

FILE

**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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**PRE-FILING NOTICE  
OF DUKE ENERGY OHIO, INC.**

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June 7, 2012

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**JULIE S. JANSON**  
President

**Duke Energy Ohio, Inc.**  
**Duke Energy Kentucky, Inc.**  
139 E. Fourth Street / 1409-M  
Cincinnati, Ohio 45202

June 7, 2012

Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215-3793

Attention:

Ms. Barcy McNeal  
Secretary to the Commission

Ms. Jodi Bair  
Director, Utilities Department

Mr. John Williams  
Director, Service Monitoring and Enforcement Department

Ms. Kim Wissman  
Director, Energy and Environment Department

Re:

In the Matter of the Application of	)	
Duke Energy Ohio, Inc., for an	)	Case No. 12-1685-GA-AIR
Increase in Gas Rates.	)	

In the Matter of the Application of	)	
Duke Energy Ohio, Inc., for Tariff	)	Case No. 12-1686-GA-ATA
Approval.	)	

In the Matter of the Application of	)	
Duke Energy Ohio, Inc., for Approval	)	Case No. 12-1687-GA-ALT
of an Alternative Rate Plan for Gas	)	
Distribution Service.	)	

In the Matter of the Application of	)	
Duke Energy Ohio, Inc., for Approval	)	Case No. 12-1688-GA-AAM
to Change Accounting Methods.	)	

To The Honorable Public Utilities Commission of Ohio:

Pursuant to R.C. 4909.43(B), O.A.C. 4901:1-19-05(A), and Chapter 1, General Instructions (B) of the Standard Filing Requirements, O.A.C. 4901-7-01, notice is hereby given that Duke Energy Ohio, Inc., (Duke Energy Ohio or Company) intends to file with the Public Utilities Commission of Ohio (Commission), an application for approval of an increase in its gas rates, a related application for tariff approval, an application for an alternative rate plan for its gas distribution service, and a related application to change accounting methods.

Enclosed are the following items required pursuant to Chapter I, General Instructions (B) of the Standard Filing Requirements, O.A.C. 4901-7-01:

Tab 1

B(1)(a) PFN Exhibit 1	Statement of Notice of Intent to File / Service Area Included / Proposed Test Year / Proposed Date Certain
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Tab 2

B(1)(b) PFN Exhibit 2	Municipalities to be included in the Application Names and addresses of mayors and clerks Names and addresses of legislative authorities
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Tab 3

B(1)(c) PFN Exhibit 3	Proposed tariff schedules
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Tab 4

B(1)(d) PFN Exhibit 4	Schedule E-5 Typical Bill Comparison
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The following items required by O.A.C. 4901:1-19-05 are also enclosed:

Tab 5

Proposed rates/Explanation of methodology for changes in rates during the term of the plan with illustration of effect on rates.

Tab 6

Brief summary of Duke Energy Ohio's proposed alternative rate plan for its gas distribution service.

Tab 7

Copies of waiver requests filed with the Commission.

Tab 8

Copy of letter sent to mayors and legislative authorities of municipalities listed in PFN Exhibit 2.

Tab 9

List of intervenors and interested parties in Duke Energy Ohio's last gas rate case.

For the Commission's information, a copy of the letter to mayors and legislative authorities is attached at Tab 8. Such notice letter was sent to each mayor, clerk, and legislative authority listed in PFN Exhibit 2, the Office of Consumers' Counsel, each party in Duke Energy Ohio's last gas rate case, and any other parties who have requested to receive notice. A complete listing of all such parties (except those already listed in PFN Exhibit 2) is attached at Tab 9.

Please date-stamp the four extra copies of this Notice, and return those copies in the postage-paid envelope provided for that purpose.

Thank you.

Very truly yours,



Julie S. Janson

enclosure

**DUKE ENERGY OHIO, INC.**

**NOTICE OF INTENT TO FILE**

This document constitutes Duke Energy Ohio's Notice of Intent to file for an increase in gas rates, an application for tariff approval, an application for an alternative rate plan for its gas distribution service, and an application to change accounting methods.

**SERVICE AREA INCLUDED**

The entire gas service area of Duke Energy Ohio will be included in the application for an increase in gas rates, the application for tariff approval, the application for an alternative rate plan for its gas distribution service, and the related application to change accounting methods.

**TEST YEAR AND DATE CERTAIN**

Test Year – Twelve Months ending December 31, 2012

Date Certain – March 31, 2012

I. List of municipalities served gas by Duke Energy Ohio within the jurisdiction of the Public Utilities Commission of Ohio:

Village of Aberdeen  
Village of Addyston  
Village of Amberley Village  
Village of Amelia  
Village of Arlington Heights  
Village of Batavia  
Village of Bethel  
Village of Blanchester  
City of Blue Ash  
City of Carlisle  
City of Cheviot  
City of Cincinnati  
Village of Cleves  
City of Deer Park  
Village of Elmwood Place  
Village of Evendale  
Village of Fairfax  
City of Fairfield  
City of Forest Park  
City of Franklin  
Village of Georgetown  
Village of Glendale  
Village of Golf Manor  
Village of Greenhills  
Village of Hamersville  
City of Harrison  
Village of Indian Hill  
City of Lebanon  
Village of Lincoln Heights  
City of Lockland  
City of Loveland  
City of Madeira  
Village of Manchester  
Village of Mariemont  
City of Mason  
City of Middletown  
City of Milford  
Village of Millville  
City of Monroe

City of Montgomery  
Village of Morrow  
City of Mt. Healthy  
Village of Mt. Orab  
Village of New Miami  
Village of New Richmond  
Village of Newtown  
Village of North Bend  
City of North College Hill  
City of Norwood  
City of Reading  
Village of Ripley  
City of St. Bernard  
Village of Seven Mile  
City of Sharonville  
City of Silverton  
Village of South Lebanon  
City of Springboro  
City of Springdale  
Village of Terrace Park  
City of Trenton  
Village of West Union  
Village of Williamsburg  
Village of Woodlawn  
City of Wyoming

- II. Applicable Mayor and Clerk of each municipality served by Duke Energy Ohio within the jurisdiction of the Public Utilities Commission of Ohio notified of the proposed gas rate increase, application for tariff approval, application for an alternative rate plan for gas distribution service, and related application to change accounting methods.

