

**BEFORE**

**THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Duke Energy Ohio, Inc., for an Increase in Gas Rates.

Case No. 12-1685-GA-AIR

In the Matter of the Application of Duke Energy Ohio, Inc., for Tariff Approval.

Case No. 12-1686-GA-ATA

In the Matter of the Application of Duke Energy Ohio, Inc., for Approval of an Alternative Rate Plan for Gas Distribution Service.

Case No. 12-1687-GA-ALT

In the Matter of the Application of Duke Energy Ohio, Inc., for Approval to Change Accounting Methods.

Case No. 12-1688-GA-AAM

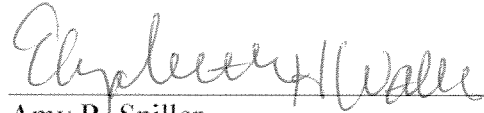
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**TARIFFS FILED IN COMPLIANCE WITH STIPULATION**

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Duke Energy Ohio, Inc., (Duke Energy Ohio) submitted its Application in these proceedings on July 9, 2012. On April 2, 2013, many of the Intervening Parties submitted a Stipulation and Recommendation to the Commission for adoption and approval. Among the terms included in the Stipulation is one wherein the Company agreed to file applicable compliance tariffs within fourteen days of the submission of the Stipulation and Recommendation to the Commission. Interested Parties agreed to review and comment on the submitted tariffs within day days of receipt of the proposed tariffs. Attached hereto are the redlined tariffs that include the tariff language filed with the Application as amended by the Staff Report and the Stipulation and Recommendation.

Respectfully submitted,



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Associate General Counsel  
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**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a copy of the foregoing tariffs were served on the following parties of record by first class, U.S. mail, postage prepaid or electronic mail delivery this 15<sup>th</sup> day of April, 2013.



Elizabeth H. Watts

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Filed pursuant to an Order dated ~~May 30, 2012~~ \_\_\_\_\_ in Case No. 12-14741685-GA-RDR-AIR  
 before the Public Utilities Commission of Ohio.

Issued: ~~May 31, 2012~~ \_\_\_\_\_ Effective: June 1, 2012  
 Issued by James P. Henning ~~Janson~~, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
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Union Twp. (Clermont Co.).....

<u>Division and Town Names</u>	<u>Town No.</u>	<u>Division No. 6 (Harrison)</u>	<u>Town No.</u>
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## 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 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~~ ~~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 4901:1-18-10 of the Ohio Administrative Code.

Filed pursuant to an Order dated ~~May 28, 2008~~ in Case No. ~~07-589-GA-AIR~~ 12-1685-GA-AIR before the Public Utilities Commission of Ohio.

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139 East Fourth Street  
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Public Utilities Commission of Ohio.

Issued: ~~May 29, 2008~~

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Issued by ~~James P. Henninglie~~ Janson, President

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

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

### 3. Information Relative to Service

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

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

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

### 4. Continuity of Service

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

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

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

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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. Except as provided under Company Rider NGV, Service is for the customer's use only and under no circumstances may the customer or the customer's agent or any other individual, association or corporation install meters for the purpose of reselling or otherwise disposing of service supplied by the Company 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. The Company shall follow the procedures provided in Rule 4901:1-13-09 of the Ohio Administrative Code concerning the disconnection of service for fraudulent practice, tampering, and theft of gas.

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

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

### 8. Right-of-Way

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

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

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

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Issued: ~~May 29, 2008~~

Effective: ~~June 4, 2008~~

Issued by James P. Henningullie Janson, President

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

**9. Access to Premises**

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

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

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

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

Filed pursuant to an Order dated ~~May 28, 2008~~ in Case No. ~~07-589-GA-AIR12-1685-GA-AIR~~ before the Public Utilities Commission of Ohio.

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Effective: June 4, 2008

Issued by James P. Henning Jansen, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

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## 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).

~~The following charges are effective June 4, 2008 through September 30, 2008:~~

~~Fixed Delivery Service Charge per month \$15.00~~

~~Plus the applicable charge per month as set forth on Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program and Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge for~~

~~— First 400 CCF \$0.401134 per CCF  
— Additional CCF \$0.465634 per CCF~~

~~The following charges are effective with the October 2008 billing cycles through May 2009 billing cycles on a bills rendered basis:~~

~~Fixed Delivery Service Charge per month \$20.25~~

~~Plus the applicable charge per month as set forth on Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program and Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge for~~

~~— First 400 CCF \$0.107044 per CCF  
— Additional CCF \$0.171544 per CCF~~

Filed pursuant to an Order dated November 18, 2009 \_\_\_\_\_ in Case No. 09-773-GA-UEx 12-1685-GA-AIR before the Public Utilities Commission of Ohio.

Issued: November 23, 2009 \_\_\_\_\_  
2009 \_\_\_\_\_

Effective: December 1,

Issued by James P. Henningulie-Janson, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

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

~~The following charges are effective with the June 2009 billing cycles on a bills rendered basis:~~

~~Fixed Delivery Service Charge per month \$25.33~~

~~Plus the applicable charge per month as set forth on Sheet  
No. 65, Rider AMRP, Accelerated Main Replacement Program  
and  
Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge for~~

~~First 400 CCF \$0.040828 per CCF  
Additional CCF \$0.105378 per CCF~~

~~The following charges are effective with the December 2009 billing cycles on a bills rendered basis:~~

~~Fixed Delivery Service Charge per month \$25.3333.03~~

~~Plus the applicable charge per month as set forth on Sheet  
No. 65, Rider AMRP, Accelerated Main Replacement Program and  
Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge for~~

~~First 400 CCF \$0.032728 per CCF  
Additional CCF \$0.097278 per CCF~~

~~Plus the applicable charge per month as set forth on:~~

~~Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program  
Sheet No. 88, Rider AU, Advanced Utility Rider~~

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

~~Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider;  
Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan;  
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider  
Sheet No. 68, Rider STR, State Tax Rider;  
Sheet No. 71, Rider GCRR, Gas Cost Recovery Rate;  
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.~~

**EXCISE TAX RIDER**

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

Filed pursuant to an Order dated November 18, 2009 in Case No. 09-773-GA-UEx-12-1685-GA-AIR before the Public Utilities Commission of Ohio.

Issued: November 23, 2009

Effective: December 1,

2009

Issued by James P. Henningulie-Janson, President

**MINIMUM BILL**

The monthly minimum bill shall be the monthly Fixed Delivery Service Charge and applicable charge under Rider AMRP and Rider AU 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-~~1504~~(CB), Ohio Administrative Code;
- (2) the unpaid account balances of those customers being backbilled in accordance with Section 4933.28 Ohio Revised Code; and
- (3) the unpaid account balances of those customers on other Commission approved deferred payment plans or the Budget Billing Plan, except that a late payment charge may be assessed on any deferred payment plan or Budget Billing Plan amount not timely paid.

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

**SERVICE REGULATIONS**

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

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Filed pursuant to an Order dated ~~November 18, 2009~~ \_\_\_\_\_ in Case No. ~~09-773-GA-UEx-12-1685-GA-AIR~~ before the Public Utilities Commission of Ohio.

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Issued: ~~November 23, 2009~~ \_\_\_\_\_  
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Issued by James P. Henningulie-Janson, President



Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
Sheet No. 32.23  
Cancels and Supersedes  
Sheet No. 32.12  
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**RATE GS-S**

**GENERAL SERVICE - SMALL**

**APPLICABILITY**

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

**NET MONTHLY BILL**

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

~~The following charges are effective June 4, 2008 through June 3, 2009:~~

~~Fixed Delivery Service Charge per month \$40.00~~

~~Plus the applicable charge per month as set forth on Sheet  
No. 65, Rider AMRP, Accelerated Main Replacement Program and  
Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge for  
All CCF delivered at \$0.145500 per CCF~~

~~The following charges are effective with the June 2009 billing cycles on a bills rendered basis:~~

~~Fixed Delivery Service Charge per month \$45.00~~

~~Plus the applicable charge per month as set forth on Sheet  
No. 65, Rider AMRP, Accelerated Main Replacement Program and  
Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge for  
All CCF delivered at \$0.107552 per CCF~~

~~The following charges are effective with the December 2009 billing cycles on a bills rendered basis:~~

~~Fixed Delivery Service Charge per month \$45.0091.64~~

~~Plus the applicable charge per month as set forth on Sheet  
No. 65, Rider AMRP, Accelerated Main Replacement Program, and  
Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge for~~

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All CCF delivered at \$0.099452 per CCF

Plus the applicable charge per month as set forth on:

Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program

Sheet No. 88, Rider AU, Advanced Utility Rider

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

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

Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider

Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan

Sheet No. 67, Rider UE-G, Uncollectible Expense Rider

Sheet No. 68, Rider STR, State Tax Rider

Sheet No. 71, Rider GCRR, Gas Cost Recovery Rate

Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider

**EXCISE TAX RIDER**

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

**MINIMUM BILL**

The monthly minimum bill shall be the monthly Fixed Delivery Service Charge and applicable charge under Rider AMRP and Rider AU 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.

**SERVICE REGULATIONS**

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

Filed pursuant to an Order dated November 18, 2009 in Case No. 09-773-GA-UEx12-1685-GA-AIR before the Public Utilities Commission of Ohio.

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## RATE RFT

### RESIDENTIAL FIRM TRANSPORTATION SERVICE

#### AVAILABILITY

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

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

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

#### DEFINITIONS

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

#### CHANGES IN CUSTOMERS' SERVICE ELECTIONS

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

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Duke Energy Ohio  
139 East Fourth Street  
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### 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 \$4.00 switching fee. If the Company's firm transportation program terminates, 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.

~~After the Company installs additional information system capability on or before September 1, 2007, a customer participating in a governmental aggregation will not be subject to the switching fee, regardless of whether the customer returns to the Company's sales service from the governmental aggregation or the governmental aggregator chooses to switch its aggregation to a different Supplier.~~

### NET MONTHLY BILL

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

~~The following charges are effective June 4, 2008 through September 30, 2008:~~

~~Fixed Delivery Service Charge per month \$15.00~~

~~Plus the applicable charge per month as set forth on Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program and Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage Based Charge per CCF for each CCF of gas transported for customer from Company's city gate measuring stations to the outlet side of Company's meter used to measure deliveries to customer at:~~

~~— First 400 CCF \$0.401134 per CCF  
— Additional CCF \$0.465634 per CCF~~

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

~~The following charges are effective with the October 2008 billing cycles through May 2009 billing cycles on a bills rendered basis:~~

~~Fixed Delivery Service Charge per month \$20.25~~

~~Plus the applicable charge per month as set forth on Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program and Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge per CCF for each CCF of gas transported for customer from Company's city-gate measuring stations to the outlet side of Company's meter used to measure deliveries to customer at:~~

~~— First 400 CCF \$0.107044 per CCF  
— Additional CCF \$0.171544 per CCF~~

~~The following charges are effective with the June 2009 billing cycles on a bills rendered basis:~~

~~Fixed Delivery Service Charge per month \$25.33~~

~~Plus the applicable charge per month as set forth on Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program and Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge per CCF for each CCF of gas transported for customer from Company's city-gate measuring stations to the outlet side of Company's meter used to measure deliveries to customer at:~~

~~First 400 CCF \$0.040828 per CCF  
— Additional CCF \$0.105378 per CCF~~

~~The following charges are effective with the December 2009 billing cycles on a bills rendered basis:~~

~~Fixed Delivery Service Charge per month \$25.3333.03~~

~~Plus the applicable charge per month as set forth on Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program, and Sheet No. 88, Rider AU, Advanced Utility Rider, and Sheet No. 89, Rider ASRP, Accelerated Service Replacement Program Rider.~~

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

Plus a Usage-Based Charge per CCF for each CCF of gas transported for customer from Company's city-gate measuring stations to the outlet side of Company's meter used to measure deliveries to customer at:

First 400 CCF	\$0.032728 per CCF
Additional CCF	\$0.097278 per CCF

Plus the applicable charge per month as set forth on:

Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program  
Sheet No. 88, Rider AU, Advanced Utility Rider

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

Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider  
Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan  
Sheet No. 66, Rider GSR, Gas Surcredit Rider  
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider  
Sheet No. 68, Rider STR, State Tax Rider  
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.

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

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

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

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

**MINIMUM BILL**

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

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## 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.

## ~~GENERAL TERMS AND CONDITIONS~~

### 2. Applications and Service Date

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

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

### 3. Delivery Pressure and Gas Composition

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

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.

## GENERAL TERMS AND CONDITIONS (Cont'd)

Filed pursuant to an Order dated November 18, 2009 in Case No. 09-773-GA-UEx12-1685-GA-AIR before the Public Utilities Commission of Ohio.

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4. Regulatory Approvals

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

**LATE PAYMENT CHARGE**

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

- (1) customers actively enrolled on the Percentage of Income Payment Plan (PIPP) pursuant to Rule 4901:1-18-~~1204(B)~~, Ohio Administrative Code;
- (2) the unpaid account balances of those customers being back-billed in accordance with Section 4933.28 Ohio Revised Code; ~~and~~

**LATE PAYMENT CHARGE (Cont'd)**

- (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; ~~and~~
- (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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Duke Energy Ohio  
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## RATE RSLI

### RESIDENTIAL SERVICE LOW INCOME PILOT

#### APPLICABILITY

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

#### NET MONTHLY BILL

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

~~The following charges are effective June 4, 2008 through September 30, 2008:~~

~~Fixed Delivery Service Charge per month \$11.00~~

~~Plus the applicable charge per month as set forth on Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program and Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge for  
All CCF \$0.401134 per CCF~~

~~The following charges are effective with the October 2008 billing cycles through May 2009 billing cycles on a bills rendered basis:~~

~~Fixed Delivery Service Charge per month \$16.25~~

~~Plus the applicable charge per month as set forth on Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program and Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge for  
All CCF \$0.107044 per CCF~~

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

~~The following charges are effective with the June 2009 billing cycle on a bills rendered basis:~~

~~Fixed Delivery Service Charge per month \$21.33~~

~~Plus the applicable charge per month as set forth on Sheet  
No. 65, Rider AMRP, Accelerated Main Replacement Program and  
Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge for  
All CCF \$0.040828 per CCF~~

~~The following charges are effective with the December 2009 billing cycle on a bills rendered basis:~~

~~Fixed Delivery Service Charge per month \$21.3329.03~~

~~Plus the applicable charge per month as set forth on Sheet  
No. 65, Rider AMRP, Accelerated Main Replacement Program, and  
Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge for  
All CCF \$0.032728 per CCF~~

~~Plus the applicable charge per month as set forth on:  
Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program,  
Sheet No. 88, Rider AU, Advanced Utility Rider~~

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

~~Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider  
Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan  
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider  
Sheet No. 68, Rider STR, State Tax Rider  
Sheet No. 71, Rider GCRR, Gas Cost Recovery Rate  
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.~~

**EXCISE TAX RIDER**

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

**MINIMUM BILL**

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

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Sheet No. 34.23  
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#### 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
- (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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P.U.C.O. Gas No. 18  
Sheet No. 35.23  
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**RATE GS-L**

**GENERAL SERVICE - LARGE**

**APPLICABILITY**

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

**NET MONTHLY BILL**

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

~~The following charges are effective June 4, 2008 through June 3, 2009:~~

~~Fixed Delivery Service Charge per month \$130.00~~

~~Plus the applicable charge per month as set forth on Sheet  
No. 65, Rider AMRP, Accelerated Main Replacement Program and  
Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge for  
All CCF delivered at \$0.152775 per CCF~~

~~The following charges are effective with the June 2009 billing cycle on a bills rendered basis:~~

~~Fixed Delivery Service Charge per month \$180.00~~

~~Plus the applicable charge per month as set forth on Sheet  
No. 65, Rider AMRP, Accelerated Main Replacement Program and  
Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge for  
All CCF delivered at \$0.11293 per CCF~~

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**NET MONTHLY BILL**

~~The following charges are effective with the December 2009 billing cycle on a bills rendered basis:~~

Fixed Delivery Service Charge per month \$180.00~~226.64~~

~~Plus the applicable charge per month as set forth on Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program, and Sheet No. 88, Rider AU, Advanced Utility Rider~~

Plus a Usage-Based Charge for  
All CCF delivered at \$0.104830 per CCF

Plus the applicable charge per month as set forth on:  
Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program  
Sheet No. 88, Rider AU, Advanced Utility Rider

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

Sheet No. 46, Rider NGV, Natural Gas Vehicle Fueling Rider

Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan

Sheet No. 67, Rider UE-G, Uncollectible Expense Rider

Sheet No. 68, Rider STR, State Tax Rider

Sheet No. 71, Rider GCRR, Gas Cost Recovery Rate

Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider

**EXCISE TAX RIDER**

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

**MINIMUM BILL**

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

**LATE PAYMENT CHARGE**

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

**TERM OF SERVICE**

One (1) year, terminable thereafter on three (3) days written notice by either customer or Company.

Filed pursuant to an Order dated ~~November 18, 2009~~ \_\_\_\_\_ in Case No. ~~09-774-GA-UEx12-1685-GA-AIR~~ before the Public Utilities Commission of Ohio.

Issued: ~~November 23, 2009~~ \_\_\_\_\_

Effective: ~~December 1, 2009~~ \_\_\_\_\_

Issued by James P. Henning Janson, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
Sheet No. 35.23  
Cancels and Supersedes  
Sheet No. 35.42  
Page 3 of 3

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**SERVICE REGULATIONS**

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

Filed pursuant to an Order dated ~~November 18, 2009~~ \_\_\_\_\_ in Case No. ~~09-774-GA-UEx12-1685-GA-AIR~~ before the Public Utilities Commission of Ohio.

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Issued: ~~November 23, 2009~~ \_\_\_\_\_  
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Issued by James P. Henning Janson, President

## RATE RFTLI

### RESIDENTIAL FIRM TRANSPORTATION SERVICE – LOW INCOME

#### AVAILABILITY

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

Filed pursuant to an Order dated ~~November 18, 2009~~ \_\_\_\_\_ in Case No. ~~09-773-GA-UEX12-1685-GA-AIR~~ before the Public Utilities Commission of Ohio.

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Duke Energy Ohio  
139 East Fourth Street  
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P.U.C.O. Gas No. 18  
Sheet No. 36.23  
Cancels and Supersedes  
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### 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 \$4.00 switching fee. If the Company's firm transportation program terminates, 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.

~~After the Company installs additional information system capability on or before September 1, 2007,~~  
A customer participating in a governmental aggregation will not be subject to the switching fee, regardless of whether the customer returns to the Company's sales service from the governmental aggregation or the governmental aggregator chooses to switch its aggregation to a different Supplier.

