
 - (i) A statement that a listing of the company's authorized payment agents is available by calling the company's toll-free customer service number.
- (B) The company shall not disconnect service to residential customers for nonpayment during the period of November first through April fifteenth unless, in addition to the other requirements of this rule, the company completes each of the following:
 - (1) Makes contact with the customer or other adult consumer at the premises ten days prior to disconnection of service by personal contact, telephone, or hand-delivered written notice.
 - (2) Informs the customer or adult consumer that sources of federal, state, and local government aid for payment of utility bills and for home weatherization are available at the time the company delivers the notice required in paragraph (B)(1) of this rule, and provides sufficient information to allow the customer to further pursue available assistance.
 - (3) Informs the customer of the right to enter into a payment plan as set forth in paragraph (A)(2) of rule 4901:1-18-04 of the Administrative Code, unless the customer qualifies for the payment plan set forth in paragraph (B) of rule 4901:1-18-04 of the Administrative Code, in which event the company shall inform the customer of the availability of both plans. The company may require reasonable verification of the customer's household income, including but not necessarily limited to verification by the local agency providing governmental aid in paying utility bills. If the customer does not respond to the notice described in paragraph (B)(1) of this rule, or refuses to accept a payment plan or fails to make the initial payment on a payment plan referenced in this paragraph, the company may disconnect service after the ten-day notice expires.
- (C) Medical Certification
 - (1) The company shall not disconnect service for nonpayment if the disconnection of service would be especially dangerous to health. The health condition must be certified in accordance with this rule.
 - (2) When the disconnection of service would make operation of necessary medical or life-supporting equipment impossible or impractical, the company shall not disconnect service for nonpayment, if the customer establishes an inability to pay the amount due in full and enters into and makes payments in accordance with an extended payment plan. The necessary medical or life-supporting equipment must be certified in accordance with this rule.
 - (3) The electric distribution company shall give notice of availability of medical certification to its residential customers by means of bill inserts or special notices at the beginning of the winter heating period and at the beginning of the summer cooling period. The natural gas company shall give notice of the availability of medical certification to its residential customers by means of bill inserts or special notices at the beginning of the winter heating period.
 - (4) The company shall provide application forms for health care professionals or local board of health physicians for certification upon request of any residential consumer.

- (5) Any consumer who is a permanent resident of the premises where the service is rendered may qualify for certification.
- (6) The condition shall be certified to the company by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified nurse-midwife, or local board of health physician.
 - (a) The certification required by paragraphs (C)(1) and (C)(2) of this rule shall be in writing and shall include the name of the person to be certified, a statement that the person is a permanent resident of the premises in question, the name, business address, and telephone number of the certifying party, the nature of the condition, and a signed statement by the certifying party that disconnection of service will be especially dangerous to health.
 - (b) Initial certification by the certifying party may be by telephone if written certification is forwarded to the company within seven days.
 - (c) In the event service has been disconnected within twenty-one days prior to certification of special danger to health for a qualifying resident, service shall be restored to that residence if proper certification is made in accordance with the foregoing provisions and the customer agrees to an extended payment plan.
 - (d) Certification shall prohibit disconnection of service for thirty days. Certification may be renewed two additional times (thirty days each) by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified nurse-midwife, or local board of health physician by providing an additional certificate to the company. The total certification period is not to exceed ninety days per household in any twelve-month period.
 - (e) Upon renewal of certification, company personnel shall personally contact the customer and advise the customer of the governmental assistance programs that may be available. In the event that the best efforts of the company fail to result in personal contact, the company shall provide assistance information by mail.
 - (f) If a medical certificate is used to avoid disconnection, the customer shall enter into an extended payment plan prior to the end of the medical certification period or be subject to disconnection. The initial payment on the plan shall not be due until the end of the certification period.
- (D) Upon request of the customer, the company shall provide an opportunity for review of the initial decision to disconnect the service. The company shall review the circumstances surrounding the disconnection, escalate the review to an appropriate supervisor if requested, and inform the customer of the decision upon review as soon as possible. At the customer's request, the company shall respond in writing.
- (E) The company when contacted by the commission's public interest center shall respond to an inquiry concerning a pending disconnection or actual disconnection within two business days. At the request of commission staff, the company shall respond in writing. Commission staff will notify the customer of the company's response.

- (F) The company shall include in its tariff its current standard practices and procedures for disconnection, including the applicable collection and reconnect charges. The company shall submit a sample disconnection notice for approval.

4901:1-18-06 Reconnection of service.

The company shall reconnect service that has been disconnected for nonpayment pursuant to the following provisions:

- (A) Upon payment or proof of payment, including any reconnection charge, of the amount owed for the service that was previously disconnected or of an amount sufficient to cure the default on any extended payment plan described in Rule 4901:1-18-04 of the Administrative Code, including any reconnection charge, the company shall reconnect service by the close of the following regular company working day. The amount sufficient to cure the default includes all amounts that would have been due and owing under the terms of the applicable extended payment plan, absent default, on the date on which service is reconnected.
- (B) If service is disconnected and the customer wishes to guarantee the reconnection of service the same day on which payment is rendered:
- (1) The customer must provide proof of payment, and notify the company no later than twelve-thirty p.m. that reconnection of service is requested the same day.
 - (2) The company may require the customer to pay or agree to pay the company's approved tariff charges for reconnection of service if reconnection of service occurs after normal company business hours. The company may collect this fee prior to reconnection or with the customer's next monthly billing.
- (C) The company shall not assess a reconnection charge unless the company has actually disconnected the service. The company may, however, assess a collection charge if a collection charge is part of the company's approved tariff.
- (D) If the company requires a guarantor in order to reestablish service, the guarantor shall sign an acknowledgment that he/she is willing to accept the responsibility to secure payment of the customer's bill in an amount sufficient for a sixty-day supply of service.

4901:1-18-07 Landlord-tenant provisions.

A company may disconnect utility service of individuals whose utility services are included in rental payments and of consumers residing in a multi-unit dwelling (i.e., tenants who receive master-metered services) for which the customer is the landlord, only in accordance with the following:

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

- (1) A summary of the remedies tenants may choose to prevent disconnection or to have service reconnected.
 - (2) A statement to inform tenants that a list of procedures and forms to prevent disconnection or to have service reconnected are available from the company upon request. A model form of the tenants' ten-day notice is attached as appendix A to this rule.
- (C) The company shall inform any consumer inquiring about the notice, posted pursuant to paragraph (A) of this rule, of the amount due for the current month's bill and that the disconnection of service may be prevented if the consumer(s) makes a single payment to the company in the amount of the current month's bill.
- (D) The company shall credit to the appropriate account any payment made by tenants equal to or exceeding the landlord's current bill for those premises. The company is under no obligation to accept partial payment from individual tenants. The company may choose to accept only a single payment from a representative acting on behalf of all the tenants.
- (E) No company shall disconnect service to master-metered premises when all of the following actions take place:
- (1) A tenant delivers to the company a copy of the written notice required by division (A) of section 5321.07 of the Revised Code, signed by fifty per cent or more of the tenants of the occupied dwelling units, which notice shall designate the imminent disconnection of utility service (as shown by the disconnection notices received) as a reason for the notice.
 - (2) A tenant informs the company in writing of the date of the last day on which rent may be paid before a penalty is assessed or the date on which default on the lease or rental agreement can be claimed.
 - (3) The tenants timely invoke the remedies provided in divisions (B)(1) and (B)(2) of section 5321.07 of the Revised Code, including but not limited to:
 - (a) Depositing all rent that is due and thereafter becomes due to the landlord, with the clerk of the municipal or county court having jurisdiction, and
 - (b) Applying to the court for an order to use the rent deposited to remedy the condition or conditions specified in the tenant's notice to the landlord (including but not necessarily limited to payment to the company rendering the disconnection notice).
- (F) Each company that delivers notice pursuant to paragraph (A) of this rule shall provide to each tenant, upon request, the procedures to avoid disconnection or to have service reconnected as described in appendix B to this rule. The forms referenced in appendix B to this rule shall be made available by the company and also will be available on the commission's website at www.puc.state.oh.us/PUCO/forms/index.cfm or by contacting the commission's public interest center toll-free (in Ohio) at 1-800-686-7826 or TDD/TTY at 1-800-686-1570. The company shall also identify for the tenant any resources in the community where he/she can obtain assistance in pursuing his/her claim, including but not limited to:
- (1) The telephone number(s) of the local legal services program (in cities over one hundred thousand served by that company),

- (2) The toll-free number(s) for the Ohio state legal services association,
 - (3) The toll-free number(s) of the office of consumers' counsel,
 - (4) The telephone number(s) of the local bar association, and
 - (5) The telephone number(s) of the local tenant organization(s).
- (G) If a company disconnects service to consumers whose utility services are included in rental payments or who are residing in master-metered premises, the company, upon inquiry, shall inform the consumer that service will be reconnected upon payment of the amount due for the current month's bill plus any reconnection charge if the payment is made within fourteen days of disconnection. The company shall continue service at the premises as long as the tenant's representative continues to pay for each month's service (based upon actual or estimated consumption) by the due date of the bill for that service. The company shall also reconnect service for those consumers who, within fourteen days of the disconnection of service, invoke the provisions of section 5321.07 of the Revised Code, as specified in paragraph (E) of this rule. If the consumers choose to have their service reconnected by paying the current month's bill and payment is not made by the due date each month, the company shall post the notice in a conspicuous location on the premises and make a good faith effort by mail or otherwise to notify each household unit of a multi-unit dwelling or tenant receiving service in the master-metered premises of the impending service disconnection. The company is not required to reconnect service pursuant to this paragraph where the landlord resides on the premises.
- (H) The company shall only provide service to a master-metered premise if the customer is the landlord/owner of the premises. Company acceptance of new applications for service to master-metered premises requires the landlord/owner to provide to the company an accurate list specifying the individual mailing addresses of each unit served at the master-metered premises.
- (I) The company may charge the landlord/owner of the master-metered premises a reasonable fee, as set forth in the company's tariffs, designed to pay the company's incurred cost for providing the notice to tenants required by paragraph (A) of this rule.
- (J) The company has the burden of collecting any amounts in arrears.
- (K) If a customer, who is a property owner or the agent of a property owner, requests disconnection of service when residential tenants reside at the premises, the company shall perform both of the following actions:
- (1) Provide at least a ten-day notice prior to the disconnection of service by mail to the residential tenants or by posting the notice in conspicuous places on the premises.
 - (2) Inform such customer of the customer's liability for all utility service consumed during the ten-day notice period.
- (L) Notwithstanding any notice requirement of a company under paragraph (K) of this rule and paragraph (A)(3)(d) of rule 4901:1-18-05 of the Administrative Code, a company will not be found to have violated these rules if:
- (1) The company uses reasonable efforts to determine the status of the customer/consumer as either a property owner, the agent of a property owner, or a tenant; or

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

4901:1-18-07 Appendices & Forms

4901:1-18-08 Waiver requests.