**MAYOR**

The Honorable Harry Foxworthy  
Village of Aberdeen  
99 Main Cross Street  
Aberdeen, Ohio 45101

The Honorable Daniel L. Pillow  
Village of Addyston  
235 Main Street  
Addyston, Ohio 45001

The Honorable J. K. Byar  
Village of Amberley Village  
7149 Ridge Road  
Cincinnati, Ohio 45237

The Honorable Todd Hart  
Village of Amelia  
44 W. Main Street  
Amelia, Ohio 45102

The Honorable Steve Surber  
Village of Arlington Heights  
601 Elliott  
Cincinnati, Ohio 45215

The Honorable Alan Ausman  
Village of Batavia  
389 Main Street  
Batavia, Ohio 45103

The Honorable James Dick  
Village of Bethel  
120 N. Main Street  
Bethel, Ohio 45106

**CLERK**

Rhonda Bothman, Fiscal Officer  
Village of Aberdeen  
99 Main Cross Street  
Aberdeen, Ohio 45101

Margaret Dozier, Clerk of Council  
Village of Addyston  
235 Main Street  
Addyston, Ohio 45001

Nicole Browder, Clerk of Council  
Village of Amberley Village  
7149 Ridge Road  
Cincinnati, Ohio 45237

Linda Sheeley, Clerk of Council  
Village of Amelia  
44 W. Main Street  
Amelia, Ohio 45102

Steve Surber, Clerk of Council  
Village of Arlington Heights  
601 Elliott  
Cincinnati, Ohio 45215

Ann Lock, Fiscal Officer  
Village of Batavia  
389 Main Street  
Batavia, Ohio 45103

Kelly Terry, Fiscal Officer  
Village of Bethel  
120 N. Main Street  
Bethel, Ohio 45106



**MAYOR**

The Honorable Chad Hollon  
Village of Blanchester  
318 E. Main Street  
Blanchester, Ohio 45107

The Honorable Mark Weber  
City of Blue Ash  
4343 Cooper Road  
Blue Ash, Ohio 45242

The Honorable Randy Winkler  
City of Carlisle  
760 W. Central Avenue  
Carlisle, Ohio 45005

The Honorable Samuel D. Keller  
City of Cheviot  
3814 Harrison Avenue  
Cheviot, Ohio 45211

The Honorable Mark Mallory  
City of Cincinnati  
City Hall – 801 Plum Street  
Cincinnati, Ohio 45202

The Honorable Shawn Sutton  
Village of Cleves  
101 N. Miami  
Cleves, Ohio 45002

The Honorable David Collins  
City of Deer Park  
7777 Blue Ash Road  
Deer Park, Ohio 45236

The Honorable Stephanie Morgan  
Village of Elmwood Place  
6118 Vine Street  
Cincinnati, Ohio 45216

**CLERK**

Sherry Cope, Fiscal Officer  
Village of Blanchester  
318 E. Main Street  
Blanchester, Ohio 45107

Jamie Eifert, Clerk of Council  
City of Blue Ash  
4343 Cooper Road  
Blue Ash, Ohio 45242

Flo Estes, Clerk of Council  
City of Carlisle  
760 W. Central Avenue  
Carlisle, Ohio 45005

Rachel McKinney, Clerk of Council  
City of Cheviot  
3814 Harrison Avenue  
Cheviot, Ohio 45211

Melissa Autry, Clerk of Council  
City of Cincinnati  
City Hall – 801 Plum Street  
Cincinnati, Ohio 45202

Linda Bolton, Clerk of Council  
Village of Cleves  
101 N. Miami  
Cleves, Ohio 45002

Laura Hughes, Clerk of Council  
City of Deer Park  
7777 Blue Ash Road  
Deer Park, Ohio 45236

Nancy Riley, Clerk/Treasurer  
Village of Elmwood Place  
6118 Vine Street  
Cincinnati, Ohio 45216

**MAYOR**

The Honorable Don J. Apking  
Village of Evendale  
10500 Reading Road  
Cincinnati, Ohio 45241

The Honorable Theodore Shannon, Jr.  
Village of Fairfax  
5903 Hawthorne  
Cincinnati, Ohio 45227

The Honorable Ron D'Epifanio  
City of Fairfield  
5350 Pleasant Avenue  
Fairfield, Ohio 45014

The Honorable Charles Johnson  
City of Forest Park  
1201 W. Kemper Road  
Forest Park, Ohio 45240

The Honorable Dennis Centers  
City of Franklin  
1 Benjamin Franklin Way  
Franklin, Ohio 45005

The Honorable Dale E. Cahall  
Village of Georgetown  
301 S. Main Street  
Georgetown, Ohio 45121

The Honorable Ralph Hoob  
Village of Glendale  
30 Village Square  
Cincinnati, Ohio 45246

The Honorable Alan Zaffiro  
Village of Golf Manor  
6450 Wiehe Road  
Golf Manor, Ohio 45237

**CLERK**

Barb Rohs, Clerk of Council  
Village of Evendale  
10500 Reading Road  
Cincinnati, Ohio 45241

Walter Raines, Clerk/Treasurer  
Village of Fairfax  
5903 Hawthorne  
Cincinnati, Ohio 45227

Angie Jolivet, Clerk of Council  
City of Fairfield  
5350 Pleasant Avenue  
Fairfield, Ohio 45014

Sally Huffman, Clerk of Council  
City of Forest Park  
1201 W. Kemper Road  
Forest Park, Ohio 45240

Dorothy Jane McGee, Clerk of Council  
City of Franklin  
1 Benjamin Franklin Way  
Franklin, Ohio 45005

Ginny Colwell, Clerk of Council  
Village of Georgetown  
301 S. Main Street  
Georgetown, Ohio 45121

W. Charles Ehlers, Clerk of Council  
Village of Glendale  
30 Village Square  
Cincinnati, Ohio 45246

Gregory Doering, Clerk of Council  
Village of Golf Manor  
6450 Wiehe Road  
Golf Manor, Ohio 45237