### NET MONTHLY BILL

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

~~The following charges are effective June 4, 2008 through September 30, 2008:~~

~~Fixed-Delivery Service Charge per month \$11.00~~

~~Plus the applicable charge per month as set forth on Sheet  
No. 65, Rider AMRP, Accelerated Main Replacement Program and  
Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge per CCF for each CCF of gas transported  
for customer from Company's city-gate measuring  
— stations to the outlet side of Company's  
— meter used to measure deliveries to  
— customer at:  
— All CCF \$0.401134 per CCF~~

Filed pursuant to an Order dated November 18, 2009 \_\_\_\_\_ in Case No. 09-773-GA-UEx12-1685-  
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Duke Energy Ohio  
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P.U.C.O. Gas No. 18  
Sheet No. 36.23  
Cancels and Supersedes  
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**NET MONTHLY BILL (Cont'd.)**

~~The following charges are effective with the October 2008 billing cycles through May 2009 billing cycles on a bills rendered basis:~~

~~Fixed Delivery Service Charge per month \$16.25~~

~~Plus the applicable charge per month as set forth on Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program and Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge per CCF for each CCF of gas transported for customer from Company's city gate measuring stations to the outlet side of Company's meter used to measure deliveries to customer at:  
All CCF \$0.107044 per CCF~~

~~The following charges are effective with the June 2009 billing cycle on a bills rendered basis:~~

~~Fixed Delivery Service Charge per month \$21.33~~

~~Plus the applicable charge per month as set forth on Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program and Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge per CCF for each CCF of gas transported for customer from Company's city gate measuring stations to the outlet side of Company's meter used to measure deliveries to customer at:  
All CCF \$0.040828 per CCF~~

Filed pursuant to an Order dated November 18, 2009 \_\_\_\_\_ in Case No. 09-773-GA-UEX12-1685-GA-AIR before the Public Utilities Commission of Ohio.

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2009

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
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~~NET MONTHLY BILL (Cont'd)~~

~~The following charges are effective with the December 2009 billing cycle on a bills rendered basis:~~

~~Fixed Delivery Service Charge per month \$21.3329.03~~

~~Plus the applicable charge per month as set forth on Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program, and Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge per CCF for each CCF of gas transported for customer from Company's city-gate measuring stations to the outlet side of Company's meter used to measure deliveries to customer at:~~

~~All CCF \$0.032728 per CCF~~

~~Plus the applicable charge per month as set forth on:~~

~~Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program~~

~~Sheet No. 88, Rider AU, Advanced Utility Rider~~

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

~~—Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider~~

~~—Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan.~~

~~—Sheet No. 66, Rider GSR, Gas Surcredit Rider~~

~~—Sheet No. 67, Rider UE-G, Uncollectible Expense Rider~~

~~—Sheet No. 68, Rider STR, State Tax Rider.~~

~~—Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.~~

~~—Plus, or minus, rate adjustments which may occur as a result of changes in the rates of interstate pipelines, or of rulings of the Public Utilities Commission of Ohio and/or the Federal Energy-~~

~~—Regulatory Commission, and for which it is determined that all customers should be allocated some portion of the corresponding costs or refunds.~~

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

~~Filed pursuant to an Order dated November 18, 2009, in Case No. 09-773-GA-UEX12-1685-GA-AIR before the Public Utilities Commission of Ohio.~~

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NET MONTHLY BILL (Cont'd.)

\_\_\_\_\_ are excluded in the computation of the net bill.

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

**MINIMUM BILL**

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

Filed pursuant to an Order dated ~~November 18, 2009~~ \_\_\_\_\_ in Case No. ~~09-773-GA-UEX12-1685-GA-AIR~~ before the Public Utilities Commission of Ohio.

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Issued: ~~November 23, 2009~~ \_\_\_\_\_  
2009

Effective: ~~December 1,~~

\_\_\_\_\_ Issued by James P. Henning Janson, President

**GENERAL TERMS AND CONDITIONS**

1. Approved Supplier List

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

2. Applications and Service Date

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

\_\_\_\_\_days from the date the Company receives the transfer request from the Supplier. The Company shall notify the Supplier of the actual transfer date.

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

3. Delivery Pressure and Gas Composition

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

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.

GENERAL TERMS AND CONDITIONS (Cont'd)

4. Regulatory Approvals

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

Filed pursuant to an Order dated ~~November 18, 2009~~\_\_\_\_\_ in Case No. ~~09-773-GA-UEX12-1685-GA-AIR~~ before the Public Utilities Commission of Ohio.

Issued: ~~November 23, 2009~~\_\_\_\_\_  
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Issued by ~~James P. Henning~~Janson, President

### 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; ~~and~~
- (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; ~~and~~
- (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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Filed pursuant to an Order dated ~~November 18, 2009~~ \_\_\_\_\_ in Case No. ~~09-773-GA-UEX12-1685-GA-AIR~~ before the Public Utilities Commission of Ohio.

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**RATE FT-L**

**FIRM TRANSPORTATION SERVICE - LARGE**

**AVAILABILITY**

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

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

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

**DEFINITIONS**

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

**CHANGES IN CUSTOMERS' SERVICE ELECTIONS**

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

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Duke Energy Ohio  
139 East Fourth Street  
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P.U.C.O. Gas No. 18  
Sheet No. 37.23  
Cancels and Supersedes  
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### 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 \$4.00 switching fee. If the Company's firm transportation program terminates, 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.

~~After the Company installs additional information system capability on or before September 1, 2007,~~  
A customer participating in a governmental aggregation will not be subject to the switching fee, regardless of whether the customer returns to the Company's sales service from the governmental aggregation or the governmental aggregator chooses to switch its aggregation to a different Supplier.

### CHARACTER OF SERVICE

Service provided under this schedule shall be firm service.

### NET MONTHLY BILL

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

~~The following charges are effective June 4, 2008 through June 3, 2009:~~

~~Fixed Delivery Service Charge \$130.00~~

~~Plus the applicable charge per month as set forth on Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program and Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge per CCF for each CCF of gas transported for customer from Company's city gate measuring stations to the outlet side of Company's meter used to measure deliveries to customer: \$0.152775 per CCF~~

~~The following charges are effective with the June 2009 billing cycle on a bills rendered basis:~~

~~Fixed Delivery Service Charge \$180.00~~

~~Plus the applicable charge per month as set forth on Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program and Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage-Based Charge per CCF for each CCF of gas transported for customer from Company's city gate measuring stations to the outlet side of Company's meter used to measure deliveries to customer: \$0.11293 per CCF~~

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

The following charges are effective with the December 2009 billing cycle on a bills rendered basis:

Fixed Delivery Service Charge \$180.00226.604

Plus the applicable charge per month as set forth on Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program, and Sheet No. 88, Rider AU, Advanced Utility Rider.

Plus a Usage-Based Charge per CCF for each CCF of gas transported for customer from Company's city-gate measuring stations to the outlet side of Company's meter used to measure deliveries to the customer: \$0.104830 per CCF

Plus the applicable charge per month as set forth on:  
Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program  
Sheet No. 88, Rider AU, Advanced Utility Rider

Plus, all transported gas shall be subject to an adjustment per CCF as set forth on:  
Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider  
Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan.  
Sheet No. 66, Rider GSR, Gas Surcredit Rider  
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider  
Sheet No. 68, Rider STR, State Tax Rider  
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.

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

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

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

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

**MINIMUM BILL**

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

**LATE PAYMENT CHARGE**

Filed pursuant to an Order dated November 18, 2009 \_\_\_\_\_ in Case No. 09-773-GA-UEX12-1685-GA-AIR before the Public Utilities Commission of Ohio.

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December 1, 2009 \_\_\_\_\_

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

#### GENERAL TERMS AND CONDITIONS

1. Approved Supplier List

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

2. Applications and Service Date

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

\_\_\_\_\_ days from the date the Company receives the transfer request from the Supplier. The Company shall notify the Supplier of the actual transfer date.

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

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

3. Delivery Pressure and Gas Composition

Gas service under this tariff shall be at the pressure that is currently available at customer's premise. During severe weather periods, the Company must sometimes supplement its flowing gas supplies with propane-air gas produced at peaking plants located at various points on the Company's system. While the 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.

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Issued: ~~November 23, 2009~~ \_\_\_\_\_  
December 1, 2009 \_\_\_\_\_

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A customer whose operations are affected by swings in the composition of the Company's gas is required to notify the Company of that fact so that the Company can give the customer advance notice when the propane plants are going to be in operation.

4. Service Term

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

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

5. Regulatory Approvals

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

**AUTOMATIC METER READING EQUIPMENT**

If the customer requests the Company to install remote meter reading equipment at customer's meter location in order to monitor the customer's usage on a daily basis, customer shall be responsible for the cost of such equipment, either through a lump-sum payment or monthly facilities charges, at the Company's option, designed to reimburse the Company for the cost of such equipment.

~~AUTOMATIC METER READING EQUIPMENT (cont'd)~~

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

**CURTAILMENT OF SERVICE**

Company may curtail service under this rate schedule in accordance with curtailment procedures on file with, and approved by, the Public Utilities Commission of Ohio. In the event customer fails to

CURTAILMENT OF SERVICE (Cont'd)

Filed pursuant to an Order dated ~~November 18, 2009~~ \_\_\_\_\_ in Case No. ~~09-773-GA-UEx12-1685-GA-AIR~~ before the Public Utilities Commission of Ohio.

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139 East Fourth Street  
Cincinnati, Ohio 45202

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\_\_\_\_\_ comply with the Company's direction to curtail, the Company reserves the right to physically discontinue service to the customer. Company shall not be liable in damages or otherwise to customer for any loss of production, other claim, or any consequences occasioned by customer as a result of such curtailment- or because of the lack of advance notice to customer of such curtailment.

**SERVICE REGULATIONS**

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

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~~December 1, 2009~~ \_\_\_\_\_

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**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 ~~C~~customers receiving ~~F~~firm ~~T~~ransportation ~~S~~ervice 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 ~~C~~customers. Suppliers under this Tariff Sheet shall supply the full requirements of their Pool Customers and agree to accept supply management responsibility. Company shall specify, and Supplier shall deliver each day, the Target Supply Quantity for Supplier's Pool.

**GAS SUPPLY AGGREGATION/CUSTOMER POOLING AGREEMENT**

Prior to acting as a Supplier for Pool Customers ~~receiving~~taking ~~Firm Transportation S~~ervice 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 ~~its~~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 ~~C~~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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## TITLE AND WARRANTY

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

## DEFINITIONS

"Adjusted MDQ" means the Supplier's MDQ 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 ~~thirty~~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 ~~thirty~~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.

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

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**DEFINITIONS (Contd.)**

"Eligible Customer" is a ~~C~~customer ~~who~~that is eligible to participate in a Governmental Aggregation in accordance with section 4929.26 and 4929.27 of the Ohio Revised Code and does not include any of the following: a person that is both a distribution service ~~C~~customer and a mercantile ~~C~~customer on the date of commencement of service to the Governmental Aggregator or the person becomes a distribution service ~~C~~customer after the service commencement date and is also a mercantile ~~C~~customer; a person ~~who~~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 ~~who~~that is supplied with natural gas sales service as part of the Percentage of Income Payment Plan (PIPP) program; or, a ~~C~~customer ~~who~~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 ~~C~~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 ~~C~~customer and ends with the termination of the ~~C~~customer's ~~recession-rescission~~ period. The process will take up to twelve (12) calendar days, and includes seven (7) business days from the date the Company sends the ~~C~~customer a letter indicating the ~~C~~customer may rescind its Program enrollment or change in Suppliers.

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

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

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

"Mcf" means one thousand cubic feet.

"Mercantile Customer" has the meaning set out in division (L) of section 4929.01 of the Ohio Revised Code. In summary, it means a ~~C~~customer that: (1) consumes, other than for residential use, (4) more than 5,000 Ccf of natural gas per year at a single location or as part of an undertaking having more than 3 locations within or outside the state; and (2) that has not filed a declaration with the Commission~~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.

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

DEFINITIONS (Contd.)

"Operational Flow Orders" (OFOs) are notices issued by the Company via its electronic bulletin board (EBB) or fax transmission requiring Suppliers to adjust their daily deliveries into the Company's system to match, match or be less than, or match or be more than their Adjusted Target Supply Quantity for the Supplier's Pool of Customers receiving Firm Transportation Service under Rates FT and RFT. Supplier shall be required to deliver natural gas, or to cause natural gas to be delivered,

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DEFINITIONS (Contd.)

into the Company's specified city gate receipt points, if it is determined by the Company to be necessary and the specified receipt points and amounts are identified in the OFO notice posted on the EBB.

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

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

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

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

"Pooling Service" means a service provided by the Company that allows Suppliers to deliver to the Company gas supplies needed to satisfy the usage requirements of the Ccustomers 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 Ccustomer choice program under Rate RFT, Rate RFTLI, Rate FT-L and Rate FT-S, and Rate FRAS, respectively.

"PUCO" means the Public Utilities Commission of Ohio.

"Sales Service" means service under Residential Service (Rate RS – Sheet No. 30), Residential Service Low Income Pilot (Rate RSLI – Sheet No. 34), General Service – Small (Rate GS-S – Sheet No. 32) or General Service - Large (Rate GS-L – Sheet No. 352).

"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 Ccustomers that qualifies as a Pool, (3) agrees to accept responsibility for the gas supply management of the Pool,

DEFINITIONS (Contd.)

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(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.

#### DEFINITIONS (Contd.)

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

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

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

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

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

#### REQUIREMENTS FOR SUPPLIER PARTICIPATION

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

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

- a) Provide proof of Commission Certification to the Company.

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- b) Complete and sign the Company's Credit Application form.
- c) Complete and sign the Retail Natural Gas Supplier Registration form.

**REQUIREMENTS FOR SUPPLIER PARTICIPATION (Contd.)**

- 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.

**REQUIREMENTS FOR SUPPLIER PARTICIPATION (Contd.)**

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.

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.

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- 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 ~~C~~customer's Supplier of competitive retail natural service without the ~~C~~customer's prior consent, as provided for under Rule 4901:1-29-06 of the OAC. For the purpose of procuring competitive retail natural gas services, this requirement does not apply to automatic Governmental Aggregation and for the ~~PIPP~~percentage of income payment program.

GENERAL PROVISIONS (Contd.)

- 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

GENERAL PROVISIONS (Contd.)

contact person should change, the Supplier or Governmental Aggregator shall provide advance notice of such changes to the Commission.

**RECORDS AND RETENTION**

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

1)     Verify its compliance with the requirements of any applicable Commission rules; and

2)     Support any investigation of ~~C~~customer complaints.

- B) Unless otherwise prescribed ~~in this chapter~~, all required 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 required records ~~required by this chapter~~ shall be provided to the Commission staff within three (3) business days of its request.

**MARKETING AND SOLICITATION**

- A) Each Supplier and Governmental Aggregator that offers competitive retail natural gas service to ~~C~~customers shall provide, in marketing materials that include or accompany a service contract, sufficient information for ~~C~~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;

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- 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.

~~MARKETING AND SOLICITATION (Contd.)~~

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

MARKETING AND SOLICITATION (Contd.)

- 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 ~~C~~customers for a competitive retail natural gas service:
    - a) After suspension, rescission, or conditional rescission of certification by the Commission; or
    - b) After denial of certification renewal by the Commission.
  - 2) Failing to comply with paragraph (A) or (B) of this section;
  - 3) Failing to provide in or with its advertisements and promotional materials that make an offer for sale, a toll-free/local telephone number (and address for printed materials) which the potential ~~C~~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 ~~C~~customers who have requested to be placed on a "do not call" list, which shall be created and maintained by the Commission; and

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- b) Obtaining monthly updates of the Commission-maintained "do not call" list;
- 5) Engaging in telephone solicitation of Ccustomers 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 Ccustomers 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.

~~MARKETING AND SOLICITATION (Contd.)~~

**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 Ccustomers 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 Ccustomer-specific billing, payment, and usage history without first having received the Ccustomer's approval to access such information.

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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 Ccustomer information for Ccustomers 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 Ccustomer: name, service and mailing addresses, meter read date or schedule, and the most recent twelve (12) months of consumption data. The fee for this Ccustomer 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 Ccustomers' names, service and mailing addresses, account numbers, and other Ccustomer information list data for all Eligible Ccustomers residing within the Governmental Aggregator's boundaries. Except for the inclusion of information for Ccustomers who have opted-off the Company's Ccustomer information list for Suppliers and Company account numbers, the Ccustomer information contained in such list shall be consistent

#### **GOVERNMENTAL AGGREGATION (Contd.)**

with any Ccustomer 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 Ccustomer's account number or any Ccustomer information regarding those Ccustomers who have opted off the Company's Ccustomer information list, without the Ccustomer's express written consent.

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

#### **CUSTOMER SIGN-UP PROCEDURES**

Customers desiring to participate in the Program must execute a written Supply Contract with a Supplier that states that the Ccustomer has agreed to participate in the Program and which sets forth the terms and conditions of the Ccustomer'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, Ccustomers desiring to participate in the Program may enroll with a Supplier via telephone or ~~Internet~~internet. Under these methods, the Supplier must retain proof of Ccustomer consent as required by the Commission.

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The Supply Contract, or alternate proof of Customer consent in the case of telephonic or ~~Internet~~internet enrollment, will be used to resolve disputes if the validity of an account enrollments~~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 three (3) business days after completion of enrollment (unless a later date agreed to or Customer rescinds), Supplier will provide the Company with an electronic file in a format specified by the Company, containing a listing of all Customers whothat Supplier has signed up or desires to drop since its last submission. ~~Among other things, t~~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 a Supplier's Pool is received and confirmed by Company, the change will be effective ~~on~~with the Customer's next regularly scheduled on-cycle meter reading date, provided that it is received by the Company at least twelve (12) days before the next regularly scheduled meter read date 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 (2) business days of the Customer's rescission.

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~~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 Program participation with the Supplier because of the location change within the Company's service territory; (c) in order to maintain Program participation with the Supplier, the Supplier must confirm enrollment via Customer authorization once the new CUSTOMER SIGN-UP PROCEDURES (Contd.) distribution service account with the Company has been established; (d) when a Customer changes their service address within the Company's service territory, the Customer will be billed for Sales Service for a period of no more than one billing cycle plus eleven (11) days, provided that a timely enrollment notice is received from the Supplier; and (e) the Customer and the Supplier may minimize the time the Customer is billed under Sales Service by promptly providing the Company with the new enrollment notice. If the Customer's current Supplier initiates Customer's termination in the Program, the CUSTOMER SIGN-UP PROCEDURES (Contd.)

