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November 12, 2021

Ms. Tanowa M. Troupe
PUCO Docketing Division
180 East Broad Street, 11th Floor
Columbus, Ohio 43215-3716

Re: *In the Matter of the Application of Duke Energy Ohio, Inc., for a Waiver of Specific Sections of the Ohio Administrative Code*
Case No. 21-1014-GE-WVR

Dear Ms. Troupe:

As discussed in the Application for waivers of Duke Energy Ohio, Inc. (Duke Energy Ohio or the Company) in this case, the Company is a combination utility serving both gas and electric customers and is subject simultaneously to the rules promulgated by the Public Utilities Commission of Ohio (Commission) and the Department of Development (Development) regarding the gas and electric Percentage of Income Payment Programs (PIPP) respectively.

While the Application describes the waivers sought by the Company, this additional letter is submitted to clarify, as detailed below, which of the applicable rules the Company will be following and in what manner.

I. RULE 4901:1-18-12(D)(2), ANNIVERSARY DATE

Commission Rule 4901:1-18-12(D)(2) and Development Rule 122:5-3-02(H)(1)(c) rules no longer align. Duke Energy Ohio will follow the gas rule for both gas and electric customers as there were no additional IT changes needed. Customers will be required to be current on their PIPP Plus payments from the subsequent twelve months, or they will be removed from the program one billing cycle after their anniversary date. Duke Energy Ohio will continue to print the Anniversary Date on the customer's monthly utility bill, as stated in the Rule 122:5-3-02(H)(1)(c)(i) (printing the date does not conflict with the revised Rule 4901:1-18-12(D)(2)).

II. RULE 4901:1-18-12(D)(1), PIPP PLUS INCOME REVERIFICATION

Although both the Commission and Development require all PIPP Plus customers to provide proof of eligibility at least every 12 months. Duke Energy Ohio will continue to comply with Rule 122:5-3-03(C)(1), where if a PIPP Plus customer fails to submit information sufficient to verify continuing eligibility within sixty days after the customer's annual reverification date, Duke Energy Ohio will remove the customer from PIPP Plus once the office of community assistance sends a remove request by electronic data transfer.

III. RULE 4901:1-18-12(E), PIPP PLUS LITERATURE

Duke Energy Ohio will continue to comply with the Rule 122:5-3-03(B)(4), where the office of community assistance or local agency, shall notify the customer in writing. Duke Energy Ohio will continue to provide information on our monthly bill, including monthly installment, current arrearages, eligible on-time incentive credits, reverification date, and anniversary date.

IV. RULE 4901:1-13-11 (G), PIPP PLUS OVERPAYMENTS

Duke Energy Ohio will continue to comply with Rule 122:5-3-02(C), where if an active PIPP Plus or Graduate PIPP Plus customers makes an overpayment on their monthly installment, the overpayment will apply to their next month(s) monthly PIPP Plus or Graduate PIPP Installment and not their PIPP Plus arrears balance.

V. PUCO - 4901:1-18-17(C), REMOVAL FROM PIPP PLUS FOR FRAUDULENT ACT

Duke Energy Ohio will continue to follow Rule 122:5-3-02(I) and to apply this rule once email notification is sent to the utility by Development with the date of non-compliance and fraudulent enrollment.

VI. RULE 4901:1-18-13(A)(1), PERCENTAGE OF INCOME CHANGE

As of November 1, the installment amount for active PIPP Plus customers with electric non-heating, gas or combination utility changed from 6% to 5% per service, based on the current income information the Company has on file. Once their account bills, the customer will be billed a new installment amount based on the percentage change. Any previous billed installments will remain the same and will not be adjusted at the time of implementation. The Company has created a one-time bill message notifying active PIPP Plus customers of the change in their installment amount. There will be no change in their PIPP Plus reverification date or anniversary date. For active electric-only PIPP Plus customers with electric heat, at implementation, their PIPP Plus installment for electric will remain at 10%, per Rule 122:5-3-04(A)(1).

For inactive PIPP Plus customers who are eligible to re-enroll/reinstate on PIPP Plus, their amount owed for all unbilled PIPP Plus installments has been updated to the recalculated 5% installment. Any previously billed past due installments have remained the same and have not been adjusted.

VII. RULE 4901:1-18-12 (D)(3), REINSTATE WITH INSTALLMENTS

As of November 1, pursuant to the waiver requested in the Application in this case, if a customer was involuntarily removed from PIPP Plus prior to implementation and is eligible to re-

enroll/reinstate on PIPP Plus after implementation, their amount owed to return to the program reflects PIPP Plus installments instead of bill charges.

VIII. RULE 4901:1-18-16, GRADUATE PIPP

Duke Energy Ohio will implement the changes to the Graduate PIPP Plus program as follows:

Upon receiving a Graduate PIPP Plus enrollment record (from Development), the customer will be removed from PIPP Plus and enrolled in Graduate PIPP. Based on if the customer is current on his/her installments, they will follow either option a or b below.

a) If the customer is current on their PIPP Plus installments, the customers next bill (bill 1), will reflect one Graduate PIPP Plus installment due. The customer will then be billed a Graduate PIPP installment for a total of 14 months, and receive an arrears credit of 1/12th the total arrears balance at the time of enrollment and is eligible to receive a delta credit along with an arrears credit for each on-time and in full payment, not to exceed the full arrears balance or create a credit balance.

b) If the customer is NOT current on their PIPP Plus installments, the customers next bill (bill 1), will reflect the past due PIPP Plus installment owed (in order to remain enrolled), and the current Graduate PIPP Plus installment. The first bill will also include a bill message informing the customer that they must pay the past due PIPP Plus installment amounts in order to remain on Graduate PIPP Plus. If the customer fails to pay their past due PIPP Plus installment amount, the next bill (bill 2), will again reflect the past due PIPP Plus installment amount owed (in order to remain enrolled), the past due Graduate PIPP Plus installment, and the current Graduate PIPP Plus installment. The second bill will also include a similar bill message from the previous bill (bill 1) about how to remain enrolled in Graduate PIPP Plus.

If the customer pays their PIPP Plus default amount at any point between bill 1 and prior to bill 3 being generated, the customer will remain on Graduate PIPP Plus, and the following bill (bill 3) will reflect the customer owing a current Graduate PIPP Plus installment and any remaining past due Graduate PIPP Plus installment. The customer will then be billed a Graduate PIPP installment for a total of 14 months (includes grace billing periods), and is eligible to receive an arrears credit of 1/12th the total arrears balance at the time of original enrollment and is eligible to receive a delta credit along with an arrears credit for each on-time and in full payment, not to exceed the full arrears balance or create a credit balance.

If the customer fails to pay their PIPP Plus default amount, by the time the next bill is generated (bill 3), the customer will be removed from Graduate PIPP Plus. The following bill (bill 3), will reflect the customers remaining PIPP Plus arrears balance, and current consumption charges owed, along with a bill message stating the customer has been removed from Graduate PIPP Plus. The customer may rejoin the Graduate PIPP Plus program (within 14 months of being removed from PIPP Plus), if the PIPP Plus and Graduate PIPP Plus missed



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payments are cured. Once re-enrolled the customer would be eligible for the remaining time of the program to receive incentive credits for any on-time and in full Graduate PIPP Plus installments paid going forward, until the end of the 14 month program.

Should you have any questions or comments regarding this matter, please do not hesitate to contact me.

Sincerely,

/s/ Larisa M. Vaysman

Larisa M. Vaysman
Senior Counsel

cc: All Parties of Record