**MAYOR**

The Honorable Fred Murrell  
Village of Greenhills  
11000 Winton Road  
Cincinnati, Ohio 45218

The Honorable Laurance D. Talbott  
Village of Hamersville  
130 W. Main Street  
Hamersville, Ohio 45130

The Honorable Joel McGuire  
City of Harrison  
300 George Street  
Harrison, Ohio 45030

The Honorable Mark Tullis  
Village of Indian Hill  
6525 Drake Road  
Cincinnati, Ohio 45243

The Honorable Amy Brewer  
City of Lebanon  
50 S. Broadway  
Lebanon, Ohio 45036

The Honorable LaVerne Mitchell  
Village of Lincoln Heights  
1201 Steffen Avenue  
Lincoln Heights, Ohio 45215

The Honorable Jim Brown  
City of Lockland  
101 N. Cooper  
Lockland, Ohio 45215

**CLERK**

Kathryn L. Lives, Clerk of Council  
Village of Greenhills  
11000 Winton Road  
Cincinnati, Ohio 45218

Tammie Ogle, Clerk of Council  
Village of Hamersville  
130 W. Main Street  
Hamersville, Ohio 45130

Carol Wiwi, Clerk of Council  
City of Harrison  
300 George Street  
Harrison, Ohio 45030

Paul C. Riordan, Clerk of Council  
Village of Indian Hill  
6525 Drake Road  
Cincinnati, Ohio 45243

Sharre Dick, Clerk of Council  
City of Lebanon  
50 S. Broadway  
Lebanon, Ohio 45036

Elizabeth Smith, Clerk of Council  
Village of Lincoln Heights  
1201 Steffen Avenue  
Lincoln Heights, Ohio 45215

Wayne Poe, Clerk of Council  
City of Lockland  
101 N. Cooper  
Lockland, Ohio 45215

**MAYOR**

The Honorable Rob Weisgerber  
City of Loveland  
120 W. Loveland Avenue  
Loveland, Ohio 45140

The Honorable Rick Brassington  
City of Madeira  
7141 Miami Avenue  
Madeira, Ohio 45243

The Honorable Troy A. Jolly  
Village of Manchester  
400 Pike Street  
Manchester, Ohio 45144

The Honorable Don Policastro  
Village of Mariemont  
6907 Wooster Pike  
Cincinnati, Ohio 45227

The Honorable David Nichols  
City of Mason  
6000 Mason-Montgomery Road  
Mason, Ohio 45040-1699

The Honorable Larry Mulligan, Jr.  
City of Middletown  
One Donham Plaza  
Middletown, Ohio 45042

The Honorable Geoff Pittman  
City of Milford  
745 Center Street  
Milford, Ohio 45150

The Honorable Robert Settles, Sr.  
Village of Millville  
2860 Ross-Hanover Road  
Millville, Ohio 45013

**CLERK**

Misty Cheshire, Clerk of Council  
City of Loveland  
120 W. Loveland Avenue  
Loveland, Ohio 45140

Diane Novakov, Clerk of Council  
City of Madeira  
7141 Miami Avenue  
Madeira, Ohio 45243

Heidi Huron, Clerk of Council  
Village of Manchester  
400 Pike Street  
Manchester, Ohio 45144

Paul Tontillo, Clerk of Council  
Village of Mariemont  
6907 Wooster Pike  
Cincinnati, Ohio 45227

Teresa Schulte, Clerk of Council  
City of Mason  
6000 Mason-Montgomery Road  
Mason, Ohio 45040-1699

Sarah “Betsy” Parr, Clerk of Council  
City of Middletown  
One Donham Plaza  
Middletown, Ohio 45042

Sharon Waldmann, Clerk of Council  
City of Milford  
745 Center Street  
Milford, Ohio 45150

Brenda Johnson  
Fiscal Officer/Treasurer  
Village of Millville  
2860 Ross-Hanover Road  
Millville, Ohio 45013

**MAYOR**

The Honorable Robert Routson  
City of Monroe  
233 S. Main Street  
P.O. Box 330  
Monroe, Ohio 45050

The Honorable Ken Seur  
City of Montgomery  
10101 Montgomery Road  
Montgomery, Ohio 45242

The Honorable Robert Brown  
Village of Morrow  
150 E. Pike Street  
Morrow, Ohio 45152

The Honorable Joseph T. Roetting  
City of Mt. Healthy  
7700 Perry Street  
Mt. Healthy, Ohio 45152

The Honorable Bruce Lunsford  
Village of Mt. Orab  
211 S. High Street  
P.O. Box 466  
Mt. Orab, Ohio 45154

The Honorable Patti Hanes  
Village of New Miami  
268 Whitaker  
Hamilton, Ohio 45011

The Honorable Ramona Carr  
Village of New Richmond  
102 Willow Street  
New Richmond, Ohio 45157

The Honorable Curt Cosby  
Village of Newtown  
3536 Church Street  
Cincinnati, Ohio 45244

**CLERK**

Mary Maurer, Clerk of Council  
City of Monroe  
233 S. Main Street  
P.O. Box 330  
Monroe, Ohio 45050

Susan Hamm, Clerk of Council  
City of Montgomery  
10101 Montgomery Road  
Montgomery, Ohio 45242

Tina Browning, Clerk/Treasurer  
Village of Morrow  
150 E. Pike Street  
Morrow, Ohio 45152

Margie Roulier, Clerk of Council  
City of Mt. Healthy  
7700 Perry Street  
Mt. Healthy, Ohio 45152

Michael Boyd, Clerk of Council  
Village of Mt. Orab  
211 S. High Street  
P.O. Box 466  
Mt. Orab, Ohio 45154

Belinda Ricketts, Clerk/Treasurer  
Village of New Miami  
268 Whitaker  
Hamilton, Ohio 45011

Joyce Powers, Clerk of Courts  
Village of New Richmond  
102 Willow Street  
New Richmond, Ohio 45157

Keri Everett, Clerk of Council  
Village of Newtown  
3536 Church Street  
Cincinnati, Ohio 45244

**MAYOR**

The Honorable Terry Simpson  
Village of North Bend  
21 Taylor Avenue  
North Bend, Ohio 45052