Company shall issue a written notification to the Customer informing Customer of such change. Customers who on their own initiative decide to terminate their participation in the Program will be permitted to do so without the Company making any determination regarding whether the Customer is contractually permitted to make such move. The Company shall not be liable to the Supplier or Customer for allowing the Customer to revert to Sales Service. The Company is not responsible for tracking Supplier contract terms and conditions between Suppliers and Customers and shall not be liable for any default of such contract.

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

~~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:~~

~~The Company has received a request to enroll the Customer for competitive retail natural gas service with the named Supplier;  
The date such service is expected to begin; and  
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,~~

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

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CUSTOMER SIGN-UP PROCEDURES (Contd.)

- 1) The Company has received a request to enroll the Ccustomer for competitive retail natural gas service with the named Supplier, and, in the case of an enrollment request for a Ccustomer who is currently with another Supplier, a statement that Company's records reflect that Ccustomer is currently enrolled with another Supplier along with an admonition that Ccustomer should review the terms and conditions of the incumbent Supplier's Contract for Ccustomer's obligations under said Contract;
- 2) The date such service is expected to begin;

CUSTOMER SIGN-UP PROCEDURES (Contd.)

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

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~~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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### ENROLLMENT OF CUSTOMERS

Suppliers may enroll Ccustomers by mail, facsimile, direct solicitation, telephone, and the ~~Internet~~internet. When soliciting and/or enrolling Non-Mercantile Ccustomers, 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 Ccustomers 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 Ccustomer 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 Ccustomer, including any taxes for which the Supplier must collect. The Company's consolidated bill may provide the budget amounts, past due balances, payments applied, credits, late charges, and total amount due on a consolidated basis only. A Supplier ~~that~~who elects this billing option will be provided, at no charge, as many as twenty-five (25) actively billed rate codes to which a Ccustomer may be assigned by the Supplier and billed by the Company. Additional actively billed rate codes (up to 80) will be provided by the Company for a fee as set forth in Sheet No. 45 of this Tariff. Each Supplier will be limited to a total of forty (40) actively billed rate codes for which the Supplier may submit to the Company a price change each month for each rate code. Price changes must be submitted to the Company no later than the 25<sup>th</sup> day each month for bills rendered the next month. In the event that a Supplier desires extraordinary billing system changes, the Supplier shall be charged for the cost of implementing such changes, as set forth in Sheet No. 45 of this Tariff.

The Pool Customer will be responsible for making payment to the Company for the entire amount shown on the bill, including both the Company's and the Supplier's charges. In the event that a Ccustomer 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 Ccustomers attributable to Supplier's portion of the bill. Payment to Supplier for payments received from Ccustomers 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 Ccustomers 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.

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Option 1 – Company Consolidated Billing (Cont'd.)

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.

POOL CUSTOMER BILLING OPTIONS (Cont'd)

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 disconnect service to a Customer for non-payment of its Regulated Utility Charges. The Supplier is not permitted to physically disconnect Customer's gas service for non-payment of the Supplier gas charges.

**CUSTOMER ACCESS AND COMPLAINT HANDLING**

Each Supplier shall cooperate with the Company, the Commission 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

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- 1) Each Supplier or Governmental Aggregator shall ensure Ccustomers 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 Ccustomers prompt answer times during normal business hours.

CUSTOMER ACCESS AND COMPLAINT HANDLING (Cont'd)

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

B) Customer complaints

CUSTOMER ACCESS AND COMPLAINT HANDLING (Cont'd)

- 1) Each Supplier or Governmental Aggregator (and/or its agent) shall investigate Ccustomer complaints (including Ccustomer complaints referred by the Company) and provide a status report within three (3) business days following receipt of the complaint to:
  - a) The customer, when the complaint is made directly to the Supplier or Governmental Aggregator, or
  - b) The Ccustomer and Commission staff, when a complaint is referred to the Supplier or Governmental Aggregator by the Commission staff.
- 2) The Governmental Aggregator may choose to have the Supplier perform certain functions as the Governmental Aggregator's agent. However, the Governmental Aggregator is still responsible for ensuring that the requirements of these rules are met.
- 3) If an investigation is not completed within ten (10) business days, the Supplier or Governmental Aggregator (and/or its agent) shall provide status reports to the Ccustomer, ~~and~~ if applicable, to the Ccustomer and Commission staff. Such status reports shall be provided at three (3) business day intervals until the investigation is complete, unless the action that must be taken will require more than three (3) business days and the Ccustomer has been so notified.
- 4) The Supplier or Governmental Aggregator (and/or its agent) shall inform the customer, or the Ccustomer and Commission staff, of the results of the investigation, orally or in writing, no later than three (3) business days after completion of the investigation. The Ccustomer or Commission staff may request the report in writing.

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- 5) If a Customer disputes the Supplier's or Governmental Aggregator's (and/or its agent's) report, the Supplier or Governmental Aggregator shall inform the Customer that the Commission staff is available to mediate complaints. The Supplier or Governmental Aggregator (and/or its agent) shall provide the Customer with the address, local/toll-free telephone numbers, and TDD/TTY telephone number of the Commission's public interest center.
- 6) Each Supplier or Governmental Aggregator shall retain records of Customer complaints, investigations, and complaint resolutions for two (2) years after the occurrence of such complaints and shall provide such records to the Commission staff within three (3) business days of request.
- 7) Each Supplier or Governmental Aggregator shall make good faith efforts to resolve disputes and cooperate with the resolution of any joint issues with the Company.

CUSTOMER ACCESS AND COMPLAINT HANDLING (Contd.)

- 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;

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:

CUSTOMER ACCESS AND COMPLAINT HANDLING (Contd.)

- a) Provide the Customer any evidence relating to the Customer's enrollment;
- b) Refer the Customer to the Commission's public interest center;

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- 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
- 5) ~~CUSTOMER ACCESS AND COMPLAINT HANDLING (Contd.)~~
- 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;

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 Firm Transportation Service Rates FT and RFT pools' aggregate Adjusted MDQ less the firm interstate pipeline capacity assigned to the Supplier by the Company. Assignments and recalls of interstate pipeline capacity are mandatory for MDQ in excess of the Supplier's Firm Transportation Service Rates FT and RFT pools' aggregate Adjusted MDQ as of April 1, 2007. Due to the physical configuration of the Company's system, and certain upstream interstate pipeline facilities, and to enable the

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

A Supplier, whose aggregate Pools' MDQ exceeds 6,000 Dth/day and who adds 3,000 Dth/day of additional MDQ ~~over the supplier's what its MDQ as of was on~~ April 1, 2007, shall be assigned a proportionate amount of the Company's interstate pipeline firm transportation capacity by the Company on a seasonal basis. Additionally, the Company will recall proportionately some capacity from a Supplier whose aggregate Pools' MDQ is reduced by 3,000 Dth/day. This MDQ criterion will be reviewed by the Company semi-annually based on the MDQ as of September 30<sup>th</sup> with any release/~~recall~~ becoming effective the following November 1<sup>st</sup> through March 31<sup>st</sup>, and on the MDQ as of February 28<sup>th</sup>, with any release/~~recall~~ becoming effective the following April 1<sup>st</sup> through October 31<sup>st</sup>. Suppliers will be notified of any change to their released capacity by October 15<sup>th</sup> for winter capacity and by March 15<sup>th</sup> for summer capacity.

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

~~The term of the release shall be on a seasonal basis, from November 1<sup>st</sup> through March 31<sup>st</sup> or April 1<sup>st</sup> through October 31<sup>st</sup>. Any incremental capacity changes will be handled by recalling the previously released capacity and re-releasing at the new amount.~~

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

UPSTREAM CAPACITY REQUIREMENTS (Contd.)

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

UPSTREAM CAPACITY REQUIREMENTS (Contd.)

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\_\_\_\_\_ agreements for the following month. If the Supplier fails to execute the service agreements the charges for the released capacity will be added to the Supplier's Pool Invoice for the month.

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

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

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

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

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

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

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

#### DAILY BALANCING

The Company will provide and charge the Supplier for balancing service, which will be used to manage differences between the Company's required daily Supplier delivery and the actual customer's consumption. There will be an annual election each year for Suppliers whose Pool MDQ is greater than 1,000 Dth/day to elect, on or before January 15<sup>th</sup> each year, either Rider FBS (Firm Balancing Service), Sheet No. 75 or Rider EFBS (Enhanced Firm Balancing Service), Sheet No. 74, to be effective on April 1<sup>st</sup> each year. A Supplier ~~that~~ who elects Rider EFBS will be billed rates

#### DAILY BALANCING (Cont'd)

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as set forth in Rider EFBS, Sheet No. 75. A Supplier whose Pool MDQ is less than 1,000 Dth/day will receive balancing service under the Company tariff Rider FBS. Suppliers that elect Rider FBS ~~DAILY BALANCING~~ and Suppliers whose Pool MDQ is less than 1,000 Dth/day will be billed the balancing charge per Mcf as set forth on Rider FBS on all volumes consumed by the Supplier's Pool.

- a) Target Supply Quantities must be delivered each day based on the Company's forecasted temperatures and the aggregate demand curve for each Customer Pool, all as more fully described within the "Gas Supply Aggregation/Customer Pooling Agreement" between the Company and Supplier. Any Supplier that fails to deliver gas volumes in accordance with that agreement may be terminated from further participation in the program.
- b) Suppliers are subject to Operational Flow Orders issued by the Company as described below. The Company may suspend from this program any Supplier that does not comply with an Operational Flow Order.
- c) Suppliers shall have the ability to make daily/monthly inter-pool trades under the Company tariff Rate GTS, Gas Trading Service.

#### MEASUREMENT OF CONSUMED VOLUMES

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

#### ANNUAL RECONCILIATION

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

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

#### OPERATIONAL FLOW ORDERS

Suppliers are subject to the Company's issuance of operational flow orders which will direct each Supplier to adjust scheduled volumes to match the Customer Pool's estimated usage. For Suppliers that have elected Rider EFBS as their balancing option, the difference between scheduled deliveries from the interstate pipeline companies and the estimated Pool usage will be met by the EFBS. In the event that the Company's storage service provider has restricted excess

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storage withdrawals/injections and a Supplier exceeds Rider EFBS's MDDQ or MDBQ such excess quantities will be considered a failure to comply with the Operational Flow Order (OFO). However,

OPERATIONAL FLOW ORDERS (Cont'd)

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 and may meet the delivery requirement with both its flowing supply and MDDQ. Failure of the Supplier to deliver volumes in accordance with its selected option may result in

OPERATIONAL FLOW ORDERS (Cont'd)

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:

**Under-deliveries**

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

OPERATIONAL FLOW ORDERS (Cont'd)

**Over-deliveries**

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

**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

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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 ~~C~~customers being served by Supplier under both Rate IT and Rate FT, as specified within Supplier's Firm Transportation Service for Interruptible Transportation ~~C~~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.

SCHEDULING (Cont'd)

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

SCHEDULING (Cont'd)

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 the 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 1<sup>st</sup> 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.

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#### **OTHER RULES AND REGULATIONS**

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

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

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

If a Supplier fails to deliver gas in accordance with the full service requirements of the Gas Supply Aggregation/Customer Pooling Agreement, or otherwise fails to comply with the provisions of this Tariff Sheet, including those specified in the Obligations to the Company section, the Company shall have the discretion to initiate the process to suspend temporarily or terminate such Supplier's further Program participation. To initiate the process, the Company shall serve a written notice of

#### ~~CONSEQUENCES OF SUPPLIER'S FAILURE TO PERFORM OR COMPLY (Cont'd)~~

such failure in reasonable detail and with a proposed remedy to the Supplier and the Commission, as set forth in Rule 4901:1-27-12(J) of the OAC.

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

#### ~~CONSEQUENCES OF SUPPLIER'S FAILURE TO PERFORM OR COMPLY (Cont'd)~~

Supplier's failure is due to under-delivery or non-delivery and, if the Commission, or an Attorney Examiner, does not act within five (5) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth (6<sup>th</sup>) 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

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applicable parties. Nothing herein shall act to deprive any party of its legal rights in a jurisdictional forum.

#### **FORCE MAJEURE**

If either Supplier or Company is unable to fulfill its obligations under this Tariff Sheet due to an event or circumstance which is beyond the control of such party and which prevents such performance, such party shall be excused from and will not be liable for damages related to non-performance during the continuation of such impossibility of performance. Neither of the following shall be

considered a force majeure condition: (1) changes in market conditions that affect the acquisition or transportation of natural gas; or (2) failure of Supplier to deliver or Pool Customers to consume scheduled gas volumes.

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

#### **COMPANY STANDARDS OF CONDUCT WITH RESPECT TO MARKETING AFFILIATES**

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

- 1) Company must apply any tariff provision relating to transportation services in the same manner to the same or similarly situated persons if there is discretion in the application of the provision.

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

- 2) Company must strictly enforce a tariff provision for which there is no discretion in the application of the provision.
- 3) Company may not, through a tariff provision or otherwise, give any Supplier including its marketing affiliate or Customers of any Supplier including its affiliate, preference over any other gas Suppliers or their Customers in matters, rates, information, or charges relating to transportation service including, but not limited to, scheduling, balancing, metering, storage, standby service, or curtailment policy. For purposes of the Company's firm transportation

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

program, any ancillary service provided by Company, e.g., billing and envelope service, that is not tariffed will be priced and made equally available to all.

- 3)4) Company must process all similar requests for transportation in the same manner and within the same approximate period of time.

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4)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.

5)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.

6)7) Before making Customer lists available to any Supplier, including any Company marketing affiliate, Company will post on its EBBelectronic 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.

7)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.

8)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.

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

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

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

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communicate the results of the preliminary investigation to the complainant in writing within thirty (30) days after the complaint was received including a description of any course of action which was taken. He or she shall keep a file with all such complaint statements for a period of not less than three (3) years.

- 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.

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

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between Duke Energy Ohio, Inc., an Ohio corporation, 139 East Fourth Street, Cincinnati, Ohio 45202, hereinafter "Company", and \_\_\_\_\_ a(an) \_\_\_\_\_ corporation, hereinafter "Supplier."

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

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

**ARTICLE I**

**Definitions**

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

1. Adjusted MDQ. "Adjusted MDQ" means the Supplier's MDQ 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 Firm Transportation Services provided by the Company under its Rates FT and RFT, which secures its supply of gas from Supplier.
6. Firm Transportation Service. "Firm Transportation Service" means service under Residential Firm Transportation Service (Rate RFT – Sheet No. 33), Residential Firm Transportation Service – Low Income (Rate RFTLI – Sheet No. 36), Firm Transportation Service - Large (Rate FT-L – Sheet No. 37) or Firm Transportation Service – Small (Rate FT-S – Sheet No. 52).
- 6.7. 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.

- ~~7-8. Mercantile Customer. "Mercantile Customer" has the meaning set out in division (L) of section 4929.01 of the Ohio Revised Code. In summary, it means a Customer that: (1) consumes, other than for residential use, (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 Commission PUCO.~~
- ~~8-9. 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.~~
- ~~9-10. Operational Flow Order. "Operational Flow Orders", or "OFOs", are notices issued by the Company via its electronic bulletin board (EBB) or fax transmission requiring Suppliers to adjust their daily deliveries into the Company's system to match, match or be less than, or match or be more than their Adjusted Target Supply Quantity for the Supplier's Pool of Customers receiving Firm Transportation Service under Rates FT and RFT. Supplier shall be required to deliver natural gas, or cause natural gas to be delivered, into the Company's specified city gate receipt points, if it is determined by the Company to be necessary and the specified receipt points and amounts are identified in the OFO notice posted on the EBB.~~
- ~~10-11. 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.~~
- ~~11-12. Pool Customer. "Pool Customer" means a recipient of Firm Transportation Service provided by the Company under Tariff Sheet Nos. 33, 36, 37 or 52 who receives gas supply from a Supplier as a member of a Pool.~~
- ~~12-13. Pooling Program. "Pooling Program" refers to the services provided under Residential Firm Transportation Service (Rate RFT – Sheet No. 33), Residential Firm Transportation Service – Low Income (Rate RFT-LI – Sheet No. 36), Firm Transportation Service – Large (Rate FT-L – Sheet No. 37), Firm Transportation Service – Small (Rate FT-S – Sheet No. 52) and Full Requirements Aggregation Service (Rate FRAS – Sheet No. 44).~~
- ~~13-14. Pooling Service. "Pooling Service" is a service provided by the Company that allows Suppliers (marketers, Suppliers, brokers, and producers) to deliver to the Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the full firm requirements of the one, or more, firm transportation Customers that comprise the membership of the Supplier's "pool", all in accordance with rules that the Company has established regarding delivery requirements, advancing, banking, billing and payments, bonding, Supplier performance requirements, and other similar requirements for participation as a "Supplier" in the Company's Rate FT and RFT, Firm Transportation Service programs.~~
- ~~14-15. 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.~~
- ~~15-16. Program. "Program" means the Company's firm transportation/supply aggregation Customer choice program under Rate RFT, Rate RFT-LI, Rate FT-L, and Rate FT-S, and Rate FRAS, respectively.~~
- ~~16-17. 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. 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.
- 18.20. Unaccounted-for Gas Loss. "Unaccounted-for Gas Loss" is the difference between the Company's total available gas commodity and the total gas commodity accounted for (metered) as sales and transported volumes.. The difference is comprised of factors including but not limited to leakage, discrepancies due to meter inaccuracies, Company use and with the use of cycle billing, an amount of gas used but not billed.
- 19.21. Unaccounted-for Percentage. "Unaccounted for Percentage" means a percentage calculated by dividing the difference between: (1) the aggregate volume of gas received into Company's system from the interstate pipelines plus the volume of vaporized propane, all converted to Mcf using the Btu content associated with such supply source, and (2) the aggregate volume consumed by all of Company's gas Customers over that same period, by the Mcf volume calculated in item (1) above.
- 20.22. 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 Supplier's continued compliance with the requirements outlined herein for participation in this program, shall continue in effect thereafter for a primary term of twenty-four (24) months. Thereafter, this Agreement shall continue from month to month, unless terminated by either party, upon at least ninety (90) days advance written notice. However, in no case shall this Agreement be terminated during a winter month (November through March), unless such winter period termination date is mutually agreed upon by both the Company and Supplier and/or except pursuant to the provisions of Articles III, VI, and X of this Agreement. Supplier shall be required to incorporate sufficient flexibility into its pooling agreements with its end-user Customers that it serves, so that the operation of this provision will not contravene end-user Customers' rights under those agreements. In the event this Agreement is terminated in accordance with the procedures contained herein, Supplier's Customers shall be given the option of either electing an alternate Supplier, or returning to the Company's system supply, in accordance with the procedures outlined in Case No. 85-800-GA-AIR, as modified by the Commission from time to time.