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

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

4901:1-18-09 Residential natural gas bills.

- (A) This rule applies to natural gas company bills that do not include any retail gas supplier charges. Requirements for natural gas consolidated billing appear in rule 4901:1-29-12 of the Administrative Code.
- (B) Bills issued by or for the natural gas company shall be accurate and rendered at regular intervals and shall contain clear and understandable form and language. Each bill shall display the following information:
 - (1) The customer's name, billing address, service address, and account number.
 - (2) The natural gas company's name and its payment address.
 - (3) The natural gas company's twenty-four hour, local or toll-free telephone number for reporting service emergencies.
 - (4) A statement that customers with bill questions or complaints should call or write the natural gas company first. The bill shall list the natural gas company's local or toll-free telephone number(s) and the address where a question or complaint may be sent.
 - (5) The following text:

"If your questions are not resolved after you have called (name of company), you may call the Public Utilities Commission of Ohio (PUCO) toll-free at 1-800-686-7826 or 1-614-466-3292, or for TDD/TTY toll-free at 1-800-686-1570 or 1-614-466-8180, from 8:00 a.m. to 5:00 p.m. weekdays, or visit the PUCO website at www.PUCO.ohio.gov.

Residential customers may also call the Ohio Consumers' Counsel (OCC), toll-free at 1-877-742-5622 from 8:30 a.m. to 5:30 p.m. weekdays, or visit the OCC website at www.pickocc.org."
 - (6) A rate schedule, if applicable.
 - (7) The dates of the service period covered by the bill.
 - (8) The billing determinants, if applicable:

- (a) Beginning meter reading(s),
 - (b) Ending meter reading(s),
 - (c) Demand meter reading(s),
 - (d) Multiplier(s),
 - (e) Consumption, and/or
 - (f) Demand(s).
- (9) The gas cost recovery rate expressed in dollars and cents per MCF or CCF.
- (10) The total charge attributable to the gas cost recovery rate expressed in dollars and cents.
- (11) The identification of estimated bills.
- (12) The due date for payment.
- (13) The total charges for current billing period.
- (14) Any late payment charge or gross and net charges, if applicable.
- (15) Any unpaid amounts due from previous bills, customer credits, and total amounts due and payable.
- (16) The current balance of the account, if the residential customer is billed according to a budget plan.
- (17) The current gas and electric charges separately, if the customer is billed for gas and electric service on the same bill.
- (18) If applicable, each charge for non-tariffed, non-regulated service(s).
- (19) Any nonrecurring charge(s).
- (20) Any payment(s) or credit(s) applied to the account during the current billing period.
- (21) If applicable, the percentage of income payment program (PIPP) billing information:
- (a) Current PIPP payment,
 - (b) PIPP payments defaulted (i.e., past due),
 - (c) Total PIPP amount due, and
 - (d) Total account arrearage.
- (22) An explanation of codes and abbreviations used.

- (23) If applicable, the name of the selected competitive retail natural gas supplier or governmental aggregator and a statement that such provider is responsible for billing the gas supplier charges.
 - (24) The customer's historical consumption during each of the preceding twelve months, with a total and average consumption for such twelve-month period.
 - (25) A prominently displayed "apples-to-apples" notice, if the company has a choice program.
 - (26) A statement, either appearing directly on the bill, in a bill insert, or as a separate mailing, of any payment arrangement agreed upon by the customer and the company.
 - (27) Other information required by Ohio law or commission rule or order.
- (C) A natural gas company proposing any new bill format shall file its proposed bill format with the commission for approval. If the commission does not act upon an application for sample bill approval within forty-five days, the sample bill shall be approved.
 - (D) Each natural gas company shall maintain an appropriate listing of its customer service number(s) in the directory of each certified local telephone service provider operating in the natural gas company's service area.
 - (E) Each natural gas company shall, upon request, provide customers with an updated list of the name and street address/location of the nearest payment center and/or local authorized agent, and alternative methods available for payment of customer bills. Customers shall not be charged more than two-times the cost of a first-class postage stamp for processing their payments by cash, check or money order at authorized agent locations.
 - (F) When a customer pays a bill at the natural gas company's business office or to an authorized agent of the company, the payment, including any partial payment, shall be immediately credited to the customer's account where feasible and in any event be credited to the customer's account as of the date received at the business office or by the agent. No natural gas company shall disconnect service to a customer who pays to the company or an authorized agent of the company the total amount due (or an amount agreed upon between the natural gas company and the customer to prevent disconnection) on the account by the close of business on the disconnection date listed on the disconnection notice. Payment received by an authorized agent of the natural gas company shall constitute receipt of payment by the company.
 - (G) Each natural gas company shall establish a written policy for its personnel at its business offices and for its authorized agents to handle billing disputes, requests for payment arrangements, and reporting payments to prevent disconnection of service. If these matters cannot be handled by an agent authorized to accept payments, the agent shall provide customers with the natural gas company's local or toll-free number.
 - (H) Any natural gas company wishing to issue billing statements online shall comply with each of the following requirements:
 - (1) A customer shall not be required to use online billing.
 - (2) No enrollment or usage fees shall be assessed to a customer who chooses to receive bills and/or customer information online.

- (3) The online billing statement shall include all requirements listed in paragraph (B) of this rule.
- (4) The company shall maintain a secure and encrypted site that is to be accessed only by the customer of record after completing a secure registration process.
- (5) Any fees to accept online payments shall be clearly disclosed in payment window(s).
- (6) Any payment made online shall be treated as a payment made at the company business office and shall be posted to the account in accordance with paragraph (F) of this rule. The time needed to post the payment to the account shall be clearly stated.
- (7) If a customer chooses to use online billing, the customer shall not be restricted to making payments online in the future. All payment methods shall continue to be available to the customer.

4901:1-18-10 Combination utility companies.

- (A) *The residential customers and consumers of a combination utility company that provides both natural gas and electric service shall have the same rights pursuant to Chapter 4901:1-18 of the Administrative Code as customers and consumers who are served by separate natural gas and electric companies. In the event of disconnection or pending disconnection of both gas and electric services, a residential customer of a combination utility company has the right to choose to retain or have reconnected both utility services or one service, either gas or electric.*
- (B) A combination utility company shall apply the payments from residential customers to their gas and electric accounts separately and shall apportion the payments based on the total balance for each service, including any arrearage plus the current month's charge(s). For purposes of applying these payments:
 - (1) For customers billed only for services provided by the combination utility company, the company shall apply payments first to past due amounts, then to current regulated charges, and finally to any non-regulated charges.
 - (2) For customers billed by the combination utility company for any competitive services provided by either a competitive retail natural gas supplier and/or a competitive retail electric provider, the company shall apply payments as provided for in paragraph (J) of rule 4901:1-29-12 and paragraph (H) of rule 4901:1-10-33 of the Administrative Code.
- (C) Whenever a residential customer receiving both gas and electric service from a combination utility company has received a disconnection of service notice, the company shall give the customer each of the following options:
 - (1) An extended payment plan for both gas and electric as provided for in rule 4901:1-18-04 of the Administrative Code.
 - (2) An extended payment plan to retain either gas or electric service as chosen by the customer. Such extended payment plan shall include an extended payment plan as provided in rule 4901:1-18-04 of the Administrative Code.
- (D) If a residential customer of a combination utility company who has entered into one extended payment plan for both gas and electric service receives a disconnection of service notice and notifies the company of an inability to pay the full amount due under

such plan, the company shall offer the customer, if eligible pursuant to paragraph (A) of rule 4901:1-18-04 of the Administrative Code, another payment plan to maintain both services. The company shall give the customer the opportunity to retain only one service by paying the defaulted payment plan portion attributable to that service and by continuing payment on the portion of the extended payment plan attributable to that service subject to paragraph (B) of rule 4901:1-18-05 of the Administrative Code.

- (E) If both the gas and electric service of a residential customer of a combination utility have been discontinued for nonpayment, the company shall reconnect both services, or either service, as designated by the customer, pursuant to rule 4901:1-18-06 of the Administrative Code.
- (F) The combination utility company shall in its disconnection of service notice, as provided for in Chapter 4901:1-18 of the Administrative Code, advise combination residential customers of their rights to select the service(s) for retention or reconnection as provided for in paragraphs (C), (D), and (E) of this rule. The notice shall state with specificity the conditions under which customers may exercise their rights and shall state the telephone number and business address of a company representative to be contacted to inquire about those rights.
- (G) For a customer who has received a disconnection of service notice and who contacts the combination utility company, the company shall inform the customer of the total past due amount for each service, and with respect to the extended payment plans available under this rule, the monthly payment due on the past due amount for each service.

4901:1-18-11 Insufficient reasons for refusing or disconnecting service.

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

- (A) Failure to pay for service furnished to a former customer unless the former customer and the new applicant for service continue to be members of the same household.
- (B) Failure to pay a nonresidential account.
- (C) Failure to pay any amount which is in bona fide dispute. Where the customer has registered a complaint with the commission's public interest center or filed a formal complaint with the commission which reasonably asserts a bona fide dispute, the company shall not disconnect service if the customer pays either the undisputed portion of the bill, if known or can reasonably be determined, or the amount billed for the same billing period in the previous year.
- (D) Failure to pay any non-regulated service charges.

4901:1-18-12 Restrictive language prohibition.

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

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

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 30.13
Cancels and Supersedes
Sheet No. 30.12
Page 1 of 2

RATE RS

RESIDENTIAL SERVICE

APPLICABILITY

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

NET MONTHLY BILL

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

Customer Charge per month \$6.00

Plus the applicable charge per month as set forth on Sheet
No. 65, Rider AMRP, Accelerated Main Replacement Program

Plus a charge for
All CCF delivered at \$0.18591 per CCF

Plus, all delivered gas shall be subject to an adjustment per CCF as set forth on:

- Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan.
- Sheet No. 68, Rider STR, State Tax Rider.
- Sheet No. 71, Rider GCRR, Gas Cost Recovery Rate.
- Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.

EXCISE TAX RIDER

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

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

LATE PAYMENT CHARGE

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

- (1) customers actively enrolled on the Percentage of Income Payment Plan (PIPP) pursuant to Rule 4901:1-18-04(B), Ohio Administrative Code;
- (2) the unpaid account balances of those customers being backbilled in accordance with Section 4933.28 Ohio Revised Code; and

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Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 30.13
Cancels and Supersedes
Sheet No. 30.12
Page 2 of 2

LATE PAYMENT CHARGE (Contd.)

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

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

SERVICE REGULATIONS

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

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Issued by Sandra P. Meyer, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 32.9
Cancels and Supersedes
Sheet No. 32.8
Page 1 of 2

RATE GS

GENERAL SERVICE

APPLICABILITY

Applicable to gas service required for any purpose by an individual customer on one premises when supplied at one point of delivery where distribution mains are adjacent to the premises to be served.