The Honorable Daniel R. Brooks  
City of North College Hill  
1646 W. Galbraith Road  
Cincinnati, Ohio 45239

The Honorable Thomas F. Williams  
City of Norwood  
4645 Montgomery Road  
Norwood, Ohio 45212

The Honorable Robert P. Bemmes  
City of Reading  
1000 Market Street  
Reading, Ohio 45215

The Honorable Tom Leonard  
Village of Ripley  
123 Waterworks Road  
Ripley, Ohio 45167

The Honorable William Burkhardt  
City of St. Bernard  
110 Washington Avenue  
Cincinnati, Ohio 45217

The Honorable Vivian Gorsuch  
Village of Seven Mile  
113 S. Main Street  
Seven Mile, Ohio 45062

The Honorable Virgil Lovitt, II  
City of Sharonville  
10900 Reading Road  
Sharonville, Ohio 45241

**CLERK**

Sheryl Ross, Clerk of Council  
Village of North Bend  
21 Taylor Avenue  
North Bend, Ohio 45052

Kathy Riga, Clerk of Council  
City of North College Hill  
1646 W. Galbraith Road  
Cincinnati, Ohio 45239

Joe Geers, Clerk of Council  
City of Norwood  
4645 Montgomery Road  
Norwood, Ohio 45212

Dennis Albrink, Clerk of Council  
City of Reading  
1000 Market Street  
Reading, Ohio 45215

Lesley Myers, Fiscal Officer  
Village of Ripley  
P. O. Box 219  
Ripley, Ohio 45167

Sue M. Kathman, Clerk of Council  
City of St. Bernard  
110 Washington Avenue  
Cincinnati, Ohio 45217

Laura L. Oliver, Fiscal Officer/Treasurer  
Village of Seven Mile  
213 S. Main Street  
Seven Mile, Ohio 45062

Martha Cross-Funk, Clerk of Council  
City of Sharonville  
10900 Reading Road  
Sharonville, Ohio 45241

**MAYOR**

The Honorable John A. Smith  
City of Silverton  
6860 Plainfield Road  
Cincinnati, Ohio 45236

The Honorable Skip Lawhorn  
Village of South Lebanon  
99 N. High Street  
South Lebanon, Ohio 45065

The Honorable John Agenbroad  
City of Springboro  
320 W. Central  
Springboro, Ohio 45066

The Honorable Doyle Webster  
City of Springdale  
11700 Springfield Pike  
Cincinnati, Ohio 45246

The Honorable Jay Gohman  
Village of Terrace Park  
428 Elm Road  
Terrace Park, Ohio 45174

The Honorable Calvin Woodrey  
City of Trenton  
11 E. State Street  
Trenton, Ohio 45067

The Honorable Ted Grooms  
Village of West Union  
33 Logans Lane  
West Union, Ohio 45693

The Honorable Mary Ann Lefker  
Village of Williamsburg  
107 W. Main Street  
Williamsburg, Ohio 45176

**CLERK**

Meredith George, Clerk of Council  
City of Silverton  
6860 Plainfield Road  
Cincinnati, Ohio 45236

Sharon Louallen, Clerk of Council  
Village of South Lebanon  
99 N. High Street  
South Lebanon, Ohio 45065

Lori Martin, Clerk of Council  
City of Springboro  
320 W. Central  
Springboro, Ohio 45066

Kathy McNear, Clerk of Council  
City of Springdale  
11700 Springfield Pike  
Cincinnati, Ohio 45246

Laurie Baird, Clerk of Council  
Village of Terrace Park  
428 Elm Road  
Terrace Park, Ohio 45174

Sharon Jackson, Clerk of Council  
City of Trenton  
11 E. State Street  
Trenton, Ohio 45067

Tanya Sininger, Clerk of Council  
Village of West Union  
33 Logans Lane  
West Union, Ohio 45693

Kentia Weaver, Clerk/Council  
Village of Williamsburg  
107 W. Main Street  
Williamsburg, Ohio 45176

**MAYOR**

The Honorable Susan Upton Farley  
Village of Woodlawn  
10141 Woodlawn Boulevard  
Cincinnati, Ohio 45215

The Honorable Barry Porter  
City of Wyoming  
800 Oak Avenue  
Cincinnati, Ohio 45215

The Honorable Shirley Keller  
Village of Chilo  
P.O. Box 117  
Chilo, Ohio 45112

The Honorable Randy Wayne Meyers  
Village of Felicity  
P.O. Box 613  
Felicity, Ohio 45120

The Honorable Michael A. Sword  
Village of Jacksonburg  
4623 E. Oxford-Middletown Road  
Middletown, Ohio 45042

The Honorable Cecil Collins, Jr.  
Village of Neville  
P.O. Box 122  
Neville, Ohio 45156

The Honorable Timothy D. Suter  
City of Moscow  
79 Elizabeth Street  
Moscow, Ohio 45153

The Honorable Kevin Pringle  
Village of Newtonsville  
17 West Main Street  
Newtonsville, Ohio 45158

**CLERK**

Sally Huffman, Clerk of Council  
Village of Woodlawn  
10141 Woodlawn Boulevard  
Cincinnati, Ohio 45215

Patricia Colvin, Clerk of Council  
City of Wyoming  
800 Oak Avenue  
Cincinnati, Ohio 45215

Mike McMath, Fiscal Officer  
Village of Chilo  
P.O. Box 117  
Chilo, Ohio 45112

Heather McIntyre, Clerk of Council  
Village of Felicity  
P.O. Box 613  
Felicity, Ohio 45120

Eric Cox, Clerk of Council  
Village of Jacksonburg  
4623 E. Oxford-Middletown Road  
Middletown, Ohio 45042

Paul Saunders, Clerk of Council  
Village of Neville  
P.O. Box 122  
Neville, Ohio 45156

Bill Gilpin, Fiscal Officer  
City of Moscow  
79 Elizabeth Street  
Moscow, Ohio 45153

Dawn Werner, Clerk of Council  
Village of Newtonsville  
17 West Main Street  
Newtonsville, Ohio 45158



**MAYOR**

The Honorable Rick McEvoy  
Village of Owensville  
P.O. Box 490  
115 West Main Street  
Owensville, Ohio 45160