## ARTICLE III

### Requirements For Program Participation

The Company shall have the right to establish reasonable standards for participation in this Program, provided it does so on a non-discriminatory basis. Accordingly, in order to participate as a "Supplier" in the Company's Firm Transportation Program, Supplier shall upon request provide the Company, on a confidential basis, with balance sheet and other financial statements, and with appropriate trade and banking references. Supplier also agrees to allow the Company to conduct a credit investigation as to Supplier's credit worthiness and will pay a fee to the Company to cover the cost of a credit check, as set forth in Sheet No. 45

of the Company's P.U.C.O. Gas No. 18 tariff. Further, if the Company determines that it is necessary, Supplier agrees to maintain a cash deposit, an irrevocable letter of credit at a Company approved bank of the Supplier's choosing, or such other financial instrument, as the Company may require during the term of this agreement in order to assure Supplier's performance of its obligations under this Agreement. In order to assure that the value of such financial security instruments remains proportional to Supplier's potential liability under this Agreement, the required dollar amounts of such instruments shall be adjusted at the sole discretion of the Company, as Customers are added to, or deleted from, Supplier's pool. Supplier agrees that, in the event it defaults on its obligations under this Agreement and in order to satisfy Supplier's obligations under this Agreement, Company shall have the right to use such cash deposit, the proceeds from such irrevocable letter of credit, the proceeds from any other financial instrument agreed upon by the parties, and set-off against such obligations any revenue obtained through Company's billing on Supplier's behalf or any other revenues obtained by the Company as a result of any and all agreements and relationships between Company and Supplier. Such proceeds shall be used to secure additional gas supplies, including payment of the costs of the gas supplies themselves, the costs of transportation, storage, gathering and other related costs incurred in bringing those gas supplies into the Company's system. The proceeds from such instruments shall also be used to satisfy any outstanding claims that the Company may have against Supplier, including imbalance charges, cash-out charges, pipeline penalty charges, annual reconciliation charges, and other amounts owed to the Company, and arising from, Supplier's participation in this pooling program.

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

In addition to the above financial requirements, the Company may impose reasonable standards of conduct for Suppliers, as a prerequisite for their participation in the Program. Supplier acknowledges that in its capacity as a "Supplier" in this Program, it has a continuing responsibility to conduct its business in a legal and ethical manner. If, as a result of Customers' complaints, and/or from its own investigation, the Company determines, in its sole judgment, that Supplier is not operating under this Agreement in an ethical and/or legal manner, then the Company shall have the right to proceed as stated in the "Consequences of Supplier's Failure to Perform or Comply" section of P.U.C.O. Gas No. 18, Sheet No. 44 which may result in cancellation of this Agreement and denial of Supplier's further participation in this pooling program in accordance with the procedures described in Article X of this Agreement.

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

#### 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 ~~C~~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 ~~C~~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 ~~C~~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 ~~C~~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 ~~C~~customers, consisting of daily deliveries for the firm requirements of ~~C~~customers being served under both Rate IT and Rate FT, in quantities as specified in the ~~"Customer Pooling Agreement 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 combined with quantities to/from Supplier's Rider EFBS (Enhanced Firm Balancing Service) balancing service if applicable, are compared in order to determine Supplier's daily overrun/underrun volumes. Daily overrun/underrun volumes determined in this manner shall form the bases for daily "cash-outs", OFO charges, daily overrun/underrun charges, daily pipeline penalty charge flow throughs, and any other charges under this Agreement that are levied based on Supplier's failure to deliver the Adjusted Target Supply Quantities of gas into the Company's system.
5. As the final element of its gas supply co-management obligation, Supplier shall be required to reconcile annually its gas deliveries into the Company's system with the actual billed transportation volumes delivered to end-user ~~C~~customers within the Supplier's pool. Such reconciliation will normally be calculated during the summer months so that any differences between calendar month and billing cycle degree-day deficiencies are minimized. The actual billed transportation volumes for the reconciliation period will be determined by adding together the transportation quantities from the "Monthly Summary Billing Reports" for Supplier's pool. Such sum shall be adjusted for Unaccounted-for Gas Losses and converted from volumetric to thermal quantities.



Supplier's deliveries into the Company's system will be based on the actual pipeline delivery reports for the reconciliation period, as adjusted for recorded "cash-outs" between the Supplier and the Company and deliveries to/from the Supplier's Rider EFBS balancing service if applicable and other gas deliveries or exchanges.

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

6. 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 the 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. 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 in addition to the quantities of gas intended for the Supplier's bank under Rider EFBS. For Suppliers who elect service under EFBS, the north/south split for volumes up to the TSQ shall be the same as the split for Suppliers who have elected FBS and system supply. Volumes in excess of the TSQ will be subject to north/south restrictions in accordance with the Company's ability to inject gas per its agreements with the storage service providers.

8. OFOs shall be issued by Company in those situations where it is necessary, in Company's sole judgement, for Supplier to deliver at specified receipt points and/or for Supplier to deliver at the Adjusted Target Supply Quantity in order for Company to: (a) protect the integrity of Company's gas system; (b) assure deliveries or gas supplies to all of Company's firm customers; and/or (c) adhere to the various interstate pipeline companies' balancing requirements, as stated in their FERC approved gas tariffs under which Company is served. Suppliers who have elected Rider EFBS service shall be entitled to use such service, which shall be considered "on-system" deliveries to meet OFO requirements.

## ARTICLE VI

### Billing And Charges

The Company will provide Suppliers with individual pool ~~C~~customers' actual billing cycle usage data as ~~C~~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 ~~C~~customer's actual billed transport volumes, as generated within the Company's revenue reporting system.

Supplier shall be billed charges for services elected under the Rider FBS (Firm Balancing Service) or EFBS (Enhanced Firm Balancing Service) based on the balancing service(s) elected for its Program Pool(s). Should Supplier's daily deliveries combined with quantities to/from Supplier's Rider EFBS balancing service, if applicable not equal their Adjusted Target Quantities, then the Company will either buy-down Supplier's excess deliveries, or sell Supplier additional gas quantities until the daily Adjusted Target Supply Quantities are matched as further described below. However, if Supplier repeatedly and significantly fails to honor its delivery obligations within the tolerances established for this program, after adequate notice and opportunity to cure, Supplier shall be removed from the program, and the ~~C~~customers that it serves will have the option of either returning to system supply or electing another Supplier.

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

On those days when Supplier delivers quantities of gas into the Company's system that are less than the Adjusted Target Supply Quantities, the Company shall sell, and Supplier shall buy, such quantities of gas as are required in order for Supplier to match his daily Adjusted Target Supply Quantities except when Supplier has elected balancing service under Company's Tariff Rider EFBS as further described below. These under-deliveries shall be cashed out to the Supplier at the first of the month index published in Inside F.E. R. C. Gas Market Report, "Prices of Spot Gas Delivered to Pipelines", Columbia Gulf Transmission Co., Mainline Index, first publication of the month following the delivery month, plus Columbia Gulf and Columbia Gas Transmission pipelines' commodity transportation cost, plus fuel, to the Company's city gate plus Company's Rider ETR, Ohio Excise Tax Liability Rider.

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

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

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

If Supplier has elected balancing service under Company's Rider EFBS, Supplier is required to deliver gas under the terms of the Rider. Deliveries in excess or less than the Adjusted Target Supply Quantities will be increases or decreases to the Supplier's EFBS bank balance. When the Company's storage service provider is not authorizing over injections or over withdrawals Supplier will be held to their designated MDDQ (Maximum Daily Delivery Quantity) and MDBQ (Maximum Daily Bank Quantity) as determined by Rider EFBS. Deliveries to the Company in excess of the Supplier's Adjusted Target Supply Quantity plus their MDBQ will be confiscated by the Company and used for its general supply requirements, without compensation to Supplier. Deliveries to the Company combined with Supplier's MDDQ that are less than the Supplier's Adjusted Target Supply Quantity will be sold to the Supplier at the higher of the "cash-out" charge described above for under deliveries, or the Company's actual costs of replacement supplies.

Suppliers shall have the right to make daily/monthly inter-pool trades under Rate GTS, Gas Trading Service.

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

## ARTICLE VII

### Compensation For Gas Utilized by Company

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

## ARTICLE VIII

### Payment

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

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

but such suspension or cancellation shall not discharge Supplier from its obligation to pay such bill or from any other obligation under this Agreement, nor does such suspension or cancellation preclude the Company from any rights or remedies it does or may have at law or in equity to enforce any of the provision of this Agreement.

## ARTICLE IX

### Interstate Pipeline Capacity

As a prerequisite for its participation in this Program, Supplier agrees, as agent for its pool Customers, to acquire firm interstate pipeline capacity into the Company's system in amounts equal to the aggregate Adjusted MDQ of Supplier's Customer pools less the firm interstate pipeline capacity assigned to the Supplier by the Company, including the MDDQ associated with the EFBS program, as more fully described below. The Company shall have the right to periodically review the level and assignment of Supplier's capacity contracts in order to assure adequate Adjusted MDQ coverage.

Due to the physical configuration of the Company's system, and certain upstream interstate pipeline facilities, and to enable the Company to comply with lawful interstate pipeline tariffs and/or to maintain the Company's system integrity, The Company reserves the right to direct each Supplier to proportionally deliver, with respect to the Company's northern and southern interstate pipeline receipt points, the Supplier's daily pool requirements, which shall include any use by Supplier of its EFBS bank so that Supplier's total deliveries, including flowing supply and EFBS bank withdraw, need not exceed Supplier's Adjusted MDQ. Specific delivery requirements will be electronically posted by the Company.

If Supplier's aggregate Pools' MDQ exceeds 6,000 Dth/day and Supplier adds 3,000 Dth/day of additional MDQ over Supplier's MDQ as of April 1, 2007, Supplier shall be assigned a proportionate amount of Company's interstate pipeline firm transportation capacity by Company on a seasonal basis. Additionally, Company will recall proportionately some capacity from Supplier if Supplier's aggregate Pools' MDQ is reduced by 3,000 Dth/day. This MDQ criterion will be reviewed by the Company semi-annually based on the MDQ as of September 30<sup>th</sup> with any release/recall becoming effective the following November 1<sup>st</sup> through March 31<sup>st</sup>, and on the MDQ as of February 28<sup>th</sup>, with any release/recall becoming effective the following April 1<sup>st</sup> through October 31<sup>st</sup>.

1. Supplier will be notified of any change to its released capacity by October 15<sup>th</sup> for winter capacity and by March 15<sup>th</sup> for summer capacity.
2. The assignment shall be structured as a release of capacity. The posted rate will be the rate for which the Company has contracted with the interstate pipeline. Any capacity with a discounted rate will be posted open to bids, with Supplier being the prearranged bidder. All other capacity will be posted at the pipeline's maximum rate with Supplier being the prearranged shipper.
3. ~~The term of the release shall be on a seasonal basis, from November 1<sup>st</sup> through March 31<sup>st</sup> or April 1<sup>st</sup> through October 31<sup>st</sup>. Any incremental capacity changes will be handled by recalling the previously released capacity and re-releasing at the new amount.~~
- 4.3. Company shall assign interstate pipeline firm transportation capacity consistent with its delivery north/south allocation percentages and on a pro-rata basis to Company's total capacity for the designated pipelines or the parties may choose a mutually agreed-upon assigned capacity portfolio. During the summer months of April through October, the Company's Firm Transportation capacity shall be reduced by the Company's maximum daily injection rights on Columbia Gas Transmission's Firm Storage Service for purposes of determining the pro-rata share for suppliers who have elected Rider Firm Balancing Service (FBS) rather than Rider Enhanced Firm Balancing Service (EFBS).

- 5.4. Capacity will be assigned to Supplier on a "recall-and-reput" basis. Company shall release this capacity utilizing the appropriate pipeline company's electronic bulletin board and Supplier shall execute the service agreements so generated by the pipelines five (5) days prior to the end of the month to enable Supplier to nominate gas suppliers under the service agreements for the following month. If Supplier fails to execute the service agreements the charges for the released capacity will be added to the Supplier's Pool Invoice for the month.
- 6.5. Prior to the capacity release process, Supplier shall comply with the appropriate pipeline's credit review and establish itself on the pipeline's Approved Bidders List (as defined in the interstate pipeline company's tariff).
- 7.6. Company, as releasing shipper under a recallable release, remains liable to the pipeline for reservation charges, and any applicable surcharges. Supplier will provide sufficient financial guaranty to the Company of its ability to pay such pipeline charges.
- 8.7. Company reserves the right to change the type of information required as well as the nomination deadline to comply with the requirements of the interstate pipeline companies.
- 9.8. There will be no restrictions on Supplier's use of the released capacity at such times that it is not required to deliver gas to Company's system.
- 10.9. Supplier may re-release all or a portion of the capacity to a Replacement Shipper who meets all the requirements to which the Supplier is subject including but not limited to, Company's right of recall. A re-release shall not relieve Supplier of its obligation under the provisions of the capacity release.
- 11.10. Supplier, after receiving such assignment shall pay the pipeline(s) directly for all charges associated with the use of released capacity, including (without limitation) demand charges, commodity charges, taxes, surcharges, fuel allowances, imbalance and overrun charges, and penalties.
- 12.11. Supplier shall not revise receipt and delivery points of the interstate pipeline company firm transportation capacity released by Company, without written consent from Company. Supplier will be responsible for operating the assigned capacity consistent with all the terms and conditions set forth in the tariffs of Company and the applicable pipeline companies.

## ARTICLE X

### Remedies

1. Defaults. In addition to other rights to terminate or cancel that appear elsewhere in this Contract, if Company or Supplier fails to perform, to a material extent, any of the obligations imposed upon either under this Agreement, then the other party may, at its option, terminate or cancel this Agreement by causing written notice thereof to be served on the party in default, stating specifically the cause for terminating or canceling this Agreement and declaring it to be the intention of the party giving the notice to terminate or cancel the same. In the event a party receives notice of termination or cancellation made pursuant to this Article ~~XII~~, the party in default shall have thirty (30) days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating or canceling this Agreement, and if, within said period of thirty (30) days, the party in default does so remedy or remove said causes, then such notice shall be deemed to have been

withdrawn and this Agreement shall continue in full force and effect. If the party in default does not so remedy or remove the cause or causes within said period of thirty (30) days, then, at the option of the party giving notice, this Agreement shall terminate or cancel as of the expiration of said 30-day period. Any termination or cancellation of this Contract, pursuant to this Article ~~XII~~ shall be without waiver of any remedy, whether at law or in equity, to which the party not in default otherwise may be entitled for breach of this Agreement.

2. Sole and Exclusive Remedies. The liquidated damages, termination rights, cancellation rights, and interest payments outlined in this Agreement for non-performance herein shall be Company and Suppliers' respective sole and exclusive remedies for such non-performance. In no event shall either party be liable for special, incidental, exemplary, punitive, indirect or consequential damages including, but not limited to, loss of profit or revenue, cost of capital, cost of substitute products, downtime costs, or claims for damages by third parties upon Company or Supplier. This applies whether claims are based upon contract, warranty, tort, (including negligence and strict liability), or other theories of liability.

Example Agreement

**ARTICLE XI**

**Force Majeure**

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

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

**ARTICLE XII**

**Title to Gas**

Supplier warrants that it will have good title to all natural gas delivered to the Company hereunder, and that such gas will be free and clear of all liens, encumbrances, and claims whatsoever, and that it will indemnify the Company, and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of a breach of such warranty.

**ARTICLE XIII**

**Limitation of Third Party Rights**

This Agreement is entered into solely for the benefit of Duke Energy Ohio and the Supplier and is not intended and should not be deemed to vest any rights, privileges or interests of any kind or nature to any third party, including, but not limited to the Customer group that Supplier establishes under this Agreement.

**ARTICLE XIV**

**Succession and Assignment**

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. However, no assignment of this Agreement, in whole or in part, will be made without the prior written approval of the non-assignee party. The written consent to assignment shall not be unreasonably withheld.

**ARTICLE XV**

**Applicable Law and Regulations**

This Agreement shall be construed under the laws of the State of Ohio and shall be subject to all valid applicable State, Federal and local laws, rules, orders, and regulations. Nothing herein shall be construed as divesting or attempting to divest any regulatory body of any of its rights, jurisdiction, powers or authority conferred by law.

ARTICLE XVI

**Notices and Correspondence**

Written notice and correspondence to the Company shall be addressed as follows:

Duke Energy Ohio, Inc.  
P. O. Box 960  
Cincinnati, Ohio 45201-0960  
Attention: Manager, City Gate Gas Commercial Operations

Telephone notices and correspondence to the Company shall be directed to (513) 287-404278. Operational notices to the Company shall be directed to the above address, Attention: Gas Control, telephone (513) 287-25593590. Fax notices to the Company shall be directed to (513) 287-20182938.

Written notices and correspondence to the Supplier shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone notices to the Supplier shall be directed to ( \_\_\_ ) \_\_\_\_\_.  
Fax notices to the Supplier shall be directed to ( \_\_\_ ) \_\_\_\_\_.

Either party may change its address for receiving notices effective upon receipt, by written notice to the other party.

IN WITNESS WHEREOF the parties hereto executed this Agreement  
on the day and year first above written.

WITNESS: Duke Energy Ohio, Inc.

\_\_\_\_\_  
By \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_

WITNESS: SUPPLIER

\_\_\_\_\_  
By \_\_\_\_\_



Title

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*Example Agreement*

## RATE GGIT

### GAS GENERATION INTERRUPTIBLE TRANSPORTATION RATE

#### AVAILABILITY

Interruptible local delivery service for natural gas to be used in any commercial gas-fired electric generators, including but not limited to customer-owned co-generation, and available to any customer that: (1) signs a Service Agreement contract with the Company for service under this Rate GGIT; (2) arranges for the delivery of gas into the Company's system for customer's sole use at one point of delivery where distribution mains are adjacent to the premises to be served; and (3) utilizes natural gas transported under this tariff as its primary fuel source in combustion gas turbines unit(s) or combined cycle unit(s) for the purpose of generating electricity. Service under this tariff will be provided by displacement and on a "best efforts" basis. The Company reserves the right to decline requests to initiate or continue service hereunder whenever, in the Company's sole judgment, rendering service will be detrimental to the operation of the Company's system or impair its ability to supply gas to customers receiving service under the provisions of Rates RS, RSLI, RFT, RFTLI, GS-S, GS-L, FT-S, FT-L, IT, or other special contract arrangements. This tariff schedule shall not preclude the Company, with Commission approval, from entering into special arrangements that are designed to meet unique circumstances.