NET MONTHLY BILL

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

Customer Charge per month	\$21.00
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Plus the applicable charge per month as set forth on Sheet
No. 65, Rider AMRP, Accelerated Main Replacement Program

Plus a charge for	
First 1,000 CCF delivered at	\$0.1630 per CCF
Next 4,000 CCF delivered at	\$0.1570 per CCF
Additional CCF delivered at	\$0.1540 per CCF

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

EXCISE TAX RIDER

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

MINIMUM BILL

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

LATE PAYMENT CHARGE

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

TERM OF SERVICE

One year, terminable thereafter on three (3) days written notice by either customer or Company.

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P.U.C.O. Gas No. 18
Sheet No. 32.9
Cancels and Supersedes
Sheet No. 32.8
Page 2 of 2

SERVICE REGULATIONS

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

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Duke Energy Ohio
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P.U.C.O. Gas No. 18
Sheet No. 33.7
Cancels and Supersedes
Sheet No. 33.6
Page 1 of 4

RATE RFT

RESIDENTIAL FIRM TRANSPORTATION SERVICE

AVAILABILITY

Firm transportation service for residential purposes, which is provided from the Company's city gate receipt points to the outlet side of Company's meter. Service is available to all residential customers, except for those customers whose utility service accounts are past due at the time customer desires to utilize this service, or whose accounts fall into arrears, as defined in Rate FRAS, after choosing this service. In the latter event, the customer will be returned to the Company's sales service effective with the customer's next scheduled meter reading, and will be ineligible to choose this transportation service until all arrears are paid in full. For customers currently receiving service under this tariff, and the Company is billing for the gas supply and has purchased the accounts receivable of the Supplier, the written agreement between the Supplier and the residential customer shall be terminated for non-payment of the customer gas commodity portion of the bill if the account is at least 60 days past due. The Company may terminate a customer's supplier contract for non-payment and return the customer to the Company's sales service only if: (1) the Supplier has made an affirmative request for the Company to act as its agent to terminate customer contracts for non-payment; and (2) the Supplier has included in its customer contracts, a notice that the Company can terminate such contracts for non-payment. Where the Supplier is performing its own billing of the gas supply, termination of the agreement will be at the discretion of the Supplier, as specified in the Supplier contracts for service. In either case, the Supplier or the Company shall give no less than 30 days written notice that the customer will be switched from the Supplier and revert to the Company unless the past due amount is paid by the customer's next scheduled bill due date. If the past due amount is paid by the next scheduled bill due date, the customer will not revert to the Company and will remain with the Supplier. If the Company provides the late payment notice to the customer, it will send a copy of the notice to the customer's Supplier. A customer must enter into an agreement with a Supplier who meets the Company's requirements for participation in this pooling program pursuant to Rate FRAS, Sheet No. 44.

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

Residential customers who are enrolled in income payment plans pursuant to Rule 4901:1-18-04(B), Ohio Administrative Code (PIPP Customers), shall be provided their alternative gas supply service exclusively through their own supply pool, for which gas is provided by a willing Supplier whose bid has been approved by the Public Utilities Commission of Ohio.

DEFINITIONS

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

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P.U.C.O. Gas No. 18
Sheet No. 33.7
Cancels and Supersedes
Sheet No. 33.6
Page 2 of 4

CHANGES IN CUSTOMERS' SERVICE ELECTIONS

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

TRANSFER OF SERVICE

Customers may transfer from one Supplier's pool to any other Supplier's pool or revert to the Company's sales service upon payment of a \$5.00 switching fee. If the Company's firm transportation program terminates, or if the Supplier removes the customer from its pool, or if the Company terminates a customer's Supplier's participation in the Company's transportation program, the customer may revert to the Company's sales service without paying the switching fee.

NET MONTHLY BILL

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

Administrative Charge per month	\$6.00
---------------------------------	--------

Plus the applicable charge per month as set forth on Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program

Plus a charge per CCF for each CCF of gas transported for customer from Company's city-gate measuring stations to the outlet side of Company's meter used to measure deliveries to customer at	\$0.18591 per CCF
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Plus, all transported gas shall be subject to an adjustment per CCF as set forth on:
Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan.
Sheet No. 68, Rider STR, State Tax Rider.
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.
Sheet No. 77, Rider GCRT, GCR Transition Rider.

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

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

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

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139 East Fourth Street
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P.U.C.O. Gas No. 18
Sheet No. 33.7
Cancels and Supersedes
Sheet No. 33.6
Page 3 of 4

MINIMUM BILL

The monthly minimum bill shall be the Monthly Administrative Charge and applicable charge under Rider AMRP shown above plus the percentage specified in Rider ETR, Sheet No. 64, the Ohio Excise Tax Liability Rider.

GENERAL TERMS AND CONDITIONS

1. Approved Supplier List

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

2. Applications and Service Date

A customer who desires service under this tariff shall apply through its chosen Supplier at least five (5) business days before customer's normal monthly meter reading date. Unless the Company determines that the customer is not eligible to become a transportation customer of the Supplier, the Company shall exercise its best efforts to transfer the customer to the Supplier's pool on the customer's next regularly scheduled meter reading date. If an application for an eligible customer is received less than five (5) business days prior to the next regularly scheduled meter reading date, the Company will transfer the customer as soon as possible. In the event that the Company is unable to transfer the customer in less than five business days, the customer shall be transferred as of the regular meter reading date of the following month. The Company shall notify the Supplier of the actual transfer date.

A customer, who terminates service under this tariff and returns to sales service, or who changes Suppliers, shall provide Company with 30 days written or electronic notice. Requests so received shall normally be honored on customer's next regularly scheduled meter reading date. In the event that a customer is returned to sales service for non-payment, the Supplier shall provide the Company with notice of termination and shall comply with all notice requirements of the Suppliers' Code of Conduct set forth in Rate FRAS, Sheet No. 44.

3. Access to Usage History and Current Billing Information

The "Customer Consent Form" used to initiate requests for service under this tariff shall authorize customer's Supplier to receive customer's usage, billing, and payment history from the Company, to act on customer's behalf in making billing/usage inquiries, and to act on customer's behalf in exchanging current billing information with Company, including notices of commencement or termination of service by either party.

4. Delivery Pressure and Gas Composition

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

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P.U.C.O. Gas No. 18
Sheet No. 33.7
Cancels and Supersedes
Sheet No. 33.6
Page 4 of 4

GENERAL TERMS AND CONDITIONS (Contd.)

During severe weather periods, Company must sometimes supplement its flowing gas supplies with propane-air gas produced at peaking plants located at various points on Company's system. While Company attempts to manufacture such gas at a heating value roughly equivalent to the heating value of its flowing gas supplies, it is not always able to do so.

5. Regulatory Approvals

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

LATE PAYMENT CHARGE

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

- (1) customers actively enrolled on the Percentage of Income Payment Plan (PIPP) pursuant to Rule 4901:1-18-04(B), Ohio Administrative Code.
- (2) the unpaid account balances of those customers being backbilled in accordance with Section 4933.28 Ohio Revised Code; and
- (3) the unpaid account balances of those customers on other Commission-approved deferred payment plans or the Budget Billing Plan, except that a late payment charge may be assessed on any deferred payment plan or Budget Billing Plan amount not timely paid.
- (4) the unpaid gas commodity portion of account balances of those customers served by a Supplier participating in the Company's Choice Program where Company has not agreed to purchase the Supplier's accounts receivable.

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

SERVICE REGULATIONS

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

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139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 1 of 22

RATE FRAS

FULL REQUIREMENTS AGGREGATION SERVICE

APPLICABILITY

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

CHARACTER OF SERVICE

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

GAS SUPPLY AGGREGATION/CUSTOMER POOLING AGREEMENT

Prior to acting as a Supplier for Pool Customers taking service under Rate Schedules RFT or FT, Supplier must enter into a Gas Supply Aggregation/Customer Pooling Agreement with the Company. An example of the Gas Supply Aggregation/Customer Pooling Agreement is attached to this Tariff Sheet.

SUPPLIER INVOICE

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

LATE PAYMENT CHARGE

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

RETURNED CHECK CHARGE

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

MEASUREMENT OF CUSTOMER USAGE VOLUMES

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

QUALITY OF GAS DELIVERED BY SUPPLIER

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

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P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 2 of 22

TITLE AND WARRANTY

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

DEFINITIONS

"Adjusted MDQ" means the Supplier's MDQ for December, January, and February, less the Company's winter propane percentage, representing the Pool's allocation of the Company's propane peaking supplies.

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

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

"Arrearages" are past due and unpaid amounts owed to the Company. A 30-day arrears exists when any portion of the previous month's bill is unpaid at the time the current bill is issued. Customers having a 30-day or more arrears of \$50.00 or more are not eligible to participate in the Program. A customer who is current on a payment plan for previously billed and unpaid charges is not considered to have Arrearages when an electronic enrollment to the Company's firm transportation program is received from a Supplier.

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

"Ccf" means one hundred cubic feet.

"Commission" means the Public Utilities Commission of Ohio.

"Company" means Duke Energy Ohio.

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

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

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

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Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 3 of 22

DEFINITIONS (Contd.)

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

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

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

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

"Mcf" means one thousand cubic feet.

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

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

"OAC" means the Ohio Administrative Code.

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

"Operational Flow Orders" (OFOs) are orders issued by the Company via its electronic bulletin board or fax transmission directing Customer, or its Supplier, to adjust their daily deliveries into the Company's system to either match, match or be less than, or match or be more than (1) their Daily Adjusted Target Supply Quantity for those Customers receiving service under Rates FT and RFT, or (2) their actual measured volumes for those Customers receiving service under Rate IT or interruptible special contract arrangements.

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Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 4 of 22

DEFINITIONS (Contd.)

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

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

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

"Pooling Program" refers to the services provided under Residential Firm Transportation Service (Rate RFT – Sheet No. 33), Firm Transportation Service (Rate FT – Sheet No. 52), and Full Requirements Aggregation Service (Rate FRAS – Sheet No. 44).

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

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

"Program" means the Company's firm transportation/supply aggregation Customer choice program under Rate RFT and Rate FT, and Rate FRAS, respectively.

"PUCO" means the Public Utilities Commission of Ohio.

"Sales Service" means service under Residential Service (Rate RS – Sheet No. 30) or General Service (Rate GS – Sheet No. 32).

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

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

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

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Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 5 of 22

DEFINITIONS (Contd.)

"Transportation Service" means service under Residential Firm Transportation Service (Rate RFT - Sheet No. 33), Firm Transportation Service (Rate FT - Sheet No. 52), or Interruptible Transportation Service (Rate IT - Sheet No. 51).

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

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

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

REQUIREMENTS FOR SUPPLIER PARTICIPATION

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

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

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

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

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

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139 East Fourth Street
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P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 6 of 22

REQUIREMENTS FOR SUPPLIER PARTICIPATION (Contd.)