The Honorable Richard Keebler  
City of Oxford  
101 East High Street  
Oxford, Ohio 45056

The Honorable Bill Bates  
Village of West Elkton  
135 North Main Street  
P.O. Box 180  
West Elkton, Ohio 45070

The Honorable Jim Jackson  
Village of College Corner  
114 State Line Road  
College Corner, Ohio 45003

The Honorable Jason Kirschner  
Village of Higgsport  
P.O. Box 132  
Higgsport, Ohio 45131

The Honorable Bernie Vilvens  
Village of Fayetteville  
Box 19  
Fayetteville, Ohio 45118

The Honorable Joyce Schaffer  
Village of Midland  
119 N. High Street  
Midland, Ohio 45148

**CLERK**

Marlene Bauer, Clerk of Council  
Village of Owensville  
P.O. Box 490  
115 West Main Street  
Owensville, Ohio 45160

Mary Ann Eaton, Clerk of Council  
City of Oxford  
101 East High Street  
Oxford, Ohio 45056

Leah Crawford, Clerk of Council  
Village of West Elkton  
135 North Main Street  
P.O. Box 180  
West Elkton, Ohio 45070

Cheryl Hampton, Clerk of Council  
Village of College Corner  
114 State Line Road  
College Corner, Ohio 45003

Jerry A. Green, Clerk of Council  
Village of Higgsport  
P.O. Box 132  
Higgsport, Ohio 45131

Barbara Kiley, Clerk of Council  
Village of Fayetteville  
Box 19  
Fayetteville, Ohio 45118

Donna Panetta Lansing  
Clerk of Council  
Village of Midland  
545 Hales Branch Road  
Midland, Ohio 45148

**MAYOR**

The Honorable Veronica Gelter  
Village of Russelville  
203 East Main Street  
Russelville, Ohio 45168

The Honorable Dawn Voss  
Village of St. Martin  
P.O. Box 213  
Fayetteville, Ohio 45118

The Honorable Mayor  
Village of Butlerville  
8671 St. Rt. 132  
Pleasant Plain, Ohio 45162

The Honorable William Shearer  
Village of Maineville  
8188 S. St. Rt 48  
Maineville, Ohio 45039

The Honorable Katherine Whitacre  
Village of Pleasant Plain  
10120 Pleasant Plain Road  
Pleasant Plain, Ohio 45162

**CLERK**

Clerk of Council  
Village of Russelville  
213 W Liberty Street  
Russelville, Ohio 45168

Clerk of Council  
Village of St. Martin  
P.O. Box 213  
Fayetteville, Ohio 45118

Clerk of Council  
Village of Butlerville  
8546 St. Rt. 132  
Pleasant Plain, Ohio 45162

Clerk of Council  
Village of Maineville  
69 West Foster-Maineville Road  
Maineville, Ohio 45039

Carole Goodwin, Clerk of Council  
Village of Pleasant Plain  
10092 St. Rt. 132  
P.O. Box 62  
Pleasant Plain, Ohio 45162

- III. List of Township and County Officials notified of the proposed gas rate increase, application for tariff approval, an application for alternative rate plan for gas distribution service, and related application to change accounting methods.

**COUNTY BOARD OF  
COMMISSIONERS**

Bob Proud  
Ed Humphrey  
Dave Uible  
Clermont County Board of  
Commissioners  
101 E. Main Street  
Batavia, Ohio 45103

Cindy Carpenter  
Donald Dixon  
Charles R. Furmon  
Butler County Board of Commissioners  
315 High Street  
Hamilton, Ohio 45011

Robert Hartmann  
Chris Monzel  
Todd Portune  
Hamilton County Board of  
Commissioners  
138 E. Court Street #603  
Cincinnati, Ohio 45202

Tom Ariss  
Pat South  
David G. Young  
Warren County Board of Commissioners  
406 Justice Drive  
Lebanon, Ohio 45036

Brian Baldridge  
Justin Cooper  
Roger A. Rhonemus  
Adams County Board of Commissioners  
110 West Main Street  
West Union, Ohio 45693

**TOWNSHIP TRUSTEES**

Peggy D. Reis, President  
Kenneth G. Dietz, Fiscal Officer  
Anderson Township Board of  
Trustees  
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Cincinnati, Ohio 45230

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Batavia, Ohio 45103

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Heather E. Harlow, Fiscal Officer  
Colerain Township Board of Trustee  
4200 Springdale Road  
Cincinnati, Ohio 45251

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Susan Hughes  
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Columbia Township Board of  
Trustees  
5686 Kenwood Road  
Cincinnati, Ohio 45227

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Brown County Board of Commissioners  
800 Mt. Orab Pike  
Georgetown, Ohio 45121

Dan Foley  
Deborah Lieberman  
Judge Dodge  
Montgomery County Commissioners  
451 W. Third Street, P.O. Box 972  
Dayton, Ohio 45422

The Honorable Judith Boyko  
West Chester Township Administrator  
9113 Cincinnati-Dayton Road  
West Chester, Ohio 45069

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The Honorable Vicky Earhart  
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The Honorable Larry Fronk  
Miami Township Administrator  
Miami Township Civic Center  
6101 Meijer Drive  
Miami Township, Ohio 45150

The Honorable Ken Geis  
Union Township Administrator  
4350 Aicholtz Road  
Cincinnati, Ohio 45245-1517

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Officer  
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Charles Lewis  
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Judy Osborne, Fiscal Officer  
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Gregory A. McDonald  
Linda Oda, Fiscal Officer  
Dennis A. Pickett, Township  
Administrator  
Clearcreek Township Board of  
Trustees  
7593 Bunnell Hill Road  
Springboro, Ohio 45066

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Paul Beck  
Jack Rininger  
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112 South Miami Avenue  
Cleves, Ohio 45002

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Bob Haussermann  
Ray Antenrieb  
Claire Corcoran  
Lisa Allen, Fiscal Officer  
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Goshen, Ohio 45122

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Brian McGuire  
Dwight Walter  
Alan Daniel  
Amy Schenck, Fiscal Officer  
Madison Township Board of Trustees  
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Middletown, Ohio 45042