The service provided hereunder will be interruptible local gas delivery service provided on a "best efforts" basis from the Company's city gate receipt points to the outlet side of customer's meter. The Company, to ensure its ability to reliably supply gas to customers receiving service under the provisions of Rates RS, RSLI, RFT, RFTLI, GS-S, GS-L, FT-S, FT-L, and IT, shall have the right for operational, but not economic reasons, to designate the city gate receipt points where the customer is required to deliver its gas.

In order to receive service under this tariff, customer must have in place throughout the term of this agreement, a gas storage/balancing service agreement with an upstream supplier under which that supplier will balance customer's hourly and daily usage with deliveries into the Company's system. The Company will install, at customer's expense, metering equipment that will allow it to monitor customer's hourly and daily usage.

#### NET MONTHLY BILL

The Net Monthly Bill is determined as follows:

All gas consumed is billed in units of 100 cubic feet (CCF).

Administrative Charge per month:

Shall be equal to the monthly Administrative Charge under the Company's Interruptible Transportation Tariff (Rate IT) or its successor tariff.

Facilities Charge per month:

Monthly amount required to amortize, over the term of the Service Agreement, any additional or incremental costs that the Company incurs in constructing facilities to bring service to customer, including the costs of such facilities as mains and service installations, metering and regulating equipment, and telemetric and flow control equipment, plus a reasonable contribution to overall system costs.

Filed pursuant to Order dated

in Case No. 12-1685-GA-AIR before the Public Utilities Commission of

Ohio.

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Issued:

Effective:

Issued by James P. Henning, President

### NET MONTHLY BILL (Contd.)

#### Usage-based Delivery Charge:

Company will deliver the arranged-for gas, less shrinkage, which is equal to the Company's system average unaccounted-for percentage, at a rate of:

First 1,000,000 CCF per month	100% of Rate IT Commodity Charge
Next 500,000 CCF per month	75% of Rate IT Commodity Charge
Over 1,500,000 CCF per month	60% of Rate IT Commodity Charge

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

- Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider
- Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program Rider
- Sheet No. 66, Rider GSR, Gas Surcredit Rider
- Sheet No. 68, Rider STR, State Tax Rider
- Sheet No. 88, Rider AU, Advanced Utility Rider

In addition, customer's net monthly bill, excluding gas costs and related taxes that are billed to the customer by supplier, shall be adjusted by application of the percent specified on Sheet No. 64, Rider ETR, Ohio Excise Tax Liability Rider, except that finance charges are excluded in the computation of the net bill.

### MINIMUM BILL PROVISION

Customer will be subject to a monthly "Minimum bill" equal to the Monthly Administrative Charge and Facilities Charge, as noted above, plus applicable riders and taxes, as may be amended and approved by the Public Utilities Commission of Ohio from time to time.

### UNAUTHORIZED DELIVERIES

In the event customer fails to interrupt transportation deliveries at Company's request, any excess deliveries through customer's meter will be considered unauthorized deliveries that are subject to the flow-through-of-pipeline penalty charges to the extent that they are incurred by the Company, and in addition thereto, shall be paid for as specified under the "Charges For Unauthorized Deliveries" provision of this rate schedule. The charges for such unauthorized deliveries shall be billed directly to the customer. However, Company may, at its sole discretion, physically discontinue service to the customer if customer refuses to interrupt service when requested by Company. Further, Company may temporarily or permanently discontinue service if customer fails to operate in accordance with the Company's directives and limitations regarding service under this tariff.

### CHARGES FOR UNAUTHORIZED DELIVERIES

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

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Ohio.

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Issued:

Effective:

Issued by James P. Henning, President

### **BALANCING**

For purposes of this tariff, a "pool" shall be defined as one or more customers taking service under Rate GGIT that are joined together for supply management purposes. A "pool operator" has a contractual responsibility to manage the aggregated gas supply requirements of all the Rate GGIT customers that comprise its pool. All supply management responsibilities of individual customers are transferred to the pool operator once a customer becomes a part of a pool, as the aggregated balancing requirements of all pool members are treated under this tariff as though they were a single customer with its own supply management responsibilities. Because of the large hourly and daily usage likely to flow under this tariff, the pool operator is required to contract with the pipelines designated by the Company for hourly and daily deliveries that correspond with their actual burn of gas delivered under this tariff.

### **LATE PAYMENT CHARGE**

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

### **TERMS AND CONDITIONS**

The customer shall enter into a written Service Agreement with the Company. Such Service Agreement shall set forth specific arrangements as to the transportation services provided, the level of firm gas required by customer, Monthly Facilities Charge, the minimum bill calculation, and any other circumstances relating to the individual customer.

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

The Pool operator agrees, upon request by Company, to produce, in a timely manner, proof of the purchase of the natural gas transported, any necessary regulatory approvals, and any and all transportation arrangements with all interstate pipelines, intrastate pipelines, or others involved in transporting the pool gas' supplies.

Company will not be liable for any costs and/or penalties charged by pipelines, or suppliers, because of pool operator's over- or under-deliveries into the pipeline, or pool customers' failure to take deliveries through customers' meters that, in the aggregate, match the amount of gas transported by the pool operator to the Company's city gate.

The Company will provide customer and/or its designated pool operator, by electronic or other available means of communication, its best available operating data on gas deliveries to individual customers and for the combined pool on an hourly and daily basis. Hourly/daily operational information shall include information on hourly/daily gas flows provided by Automated Meter Reading (AMR), equipment, telemetry, or any other means the Company has available to provide the customer or its designated pool operator with its best estimate of hourly/daily gas deliveries for individual customer's and the pool's combined accounts.

In order to administer the provisions of this tariff and monitor customer's hourly/daily usage, the Company will install remote metering equipment on customer's meter site to separately meter gas used for

**TERMS AND CONDITIONS (Contd.)**

generation volumes that qualify for this rate. Customer will be responsible for payment of the cost of such telemetric equipment, either through a lump sum payment, or at the Company's option, through a monthly facilities charge designed to reimburse the Company for the costs of such equipment. Customer will also be responsible for providing the Company with access to a telephone service at customer's metering site, or such other equipment or utilities that may be necessary, and shall also be responsible for the monthly charges for such telephone service or other necessary equipment or utilities.

The primary term of contract shall be a minimum of five (5) years. After completion of the primary term, such contract shall continue month to month unless cancelled by either party by giving thirty (30) days written notice.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law. This will not preclude a special agreement in the event other considerations, such as bypass, are deemed solely by Company to be credible options for the customer.

Filed pursuant to Order dated

in Case No. 12-1685-GA-AIR before the Public Utilities Commission of

Ohio.

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Issued:

Effective:

Issued by James P. Henning, President

## RIDER NGV

### NATURAL GAS VEHICLE FUELING RIDER

#### APPLICABILITY

Applicable to additional natural gas services required by the following:

1. Retail residential and non-residential, privately owned natural gas vehicle (NGV) fueling stations for the sole purpose of fueling a customer-owned NGV at the customer's premises.
2. Commercial NGV fueling stations in the business of selling natural gas to the general public for the purpose of fueling NGV's.

The NGV fueling station(s) must be located in the Company's natural gas service territory.

Service under the terms of this Rider NGV is subject to the following qualifications:

1. A privately owned NGV fueling station is a NGV fueling station owned by a residential or non-residential customer of Duke Energy Ohio. The private NGV fueling station must be located at the customer's residential or primary business address. The natural gas to be supplied by the Company and processed by the NGV fueling station must be used for the express and limited purpose of fueling a customer-owned NGV. The natural gas provided under the terms of this Rider for a private NGV fueling station may not be for resale or use by another individual, party or NGV.
2. A commercial NGV fueling station must be in the business of selling natural gas for public consumption. A commercial NGV fueling station may not be located at a private residence or commercial facility that is not in the business of providing fuel for the general public consumption. The natural gas to be supplied by the Company and processed by the NGV fueling station must be used for the express and limited purpose of fueling NGVs.

Customers taking service under this tariff must register with the Company as either a privately owned or commercial NGV fueling station.

#### CHARACTER OF SERVICE

Service provided under this schedule shall be firm service.

#### RATES AND CHARGES

**Privately Owned NGV Fueling Station Customers:** Natural gas service will be provided by the Company in accordance with the applicable rate schedule under which the customer receives other natural gas service.

**Commercial Fueling Station Customers:** Natural gas service will be provided by the Company in accordance with Rate FT-L. Due to the requirement that Duke Energy Ohio cannot supply natural gas for resale, the commercial fueling station customer must always have a valid agreement with a Company-approved natural gas supplier for the natural gas commodity, and must rely solely on this contracted supply of natural gas for their resale supply. In the event a fueling station is used for both private and commercial NGV fueling purposes, the entire fueling station shall be considered a commercial fueling station and natural gas service will be provided by the Company in accordance with Rate FT-L.

#### **RATES AND CHARGES (continued)**

**Additional Costs (Privately Owned and Commercial Fueling Station Customers):** The cost of any additional facilities, rearrangement and/or relocation of existing Company facilities associated with the provision of natural gas delivery under this tariff shall be borne by the customer. The determination of need for any such relocation or rearrangement shall be at the sole discretion of the Company.

It is the customer's responsibility to:

1. Perform any fuel usage reporting that may be required, and
2. Pay any federal, state, or local road use or any other taxes that may be required.

The customer will bear all costs associated with the permitting, installation, maintenance, operation, and receipt of gas service for customer-owned NGV fueling stations, as well as be liable for all applicable NGV fuel taxes.

In addition, owner/operators of a commercial fueling station shall obtain all licenses and other governmental approvals necessary to operate a public fueling station, and shall be liable for all taxes levied as a result of sales to the public.

#### **SPECIAL TERMS AND CONDITIONS**

The introduction of pipeline quality gas and/or propane-air gases into the Company's distribution system may be incompatible with the operation of NGVs and fueling equipment. The Company shall not be liable for any damages, including, but not limited to, property and equipment damage or lost revenue, caused by the use of pipeline quality gas, the introduction of propane-air gases, or any combination thereof.

To maintain natural gas delivery system integrity and pressures, the Company may, at any time, introduce propane into the Company's distribution system.

Any private or commercial fueling station customer whose natural gas fueling operations may be affected by changes in the composition of natural gas due to the introduction of propane-air gases is required to notify the Company. The Company will use reasonable efforts via commercially available resources to attempt to give the customer advance notice as to when the propane-air gases will be introduced into the gas delivery system. However, the Company shall not be liable for damages that the customer may sustain due to the introduction of propane-air gases into the Company's distribution system. Therefore, the Company recommends that the customer take steps to mitigate potential damage to the NGV equipment, including the possible installation of automated sensor equipment so as to prevent the introduction of propane-air gases into the customer's fueling equipment or NGV(s).

To the fullest extent permitted by Law, the customer shall defend, indemnify, and hold harmless Duke Energy Ohio and its officers, directors, employees, agents, affiliates and representatives (the "Indemnified Persons") from and against any and all claims, demands, suits, liabilities, causes of action, losses, expenses, damages, fines, penalties, court costs, reasonable attorneys' fees, and bodily injury and property damage claims (collectively, Claims) arising out of or relating to the supply of natural gas and its quality or composition.

**SERVICE REGULATIONS**

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

Filed pursuant to an Order dated  
Utilities Commission of Ohio.

in Case No. 12-1685-GA-AIR before the Public

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Issued: January 1, 2013

Effective: January 1, 2013

Issued by James P. Henning, President



**RIDER EFBS**

**ENHANCED FIRM BALANCING SERVICE**

**APPLICABILITY**

Applicable to pools served by gas suppliers/aggregators ~~that~~ who secure their own total upstream pipeline capacity necessary to meet the aggregated peak day requirements as more fully described under the Assignment of Capacity provision contained in Rate FRAS, Full Requirements Aggregation Service, Sheet No. 44, and ~~that~~ who elect to receive service for such pools under Rider EFBS rather than Rider FBS (Firm Balancing Service).

**SERVICE**

- a) Service provided under Enhanced Firm Balancing Service ("EFBS") shall be subject to the limitations set forth below. Such service shall be provided on a firm basis and shall apply to all gas delivered to the Company for the Supplier and provided pursuant to this tariff, up to the Bank Contract Quantity ("BCQ") set forth herein. Supplier's Maximum Daily Delivery Quantity ("MDDQ") shall be that specified herein.
- b) Initial allocation of EFBS shall be as follows:
  - 1. Any Supplier whose FRAS Pool Maximum Daily Quantity ("MDQ") exceeds 1,000 Dth/day, shall be allocated EFBS with an MDDQ equal to the proportion of the Company's no-notice balancing service quantity to its firm system design day times the Supplier's MDQ adjusted up to the nearest factor of 3,000.
- c) Suppliers with a FRAS Pool MDQ less than 1,000 Dth/day shall continue under the Company's Rate FBS. Suppliers with a FRAS Pool MDQ greater than 1,000 Dth/day shall have the option of receiving balancing service under EFBS or continuing under the Company's Rate FBS. This annual election shall be made on or before January 15 of each year to become effective on April 1 of each year.

**SERVICE (Contd.)**

- d) Incremental allocation/reduction of EFBS shall be as follows:
  - 1. Any Supplier whose MDQ crosses a factor of 3,000 Dth/day (herein, "threshold") shall receive an allocation/reduction of its EFBS with an MDDQ equal to the proportion of the Company's no-notice balancing service quantity to its firm system design day times the Supplier's threshold (3,000 Dth/day), which will remain effective from the first of the following month in which the threshold was reached until such time as another threshold is reached.

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2. For purposes of determining increases to the EFBS bank and MDDQ, the supplier's MDQ must exceed the next threshold by at least 500 ~~dthDth~~ per day or exceed the threshold by a lower amount for three (3) consecutive months. For purposes of determining decreases to the EFBS bank and MDDQ, the supplier's MDQ must be at least 500 ~~dthDth~~ per day lower than the previous threshold or remain under the previous threshold by a smaller amount for three (3) consecutive months. For situations where the threshold has been either exceeded or decreased as stated in the previous two sentences, measurements shall occur on the 25<sup>th</sup> day of each month, unless such day is not a business day, in which case such measurement shall occur on the next following business day.

SERVICE (Contd.)

- e) The Supplier's BCQ ratio to its allocated MDDQ will be equal to the Company's ratio of daily no-notice balancing service quantity to its annual no-notice storage quantity with its storage service provider. The Company's ratio shall be determined on an annual basis. Both the Company's no-notice balancing service quantity and its annual no-notice storage quantity with its storage service providers will be established prior to the notification deadline for selecting EFBS service, and will not be changed within the associated gas year. The Company may adjust those percentages to reflect changes in the Agreement with its storage service provider, which may also necessitate changes in pricing with respect to the service. Any changes to the percentages or prices will be communicated to Suppliers on or before January 1 each year and will become effective to coincide with the Supplier's opportunity to select either FBS or EFBS service as outlined in Rate FRAS.

- f) ~~When initial or incremental EFBS is allocated to a Supplier, or recalled from a Supplier effective on the first day of any month, and the adjusted BCQ causes the Supplier's percent of EFBS bank to BCQ to be outside of the range specified below, then the Supplier must purchase, sell or transfer the required amount of bank so that the percent of EFBS bank to BCQ is within the specified range, within three (3) business days of the first day of the month such change is to become effective.~~

g) SERVICE (Cont'd.)

	<u>Minimum</u>	<u>Maximum</u>
April	0%	25%
May	0%	60%
June	14%	60%
July	34%	60%
August	54%	85%
September	75%	85%
October	88%	98%
November	95%	98%
December	78%	98%
January	59%	98%
February	36%	65%
March	18%	45%

1. This designation may require the Supplier to purchase, sell or transfer a specified volume of gas for the Supplier's EFBS bank in one of four ways (as determined by the Supplier,

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unless Supplier fails to purchase, sell or transfer specified volumes of gas, in which case option A shall be employed): (A) The Supplier may purchase natural gas from the Company, or sell to the Company, a portion of the Company's then current inventory with its storage service provider. The price for the gas purchased or sold by the Supplier for its bank volume shall equal the Company's inventory weighted average cost of gas with its storage service provider. The Company shall communicate the current inventory weighted average cost of gas to Suppliers. (B) The Supplier can purchase or sell the specified volume of gas from/to another Supplier ~~that who~~ receives service under the EFBS, by transferring volumes of gas, provided that the transfer does not increase a Suppliers Bank above the maximum levels as defined in the EFBS tariff or decrease a Suppliers Bank below the minimum for the month. Each supplier involved in the transfer must notify the Company in writing of the amount to be transferred and the date on which the transfer is to be effective. (C) The Supplier can transfer the gas to/from its own or a third parties storage account directly into the Company's storage account through an inter-company storage inventory transfer executed through the storage service provider. (D) The Supplier can transfer the gas to/from its IT Pool.

SERVICE (Cont'd.)

2. Suppliers will be required to pay for or transfer such gas designated for Supplier's BCQ in advance of the third (3<sup>rd</sup>) business day of the month in which service is effective unless other arrangements, acceptable to the Company, have been completed.

SERVICE (Cont'd.)

~~h)f)~~ Except as specified in h) below, Supplier's EFBS bank shall be increased or decreased by the daily difference between actual natural gas volumes received by the Company at its city gate and Supplier's back-cast Targeted Supply Quantity ("TSQ"), adjusted for fuel retainage in the following manner:

1. If the Supplier delivers more natural gas than the back-casted TSQ, then the Suppliers EFBS bank shall be increased by the amount of the over-delivery, calculated at the Company's ~~c~~City ~~g~~Gate, plus the current KO Transmission fuel retainage and minus the current Columbia Gas Transmission SST and FSS fuel retainage.
2. If the Supplier delivers less natural gas than the back-casted TSQ, then the Supplier EFBS bank shall be decreased by the amount of the under-delivery, calculated at the Company's ~~c~~City ~~g~~Gate, plus the current Columbia Gas Transmission SST fuel retainage.

~~h)g)~~ On a day when Supplier's TSQ is greater than or equal to the MDQ, supplier shall have full access to the total MDDQ as specified in the EFBS tariff. The Supplier will not be required to make total deliveries, including the back-casted MDDQ, above the MDQ.

~~h)h)~~ The Company may, at its option, recall EFBS from a Supplier if that Supplier subsequently ceases its participation in the Company's Customer Choice program for any reason. The Company may also recall a proportional amount of the Supplier's gas bank if the Supplier's MDQ decreases below a 3,000 ~~th~~Dth increment (as detailed in subparagraph (d) 1. and (d) 2. above) and the Supplier's gas bank is above the maximum quantity for that month, to become effective on the first day of the following month.