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

GENERAL PROVISIONS

- A) Suppliers and Governmental Aggregators shall not engage in unfair, misleading, deceptive, or unconscionable acts or practices related to, without limitation, the following activities:
 - 1) Marketing, solicitation, or sale of a competitive retail natural gas service;
 - 2) Administration of contracts for such service; or
 - 3) Provision of such service, including interactions with consumers.
- B) Suppliers shall maintain an employee and an office open for business in the state of Ohio.
- C) Suppliers and Governmental Aggregators shall not cause or arrange for the disconnection of distribution service, or employ the threat of such actions, as a consequence of contract termination, customer nonpayment, or for any other reason.
- D) Suppliers and Governmental Aggregators shall not change or authorize the changing of a Customer's Supplier of competitive retail natural service without the Customer's prior consent, as provided for under Rule 4901:1-29-06 of the OAC. For the purpose of procuring competitive retail natural gas services, this requirement does not apply to automatic Governmental Aggregation and for the percentage of income payment program.
- E) All Suppliers and Governmental Aggregators shall provide the Commission's staff with a name, telephone number, and e-mail address of a contact person who will respond to Commission concerns pertaining to consumer complaints. If any of the required information relating to the contact person should change, the Supplier or Governmental Aggregator shall provide advance notice of such changes to the Commission.

RECORDS AND RETENTION

- A) The Company (for records retention related to competitive retail natural gas services), each Supplier and each Governmental Aggregator shall establish and maintain records and data sufficient to:
 - 1) Verify its compliance with the requirements of any applicable Commission rules; and

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139 East Fourth Street
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P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 7 of 22

RECORDS AND RETENTION (Contd.)

- 2) Support any investigation of Customer complaints.
- B) Unless otherwise prescribed in this chapter, all records required by this chapter shall be retained for no less than two years.
- C) Unless otherwise prescribed by the Commission or its authorized representatives, all records required by this chapter shall be provided to the Commission staff within three business days of its request.

MARKETING AND SOLICITATION

- A) Each Supplier and Governmental Aggregator that offers competitive retail natural gas service to Customers shall provide, in marketing materials that include or accompany a service contract, sufficient information for Customers to make informed cost comparisons.
 1. For fixed-rate offers, such information shall, at minimum, include:
 - a) The cost per Ccf or Mcf, whichever is consistent with the Company's current billing format, for natural gas supply;
 - b) The amount of any other recurring or nonrecurring Supplier or Governmental Aggregator charges; and
 - c) A statement that the Supplier's or Governmental Aggregator's rate is exclusive of all applicable state and local taxes and the Company's service and delivery charges.
 - 2) For variable-rate offers, such information shall, at minimum, include:
 - a) A clear and understandable explanation of the factors that will cause the price to vary (including any related indices) and how often the price can change;
 - b) The amount of any other recurring or Supplier or Governmental Aggregator charges; and
 - c) A statement that the Supplier's or Governmental Aggregator's rate is exclusive of all applicable state and local taxes and the Company's service and delivery charges.
- B) A Supplier's or Governmental Aggregator's promotional and advertising material shall be provided to the Commission or its staff within three business days of a request by the Commission or its staff.
- C) No Supplier or Governmental Aggregator may engage in marketing, solicitation, sales acts, or practices which are unfair, misleading, deceptive, or unconscionable in the marketing, solicitation, or sale of a competitive retail natural gas service. Such unfair, misleading, deceptive, or unconscionable acts or practices include, but are not limited to, the following:
 - 1) Soliciting Customers for a competitive retail natural gas service:

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139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 8 of 22

MARKETING AND SOLICITATION (Contd.)

- a) After suspension, rescission, or conditional rescission of certification by the Commission; or
 - b) After denial of certification renewal by the Commission.
- 2) Failing to comply with paragraph (A) or (B) of this section;
 - 3) Failing to provide in or with its advertisements and promotional materials that make an offer for sale, a toll-free/local telephone number (and address for printed materials) which the potential Customer may call or write to request detailed information regarding the price, terms, conditions, limitations, and restrictions;
 - 4) Soliciting via telephone calls initiated by the Supplier or Governmental Aggregator (or its agent) without first:
 - a) Obtaining the list of Customers who have requested to be placed on a "do not call" list, which shall be created and maintained by the Commission; and
 - b) Obtaining monthly updates of the Commission-maintained "do not call" list;
 - 5) Engaging in telephone solicitation of Customers who have been placed on the "do not call" list maintained by the Commission;
 - 6) Engaging in telephone solicitation to residential customers either before nine a.m. or after nine p.m.;
 - 7) Engaging in direct solicitation to Customers where the Supplier's or Governmental Aggregator's sales agent fails to wear and display a valid Supplier or Governmental Aggregator photo identification. The format for this identification shall be pre-approved by the Commission staff; and
 - 8) Advertising or marketing offers that:
 - a) Claim that a specific price advantage, savings, or guarantee exists if it does not, or may exist if it will not;
 - b) Claim to provide a competitive retail natural gas service when such an offer is not a bona fide offer to sell such services;
 - c) Offer a fixed price per Ccf or Mcf, whichever is consistent with the Company's current billing format, for competitive retail natural gas service without disclosing all recurring and nonrecurring charges;
 - d) Offer a variable price per Ccf or Mcf, whichever is consistent with the Company's current billing format, for competitive retail natural gas service without disclosing all recurring and nonrecurring charges; and
 - e) Fail to disclose all material limitations, exclusions, and offer expiration dates.

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P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 9 of 22

OBLIGATIONS TO THE COMPANY

Each Supplier participating in the Pooling Program shall:

- 1) Deliver gas to the Company on a firm basis on behalf of the Supplier's pool members in accordance with the requirements of the "Gas Supply Aggregation/Customer Pooling Agreement".
- 2) Establish and maintain a credit-worthy financial position to enable the Supplier to indemnify the Company and the Customers for costs incurred as a result of any failure by Supplier to deliver gas in accordance with the requirements of the program and to assure payment of any PUCO-approved charges for any such failure.
- 3) Make good faith efforts to resolve all disputes between Supplier and its Pool Customers and to cooperate with resolution of any joint issues with Company.
- 4) Refrain from requesting Customer-specific billing, payment, and usage history without first having received the Customer's approval to access such information.

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

CUSTOMER INFORMATION LIST

On or before May 1, 2003, Company shall make available to Suppliers an electronic list of Customer information for Customers who are eligible to participate in the Program. Such list shall be updated quarterly and shall, at a minimum, contain the following information regarding each Customer: name, service and mailing addresses, meter read date or schedule, and the most recent 12 months of consumption data. The fee for this Customer information list is set forth in Sheet No. 45 herein.

GOVERNMENTAL AGGREGATION

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

On or before May 1, 2003 and upon the request of a Governmental Aggregator, the Company will provide, on a best efforts basis, an update list of Eligible Customers' names, service and mailing addresses, account numbers, and other Customer information list data for all Eligible Customers residing within the Governmental Aggregator's boundaries. Except for the inclusion of information for Customers who have opted-off the Company's Customer information list for Suppliers and Company account numbers, the Customer information contained in such list shall be consistent with any Customer information list provided to Suppliers described herein. The Governmental Aggregator will pay a fee for a copy of said list, as set forth in Sheet No. 45 herein. The Governmental Aggregator shall not disclose or use a Customer's account number or any Customer information regarding those Customers who have opted off the Company's Customer information list, without the Customer's express written consent.

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

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Duke Energy Ohio
139 East Fourth Street
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P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 10 of 22

CUSTOMER SIGN-UP PROCEDURES

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

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

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

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

Once complete and accurate information supporting a Customer joining or leaving Supplier's Pool is received and confirmed by Company, the change will be effective with the Customer's next on-cycle meter reading after the Customer's Enrollment Processing Period. If a Customer rescinds their enrollment prior to commencing service with a Supplier, the Company shall notify the Supplier within two business days of the Customer's rescission.

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P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 11 of 22

CUSTOMER SIGN-UP PROCEDURES (Contd.)

Customer will remain with its Supplier until: 1) the Customer is reverted to Sales Service due to non-payment or Supplier default; 2) the Customer or Supplier notifies the Company that the Customer should revert to the Company's Sales Service; 3) the Customer joins the PIPP program; or 4) when the Company's information system has the necessary capability, which will occur on or after May 1, 2003, the Customer's name, service address and account number appear on another Supplier's electronic enrollment file listing. If a Customer moves from one address to another within the Company's service territory; a) nothing in this tariff shall be construed to impact the Supplier/Customer contract by virtue of that move; b) the Company's current billing system needs confirmation in order to maintain the Customer's choice program participation with the Supplier because of the location change within the Company's service territory; c) in order to maintain the Customer's choice program participation with the Supplier, the Supplier must confirm enrollment via Customer authorization once the new distribution service account with the Company has been established; d) when a Customer changes their service address within the Company's service territory, the Customer will be billed for Sales Service for a period of no more than one billing cycle plus 11 days, provided that a timely enrollment notice is received from the Supplier; e) the Customer and the Supplier may minimize the time the Customer is billed under Sales Service by promptly providing the Company with the new enrollment notice. If the Customer's current Supplier initiates Customer's termination in the Program, the Company shall issue a written notification to the Customer informing Customer of such change. Customers who on their own initiative decide to terminate their participation in the Program will be permitted to do so without the Company making any determination regarding whether the Customer is contractually permitted to make such move. The Company shall not be liable to the Supplier or Customer for allowing the Customer to revert to Sales Service. The Company is not responsible for tracking Supplier contract terms and conditions between Suppliers and Customers and shall not be liable for any default of such contract.

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

Prior to installing additional information system capability on or after May 1, 2003, the Company shall reject an enrollment request from another Supplier for a Customer currently with a Supplier, unless the current Supplier has submitted an electronic drop notification to the Company prior to receipt of the new electronic enrollment request from another Supplier. In enrollment situations where the necessary drop notification has been received or the Customer is currently receiving Sales Service, the Company shall, prior to commencing competitive retail natural gas service with the subsequent Supplier, mail the Customer a confirmation notice stating:

- 1) The Company has received a request to enroll the Customer for competitive retail natural gas service with the named Supplier;
- 2) The date such service is expected to begin; and
- 3) How the Company may be contacted.

After installing additional information system capability on or after May 1, 2003, the Company will accept an enrollment from another Supplier for a Customer who is currently with a Supplier, without the current Supplier first submitting an electronic drop notification to the Company. In enrollment situations where a Customer is already being served by a Supplier or the Customer is currently receiving Sales Service, the Company shall, prior to commencing competitive retail natural gas service with the subsequent Supplier, mail the Customer a confirmation notice stating:

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139 East Fourth Street
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P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 12 of 22

CUSTOMER SIGN-UP PROCEDURES (Contd.)