Bentonville, Ohio – Spriggs Township  
Roger Rayborn, Fiscal Officer  
3106 Cabin Creek  
Manchester, Ohio 45144

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Robert Bass, Township  
Administrator  
Ross Township Board of Trustees  
P.O. Box 31  
Ross, Ohio 45061

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Kenneth N. Bryant  
Jodie Leis, President  
John C. Borchers, Fiscal Officer  
Symmes Township Board of  
Trustees  
9323 Union Cemetery Road  
Loveland, Ohio 45140

Fred Stitsinger  
Elizabeth A. Brosius Kunzler  
Douglas L. Johnson  
Larry Miller  
Hanover Township Board of  
Trustees  
2595 Old Oxford Road  
Hamilton, Ohio 45013

Don Berry  
Gary Couch  
Tony Valerio  
St. Clair Township Board of  
Trustees  
2449 Jackson Road  
Hamilton, Ohio 45011

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Michael Rossi  
R. Joseph Routson  
Robert Snook  
Rita Tannreuther, Fiscal Officer  
Lemon Township Board of Trustees  
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Monroe, Ohio 45050

**TOWNSHIP TRUSTEES**

James VanDeGrift  
Daniel Jones  
Michael Shaffer  
Tammy Boggs, Fiscal Officer  
Turtlecreek Township Board of  
Trustees  
670 N. State Route 123  
Lebanon, Ohio 45036



- IV. List of State Legislators notified of the proposed gas rate increase, application for tariff approval, application for an alternative rate plan for gas distribution service, and related application to change accounting methods.

**SENATORS**

Eric H. Kearney  
Shannon Jones  
Bill Coley  
Bill Seitz  
Tom Niehaus

**REPRESENTATIVES**

Dale Mallory	Courtney Combs
Louis W. Blessing	Margaret Conditt
Peter Stautberg	Joseph Uecker
Denise Driehaus	Danny R. Bulp
Peter Beck	Alicia Reece
Connie Pillich	Timothy Derickson
Ron Maag	
Louis Terhar	

**ADDRESS**

The Senate  
Ohio Senate Building  
Columbus, Ohio 43266-0604

**ADDRESS**

The House of Representatives  
77 South High Street  
Columbus, Ohio 43266-0603

- V. List of Federal Legislators notified of the proposed gas rate increase, application for tariff approval, application for an alternative rate plan for gas distribution service, and related application to change accounting methods.

**SENATORS**

The Honorable Sherrod Brown  
U. S. Senate  
713 Hart Senate Office Building  
Washington, D.C. 20510

The Honorable Rob Portman  
U. S. Senate  
338 Russell Building  
Washington, D.C. 20510

**REPRESENTATIVES**

The Honorable John A. Boehner  
U. S. House of Representatives  
1011 Longworth House Office Building  
Washington, D.C. 20515

The Honorable Steven J. Chabot  
U. S. House of Representatives  
129 Cannon House Office Building  
Washington, D.C. 20515

The Honorable Michael R. Turner  
U. S. House of Representatives  
1740 Longworth House Office Building  
Washington, D.C. 20515

The Honorable Jean Schmidt  
U. S. House of Representatives  
238 Cannon House Office Building  
Washington, D.C. 20515

Case No. 12-1685-GA-AIR  
Case No. 12-1686-GA-ATA  
Case No. 12-1687-GA-ALT  
Case No. 12-1688-GA-AAM  
Tab 3 – PFN Exhibit 3

### PFN EXHIBIT 3 – PROPOSED TARIFF SHEETS

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Rate SAC, Retail Natural Gas Supplier and Aggregator Charges.....	45	06/04/08
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Filed pursuant to an Order dated May 30, 2012 in Case No. 12-14741685-GA-RDR-AIR  
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Issued: May 31, 2012

Effective: June 1, 2012

Issued by Julie Janson, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
Sheet No. 10.157158  
Canceling and Superseding  
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Rate IMBS, Interruptible Monthly Balancing Service.....	58	01/24/12
Rate DGS, Distributed Generation Service.....	59	06/04/08

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Effective: June 1, 2012

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Issued: May 31, 2012

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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 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.

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Issued by Julie Janson, President

## 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~~therefore, 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 Companycustomer. 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 shall furnish, without cost to the Company, 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. Subsequent to the customer providing the Company with the necessary rights of way to serve the customer, the Company shall serve or continue to provide service to the customer in accordance with the terms and conditions for the taking of service as identified in P.U.C.O. Gas No. 18. Additionally, the customer shall likewise furnish, without cost to the~~

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.

Issued: May 29, 2008

Effective: June 4, 2008

Issued by Julie Janson, President



Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
Sheet No. 21.67  
Cancels and Supersedes  
Sheet No. 21.56  
Page 4 of 4

Company, all necessary rights of way upon or across customer's property necessary or incidental to the supplying of service to other customers who are adjacent to or extend beyond the customer's property. The rights of way as required herein shall be in the form of the Company's Grant of Easement, or any other instrument customarily used by the Company for its facilities, or as otherwise determined by the Company, in its discretion, to be satisfactory to it.

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.

Issued: May 29, 2008

Effective: June 4, 2008

Issued by Julie Janson, President

## 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.

Issued: May 29, 2008

Effective: June 4, 2008

Issued by Julie Janson, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
Sheet No. 30.167  
Cancels and Supersedes  
Sheet No. 30.156  
Page 1 of 3

**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-  
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Issued: November 23, 2009 \_\_\_\_\_  
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Issued by Julie Janson, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
Sheet No. 30.167  
Cancels and Supersedes  
Sheet No. 30.156  
Page 2 of 3

~~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 \$0.032728130477  
Additional CCF per CCF  
\$0.097278389097  
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  
Sheet No. 89, Rider ASRP, Accelerated Service Replacement Program 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. 61, Rider ED, Economic Development Incentive 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. 69, Rider FRT, Facility Relocation – Mass Transportation  
Sheet No. 71, Rider GCRR, Gas Cost Recovery Rate;  
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider.~~

~~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  
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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, and Rider ASRP shown above, plus the percentage specified in Rider ETR, Sheet No. 64, Ohio Excise Tax Liability Rider.