1. If the Company recalls EFBS, or the Supplier's MDQ decreases below a 3,000 ~~cfh~~Dth increment and Supplier does not elect to proceed under subparagraph (i) 2., then the Company shall buy all or a portion of Supplier's gas bank. The price of the gas in the Supplier's bank purchased by the Company shall be the Company's inventory weighted average cost of gas with its storage service provider.
2. Alternatively, the Supplier can sell or transfer the specified volume of gas as described in ~~Sections~~subparagraph (f) (1).
3. In circumstances other than those described above, if a Supplier requests termination of EFBS other than at the time of the annual election, the Company may agree to termination at its sole discretion, and will elect to purchase any gas volumes remaining in the Supplier's bank at the above price options.

SERVICE (Cont'd.)

k)j) The Maximum Monthly Bank Quantities ("MMBQ") shall be limited to the following percentages of Supplier's BCQ:

April	15%	August	20%	December	10%
May	20%	September	13%	January	10%
June	20%	October	7%	February	10%
July	20%	November	5%	March	10%

SERVICE (Cont'd.)

h)j) Supplier's Maximum Daily Bank Quantities ("MDBQ") shall equal 1/25th of the Supplier's then current MMBQ, except during the months of November and December when the MDBQ shall equal 1/30th of the Supplier's then current MMBQ.

m)k) A Supplier may have no more than 60% of its BCQ in bank as of June 30, and no more than 85% of its BCQ in bank as of August 31.

n)l) The Company shall deliver Supplier's BCQ throughout the year, subject to the limitations set forth. Supplier's MDDQ shall be based upon and limited by Supplier's BCQ inventory remaining in bank determined in accordance with the Company's best estimates as follows:

% of banked gas in BCQ	% of MDDQ
100% to 30%	100%
less than 30% to 20%	80%
less than 20% to 10%	65%
less than 10% to 0%	50%

o)m) The minimum and maximum monthly net withdrawal quantities for the months November through March shall be as follows:

<u>Month</u>	<u>Minimum % of BCQ</u>	<u>Maximum % of BCQ</u>
November	No minimum	40%
December	No minimum	40%
January	No minimum	40%

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February	10%	30%
March	10%	20%

#### SERVICE (Cont'd.)

p)n) If Supplier exceeds the maximum monthly net withdrawal limit during any of the months November through March, Supplier's maximum monthly net withdrawal quantity for the succeeding month shall be reduced by an amount equal to the excess quantities withdrawn during the excess withdrawal month. Supplier's withdrawals during the months April through October shall not be subject to maximum or minimum withdrawal limits; provided, however, that Supplier's withdrawals during that period shall be subject to the limitations of Supplier's BCQ levels.

q)o) Supplier's maximum bank inventory on April 1 shall not exceed 25% of its BCQ. Supplier's maximum bank inventory on February 1 shall not exceed 65% of its BCQ. Quantities in excess of 25% of Supplier's BCQ shall not be carried over beyond April 1.

#### **BANK TRANSFERS**

- a) Suppliers may transfer volumes of gas held in their banks under the EFBS with other Suppliers receiving service under EFBS. Each supplier involved in the transfer must notify the Company in writing of the amount to be transferred and the date on which the transfer is to be effective.
- b) The transfer must not increase a Suppliers Bank above the maximum levels as defined in the EFBS tariff. Likewise, the transfer must not decrease a Suppliers Bank below the MBQ for the month.

#### **DELIVERY POINTS**

- a) The point of delivery for all gas tendered to the Company shall be the Company's City Gate for EFBS service and, in accordance with the Supplier's FRAS Agreement with the Company, based upon a percentage north/south split. The north/south split for volumes up to the TSQ shall be the same as the split for Suppliers ~~that~~ have elected FBS and system supply. Volumes in excess of the TSQ will be subject to north/south restrictions in accordance with the Company's ability to inject gas per its agreements with the storage service providers.

#### **WAIVER REQUESTS**

- a) In regard to the above percentage limitations on withdrawals and injections, the Company shall allow deviations from these limitations to the extent that additional flexibility has been granted to the Company by its storage service providers. Waivers shall be granted by the Company on a non-discriminatory basis.

#### **RATE**

- a) For all services rendered pursuant to this tariff, Supplier each month shall pay the Company the charges set forth below:

1. Demand Charge: \$6.28, assessed each month on each Dth of the Supplier's MDDQ;

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2. Commodity Charge: \$0.021, per ~~mcf~~Mcf, applied to all monthly consumption of the supplier's aggregate FT-S, FT-L, RFT and RFT-LI services not included in a pool receiving service under Rider FBS.

- b) Rates will be reviewed quarterly and adjusted based on current charges from the Company's storage service providers.

#### NON-COMPLIANCE

- a) If Supplier's EFBS bank is less than zero on any day, then the Supplier shall purchase a quantity of natural gas from the Company sufficient to bring the Suppliers EFBS bank up to the minimum percent listed in Service, section (f) above for the month in which the bank became less than zero. The price shall be 110% of the higher of the inventory weighted average cost of gas with its storage service provider or the highest price at which the company purchased gas for that month plus interstate pipeline fuel, commodity and daily reservation charges.
- b) Except in instances when the Suppliers BCQ has been reduced due to a lower MDQ, if Supplier's EFBS bank is greater than 102% of their BCQ on any day, then the amount in excess of the maximum percent listed in Service section (f) above for the month in which the bank exceeded 102% shall be purchased by the Company for a price equal to 90% of the lower of the inventory weighted average cost of gas with its storage service provider or the lowest price at which the company purchased gas for that month plus interstate pipeline fuel, commodity and daily reservation charges.
- c) Supplier must pay any penalties incurred by the Company from one of its storage service providers that can be attributed to actions by the supplier that do not comply with the EFBS tariff.
- d) The Company may recall EFBS from a supplier for Non Compliance with the EFBS tariff. The Supplier will revert to the FBS at the beginning of the revenue month.

**RATE IT**

**INTERRUPTIBLE TRANSPORTATION SERVICE**

**AVAILABILITY**

Curtailable natural gas local delivery service available to any customer ~~that who~~: (1) signs a contract with the Company for service under Rate IT; (2) utilizes a minimum of 10,000 CCF per month during each of the seven consecutive billing periods commencing with customer's first meter reading taken on or after April 1; (3) has arranged for the delivery of gas into the Company's system, for customer's sole use at one point of delivery where distribution mains are adjacent to the premises to be served; and (4) has become a member of a pool under Rate AS and elected Interruptible Monthly Balancing Service ~~U~~nder Rate IMBS. Any service hereunder shall be provided by displacement and on a best efforts basis. The Company reserves the right to decline requests to initiate or continue such service whenever, in the Company's judgment, rendering this service would be detrimental to the operation of the Company's system or its ability to supply gas to customers receiving service under the provisions of Rates ~~RS, RSLI, RFT, RFTLI, GS-S, GS-L, FT-S, FT-L, Rate GS, Rate FT, Rate RFT, Rate DGS, and Rate SSSS~~. This tariff schedule shall not preclude the Company, with Commission approval, from entering into special arrangements ~~with Commission approval, which that~~ are designed to meet unique circumstances.

The service provided hereunder shall be interruptible transportation service from the Company's city gate receipt points to the outlet side of ~~c~~Customer's meter. The Company, to ~~e~~nsure its ability to reliably supply gas to customers receiving service under the provisions of Rates ~~RS, RSLI, RFT, RFTLI, GS-S, GS-L, FT-S, FT-L, Rate GS, Rate FT, Rate RFT, Rate DGS and Rate SSSS~~, shall have the right for operational, but not economic reasons, to designate the city gate receipt points where the customer is required to deliver its gas.

**NET MONTHLY BILL**

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

Administrative Charge \$~~595.86~~597.83

Commodity Charge:

~~Company will deliver the arranged-for gas, less shrinkage  
which is equal to the Company's system average unaccounted  
for percentage, at a rate of~~ \_\_\_\_\_ \$ .0696900 per

CCF

Effective June 4, 2008 through June 3, 2009 \$ 0.054880 per CCF  
Effective June 2009 and beyond \$ 0.052690 per CCF

Plus the throughput charge for the service level selected under Rate IMBS, Interruptible Monthly Balancing Service.

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2008 \_\_\_\_\_

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
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Plus, if applicable, the charge per month as set forth on:  
Sheet No. 88, Rider AU, Advanced Utility Rider.

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

Plus, if applicable, all delivered gas shall be subject to an adjustment per CCF ~~or per customer account~~ as set forth on:

Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider  
Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program Rider.  
Sheet No. 66, Rider GSR, GAS Surcredit Rider.  
Sheet No. 68, Rider STR, State Tax Rider  
Sheet No. 88, Rider AU, Advanced Utility Rider.

**NET MONTHLY BILL (Contd.)**

Plus, if applicable, balancing related charges pursuant to Rate IMBS if customer has elected to operate as its own pool for supply management purposes.

In addition, customer's net monthly bill, excluding gas costs and related taxes that are billed to the customer on suppliers' behalf, shall be adjusted by application of the percent specified on Sheet No. 64, Rider ETR, Ohio Excise Tax Liability Rider, except that finance charges are excluded in the computation of the net bill.

~~Effective July 1, 2001, all gas delivered is subject to the provisions of Sheet No. 68, Rider STR, State Tax Rider.~~

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

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

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

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### COMPETITIVE FLEXIBILITY

The Company may, on an individual customer basis, charge a rate lower than that specified in the "Net Monthly Bill" provision in order to meet competition from alternative fuels or other energy sources. The decision to charge a lower rate will be made by the Company based on its interpretation of competitive conditions.

### UNAUTHORIZED DELIVERIES

—In the event customer fails to interrupt transportation deliveries at Company's request, any excess deliveries through customer's meter will be considered unauthorized deliveries that are subject to the flow-through-of-pipeline penalty charges to the extent that they are incurred by the Company, and in addition thereto, shall be paid for as specified under the "Charges For Unauthorized Deliveries" provision of this UNAUTHORIZED DELIVERIES (Contd.)

rate schedule. The charges for such unauthorized deliveries shall be billed directly to the customer in lieu of its "pool operator," if applicable. However, Company shall not be precluded from physically discontinuing service to the customer if customer refuses to interrupt service when requested by Company.

### CHARGES FOR UNAUTHORIZED DELIVERIES

Any customer taking unauthorized deliveries shall be billed an amount reflective of the general service rate, Rate GS-S, Sheet No. 32, including the expected gas cost component of the gas cost recovery rate or Company's highest cost gas, and one (1) month's demand charges on the volume difference (this charge shall not be imposed more frequently than once in any ~~thirty~~30 day period), and/or the cost of operating the Company's propane peak shaving plant, and/or, if so required to effectuate compliance with the interruptible provisions of this schedule, the cost incurred by the Company to valve-off the service. In any event, customer shall reimburse the Company for any interstate pipeline penalty charges resulting from such unauthorized deliveries.

### ELECTION OF MONTHLY BALANCING OPTION

A "pool" can be a single Rate IT customer acting on its own behalf, or a group of Rate IT customers who join, or are joined, together for purposes of gas supply management under this tariff. A "pool operator" has a contractual responsibility to manage the aggregated gas supply requirements of all of the Rate IT customers that comprise its pool. All supply management responsibilities of individual customers are transferred to the pool operator once a customer becomes a part of a pool, as the aggregated balancing requirements of all pool members are treated under this tariff as though they were a single customer with its own supply management responsibilities.

Monthly throughput charges under Rate IMBS, shall be billed directly to the end-use customer. All other balancing charges, including "cash out" charges, penalties and other like charges billed under the provisions of Rate IMBS shall be billed directly to the pool operator, regardless of whether the pool operator is an individual customer acting as its own pool, or an aggregated customer pool operator. For purposes of calculating these charges, the usages of all customers within a pool will be combined into a single pool usage number, which will be matched against the pool operator's total deliveries to its IT pool.

### LATE PAYMENT CHARGE

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

#### TERMS AND CONDITIONS

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

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

#### TERMS AND CONDITIONS (Contd.)

respond to any emergency.

The pool operator agrees, upon request by Company, to produce, in a timely manner, proof of the purchase of the natural gas to be transported, any necessary regulatory approvals, and any and all transportation arrangements with all interstate pipelines, intrastate pipelines, or others involved in transporting the pool gas' supplies.

Company will not be liable for any costs and/or penalties charged by pipelines, or suppliers, because of pool operator's over- or under-deliveries into the pipeline, or pool customers' failure to take deliveries through customer's meters that, in the aggregate, match the amount of gas transported by the pool operator to the Company's city gate.

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

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

The Company will provide customer, and/or its designated pool operator, by electronic or other available means of communication, its best available operating data on gas deliveries to individual customers and for the combined pool on a daily basis. Daily operational information shall include information on daily gas flows provided by Automated Meter Reading (AMR), equipment, telemetry, or any other means the Company has available to provide the customer, or its designated pool operator with its best estimate of daily gas deliveries for individual customer's accounts and the pool's combined accounts.

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P.U.C.O. Gas No. 18  
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Cancels and Supersedes  
Sheet No. 51.1~~4~~<sup>3</sup>  
Page 5 of 5

In order to administer the provisions of this tariff and monitor customer's daily usage, the Company will install remote metering equipment on customer's meter site. Customer will be responsible for payment of the cost of such telemetric equipment, either through a lump sum payment, or at the Company's option, through a monthly facilities charge designed to reimburse the Company for the costs of such equipment. Customer will also be responsible for providing the Company with access to a telephone service at customer's metering site, or such other equipment or utilities ~~that~~which may be necessary, and shall also be responsible for the monthly charges for such telephone service or other necessary equipment or utilities.

TERMS AND CONDITIONS (Contd.)

The primary term of contract shall be a minimum of one (1) year. After completion of the primary term, such contract shall continue month to month unless cancelled by either party by giving thirty (30) days' written notice. In the event customer re-applies for service under this tariff within one (1) year of having this

TERMS AND CONDITIONS (Contd.)

contract terminated at customer's request, customer shall pay the minimum charges specified in the Net Monthly Bill provision for the number of months customer's service was inactive.

**SERVICE REGULATIONS**

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

Filed pursuant to Order dated ~~May 28, 2008~~ in Case No. ~~12-1685-GA-AIR07-589-GA-AIR~~ before the Public Utilities Commission of Ohio.

Issued: ~~May 29, 2008~~  
2008

Effective: ~~June 4,~~

Issued by ~~James P. Henning~~ Jansen, President

**RATE FT-S**

**FIRM TRANSPORTATION SERVICE - SMALL**

**AVAILABILITY**

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

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

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

**DEFINITIONS**

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

**CHANGES IN CUSTOMERS' SERVICE ELECTIONS**

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

Filed pursuant to an Order dated ~~November 18, 2009~~ \_\_\_\_\_ in Case No. ~~09-773-GA-UEX12-1685-GA-AIR~~ before the Public Utilities Commission of Ohio.

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~~December 1, 2009~~ \_\_\_\_\_

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Issued by ~~James P. Henning~~ Janson, President

### 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 \$4.00 switching fee. If the Company's firm transportation program terminates, 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.

After the Company installs additional information system capability on or before September 1, 2007, a customer participating in a governmental aggregation will not be subject to the switching fee, regardless of whether the customer returns to the Company's sales service from the governmental aggregation or the governmental aggregator chooses to switch its aggregation to a different Supplier.

### CHARACTER OF SERVICE

Service provided under this schedule shall be firm service.

### NET MONTHLY BILL

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

~~The following charges are effective June 4, 2008 through June 3, 2009:~~

~~Fixed Delivery Service Charge \$40.00~~

~~Plus the applicable charge per month as set forth on Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program and Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage Based Charge per CCF for each CCF of gas transported for customer from Company's city-gate measuring stations to the outlet side of Company's meter used to measure deliveries to customer: \$0.1455 per CCF~~

~~The following charges are effective with the June 2009 billing cycle on a bills rendered basis:~~

~~Fixed Delivery Service Charge \$45.00~~

~~Plus the applicable charge per month as set forth on Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program and Sheet No. 88, Rider AU, Advanced Utility Rider.~~

~~Plus a Usage Based Charge per CCF for each CCF of gas transported for customer from Company's city-gate measuring stations to the outlet side of Company's meter used to measure deliveries to customer: \$0.107552 per CCF~~

Filed pursuant to an Order dated November 18, 2009 \_\_\_\_\_ in Case No. 09-773-GA-UEX12-1685-GA-AIR before the Public Utilities Commission of Ohio.

Issued: November 23, 2009 \_\_\_\_\_  
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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
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**NET MONTHLY BILL (Cont'd)**

~~The following charges are effective with the December 2009 billing cycle on a bills rendered basis:~~

~~\_ Fixed Delivery Service Charge \$45.0091.64~~

~~Plus the applicable charge per month as set forth on Sheet  
No. 65, Rider AMRP, Accelerated Main Replacement Program, and  
Sheet No. 88, Rider AU, Advanced Utility Rider,~~

~~\_ Plus a Usage-Based Charge per CCF for each CCF of gas transported  
for customer from Company's city-gate measuring stations to the outlet  
side of Company's meter used to measure deliveries -to the customer: \$0.099452 per CCF~~

~~Plus the applicable charge per month as set forth on:  
Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program  
Sheet No. 88, Rider AU, Advanced Utility Rider~~

~~\_ Plus, all transported gas shall be subject to an adjustment per CCF as set forth on:  
Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider  
Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan.  
Sheet No. 66, Rider GSR, Gas Surcredit Rider  
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider  
Sheet No. 68, Rider STR, State Tax Rider.  
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.~~

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

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

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

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

**MINIMUM BILL**

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

**LATE PAYMENT CHARGE**

Filed pursuant to an Order dated ~~November 18, 2009~~ \_\_\_\_\_ in Case No. ~~09-773-GA-UEX12-1685-GA-AIR~~ before the Public Utilities Commission of Ohio.

Issued: ~~November 23, 2009~~ \_\_\_\_\_  
~~December 1, 2009~~ \_\_\_\_\_

Effective:

Issued by James P. Henningulie Janson, President

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

#### GENERAL TERMS AND CONDITIONS

1. Approved Supplier List

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

2. Applications and Service Date

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

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

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

3. Delivery Pressure and Gas Composition

Gas service under this tariff shall be at the pressure that is currently available at customer's premises. During severe weather periods, the Company must sometimes supplement its flowing gas supplies with propane-air gas produced at peaking plants located at various points on the Company's system. While the 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. A customer whose operations are affected by swings in the composition of the Company's gas is required to notify the Company of that fact so that the Company can give the customer advance notice when the propane plants are going to be in operation.

Filed pursuant to an Order dated ~~November 18, 2009~~ in Case No. ~~09-773-GA-UEX12-1685-GA-AIR~~ before the Public Utilities Commission of Ohio.