- 1) The Company has received a request to enroll the Customer with the named Supplier, and, in the case of an enrollment request for a Customer who is currently with another Supplier, a statement that Company's records reflect that Customer is currently enrolled with another Supplier along with an admonition that Customer should review the terms and conditions of the incumbent Supplier's Contract for Customer's obligations under said Contract;
- 2) The date such service is expected to begin;
- 3) The Customer has seven business days from the postmark date on the notice to contact the Company telephonically, in writing or via the Internet to rescind the enrollment request or notify the Company that the change of the Supplier was not requested by the Customer; and
- 4) The Company's appropriate contact information, including, but not limited to, the Company's toll-free telephone number.

Prior to the Company installing additional information system capability on or after May 1, 2003, a Customer's account is subject to the applicable GCR adjustments (BA, AA, or RA) during the initial twelve-month period of the Customer's participation in the Company's choice program. If a Customer is returned to Sales Service for any reason during the initial twelve-month period and the Customer subsequently chooses another Supplier or Governmental Aggregator, then the GCR adjustments will only apply for the remaining number of months left in the initial twelve-month period. Any Customer returning to the Company's Sales Service because of Supplier default, abandonment, slamming or certification rescission will not be liable for the Company's GCR adjustments while receiving Sales Service, provided that the Customer begins receiving service from a Supplier no more than sixty (60) days from the date of the Customer's return to Sales Service. Until the additional information system capability is installed, a Customer's account is only subject to the GCR adjustments during the initial twelve months of the Customer's participation in the Company's choice program.

After the Company installs additional information system capability on or after May 1, 2003, a Customer's account may be subject to the GCR adjustments longer than the initial twelve-month period of the Customer's participation in the Company's choice program, based on the amount of time the Customer receives Sales Service when returning from a Supplier. If a Customer is returned to Sales Service for any reason during the initial twelve-month period and the Customer begins receiving service from a Supplier no more than sixty (60) days from the date of the Customer's return to Sales Service, then the GCR adjustments will only apply for the remaining number of months left in the initial twelve-month period. However, any time a Customer returns to Sales Service from a Supplier for any reason and continues receiving such service for more than sixty (60) days, the twelve-month obligation to the Company's GCR adjustments renews itself when the Customer enrolls with a Supplier. Any Customer returning to the Company's Sales Service because of Supplier default, abandonment, slamming or certification rescission will not be liable for the Company's GCR adjustments while receiving Sales Service, provided that the Customer begins receiving service from a Supplier no more than sixty (60) days from the date of the Customer's return to Sales Service.

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

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

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P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 13 of 22

ENROLLMENT OF CUSTOMERS

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

CONTRACT ADMINISTRATION AND RENEWAL NOTICES

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

POOL CUSTOMER BILLING OPTIONS

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

Option 1 – Company Consolidated Billing

The Pool Customer shall receive one bill from the Company that indicates the name of the Supplier from whom the Customer is receiving its gas supply and includes an amount for the Supplier's gas supply charges in accordance with the pricing arrangements agreed upon between the Supplier and the Customer, including any taxes for which the Supplier must collect. The Company's consolidated bill may provide the budget amounts, past due balances, payments applied, credits, late charges, and total amount due on a consolidated basis only. A Supplier who elects this billing option will be limited to a reasonable number of pricing arrangements to which a Customer may be assigned by the Supplier and billed by the Company. In the event that a Supplier desires extraordinary billing system changes, the Supplier shall be charged for the cost of implementing such changes, as set forth in Sheet No. 45 of this Tariff.

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

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

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

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

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Duke Energy Ohio
139 East Fourth Street
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P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 14 of 22

POOL CUSTOMER BILLING OPTIONS (Contd.)

Option 2 – Dual Billing

The Customer shall receive two bills as follows:

- a) The Company shall bill and collect for its portion of the bill that includes charges for gas transportation service and all applicable Riders. The Company's bill shall include the Supplier's name and a statement that the Supplier is responsible for billing Supplier's charges. In the event that a Customer remits to the Company less than the amount included on the Company's bill, Customer shall be subject to the same late charges and disconnect rules that would be applicable if the Customer were receiving Sales Service.
- b) Supplier shall be responsible for billing and collecting its part of the bill including any past due amounts that are due from Supplier's own prior billings. To facilitate Suppliers' portion of the billing each month, the Company will provide each Supplier with an electronic notification of the monthly meter readings of all Customers within Supplier's Pool that have been billed by the Company. Such billing data will correspond to the meter reading data on which the Company based its bill for transportation service. A Supplier may terminate gas sales to any Pool Customer for non-payment and remove the Customer from its Pool in accordance with the procedures for dropping Customers from a Supplier's Pool pursuant to this Tariff Sheet.

CUSTOMER DISCONNECTION

The Company may only disconnect service to a Customer for non-payment of its Regulated Utility Charges. Neither the Company nor the Supplier is permitted to physically disconnect Customer's gas service for non-payment of the Supplier gas charges.

CUSTOMER ACCESS AND COMPLAINT HANDLING

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

A) Customer access

- 1) Each Supplier or Governmental Aggregator shall ensure Customers reasonable access to its service representatives to make inquiries and complaints, discuss charges on customer bills, terminate competitive service, and transact any other pertinent business.
- 2) Telephone access shall be toll-free and afford Customers prompt answer times during normal business hours.
- 3) Each Supplier or Governmental Aggregator shall provide a twenty-four hour automated telephone message instructing callers to report any service interruptions or natural gas emergencies to the Company.

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P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 15 of 22

CUSTOMER ACCESS AND COMPLAINT HANDLING (Contd.)

B) Customer complaints

- 1) Each Supplier or Governmental Aggregator (and/or its agent) shall investigate Customer complaints (including Customer complaints referred by the Company) and provide a status report within three business days following receipt of the complaint to:
 - a) The customer, when the complaint is made directly to the Supplier or Governmental Aggregator, or
 - b) The Customer and Commission staff, when a complaint is referred to the Supplier or Governmental Aggregator by the Commission staff.
 - 2) The Governmental Aggregator may choose to have the Supplier perform certain functions as the Governmental Aggregator's agent. However, the Governmental Aggregator is still responsible for ensuring that the requirements of these rules are met.
 - 3) If an investigation is not completed within ten business days, the Supplier or Governmental Aggregator (and/or its agent) shall provide status reports to the Customer, or if applicable, to the Customer and Commission staff. Such status reports shall be provided at three business day intervals until the investigation is complete, unless the action that must be taken will require more than three business days and the Customer has been so notified.
 - 4) The Supplier or Governmental Aggregator (and/or its agent) shall inform the customer, or the Customer and Commission staff, of the results of the investigation, orally or in writing, no later than three business days after completion of the investigation. The Customer or Commission staff may request the report in writing.
 - 5) If a Customer disputes the Supplier's or Governmental Aggregator's (and/or its agent's) report, the Supplier or Governmental Aggregator shall inform the Customer that the Commission staff is available to mediate complaints. The Supplier or Governmental Aggregator (and/or its agent) shall provide the Customer with the address, local/toll-free telephone numbers, and TDD/TTY telephone number of the Commission's public interest center.
 - 6) Each Supplier or Governmental Aggregator shall retain records of Customer complaints, investigations, and complaint resolutions for two years after the occurrence of such complaints and shall provide such records to the Commission staff within three business days of request.
 - 7) Each Supplier or Governmental Aggregator shall make good faith efforts to resolve disputes and cooperate with the resolution of any joint issues with the Company.
- C) If Customers contact the Company concerning competitive retail natural gas service issues, the Company shall:
- 1) Review the issue with the Customer to determine whether it also involves the Company;

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139 East Fourth Street
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P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 16 of 22

CUSTOMER ACCESS AND COMPLAINT HANDLING (Contd.)

- 2) Cooperate with the resolution of any joint issues with the Supplier or Governmental Aggregator; and
- 3) Refer the Customer to the appropriate Supplier or Governmental Aggregator in those instances where the issue lacks Company involvement.

D) Slamming Complaints

- 1) A slamming complaint is a Customer's allegation that the Customer's Supplier or Governmental Aggregator has been switched without the Customer's authorization.
- 2) If a Customer contacts the Company, Supplier or Governmental Aggregator alleging that the Customer's Supplier has been switched without the Customer's authorization, the Company, Supplier or Governmental Aggregator shall:
 - a) Provide the Customer any evidence relating to the Customer's enrollment;
 - b) Refer the Customer to the Commission's public interest center;
 - c) Provide the Customer with the local/toll-free telephone numbers of the Commission's consumer service department; and
 - d) Cooperate with the Commission staff in any subsequent investigations of the slamming complaint.
- 3) Except as otherwise provided in Chapter 4901:1-28 of the OAC, if the Supplier or Governmental Aggregator cannot produce valid documentation confirming that the Customer authorized the switch, there shall be a rebuttable presumption that the Customer was switched without authorization. Such documentation shall include one of the following, in conformance with the requirements of Rule 4901:1-29-06 of the OAC:
 - a) A signed contract, in the case of direct enrollment;
 - b) An audio recording, in the case of telephonic enrollment; or
 - c) Electronic consent, in the case of internet enrollment.
- 4) In the event that the Customer was switched from one Supplier or Governmental Aggregator to a different Supplier or Governmental Aggregator without authorization, the Customer's previous Supplier or Governmental Aggregator shall re-enroll the Customer without penalty under such Customer's original contract price for the duration of the original term and send the Company an electronic enrollment request. If the original Supplier or Governmental Aggregator is unable to return the Customer to the original contract price, the original Supplier or Governmental Aggregator may enroll the Customer in a new contract pursuant to the provisions of Rule 4901:1-29-06 of the OAC, or the Customer may select a new Supplier or return to the Company's GCR commodity service;

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P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 17 of 22

CUSTOMER ACCESS AND COMPLAINT HANDLING (Contd.)

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

UPSTREAM CAPACITY REQUIREMENTS

Suppliers participating in the Company's firm transportation program must secure their own upstream firm interstate pipeline capacity required to meet Supplier's Rates FT and RFT pool Adjusted MDQ. Due to the physical configuration of the Company's system, and certain upstream interstate pipeline facilities, and to enable the Company to comply with lawful interstate pipeline tariffs and/or to maintain the Company's system integrity, during the months of December, January and February, the Company reserves the right to direct each Supplier to proportionally deliver, with respect to the Company's northern and southern interstate pipeline receipt points, the Supplier's daily pool requirements. Specific delivery requirements will be electronically posted by the Company.

The Company will provide and charge the Supplier a balancing service, which will be solely used to manage differences between the Company's required daily delivery and actual consumption. The rate for this balancing service, which is set forth in Rider FBS, Sheet No. 75, Firm Balancing Service, is described further in the Daily Balancing Option paragraph below. This balancing charge will be applied to the total monthly consumption by the Supplier's aggregate FT and RFT pool.