#### **LATE PAYMENT CHARGE**

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

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

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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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  
Page 1 of 2

## 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~~

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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All CCF delivered at

\$0.099452154370 per CCF

Plus the applicable charge per month as set forth on:

Sheet No. 61, Rider ED, Economic Development Incentive Rider

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

Sheet No. 88, Rider AU, Advanced Utility Rider

Sheet No. 89, Rider ASRP, Accelerated Service Replacement Program 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. 69, Rider FRT, Facility Relocation – Mass Transportation

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 ED, Rider AMRP and, Rider AU, and Rider ASRP 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.

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Issued by Julie Janson, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
Sheet No. 34.23  
Cancels and Supersedes  
Sheet No. 34.12  
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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~~

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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**— 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 \$0.032728130642 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

Sheet No. 89, Rider ASRP, Accelerated Service Replacement Program 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. 61, Rider ED, Economic Development Incentive 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. 69, Rider FRT, Facility Relocation – Mass Transportation

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**

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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Cincinnati, Ohio 45202

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Sheet No. 34.23  
Cancels and Supersedes  
Sheet No. 34.42  
Page 3 of 4

**MINIMUM BILL**

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

Filed pursuant to an Order dated November 18, 2009 \_\_\_\_\_ in Case No. 09-773-GA-UEX12-1685-  
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Cancels and Supersedes  
Sheet No. 34.12  
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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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139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
Sheet No. 35.23  
Cancels and Supersedes  
Sheet No. 35.12  
Page 1 of 3

**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~~

Filed pursuant to an Order dated November 18, 2009 \_\_\_\_\_ in Case No. 09-774-GA-UEX12-1685-  
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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 \$180.00226.64

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

\$0.10483039784 per CCF

Plus the applicable charge per month as set forth on:

Sheet No. 61, Rider ED, Economic Development Incentive Rider

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

Sheet No. 88, Rider AU, Advanced Utility Rider

Sheet No. 89, Rider ASRP, Accelerated Service Replacement Program 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. 69, Rider FRT, Facility Relocation – Mass Transportation

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 ED, Rider AMRP, and Rider AU, and Rider ASRP 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.

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Cincinnati, Ohio 45202

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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.

**TERM OF SERVICE**

One (1) 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. 09-774-GA-UEx12-1685-  
GA-AIR before the Public Utilities Commission of Ohio.

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

Issued by Julie Janson, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
Sheet No. 36.23  
Cancels and Supersedes  
Sheet No. 36.42  
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## 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 ~~who~~ that 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 ~~that~~ who meets the Company's requirements for participation in this pooling program pursuant to Rate FRAS, Sheet No. 44.

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

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

#### DEFINITIONS

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

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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### 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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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 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-  
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Issued: November 23, 2009  
2009

Effective: December 1,

Issued by Julie Janson, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
Sheet No. 36.23  
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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 \$0.032728130642 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

Sheet No. 89, Rider ASRP, Accelerated Service Replacement Program 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. 61, Rider ED, Economic Development Incentive 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. 69, Rider FRT, Facility Relocation - Mass Transportation

-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.

Filed pursuant to an Order dated November 18, 2009 \_\_\_\_\_ in Case No. 09-773-GA-UEx12-1685-  
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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

**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, and Rider ASRP 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 ~~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.

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#### **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.

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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### 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: \$0.404830-139784 per CCF

Plus the applicable charge per month as set forth on:

Sheet No. 61, Rider ED, Economic Development Incentive Rider

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

Sheet No. 88, Rider AU, Advanced Utility Rider

Sheet No. 89, Rider ASRP, Accelerated Service Replacement Program 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. 69, Rider FRT, Facility Relocation - Mass Transportation 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**

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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The monthly minimum bill shall be the Fixed Delivery Service Charge and applicable charge under Rider ED, Rider AMRP, and Rider AU, and Rider ASRP 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 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**

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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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. 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.

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#### **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)**

\_\_\_\_\_ 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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## 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 ~~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 ~~C~~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 ~~C~~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.

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

Filed pursuant to an Order dated ~~January 23, 2012~~ in Case No. ~~12-1685-GA-AIR 12-255-GA-ATA~~  
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**DEFINITIONS (Contd.)**

"Eligible Customer" is a Ccustomer ~~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 Ccustomer and a mercantile Ccustomer on the date of commencement of service to the Governmental Aggregator or the person becomes a distribution service Ccustomer after the service commencement date and is also a mercantile Ccustomer; 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 Ccustomer ~~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 Ccustomer'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 Ccustomer and ends with the termination of the Ccustomer's recession period. The process will take up to twelve (12) calendar days, and includes seven (7) business days from the date the Company sends the Ccustomer a letter indicating the Ccustomer 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 Ccustomer 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, ~~it~~ 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.

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

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

"Pool Customer" means a recipient of 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 Customers of the Supplier's Pool, all in accordance with the rules established by the Company in this Tariff Sheet and Gas Supply Aggregation/Customer Pooling Agreement.

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

"Program" means the Company's firm transportation/supply aggregation Customer choice program under Rate RFT, 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 Customers that qualifies as a Pool, (3) agrees to accept responsibility for the gas supply management of the Pool,

**DEFINITIONS (Contd.)**

(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.

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"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.
- 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.

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- 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 have 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.
- 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.

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- D) Suppliers and Governmental Aggregators shall not change or authorize the changing of a Customer's Supplier of competitive retail natural service without the Customer's prior consent, as provided for under Rule 4901:1-29-06 of the OAC. For the purpose of procuring competitive retail natural gas services, this requirement does not apply to automatic Governmental Aggregation and for the 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 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 Customers shall provide, in marketing materials that include or accompany a service contract, sufficient information for Customers to make informed cost comparisons.

1. For fixed-rate offers, such information shall, at minimum, include:

- a) The cost per Ccf or Mcf, whichever is consistent with the Company's current billing format, for natural gas supply;
- b) The amount of any other recurring or nonrecurring Supplier or Governmental Aggregator charges; and
- c) A statement that the Supplier's or Governmental Aggregator's rate is exclusive of all applicable state and local taxes and the Company's service and delivery charges.