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~~December 1, 2009~~

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4. Service Term

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

5. Regulatory Approvals

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

**AUTOMATIC METER READING EQUIPMENT**

If the customer requests the Company to install remote meter reading equipment at customer's meter location in order to monitor the customer's usage on a daily basis, customer shall be responsible for the cost of such equipment either through a lump-sum payment or monthly facilities charges, at the Company's option, designed to reimburse the Company for the cost of such equipment.

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

**CURTAILMENT OF SERVICE**

Company may curtail service under this rate schedule in accordance with curtailment procedures on file with, and approved by, the Public Utilities Commission of Ohio. In the event customer fails to comply with the Company's direction to curtail, the Company reserves the right to physically

CURTAILMENT OF SERVICE (Cont'd)

\_\_\_\_\_ discontinue service to the customer. Company shall not be liable in damages or otherwise to customer for any loss of production, other claim, or any consequences occasioned by customer as a result of such curtailment or because of the lack of advance notice to customer of such curtailment.

**SERVICE REGULATIONS**

The supplying of, and billing for, service, and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio and to Company's Service Rules and

Filed pursuant to an Order dated ~~November 18, 2009~~ \_\_\_\_\_ in Case No. ~~09-773-GA-UEX12-1685-GA-AIR~~ before the Public Utilities Commission of Ohio.

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
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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.

Filed pursuant to an Order dated ~~November 18, 2009~~ \_\_\_\_\_ in Case No. ~~09-773-GA-UEX12-1685-GA-AIR~~ before the Public Utilities Commission of Ohio.

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Issued: ~~November 23, 2009~~ \_\_\_\_\_  
~~December 1, 2009~~ \_\_\_\_\_

Effective:

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## RATE SSIT

### SPARK SPREAD INTERRUPTIBLE TRANSPORTATION RATE

#### AVAILABILITY

~~Interruptible local delivery service for natural gas to be used in commercial gas fired electric generators and available to any customer who: (1) signs a contract with the Company for service under this Rate SSIT; (2) arranges for the delivery of gas into the Company's system for customer's sole use at one point of delivery where distribution mains are adjacent to the premise to be served; and (3) utilizes natural gas transported under this tariff as its primary fuel source in a combustion gas turbine unit(s) or combined cycle unit(s) for the purpose of generating electricity. Service under this tariff will be provided by displacement and on a best efforts basis. The Company reserves the right to decline requests to initiate or continue service hereunder whenever, in the Company's sole judgment, rendering service will be detrimental to the operation of the Company's system or impair its ability to supply gas to customers receiving service under the provisions of Rate RS, Rate GS, Rate RFT, Rate FT, Rate DGS, Rate IT, or other special contract arrangements. This tariff schedule shall not preclude the Company from entering into special arrangements with Commission approval, which are designed to meet unique circumstances.~~

~~The service provided hereunder will be interruptible local gas delivery service provided on a best efforts basis from the Company's city gate receipt points to the outlet side of Customer's meter. The Company, to insure its ability to reliably supply gas to customers receiving service under the provisions of Rate RS, Rate GS, Rate RFT, Rate FT, Rate DGS, and Rate IT, as well as under interruptible special contract arrangements, shall have the right for operational reasons to designate the city gate receipt points where the customer is required to deliver gas into the Company's system.~~

~~In order to receive service under this tariff, Customer must have in place throughout the term of this agreement a gas storage/balancing service agreement with an upstream supplier under which that supplier will balance customer's hourly and daily usage with deliveries into the Company's system. The Company will install at Customer's expense metering equipment that will allow it to monitor customer's hourly and daily usage~~

#### NET MONTHLY BILL

~~The Net Monthly Bill is determined as follows:~~

~~All gas delivered is billed in units of 1000 cubic feet (MCF).~~

~~Administrative Charge per month: \_\_\_\_\_ \$595.86~~

~~Facilities Charge per month:~~

~~Monthly amount required to amortize the incremental costs that the Company incurs in order to construct facilities to bring service to Customer, including the costs of such facilities as mains and service installations, metering and regulating equipment, and telemetric and flow control equipment.~~

Issued pursuant to an Order dated May 28, 2008 in Case No. 07-589-GA-AIR-12-1685-GA-AIR before the Public Utilities Commission of Ohio.

Issued: May 29, 2008

Effective: June 4, 2008

Issued by James P. Henningulie-Janson, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
Sheet No. 54.23  
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Page 2 of 4

**NET MONTHLY BILL (Contd.)**

~~Delivery Charge:~~

~~Company will deliver the arranged-for gas, less shrinkage,  
which is equal to the Company's system average unaccounted-for  
percentage, at a variable Spark Spread Rate determined as follows:~~

~~The transportation rate (\$ per MCF) shall be the greater of (Heat Rate / 1,000) x 0.0204 or  
(Spark Spread - 10.00) x (51.4 / Heat Rate)~~

~~Where:~~

~~Spark Spread = Electric Price - (Gas Price x Heat Rate / 1,000)~~

~~Heat Rate = Average heat rate at High Heating Value (HHV), subject to annual audit.~~

~~Electric Price = Weighted Average Index in \$/MWh for "Into Cinergy" as listed in Megawatt  
Daily.~~

~~Gas Price = Columbia Gas Appalachian midpoint in \$/MMBtu as listed in Gas Daily.~~

~~Example (Heat Rate = 1000):~~

<del>Electric Price \$/MWH</del>	<del>Gas Price \$/MMBTU</del>	<del>Spark Spread \$/MWH</del>	<del>Transportation Rate \$/MCF</del>
<del>\$ 25.00</del>	<del>\$4.000</del>	<del>\$ (7.00)</del>	<del>\$0.1632</del>
<del>\$ 50.00</del>	<del>\$4.000</del>	<del>\$ 18.00</del>	<del>\$0.1632</del>
<del>\$ 75.00</del>	<del>\$4.000</del>	<del>\$ 43.00</del>	<del>\$0.2120</del>
<del>\$100.00</del>	<del>\$4.000</del>	<del>\$ 68.00</del>	<del>\$0.3727</del>
<del>\$125.00</del>	<del>\$4.000</del>	<del>\$ 93.00</del>	<del>\$0.5333</del>
<del>\$150.00</del>	<del>\$4.000</del>	<del>\$118.00</del>	<del>\$0.6939</del>
<del>\$175.00</del>	<del>\$4.000</del>	<del>\$143.00</del>	<del>\$0.8545</del>
<del>\$200.00</del>	<del>\$4.000</del>	<del>\$168.00</del>	<del>\$1.0152</del>
<del>\$225.00</del>	<del>\$4.000</del>	<del>\$193.00</del>	<del>\$1.1758</del>

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

~~Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program.~~

~~Sheet No. 68, Rider STR, State Tax Rider.~~

~~Sheet No. 88, Rider AU, Advanced Utility.~~

~~EXCISE-TAX RIDER~~

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

**MINIMUM BILL PROVISION**

~~Customer will be subject to a monthly "minimum bill" equal to the Monthly Administrative Charge and  
Facilities Charge, as noted above, plus the percentage specified in Rider ETR, Sheet No. 64, Ohio Excise Tax  
Liability Rider.~~

Issued pursuant to an Order dated May 28, 2008 in Case No. 07-589-GA-AIR 12-1685-GA-AIR before the  
Public Utilities Commission of Ohio.

Issued: May 29, 2008

Effective: June 4, 2008

Issued by James P. Henningulie-Janson, President

~~UNAUTHORIZED DELIVERIES~~

~~— In the event customer fails to interrupt transportation deliveries at Company's request, any excess deliveries through customer's meter will be considered unauthorized deliveries that are subject to the flow through of pipeline penalty charges to the extent that they are incurred by the Company, and in addition thereto, shall be paid for as specified under the "Charges For Unauthorized Deliveries" provision of this rate schedule. The charges for such unauthorized deliveries shall be billed directly to the customer. However, Company may at its sole discretion physically discontinue service to the customer if customer refuses to interrupt service when requested by Company. Further, Company may temporarily or permanently discontinue service if customer fails to operate in accordance with the Company's directives and limitations regarding service under this tariff.~~

~~CHARGES FOR UNAUTHORIZED DELIVERIES~~

~~— Any customer taking unauthorized deliveries shall be billed an amount reflective of the general service rate, Rate GS, Sheet No. 32, including the expected gas cost component of the gas cost recovery rate or Company's highest cost gas, and one month's pipeline and supplier-related demand charges on the volume difference (this charge shall not be imposed more frequently than once in any 30-day period) and/or the cost of operating the Company's propane peak shaving plant, and/or, if so required to effectuate compliance with the interruptible provisions of this schedule, the cost incurred by the Company to valve-off the service. In any event, customer shall reimburse the Company for any interstate pipeline penalty charges resulting from such unauthorized deliveries.~~

~~BALANCING~~

~~— For purposes of this tariff a "pool" shall be defined as one or more customers taking service under Rate SSIT that are joined together for supply management purposes. A "pool operator" has a contractual responsibility to manage the aggregated gas supply requirements of all Rate SSIT customers that comprise its pool. All supply management responsibilities of individual customers are transferred to the pool operator once a customer becomes a part of a pool, as the aggregated balancing requirements of all pool members are treated under this tariff as though they were a single customer with its own supply management responsibilities. Because of the large hourly and daily usage likely to flow under this tariff, pool operator is required to contract with the pipelines designated by the Company for hourly and daily deliveries that correspond with their actual burn of gas delivered under this tariff.~~

~~LATE PAYMENT CHARGE~~

~~— Payment of the total amount due must be received in the Company's office by the due date shown on the bill. When not so paid, an additional amount equal to five percent (5%) of the unpaid balance is due and payable.~~

~~TERMS AND CONDITIONS~~

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

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

Issued pursuant to an Order dated May 28, 2008 in Case No. 07-589-GA-AIR 12-1685-GA-AIR before the Public Utilities Commission of Ohio.

Issued: May 29, 2008

Effective: June 4, 2008

Issued by James P. Henningulie-Janson, President

**TERMS AND CONDITIONS (Contd.)**

~~Pool operator agrees upon request by Company to produce, in a timely manner, proof of the purchase of the natural gas transported, any necessary regulatory approvals, and any and all transportation arrangements with all interstate pipelines, intrastate pipelines, or others involved in transporting the pool gas' supplies.~~

~~Company will not be liable for any costs and/or penalties charged by pipelines, or suppliers, because of pool operator's over or under deliveries into the pipeline, or pool customers' failure to take deliveries through customer's meters that in the aggregate match the amount of gas transported by the pool operator to the Company's city gate.~~

~~The Company will provide customer, and/or its designated pool operator by electronic or other available means of communication, its best available operating data on gas deliveries to individual customers and for the combined pool on an hourly and daily basis. Hourly/daily operational information shall include information on hourly/daily gas flows provided by Automatic Meter Reading (AMR), equipment, telemetry, or any other means the Company has available to provide the customer, or its designated pool operator with its best estimate of hourly/daily gas deliveries for individual customer's and the pool's combined accounts.~~

~~In order to administer the provisions of this tariff and monitor customer's hourly/daily usage, the Company will install remote metering equipment on customer's meter site. Customer will be responsible for payment of the cost of such telemetric equipment, either through a lump sum payment, or at the Company's option, through a monthly facilities charge designed to reimburse the Company for the costs of such equipment. Customer will also be responsible for providing the Company with access to a telephone service at customer's metering site, or such other equipment or utilities which may be necessary, and shall also be responsible for the monthly charges for such telephone service or other necessary equipment or utilities.~~

~~The primary term of contract shall be a minimum of ten (10) years. After completion of the primary term, such contract shall continue unless cancelled by either party upon thirty (30) days written notice.~~

**SERVICE REGULATIONS**

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

**THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN**

Issued pursuant to an Order dated May 28, 2008 in Case No. 07-589-GA-AIR 12-1685-GA-AIR before the Public Utilities Commission of Ohio.

Issued: May 29, 2008

Effective: June 4, 2008

Issued by James P. Henningulie-Janson, President

## RATE AS

### POOLING AGGREGATION SERVICE FOR INTERRUPTIBLE TRANSPORTATION

#### AVAILABILITY

Pooling service available to (1) customers receiving interruptible gas transportation service under Rate IT who are acting as their own pool operator for supply management purposes, and (2) pool operators designated by Rate IT customers to manage gas supplies on their behalf and as a part of an aggregated customer pool. For purposes of administering this tariff, the usages of all customers within a pool will be combined into a single pool usage number, which will be matched against the pool operator's total deliveries to its interruptible transportation pool.

#### CHARACTER OF SERVICE

Customers must elect whether they will operate as their own pool operator or choose a pool operator from a list of approved gas pool operators that have signed "Interruptible Transportation Pooling Agreements" with the Company. Such elections will be assumed to carryover from month to month unless the customer or pool operator notifies the Company to the contrary at least ten (10) days prior to the start of a new month. In such agreements, pool operators accept responsibility for meeting the aggregated daily and monthly gas delivery requirements of those interruptible transportation customers comprising their customer pool. Included among the aggregated gas supply and delivery obligations assumed by designated pool operators are requirements for responding to operational flow orders, daily, and/or monthly, balancing, monthly "cash outs", and payment of penalty charges exclusive of those arising from customers' failure to interrupt or curtail deliveries when ordered to do so by the Company.

Pool operators shall have access to Company-offered services including balancing services, and imbalance trading privileges in proportion to those services that would be available to the individual customers who comprise their customer pool. Pool operators shall also have access to the daily and monthly usage data for the individual customers that comprise their pool.

#### POOL OPERATOR REQUIREMENTS

Customers will not be permitted to join pools, nor shall pool operators be permitted to disband their pools, until all outstanding imbalances with the Company have been eliminated.

#### NET MONTHLY BILL

The Net Monthly Bill shall be rendered to the pool operator by the tenth (10<sup>th</sup>) day of the calendar month for services rendered during the preceding month, and shall consist of the following charges, or credits, calculated on an aggregated basis for the entire customer pool:

- (1) In those instances where gas supplies are purchased from, or sold to, the Company under the monthly "cash-out" provision of ~~Rate IDBS or Rate IMBS~~, Company shall bill pool operator for the cost of such "cash-outs" based on the aggregated imbalance of the pool and the "cash-out" pricing provision of these tariff schedules.

Filed pursuant to an Order dated March 29, 2006 in Case No. 12-1685-GA-AIR06-407-GE-ATA before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by James P. Henningullie-Janson, President

**NET MONTHLY BILL (Contd.)**

- (2) In those instances where the pool operator has failed to respond to operational flow orders ("OFOs"), pool operator will be billed unauthorized overrun/underrun charges, in addition to the flow-through of penalty charges from pipeline and gas suppliers, that can be attributed to pool operator's failure to respond.

**LATE PAYMENT CHARGES**

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

**TERMS AND CONDITIONS**

Pool operators must enter written service agreements with the Company. Such service agreements shall set forth specific covenants and obligations undertaken by the Company and pool operators under this Tariff on behalf of the customers that they serve.

**SERVICE REGULATIONS**

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

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Issued by James P. Henningulie Janson, President

## RATE IMBS

### INTERRUPTIBLE MONTHLY BALANCING SERVICE

#### AVAILABILITY

Interruptible transportation monthly gas balancing service available (1) to customers receiving service under Rate IT who are acting as their own pool for supply management purposes, and (2) to pool operators designated by customers to manage their gas supplies on their behalf, and as a part of an aggregated customer pool. For purposes of this tariff, a pool shall aggregate the requirements of all pool member customers and be treated as a single customer for supply management purposes.

#### CHARACTER OF SERVICE

The service provided under this tariff is a "best efforts," interruptible, monthly gas balancing service that requires only a general obligation to balance daily pool usage with pool deliveries into the Company's city gate stations and provides that no daily imbalance charges or penalties will be levied on the pool operators, except on those days when operational flow orders (OFO) have been issued. However, pool operators are under a continuing obligation to work with the Company in a good faith manner to respond to both formal and informal system management requests, and to strive to maintain relative daily balancing on the system throughout the course of the month (i.e., avoid zero and flat nominations, ~~flat nominations~~ and make weekend nominations.) For purposes of this tariff, an "Operational Flow Order" shall be defined as "a directive issued by the Company to a pool operator requiring such pool operator to deliver daily gas quantities into the Company's designated receipt points in quantities that match their pool's actual daily measured usage, or in quantities consistent with those requested by the Company, or at specified city gate receipt points as requested by the Company." OFO's shall be issued for operational reasons only, and not for economic considerations. In the event a pool operator violates this tariff or the aggregation agreement, the Company may assess such a violator for all direct incremental gas supply, capacity, or storage costs incurred due to the violation. In addition, if the violations are part of a pattern of non compliance or of a magnitude that merits additional action be taken, the Company may take steps to suspend or permanently remove a pool operator from participation upon notice. The Company shall have the right to limit or terminate the availability of this service to pool operators guilty of excessive abuse of the system; i.e., engaging in extreme and/or continued violations of the tariff terms and conditions including this general balancing requirement. For purposes of administering this tariff, the daily and monthly usages of all customers within a pool will be combined into single daily/monthly pool usage number, which will be matched against the pool operator's total daily/monthly deliveries to its interruptible transportation pool.

#### SERVICE DESCRIPTION

Interruptible transportation customers who avail themselves of the service under this rate schedule must select -monthly imbalance carry over tolerance levels from among the following options:

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**SERVICE DESCRIPTION (Contd.)**

	Allowed Monthly Under-Run %	Allowed Seasonal Monthly Over-Run		Charge on All Throughput
		May Through November %	December Through April %	
Option 1	0	5	7	\$0.015 per Mcf
Option 2	0	6	8	\$0.020 per Mcf
Option 3	0	8	10	\$0.025 per Mcf

Pool operators who select the balancing service contemplated under this Rate IMBS shall be held to a monthly balancing requirement within the monthly imbalance carry over tolerance level selected. Pool operators shall be subject to only a general obligation to balance pool requirements and deliveries on a daily basis unless an OFO has been issued.

On days when OFO's have been issued for operational purposes other than to simply affect receipt point changes, pool operators are required to operate on a "gas-in equals gas-out" basis. Any net imbalances on these OFO days may result in unauthorized overrun/underrun charges, or penalty charges being levied against the responsible pool operator. Such charges shall be calculated in accordance with the "Charges for Unauthorized Deliveries" provision of Rate IT, Interruptible Transportation Service. In order to minimize daily imbalance charges and penalties on OFO days, as well as end of month imbalance "cash outs," pool operators are encouraged to participate in the Company's inter-pool imbalance trading/transfer opportunities and related electronic bulletin board (EBB) services. Daily imbalance trades/transfer made through the Company's EBB must be completed within four (4) business days from the date that the trade or transfer applies. Monthly imbalance trades to comply with the monthly balancing requirements of Rate IMBS must be made within four (4) business days after the end of the month. The pool or pool operator receiving gas that has been traded or transferred will be billed a fee in accordance with Rate GTS for each transaction.