The Company may make available to Suppliers, upstream firm interstate pipeline capacity. Suppliers accepting such capacity are subject to the terms and conditions of the tariffs of those pipeline companies on whose facilities such capacity is accepted. A Supplier wishing to contract for the release of such capacity must make a request for release for a period in excess of thirty days and agree to pay the full contract demand rate which the Company would otherwise pay for the released capacity, in order for the Supplier to be assured the assignment of such capacity. The Company shall not be obligated to provide requested capacity if it has no surplus capacity beyond the amount needed to supply its Sales Service Customers.

DAILY BALANCING

Suppliers must pay the Company for daily balancing service in accordance with the following provisions:

- a) Target Supply Quantities must be delivered each day based on the Company's forecasted temperatures and the aggregate demand curve for each Customer pool, all as more fully described within the "Gas Supply Aggregation/Customer Pooling Agreement" between the Company and Supplier. Any Supplier which fails to deliver gas volumes in accordance with that agreement may be terminated from further participation in the program.
- b) Suppliers will be billed the balancing charge rate per Mcf on all volumes consumed by the Customer pool each billing month. This rate, which is set forth on Rider FBS, Sheet No. 75, Firm Balancing Service, will be updated concurrently with the Company's Gas Cost Recovery filings to reflect changes in the rates of interstate pipeline companies' tariffs whose services underlie the provision of this balancing service.

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139 East Fourth Street
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P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 18 of 22

DAILY BALANCING (Contd.)

- c) The Company may reduce the daily Target Supply Quantities during the calendar months of October and November to provide for deliveries by Supplier of less gas than the projected consumption level of the Customer pool in order to avoid the potential of pipeline penalty charges.
- d) Suppliers are subject to Operational Flow Orders issued by the Company as described below. The Company may suspend from this program any Supplier which does not comply with an Operational Flow Order.

MEASUREMENT OF CONSUMED VOLUMES

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

ANNUAL RECONCILIATION

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

Suppliers will eliminate the imbalance through the exchange of gas with Company via a storage inventory transfer or delivery over the next 30 days or longer if mutually agreed by Supplier and Company.

OPERATIONAL FLOW ORDERS

Suppliers are subject to the Company's issuance of operational flow orders which will direct each Supplier to adjust scheduled volumes to match the Customer Pool's estimated usage. However, on days with projected temperatures colder than the design winter peak day temperature, the Supplier will have two options. The Supplier may: 1) deliver to Company the volume of gas equal to their Adjusted Target Supply Quantity; or 2) deliver to Company only that volume equal to their Adjusted MDQ and rely on Company to acquire the incremental volume i.e., the difference between their Adjusted Target Supply Quantity and their Adjusted MDQ. If the Supplier selects the second option, the Supplier will pay the Company for costs the Company incurs in obtaining the incremental supply. Failure of the Supplier to deliver volumes in accordance with its selected option may result in suspension or termination from further participation in Company's firm transportation program.

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

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P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 19 of 22

OPERATIONAL FLOW ORDERS (Contd.)

Under-deliveries

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

Over-deliveries

- 1) any over-run delivered by Supplier will be confiscated by the Company and used for its general supply requirements, without compensation to Supplier.
- 2) Company shall bill and Supplier shall pay any penalty charges that the Company incurs from the interstate pipelines for such excess deliveries, provided such penalties can be attributed to Supplier's over-run.

SCHEDULING

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

Each morning, by 9:00 A.M. E.S.T., the Company will post on its electronic bulletin board (EBB) an "Adjusted Target Supply Quantity" that the Supplier will be required to deliver into the Company's designated city gate receipt points during the following gas day. For purposes of the Company's firm transportation program, the "Adjusted Target Supply Quantity" is defined as the Target Supply Quantity, plus or minus any adjustments that Supplier may be required to make to its daily deliveries, plus the daily firm requirements of all Customers being served by Supplier under both Rate IT and Rate FT, as specified within Supplier's Firm Transportation Service for Interruptible Transportation Customers contracts. The quantities so calculated will then be adjusted for Unaccounted-for Gas Loss back to the Company's city gate, and converted to Dth. By 1:00 P.M. E.S.T. each day, Supplier shall notify the Company through the EBB of its total city gate nominations for the next day, by Company Rate Schedule, for each pipeline company delivering gas into the Company's system.

The Adjusted Target Supply Quantities that will be used to define the Supplier's next day delivery obligations shall also be the quantities against which the Supplier's pipeline confirmed daily deliveries into the Company's system will be compared in order to determine Supplier's daily overrun/underrun volumes. Daily overrun/underrun volumes determined in this manner shall form the bases for daily "cash-outs," OFO charges, daily pipeline penalty charge flow throughs, and any other charges under any of the Company's applicable tariffs, that are levied based on Supplier's failure to deliver the Adjusted Target Supply Quantities of gas into the Company's system.

OTHER RULES AND REGULATIONS

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

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P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 20 of 22

CONSEQUENCES OF SUPPLIER'S FAILURE TO PERFORM OR COMPLY

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

If a Supplier fails to deliver gas in accordance with the full service requirements of the Gas Supply Aggregation/Customer Pooling Agreement, or otherwise fails to comply with the provisions of this Tariff Sheet, including those specified in the Obligations to the Company section, the Company shall have the discretion to initiate the process to suspend temporarily or terminate such Supplier's further Program participation. To initiate the process, the Company shall serve a written notice of such failure in reasonable detail and with a proposed remedy to the Supplier and the Commission, as set forth in Rule 4901:1-27-12(J) of the OAC.

On or after the date said notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the Supplier from participation in the Company's Program. Except for failure due to under-delivery or non-delivery, if the Commission, or any Attorney Examiner, does not issue an entry to suspend or reject the action proposed by the Company within ten (10) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh (11th) business day. If the Supplier's failure is due to under-delivery or non-delivery and, if the Commission, or an Attorney Examiner, does not act within five (5) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth (6th) business day.

If the Supplier is suspended or terminated from the Program, Customers in such Pool shall revert to Company's Sales Service, unless and until said Customers join another Supplier's Pool. Any termination or suspension of the Gas Supply Aggregation/Customer Pooling Agreement pursuant to any provision of this section shall be without waiver of any remedy, whether at law or in equity, to which the party not in default otherwise may be entitled for breach of the Agreement.

ALTERNATIVE DISPUTE RESOLUTION

Alternative Dispute Resolution shall be offered to Suppliers and the Company as a means to address disputes and differences that may arise under this tariff. Alternative Dispute Resolution shall be conducted in accordance with the Commission rules or as agreed upon among the applicable parties. Nothing herein shall act to deprive any party of its legal rights in a jurisdictional forum.

FORCE MAJEURE

If either Supplier or Company is unable to fulfill its obligations under this Tariff Sheet due to an event or circumstance which is beyond the control of such party and which prevents such performance, such party shall be excused from and will not be liable for damages related to non-performance during the continuation of such impossibility of performance. Neither of the following shall be considered a force majeure condition: 1) changes in market conditions that affect the acquisition or transportation of natural gas, or 2) failure of Supplier to deliver or Pool Customers to consume scheduled gas volumes.

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

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 44.6
Cancels and Supersedes
Sheet No. 44.5
Page 21 of 22

FORCE MAJEURE (Contd.)

The party claiming force majeure will use due diligence to remove the cause of the force majeure condition and resume delivery or consumption of gas previously suspended. Gas withheld from the Supplier or Pool Customers during a force majeure condition will be delivered upon the end of such condition as soon as practicable.

COMPANY STANDARDS OF CONDUCT WITH RESPECT TO MARKETING AFFILIATES

In operation of its firm transportation program, the Company will adhere to the following Standards of Conduct for Marketing Affiliates:

- 1) Company must apply any tariff provision relating to transportation services in the same manner to the same or similarly situated persons if there is discretion in the application of the provision.
- 2) Company must strictly enforce a tariff provision for which there is no discretion in the application of the provision.
- 3) Company may not, through a tariff provision or otherwise, give any Supplier including its marketing affiliate or Customers of any Supplier including its affiliate, preference over any other gas Suppliers or their Customers in matters, rates, information, or charges relating to transportation service including, but not limited to, scheduling, balancing, metering, storage, standby service, or curtailment policy. For purposes of the Company's firm transportation program, any ancillary service provided by Company, e.g., billing and envelope service, that is not tariffed will be priced and made equally available to all.
- 4) Company must process all similar requests for transportation in the same manner and within the same approximate period of time.
- 5) Company shall not disclose to anyone other than a Company employee any information regarding an existing or proposed gas transportation arrangement, which Company receives from (i) a Customer or Supplier, (ii) a potential Customer or Supplier, (iii) any agent of such Customer or potential Customer, or (iv) a Supplier or other entity seeking to supply gas to a Customer or potential Customer, unless such Customer, agent, or Supplier authorizes disclosure of such information.
- 6) If a Customer requests information about Suppliers, Company shall provide a list of all Suppliers operating on its system, but shall not endorse any Supplier nor indicate that any Supplier will receive a preference because of a corporate relationship.
- 7) Before making Customer lists available to any Supplier, including any Company marketing affiliate, Company will post on its electronic bulletin board a notice of its intent to make such Customer list available. The notice shall describe the date the Customer list will be made available, and the method by which the Customer list will be made available to all Suppliers.
- 8) The Company will, to the extent practicable, separate the activities of its operating employees from its affiliate marketing employees in all areas where their failure to maintain independent operations may have the effect of harming Customers or unfairly disadvantaging unaffiliated Suppliers under the Company's transportation programs.

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Page 22 of 22

COMPANY STANDARDS OF CONDUCT WITH RESPECT TO MARKETING AFFILIATES (Contd.)

- 9) Company shall not condition or tie its agreements for gas supply or for the release of interstate pipeline capacity to any agreement by a gas Supplier, Customer or other third party in which its marketing affiliate is involved.
- 10) Company and its marketing affiliate shall keep separate books of accounts and records.
- 11) Neither the Company nor its marketing affiliate personnel shall communicate to any Customer, Supplier or third party the idea that any advantage might accrue for such Customer, Supplier or third party in the use of Company's service as a result of that Customer's, Supplier's or other third party's dealing with any Supplier including its marketing affiliate.
- 12) The Company's complaint procedure for issues concerning compliance with these standards of conduct is as follows. All complaints, whether written or verbal, shall be referred to the Company's designated attorney. The Company's designated attorney shall orally acknowledge the complaint within five (5) working days of receipt. The complainant party shall prepare a written statement of the complaint which shall contain the name of the complainant and a detailed factual report of the complaint, including all relevant dates, companies involved, employees involved, and specific claim. The Company's designated attorney shall communicate the results of the preliminary investigation to the complainant in writing within thirty (30) days after the complaint was received including a description of any course of action which was taken. He or she shall keep a file with all such complaint statements for a period of not less than three years.
- 13) The Company shall not offer its affiliate Supplier a discount or fee waiver for transportation services, balancing, meters or meter installation, storage, standby service or any other service that would advantage the Company's affiliate Supplier.
- 14) The Company will not use its name and logo in its marketing affiliate's promotional material, unless the promotional material discloses in plain, legible or audible language, on the first page or at the first point where the Company's name and logo appear, that its marketing affiliate is not the same entity as the Company. The Company is also prohibited from participating in exclusive joint activities with any Supplier, including its affiliate, such as advertising, marketing, sales calls or joint proposals to any existing or potential Customers.