**NET MONTHLY BILL**

Net monthly imbalances will be calculated for billing purposes as the net of:

- a) actual deliveries,
- b) plus or minus imbalance trades,
- c) plus or minus unauthorized daily or monthly OFO overrun/underrun volumes,
- d) plus monthly imbalance carryover,
- e) minus actual metered usage on an aggregated pool basis, as adjusted for unaccounted for gas losses.

The Net Monthly Imbalance percentage will be determined by dividing the net monthly imbalance as measured at the burner tip by the burner tip equivalent total aggregated pool deliveries for the month.

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**NET MONTHLY BILL (Contd.)**

Pool operators receiving balancing services under this rate schedule shall be subject to the following charges:

- (1) Unauthorized overrun/underrun charges as described above and resulting from pool operator's failure to comply with daily operational flow orders except as provided above.
- (2) End of month "cash out" charges for volumes over/under delivered outside of pool operator's selected Option tolerance levels, as follows:
  - (a) Over-deliveries are defined as monthly deliveries into the Company's city gate stations, plus the prior month's carryover volumes, that exceed the pool's aggregated customer's metered usage for the month as adjusted for shrinkage back to the city gate, and as adjusted for the pool's elected monthly carry over tolerance percentage. Over-deliveries beyond the pool's elected monthly carry over tolerance percentage shall be cashed out to the pool operator at the first of the month index published in *Inside F.E.R.C. Gas Market Report*, "Prices of Spot Gas Delivered to Pipelines," Columbia Gulf Transmission Co., Mainline Index, first publication of the month following the delivery month, plus Columbia Gulf and Columbia Gas Transmission pipelines' commodity transportation costs, plus fuel, to the Company's city gate. (Note: For actual billing purposes a burner tip rate equivalent to that described above will be applied to the volumes delivered in excess of the elected monthly carry over tolerance percentage, as measured at the burner tip.)
  - (b) Under-deliveries are defined as monthly deliveries into the Company's city gate stations, plus the prior month's carryover volumes, that are less than the pool's aggregated customers' metered usage for the month, as adjusted for shrinkage back to the city gate). Under-deliveries shall be cashed out at the first of the month index published in *Inside F.E.R.C. Gas Market Report*, "Prices of Spot Gas Delivered to Pipelines," Columbia Gulf Transmission Co., Mainline Index, first publication of the month following the delivery month, plus Columbia Gulf and Columbia Gas Transmission pipelines' commodity transportation costs, plus fuel, to the Company's city gate. (Note: For actual billing purposes a burner tip rate equivalent to that described above will be applied to the under-delivery volumes, as measured at the burner tip.)

**SERVICE REGULATIONS**

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

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**RIDER X**

**MAIN EXTENSION POLICY**

**APPLICABILITY**

Applicable to gas service supplied in accordance with provisions of the appropriate rate currently in effect, from the nearest available distribution main when, in the opinion of the Company, it is necessary to extend such main.

**EXTENSION PLAN**

1. ~~Normal Extensions~~One-Hundred Feet or Less.  
An extension of one hundred (100) feet or less shall per service installation shall be made by the Company to an existing distribution main without charge ~~for~~ to a prospective customer or customers who shall each apply for and contract to use service for one (1) year or more.

2. ~~Other Extensions~~Excess of One Hundred Feet.  
(a) ~~Individual Customer~~Service Installation.  
—The Company, at its sole discretion, may perform a net present value (NPV) analysis based upon total construction costs for the entire length of the extension, and not just the costs of the extension in excess of 100 feet. The NPV analysis will take into account all volumetric base distribution revenues and fixed monthly charge revenues to be received from the customer. The NPV analysis will use 5.32% as the discount rate and, for residential customers, it will assume a term of no less than ten (10) years. If the NPV calculation is positive, the customer will not be charged for the construction costs. If the NPV calculation is negative, the customer must deposit with the Company an amount equal to the results of the NPV calculation prior to construction taking place. Any such deposit shall be eligible for a refund consistent with the terms and conditions of the main extension contract entered into between the Company and customer. Further, the customer must continue to receive gas service from the Company at the same service installation or premises in order to be eligible for a refund. Refunds shall not exceed the amount of the deposit and shall be limited to a period of ten (10) consecutive years following the effective date of the main extension contract.

For large commercial and industrial customers with process load, Duke Energy Ohio may require a minimum customer usage commitment for a defined period of time not to exceed six (6) years.

The Company may extend a main in excess of one hundred (100) feet without charge to an individual customer whose monthly volume shall be in excess of the minimum use as specified within the applicable tariff under which service will be provided and the Company has existing adequate peak demand capabilities, as required by the customer. In the event the Company's applicable tariff does not contain a minimum use volume, then the monthly minimum bill, exclusive of customer charges and the cost of purchased gas, shall be one and one-half percent (1.5%) of the cost of the main extension. The customer will be obligated to receive service for a minimum term which will allow the Company to recover the cost of the main extension. The customer shall be billed the minimum amount or volume for each month during the minimum term as specified in the agreement. In the event the customer terminates service prior to the expiration of the minimum term of service, the Company may charge the

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~~difference between the cost of the main extension and revenue received from the customer, exclusive of customer charges and the cost of purchased gas, as a termination charge.~~

(b) ~~Multiple Customer Extensions~~ Service Installations.

(i) Existing Subdivisions, New Non-Joint Trench Subdivisions, and Existing Non-Subdivision.

When an extension of the Company's main to serve an applicant amounts to more than one hundred (100) feet per service installation, the Company may require total cost of the footage in excess of 100 feet per customer to be deposited with the Company by the applicant based upon the estimated cost per foot for main extensions. Additionally, the Company, at its sole discretion, may perform a net present value (NPV) analysis based upon total construction costs for the entire length of the extension, and not just the costs of the extension in excess of 100 feet. The NPV analysis will take into account include all volumetric base distribution revenues and fixed monthly charge revenues to be received from the customers to be connected. The NPV analysis will use 5.32% as the discount rate and, for residential customers, it will assume a term of no less than ten (10) years. If the NPV calculation is positive, the applicant will not be charged for the construction costs. If the NPV calculation is negative, the applicant must deposit with the Company an amount equal to the results of the NPV calculation prior to construction taking place. Any such deposit shall be eligible for a refund consistent

EXTENSION PLAN (Contd.)

with the terms and conditions of the main extension contract entered into between the Company and applicant. Further, where the applicant is the customer, the customer must continue to receive gas service from the Company at the same service installation or premises in order to be eligible for a refund. Refunds shall not exceed the amount of the deposit and shall be limited to a period of ten (10) consecutive years following the effective date of the main extension contract.

(i) —

~~When an extension of the Company's main to serve an applicant, amounts to more than one hundred (100) feet per customer, the Company may require the total cost of the footage in excess of one hundred (100) feet per customer to be deposited with the Company by the applicant based on the estimated cost per foot for main extensions.~~

~~\_\_\_\_\_ The applicant will be reimbursed under the following plan:~~

~~\_\_\_\_\_ Each year for a period of up to but not exceeding ten (10) years, which begins on the effective date of the main extension contract, the Company shall refund to the customer, who paid for the excess footage, the cost of the one hundred (100) feet of the extension in place for each additional customer connected during the year whose service line is directly connected to the extension installed, but in no case shall the total amount refunded exceed the amount paid the Company. There shall be no refunds after the end of the said ten (10) year period.~~

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**EXTENSION PLAN (Contd.)**

(ii) New Joint Trench Subdivisions.

When an extension of the Company's approach and/or internal mains is necessary to serve a new subdivision, the Company will perform a net present value (NPV) analysis of the total construction costs and the revenue to be received from each customer to be connected to the new mains. For purposes of the NPV calculation, the Company will assume that a complete build-out of the subdivision will occur in five (5) years. If the NPV calculation is positive, no deposit will be required for the new subdivision and the NPV results will be credited toward the calculation of the deposit requirement for any approach main that may be required. If the NPV calculation is negative, the amount of the NPV results must be deposited with the Company prior to the construction of the mains to serve the new subdivision. Any deposit made when the NPV calculation is negative is eligible for a refund due to subsequent connections or extensions consistent with the terms and conditions of the main extension contract entered into between the Company and applicant. Refunds shall not exceed the amount of the deposit and shall be limited to a period of ten (10) consecutive years following the effective date of the main extension contract, under the following plan:

~~Each year for a period of up to but not exceeding ten (10) years, which begins on the effective date of the main extension contract, the Company shall refund to the customer who paid for the excess footage an amount reflecting the positive impact of subsequent connections or extensions to the main extension. The Company will determine the positive impact of a subsequent connection or extension by analyzing the estimated cost and corresponding revenues resulting from the subsequent connection or extension. This amount will be paid when the first customer is connected to the subsequent connection or extension.~~

3. Nothing contained herein shall be construed to prohibit the Company from making extensions under different arrangements provided such arrangements have been approved by the Public Utilities Commission of Ohio.
4. Nothing contained herein shall be construed as to prohibit the Company from making, at its expense, greater extensions than herein prescribed, should its judgment so dictate, provided like free extensions are made to other customers under similar conditions.

**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  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
Sheet No. 62.34  
Cancels and Supersedes  
Sheet No. 62.23  
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Issued by James P. Henning Janson, President

**RIDER AMRP**

**ACCELERATED MAIN REPLACEMENT PROGRAM RIDER**

**APPLICABILITY**

Applicable to all customers receiving service under the Company's sales and transportation rate schedules.

**ACCELERATED MAIN REPLACEMENT PROGRAM FACTORS**

All customers receiving service under Rate RS, Rate RS - Low Income, Rate RFT, Rate RFT - Low Income, Rate GS - Small, Rate GS - Large, Rate FT and Rate DGS shall be assessed a monthly charge in addition to the Customer Charge component of their applicable rate schedule that will enable the Company to complete the bare steel/cast iron main replacement program, and the riser replacement program, and, where applicable, meter relocation. Customers receiving service under Rate IT and Rate ~~SSIT~~ ~~GGIT~~ will be assessed a throughput charge in addition to their commodity delivery charge for that purpose.

Rider AMRP will be updated annually, in order to reflect the impact on the Company's revenue requirements of net plant additions as offset by operations and maintenance expense reductions during the most recent twelve months ended December. Such adjustments to the Rider will become effective with the first billing cycle of May. ~~The allocation of the AMRP revenue requirement will be in accordance with Paragraph 9 of the Stipulation and Recommendation approved by the Commission in Case No. 07-589-GA-AIR (55% to RS, RSLI, RFT and RFTLI, 37% to GS-S, GS-L, FT-S, FT-L and DGS, and 8% to IT and SSIT). The allocation of the riser replacement revenue requirement will also be in accordance with Paragraph 9 of the Stipulation and Recommendation approved by the Commission in Case No. 07-589-GA-AIR (92% to RS, RSLI, RFT and RFTLI, 8% to GS-S, GS-L, FT-S, FT-L and DGS).~~

The charges for the respective gas service schedules are:

Rate RS and RSLI, Residential Service	\$ <u>05.7200</u> per /month
Rate RFT and RFTLI, Residential Firm Transportation Service	\$ <u>05.7200</u> per/ month
Rate GS-S and GS-L, General Service	\$ <u>4400.5400/</u> per month
Rate DGS, Distributed Generation Service	\$ <u>44-00.5400</u> per /month
Rate FT-S and FT-L, Firm Transportation Service	\$ <u>4400.5400</u> /per month
Rate IT, Interruptible Transportation Service	\$ <u>0.01700</u> per /CCF
Rate <del>SSIT</del> <del>GGIT</del> , <del>Spark Spread Interruptible Gas Generation</del>	\$ <u>0.01700</u> per /CCF
<del>Transportation</del> <u>Interruptible Transportation Rate</u>	

These monthly charges shall remain in effect until changed by order of the Public Utilities Commission of Ohio.

Filed pursuant to an Order dated \_\_\_\_\_ in Case Nos. No. 12-1685-GA-AIR ~~11-5809-GA-RDR~~ and ~~11-5810-GA-ATA~~ before the Public Utilities Commission of Ohio.

Issued: \_\_\_\_\_

Effective: May 1, 2012

Issued by James P. Henningulie-Janson, President

**RIDER STR**  
**STATE TAX RIDER**

**APPLICABILITY**

Applicable to all sales and transportation services provided by the Company on behalf of customers served under any of its prevailing rate schedules or lawful and valid contracts unless the customer qualifies as a "flex" customer.

**EFFECTIVE RATE**

This rider shall be applied to all units of 100 cubic feet (CCF) as follows for all customers except "flex" customers as defined below, which is consistent with Section 5272.80(N) of the Revised Code:

First 1,000 CCF	\$0.01593 per CCF
Next 19,000 CCF	\$0.00877 per CCF
Additional CCF	\$0.00411 per CCF

All bills rendered to a flex customer shall be adjusted to provide for recovery of this tax at a rate of \$0.00200 per CCF on all volumes delivered. In addition, a corresponding reduction will be made of the flex customer's base rate.

**FLEX CUSTOMER**

A "flex" customer is an industrial or commercial facility that has consumed more than one billion cubic feet (ten million CCF) of gas per year at a single location during any of the previous five (5) years, or an industrial or commercial end user of natural gas that purchases natural gas distribution services from a natural gas distribution company at discounted rates or charges established in any of the following:

1. a special arrangement subject to review and regulation by the Public Utilities Commission of Ohio under Section 4905.31 of the Revised Code;
2. a special arrangement with a natural gas distribution company pursuant to a municipal ordinance;
3. a variable rate schedule that permits rates to vary between defined amounts, provided that the schedule is on file with the Public Utilities Commission of Ohio.

A customer ~~who that~~ meets this definition on January 1, 2000, or thereafter is a "flex" customer for the purposes of determining the rate of taxation under Division (D) of Section 5272.811 of the Revised Code.

**SERVICE REGULATIONS**

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

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139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
Sheet No. 75.54  
Cancels and Supersedes  
Sheet No. 75.43  
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**RIDER FBS**  
**FIRM BALANCING SERVICE**

**APPLICABILITY**

Applicable to pools served by gas suppliers/aggregators ~~that~~ who secure their own total upstream pipeline capacity necessary to meet the aggregated peak day requirements as more fully described under the Assignment of Capacity provision contained in Rate FRAS, Full Requirements Aggregation Service, Sheet No. 44, and ~~that~~ who elect to receive service for such pools under Rider FBS rather than Rider EFBS (Enhanced Firm Balancing Service).

**BALANCING SERVICE CHARGE**

The FBS charge, which will be applied to all monthly consumption of the supplier's aggregate FT and RFT services not included in a pool receiving service under Rider EFBS, is \$0.173 per Mcf.

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Issued:

Effective:

Issued by ~~James P. Henning~~ James P. Henning Janson, President

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**CHARGE FOR RECONNECTION OF SERVICE**

**CHARGE FOR RECONNECTION OF SERVICE**

The Company may charge and collect in advance a reconnection charge of seventeen dollars (\$17.00) in the following situations:

- A. For gas service which has been disconnected due to enforcement of the provisions specified on Sheet No. 20, Paragraph 3(g) or 3(h) of the Company's Gas Service Regulations;

In the event Sheet No. 20, Paragraph 3(d) of the Company's Gas Service Regulations is violated to the extent the customer is responsible for the unsafe or dangerous condition.

- B. For gas service which has been disconnected within the preceding twelve (12) months at the request of the customer pursuant to Sheet No. 20, Paragraph 3(a).
- C. For gas service which has been disconnected for nonpayment of bills when due or when service is disconnected because of unauthorized or fraudulent use, tampering with Company equipment, or denial of access to the premises as set out in Section II Paragraph 9, Access to Premises, of these Gas Service Regulations.

And, if both the gas service and the electric service have been disconnected, the reconnection charge shall be the sum of the electric charge set forth in the applicable electric tariff plus the applicable charge for gas service, as set forth above, except that such charge shall not exceed thirty-eight (\$38.00).

And ~~also~~, if service is discontinued because of unauthorized or fraudulent use thereof, the Company may charge and collect, in addition to the applicable charges as stated above, the total expense incurred by the Company by reason of such unauthorized or fraudulent use, plus an estimated bill for gas used, prior to the reconnection of service.

**CHARGE FOR FIELD COLLECTION**

The Company may charge and collect the sum of fifteen dollars (\$15.00) if payment is made to a Company employee, whose authorized purpose was to disconnect service but is authorized to accept such payment, or to an employee dispatched by the Company to the premises to accept payment. The charge may be assessed on each visit, and shall be payable at the time of such visit. The charge may be assessed no more often than once per month.

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Issued by James P. Henningulie-Janson, President

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**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto, are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to 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 Julie Janson, President~~

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 10  
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Sheet No. 88.54  
Page 1 of 1

**RIDER AU**  
**ADVANCED UTILITY RIDER**

**APPLICABILITY**

Applicable to all customers receiving service under the Company's sales and transportation rate schedules.

The charges for the respective gas service schedules are:

Rate RS and RSLI, Residential Service	\$ <del>2.500.00</del> /month
Rate RFT and RFTLI, Residential Firm Transportation Service	\$ <del>2.500.00</del> /month
Rate GS-S and GS-L, General Service	\$ <del>2.500.00</del> /month
Rate DGS, Distributed Generation Service	\$ <del>2.500.00</del> /month
Rate FT-S and FT-L, Firm Transportation Service	\$ <del>2.500.00</del> /month
Rate IT, Interruptible Transportation Service	\$ <del>2.500.00</del> /month
Rate SSIT, Spark Spread Interruptible Transportation Rate	\$ <del>2.500.00</del> /month

The credit to be given to Duke's gas only customers for the respective gas service schedules are:

Rate RS and RSLI, Residential Service	(\$ <del>1.370.00</del> /month)
Rate RFT and RFTLI, Residential Firm Transportation Service	(\$ <del>1.370.00</del> /month)
Rate GS-S and GS-L, General Service	(\$ <del>1.370.00</del> /month)
Rate DGS, Distributed Generation Service	(\$ <del>1.370.00</del> /month)
Rate FT-S and FT-L, Firm Transportation Service	(\$ <del>1.370.00</del> /month)
Rate IT, Interruptible Transportation Service	(\$ <del>1.370.00</del> /month)
Rate SSIT, Spark Spread Interruptible Transportation Rate	(\$ <del>1.370.00</del> /month)

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Issued by James P. Henning, President

Effective: ~~April 2, 2013~~