SERVICE REGULATIONS

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

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

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

**DUKE ENERGY OHIO
GAS SUPPLY AGGREGATION/CUSTOMER POOLING AGREEMENT
ASSOCIATED WITH FIRM TRANSPORTATION PROGRAM**

This Agreement is made and entered into this _____ day of _____, 2002, between Duke Energy Ohio, an Ohio corporation, 139 East Fourth Street, Cincinnati, Ohio 45202, hereinafter "Company", and _____ a(an) _____ corporation _____, hereinafter "Supplier."

WHEREAS, Supplier has secured firm supplies of natural gas which it intends to supply and sell on a firm, full gas requirements basis to gas Customers located on the Company's system, all within the parameters established by the Company for its Firm Gas Transportation Program (Rates FT and RFT).

WHEREAS, Company is willing and able, pursuant to the terms of this Agreement, to accept gas delivered into its city gate receipt points by Supplier and to redeliver such gas supplies to Supplier's aggregated pool of Customers, all of whom have elected firm transportation service from the Company under its firm gas transportation services tariffs, Rate FT and RFT.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, Company agrees to permit aggregations/pooling services and Supplier hereby agrees to aggregate natural gas supplies for all aggregations/pools served under this Agreement in accordance with the following terms and conditions:

ARTICLE I

Definitions

For purposes of interpreting this Agreement the following definitions shall apply:

1. Adjusted MDQ. "Adjusted MDQ" means the Supplier's MDQ for December, January and February, less the Company's winter propane percentage, representing the Pool's allocation of the Company's propane peaking supplies.
2. Adjusted Target Supply Quantities. "Adjusted Target Supply Quantities", or "ATSQ", is defined as the Target Supply Quantities plus or minus any adjustments that the Company may require the Supplier to make to its daily deliveries (i.e., Annual Reconciliation volumes) plus the daily firm (Rate FT) requirements of all Customers being served by the Supplier under Rate IT.
3. Commission. "Commission" means the Public Utilities Commission of Ohio.
4. Company. "Company" means Duke Energy Ohio.
5. Customer(s). "Customer(s)" means a residential or non-mercantile recipient of transportation services provided by the Company under its Rates FT and RFT, which secures its supply of gas from Supplier.
6. Maximum Daily Quantities. "Maximum Daily Quantities", or "MDQ", means the expected natural gas usage for a Supplier's Pool of Customers on the Company's system design peak day.
7. Mercantile Customer. "Mercantile Customer" has the meaning set out in division (L) of section 4929.01 of the Ohio Revised Code. In summary, it means a Customer that consumes, other than for residential use: 1) more than 5,000 Ccf of natural gas per year at a single location or as part of an undertaking having more than 3 locations within or outside the state, and 2) that has not filed a declaration with the PUCO.

8. Negative Imbalance Volume. "Negative Imbalance Volume", or "Under-deliveries", is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period exceeds the sum of the volumes available for redelivery by the Company to the Pool during the same period.
9. Operational Flow Order. "Operational Flow Orders", or "OFOs", are defined as notices issued by the Company to Suppliers, via the Company's electronic bulletin board ("EBB") or fax transmission, that require Supplier to schedule, and have confirmed by its transporting pipeline(s), deliveries into the Company's system within zero tolerance limits at the Adjusted Target Supply Quantity level, as defined in Article V, Paragraph (3), for Supplier's pool of Rate FT and RFT Customers. Supplier shall be required to deliver, or cause to be delivered, into the Company's specified city gate receipt points, if it is determined by the Company to be necessary and the specified receipt points and amounts are identified in the OFO message posted on the EBB. OFOs shall be issued by the Company in those situations where it is necessary, in the Company's sole judgment, for Supplier to deliver at the Adjusted Target Supply Quantity in order for the Company to (a) protect the integrity of the Company's gas system; (b) assure deliveries of gas supplies to all of the Company's firm Customers; and/or (c) adhere to the various interstate pipeline companies' balancing requirements, as stated in their FERC approved gas tariffs under which the Company is served.
10. Over-deliveries. "Over-deliveries", or "Positive Imbalance Volume", is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period is less than the sum of the volumes available for redelivery by the Company to the Pool during the same period.
11. Pool Customer. "Pool Customer" means a recipient of Transportation Service provided by the Company under Tariff Sheet Nos. 33 of 52 who receives gas supply from a Supplier as a member of a Pool.
12. Pooling Program. "Pooling Program" refers to the services provided under Residential Firm Transportation Service (Rate RFT - Sheet No. 33), Firm Transportation Service (Rate FT - Sheet No. 52), and Full Requirements Aggregation Service (Rate FRAS - Sheet No. 44).
13. Pooling Service. "Pooling Service" is a service provided by the Company that allows Suppliers (marketers, Suppliers, brokers, and producers) to deliver to the Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the full firm requirements of the one, or more, firm transportation Customers that comprise the membership of the Supplier's "pool", all in accordance with rules that the Company has established regarding delivery requirements, advancing, banking, billing and payments, bonding, Supplier performance requirements, and other similar requirements for participation as a "Supplier" in the Rate FT and RFT, firm transportation programs.
14. Positive Imbalance Volume. "Positive Imbalance Volume", or "Over-deliveries", is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period is less than the sum of the volumes available for redelivery by the Company to the Pool during the same period.
15. Program. "Program" means the Company's firm transportation/supply aggregation Customer choice program under Rate RFT and Rate FT, and Rate FRAS, respectively.
16. PUCO. "PUCO" means the Public Utilities Commission of Ohio.
17. Target Supply Quantities. "Target Supply Quantities", or "TSQ", are defined as daily city gate delivery quantities determined from statistical models used to estimate the daily gas usage of the full requirements firm Customers in Supplier's Pool. These daily gas usage estimates are adjusted for Unaccounted-for Gas Losses and converted from volumetric to thermal quantities.
18. The Pool. A group of one or more Customers, joined together by the Supplier for supply management purposes under this Agreement, which are receiving service pursuant to the Company's firm transportation tariffs.

19. Unaccounted-for Gas Loss. "Unaccounted-for Gas Loss" is the difference between the Company's total available gas commodity and the total gas commodity accounted for (metered) as sales, transported volumes, and company use. The difference is comprised of factors including leakage, discrepancies due to meter inaccuracies, and, with the use of cycle billing, an amount of gas used but not billed as of the end of a billing period.
20. Unaccounted-for Percentage. "Unaccounted-for Percentage" means a percentage calculated by dividing the difference between: 1) the aggregate volume of gas received into Company's system from the interstate pipelines plus the volume of vaporized propane, all converted to Ccf using the Btu content associated with such supply source and 2) the aggregate volume consumed by all of Company's gas Customers over that same period, by the Ccf volume calculated in item 1) above.
21. Under-deliveries. "Under-deliveries", or "Negative Imbalance Volume", is the amount by which the sum of all volumes actually delivered to the Pool Customers during the period exceeds the sum of the volumes available for redelivery by the Company to the Pool during the same period.

ARTICLE II

Term

The term of this Agreement shall commence on the first day of the month after execution hereof and, subject to Suppliers' continued compliance with the requirements outlined herein for participation in this program, shall continue in effect thereafter for a primary term of twenty-four (24) months. Thereafter, this Agreement shall continue from month to month, unless terminated by either party, upon at least ninety (90) days advance written notice. However, in no case shall this Agreement be terminated during a winter month (November through March), unless such winter period termination date is mutually agreed upon by both the Company and Supplier, and/or except pursuant to the provisions of Articles III, VI, and X of this Agreement. Supplier shall be required to incorporate sufficient flexibility into its pooling agreements with its end-user Customers that it serves, so that the operation of this provision will not contravene end-user Customers' rights under those agreements. In the event this Agreement is terminated in accordance with the procedures contained herein, Supplier's Customers shall be given the option of either electing an alternate Supplier, or returning to the Company's system supply, in accordance with the procedures outlined in Case No. 85-800-GA-AIR, as modified by the Commission from time to time.

ARTICLE III

Requirements For Program Participation

The Company shall have the right to establish reasonable standards for participation in this Program, provided it does so on a non-discriminatory basis. Accordingly, in order to participate as a "Supplier" in the Company's Firm Transportation Program, Supplier shall upon request provide the Company, on a confidential basis, with balance sheet and other financial statements, and with appropriate trade and banking references. Supplier also agrees to allow the Company to conduct a credit investigation as to Supplier's credit worthiness and will pay a fee to the Company to cover the cost of a credit check, as set forth in Sheet No. 45 of the Company's P.U.C.O. Gas No. 18 tariff. Further, if the Company determines that it is necessary, Supplier agrees to maintain a cash deposit, an irrevocable letter of credit at a Company approved bank of the Supplier's choosing, or such other financial instrument, as the Company may require during the term of this agreement in order to assure Supplier's performance of its obligations under this Agreement. In order to assure that the value of such financial security instruments remains proportional to Supplier's potential liability under this Agreement, the required dollar amounts of such instruments shall be adjusted at the sole discretion of the Company, as Customers are added to, or deleted from, Supplier's pool. Supplier agrees that, in the event it defaults on its obligations under this Agreement and in order to satisfy Supplier's obligations under this Agreement, Company shall have the right to use such cash deposit the proceeds from such irrevocable

letter of credit, the proceeds from any other financial instrument agreed upon by the parties, and set-off against such obligations any revenue obtained through Company's billing on Supplier's behalf or any other revenues obtained by the Company as a result of any and all agreements and relationships between Company and Supplier. Such proceeds shall be used to secure additional gas supplies, including payment of the costs of the gas supplies themselves, the costs of transportation, storage, gathering and other related costs incurred in bringing those gas supplies into the Company's system. The proceeds from such instruments shall also be used to satisfy any outstanding claims that the Company may have against Supplier, including imbalance charges, cash-out charges, pipeline penalty charges, annual reconciliation charges, and other amounts owed to the Company, and arising from, Supplier's participation in this pooling program.

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

In addition to the above financial requirements, the Company may impose reasonable standards of conduct for Suppliers, as a prerequisite for their participation in the Program. Supplier acknowledges that in its capacity as a "Supplier" in this Program, it has a continuing responsibility to conduct its business in a legal and ethical manner. If, as a result of Customers' complaints, and/or from its own investigation, the Company determines, in its sole judgment, that Supplier is not operating under this Agreement in an ethical and/or legal manner, then the Company shall have the unilateral right to cancel this Agreement and deny Supplier's further participation in this pooling program in accordance with the procedures described in Article X of this Agreement.

Company will maintain a list of Suppliers, who have met the pooling program's financial and performance requirements. This list will be made available to Customers upon request.

ARTICLE IV

Full Requirements Service

In exchange for the opportunity to participate in the Company's Firm Transportation Program, Supplier agrees to supply its pool Customers' full service requirements for natural gas on both a daily and monthly basis. Company's Firm Transportation Program requires that Supplier, as a participant in the Program, accepts supply co-management responsibility, as defined hereinafter, as a quid pro quo for its participation in this pooling Agreement.

ARTICLE V

Supply Co-Management Defined

Supplier agrees to deliver gas supplies into the Company's designated city gate receipt points on a daily basis, in accordance with the aggregate usage requirements of all those Customers that comprise the Supplier's pool. However, inasmuch as it is economically and operationally impractical to install metering that will allow the Company to monitor each pool member's daily usage for aggregation and comparison with the gas supplies that are delivered to the Company's city gate receipt points, Supplier's gas supply co-management/balancing responsibilities under this Agreement shall be defined as follows:

1. The Company will maintain statistical models that will be used to estimate the daily gas usage of the full requirements firm Customers in Supplier's pool. These daily gas usage estimates, as adjusted for Unaccounted-for Gas Losses, and converted from volumetric to thermal quantities, will be identified as Supplier's "Target Supply Quantities". (Note: The Unaccounted-for Gas Loss adjustment will be based on the Company's system average Unaccounted-for Percentage.) A database will be created by the Company, which, at a minimum, will track daily usage estimates on an aggregated basis for all full requirements firm Customers in Supplier's pool.

2. A daily load forecast methodology, developed by the Company, will be used to form the daily Target Supply Quantity for each Supplier's pool. The daily estimates by revenue class in each Supplier's pool will be calculated using only the usage information of firm full requirements Customers. These daily estimates are then adjusted for Unaccounted-for Gas Losses, and converted to Dth. The revenue class estimates for each Supplier are then combined to form the Target Supply Quantity for the Supplier's overall pool. Suppliers are responsible for informing the Company when their Customer's load profiles deviate significantly from their historical load profiles. The Company will make the necessary adjustments to the Target Supply Quantity calculation to account for the new profiles.
3. Starting with the Supplier's daily Target Supply Quantity, the Company will each morning by 9:00 A.M. EST post, via its electronic bulletin board (EBB), an "Adjusted Target Supply Quantity" that Supplier will be required to deliver into the Company's designated city gate receipt points during the following day. The "Adjusted Target Supply Quantity" is defined as the Target Supply Quantity, plus or minus any adjustments that Supplier is required to make to its daily deliveries pursuant to Paragraph (5) of this Article V, plus FT requirements for IT Customers, consisting of daily deliveries for the firm requirements of Customers being served under both Rate R and Rate FT, in quantities as specified in the "Gas Firm Transportation Service for Interruptible Transportation Customers Application/Contract Amendment," which are adjusted for Unaccounted-for Gas Losses, and converted to Dth. By 1:00 P.M. E.S.T. each day, Supplier shall notify the Company via its EBB of its total city gate nominations for the next day, by Company Rate Schedule, for each pipeline company delivering into the Company's system.
4. The Adjusted Target Supply Quantities that are used to define the Supplier's next day delivery obligations shall also be the quantities against which Supplier's pipeline confirmed daily deliveries into the Company's system are compared in order to determine Supplier's daily overrun/underrun volumes. Daily overrun/underrun volumes determined in this manner shall form the bases for daily "cash-outs", daily overrun/underrun charges, daily pipeline penalty charge flow throughs, and any other charges under this Agreement that are levied based on Supplier's failure to deliver the Adjusted Target Supply Quantities of gas into the Company's system.
5. As the final element of its gas supply co-management obligation, Supplier shall be required to reconcile annually its gas deliveries into the Company's system with the actual billed transportation volumes delivered to end-user Customers within the Supplier's pool. Such reconciliation will normally be calculated during the summer months so that any differences between calendar month and billing cycle degree-day deficiencies are minimized. The actual billed transportation volumes for the reconciliation period will be determined by adding together the transportation quantities from the "Monthly Summary Billing Reports" for Supplier's pool. Such sum shall be adjusted for Unaccounted-for Gas Losses and converted from volumetric to thermal quantities.

Supplier's deliveries into the Company's system will be based on the actual pipeline delivery reports for the reconciliation period, as adjusted for recorded "cash-outs" between the Supplier and the Company and other gas deliveries or exchanges.

Once the Company determines the extent of any imbalance for the reconciliation period, it will have the Supplier adjust its daily deliveries above or below the calculated Target Supply Quantities for some specified period of time until any imbalances are cured. However, in no case shall the Adjusted Target Supply Quantity be a negative number. Daily overrun/underrun calculations will be adjusted to take into account any such adjustments to Supplier's daily delivery requirements. The Company shall post any required daily delivery adjustment via the EBB at least two (2) days prior to the date that Supplier is required to begin its daily delivery adjustment.

6. During the months of November through March, Company shall reserve a portion of its vaporized propane capacity for Supplier Pools, based on the product of each Pool's then-applicable Maximum Daily Quantity and the percentage of the Company's total system design day needs forecasted to be

met by vaporized propane for the upcoming months of November through March. The percentage reserved shall be applied as a reduction to the Maximum Daily Quantity that will result in the Supplier's Adjusted MDQ.

When the Supplier Pool's Adjusted Target Supply Quantity exceeds the volume of Supplier's Adjusted MDQ and Supplier elects not to deliver the incremental volume of natural gas in excess of its Adjusted MDQ, then the Company shall supply the Pool's gas needs in excess of the Supplier's Adjusted MDQ with vaporized propane or alternate peaking supplies. The fully allocated costs of the propane or alternate peaking supply provided by the Company hereunder shall be billed directly to Supplier.

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

7. During the months of December, January and February, the Company reserves the right to direct each Supplier to proportionally deliver, with respect to the Company's northern and southern interstate pipeline receipt points, the Supplier's daily pool requirements.

ARTICLE VI

Billing And Charges

The Company will provide Suppliers with individual pool Customers' actual billing cycle usage data as Customers are billed throughout the month by the Company for Rate FT, Firm Transportation Services and Rate RFT, Residential Firm Transportation Services.

Supplier's transportation quantities shall be determined from the Company's "Monthly Summary Billing Report," which reflects Customer's actual billed transport volumes, as generated within the Company's revenue reporting system.

Supplier shall not be billed any charges beyond the "Balancing Charge" that is applicable under Rate FRAS, provided their daily gas deliveries into the Company's city gate receipt points are equal to their Adjusted Target Supply Quantities. Should Supplier's daily deliveries not equal their Adjusted Target Quantities, then the Company will either buy-down Supplier's excess deliveries, or sell Supplier additional gas quantities until the daily Adjusted Target Supply Quantities are matched. However, Suppliers who repeatedly and significantly fail to honor their delivery obligations within the tolerances established for this program shall be removed from the program, and the Customers that they serve will have the option of either returning to system supply or electing another Supplier.

On those days when Supplier delivers quantities of gas into the Company's system that are in excess of the Adjusted Target Supply Quantity, Company shall purchase the excess quantities as required in order for Supplier to match his daily Adjusted Target Supply Quantities. These over-deliveries shall be cashed out to the Supplier at the first of the month index published in Inside F.E.R.C. Natural Gas Report, "Prices of Spot Gas Delivered to Pipelines," Columbia Gulf Transmission Co., Onshore Louisiana Index, first publication of the month following the delivery month, plus Columbia Gulf and Columbia Gas Transmission pipelines' commodity transportation costs, plus fuel, to the Company's city gate.

On those days when Supplier delivers quantities of gas into the Company's system that are less than the Adjusted Target Supply Quantities, the Company shall sell, and Supplier shall buy, such quantities of gas as are required in order for Supplier to match his daily Adjusted Target Supply Quantities. These under-deliveries shall be cashed out to the Supplier at the first of the month index published in Inside F.E. R. C. Natural Gas Report, "Prices of Spot Gas Delivered to Pipelines", Columbia Gulf Transmission Co., Onshore Louisiana Index, first publication of the month following the delivery month, plus Columbia Gulf and Columbia Gas Transmission pipelines' commodity transportation cost, plus fuel, to the Company's city gate.

On days when OFOs are issued, any gas delivered by Supplier on these days in excess of Adjusted Target Supply Quantities will be confiscated by the Company and used for its general supply requirements, without compensation to Supplier. In addition, Company shall flow through to Supplier any penalty charges that it incurs from its pipelines for such excess deliveries, provided such penalties can be attributed to Supplier's over deliveries.

On days when OFOs are issued and Supplier delivers less than its Adjusted Target Supply Quantities, the Company shall sell, and Supplier shall buy, quantities of gas as are required for Supplier to match his daily Adjusted Target Supply Quantities. The price for such quantities shall be the higher of the "cash out" charge described above for under deliveries, or the Company's actual costs of replacement supplies. In addition, the Company shall flow through to Supplier any penalties that Company incurs from its suppliers, or transporters, that are attributable to Supplier's under deliveries.

The only exception to the above two paragraphs regarding OFO's shall be on those OFO days when the Company grants Supplier, authorization to make over/under deliveries. On these days, Company will waive the regular cash out charges described above, waive the confiscation of gas supplies, and waive the flow through of pipeline penalty charges on all authorized excess/under deliveries. The Company shall grant authorization for excess/under deliveries on a non-discriminatory basis.

The Company shall have the right to update all of its charges under this Agreement on the basis of its actual cost experience. All revenues collected from Supplier pursuant to the provisions of Article VI of this Agreement shall be flowed back to sales Customers through the Company's Gas Cost Recovery mechanism.

ARTICLE VII

Compensation For Gas Utilized by Company

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

ARTICLE VIII

Payment

On or about the tenth work day of the month, the Company shall render to Supplier a statement of the quantities delivered and amounts owed by Supplier for the prior billing month, including prior month's late payment charges. Suppliers shall have ten (10) days from the date of such statement to render payment to the Company. Invoices for under \$100,000 may be paid by check, but payment must be postmarked within ten (10) days of the invoice date. Invoices of over \$100,000 must be paid by Electronic Funds Transfer within ten (10) days of the invoice date. In any case, when the due date falls on a holiday or weekend, payment will be due on the following business day.

If payment is not made by Supplier by the due date, as described above, an additional cost will be added to the charges otherwise due, and determined by applying the daily equivalent of the currently effective prime rate, plus two (2) percent to the unpaid balance for each day until payment is received. When a bill has remained unpaid for a period of thirty (30) days after rendition by the Company, and no other financial arrangements have been agreed upon, the Company may, at its sole option, and without liability therefor, suspend or cancel such Agreement with Supplier after giving written notice of its intention to do so, but such suspension or cancellation shall not discharge Supplier from its obligation to pay such bill or from any other