2) For variable-rate offers, such information shall, at minimum, include:

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- 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
    - b) Obtaining monthly updates of the Commission-maintained "do not call" list;
  - 5) Engaging in telephone solicitation of ~~C~~customers who have been placed on the "do not call" list maintained by the Commission;
  - 6) Engaging in telephone solicitation to residential customers either before nine a.m. or after nine p.m.;
  - 7) Engaging in direct solicitation to ~~C~~customers where the Supplier's or Governmental Aggregator's sales agent fails to wear and display a valid Supplier or Governmental

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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 Customers for costs incurred as a result of any failure by Supplier to deliver gas in accordance with the requirements of the program and to assure payment of any PUCO-approved charges for any such failure.
- 3) Make good faith efforts to resolve all disputes between Supplier and its Pool Customers and to cooperate with resolution of any joint issues with Company.
- 4) Refrain from requesting Customer-specific billing, payment, and usage history without first having received the Customer's approval to access such information.

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

**CUSTOMER INFORMATION LIST**

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

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#### 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 Customer's names, service and mailing addresses, account numbers, and other Customer information list data for all Eligible Customers residing within the Governmental Aggregator's boundaries. Except for the inclusion of information for Customers who have opted-off the Company's Customer information list for Suppliers and Company account numbers, the Customer information contained in such list shall be consistent

#### GOVERNMENTAL AGGREGATION (Contd.)

with any Customer information list provided to Suppliers described herein. The Governmental Aggregator will pay a fee for a copy of said list, as set forth in Sheet No. 45 herein. The Governmental Aggregator shall not disclose or use a Customer's account number or any Customer information regarding those Customers who have opted off the Company's Customer information list, without the Customer's express written consent.

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

#### CUSTOMER SIGN-UP PROCEDURES

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

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

The Supply Contract, or alternate proof of Customer consent in the case of telephonic or ~~Internet~~internet enrollment, will be used to resolve disputes if the validity of an account ~~enrollment~~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 ~~who~~that 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

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accuracy and Ccustomer 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 Ccustomer will be assigned to the Supplier whose acceptable enrollment was first processed by the Company.

Once complete and accurate information supporting a Ccustomer joining or leaving a Supplier's Pool is received and confirmed by Company, the change will be effective onwith the Ccustomer'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 Ccustomer rescinds their enrollment prior to commencing service with a Supplier, the Company shall notify the Supplier within two (2) business days of the Ccustomer'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, without the current Supplier first submitting an electronic drop notification to the Company. In enrollment situations where a Customer is already being served by a Supplier or the Customer is~~

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currently receiving Sales Service, the Company shall, prior to commencing competitive retail natural gas service with the subsequent Supplier, mail the Customer a confirmation notice stating:

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~~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 ~~Internet~~internet 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 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.~~

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

#### CONTRACT ADMINISTRATION AND RENEWAL NOTICES

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

#### POOL CUSTOMER BILLING OPTIONS

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

##### Option 1 – Company Consolidated Billing

The Pool Customer shall receive one bill from the Company that indicates the name of the Supplier from whom the Customer is receiving its gas supply and includes an amount for the Supplier's gas supply charges in accordance with the pricing arrangements agreed upon between the Supplier and the Customer, including any taxes for which the Supplier must collect. The Company's consolidated bill may provide the budget amounts, past due balances, payments applied, credits, late charges, and total amount due on a consolidated basis only. A Supplier ~~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 Customer may be assigned by the Supplier and billed by the Company. Additional actively billed rate codes 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 Customer remits to the Company less than the full payment due, the payment received shall first be applied to the Company's charges shown on the bill plus any Arrearages relating to such Company charges from previous billing periods, and the residual amount shall be applied to the Supplier's portion of the bill, including the taxes thereon. Supplier shall be promptly notified of any payments received from Customers attributable to Supplier's portion of the bill. Payment to Supplier for payments received from Customers as noted above will be made within five (5) business days after mid-month and end-of-month numbers are available.

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

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

**POOL CUSTOMER BILLING OPTIONS (Cont'd)**

**Option 2 – Dual Billing**

The Gcustomer 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 Gcustomer remits to the Company less than the amount included on the Company's bill, Gcustomer shall be subject to the same late charges and disconnect rules that would be applicable if the Gcustomer 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 Gcustomers 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 Gcustomer from its Pool in accordance with the procedures for dropping Gcustomers from a Supplier's Pool pursuant to this Tariff Sheet.

**CUSTOMER DISCONNECTION**

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

**CUSTOMER ACCESS AND COMPLAINT HANDLING**

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

**A) Customer access**

- 1) Each Supplier or Governmental Aggregator shall ensure Gcustomers 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.

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- 2) Telephone access shall be toll-free and afford ~~C~~customers 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 ~~C~~customer complaints (including ~~C~~customer 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 ~~C~~customer and Commission staff, when a complaint is referred to the Supplier or Governmental Aggregator by the Commission staff.
- 2) The Governmental Aggregator may choose to have the Supplier perform certain functions as the Governmental Aggregator's agent. However, the Governmental Aggregator is still responsible for ensuring that the requirements of these rules are met.
- 3) If an investigation is not completed within ten (10) business days, the Supplier or Governmental Aggregator (and/or its agent) shall provide status reports to the ~~C~~customer, and if applicable, to the ~~C~~customer 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 ~~C~~customer has been so notified.
- 4) The Supplier or Governmental Aggregator (and/or its agent) shall inform the customer, or the ~~C~~customer 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 ~~C~~customer or Commission staff may request the report in writing.
- 5) If a ~~C~~customer disputes the Supplier's or Governmental Aggregator's (and/or its agent's) report, the Supplier or Governmental Aggregator shall inform the ~~C~~customer that the Commission staff is available to mediate complaints. The Supplier or Governmental Aggregator (and/or its agent) shall provide the ~~C~~customer with the address, local/toll-free telephone numbers, and TDD/TTY telephone number of the Commission's public interest center.

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- 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;
  - 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

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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 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

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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 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.)

— 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.

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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~~<sup>who</sup> elects Rider EFBS will be billed rates

#### DAILY BALANCING (Cont'd)

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~~<sup>who</sup> 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~~<sup>which</sup> 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~~<sup>which</sup> does not comply with an Operational Flow Order.

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

**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.

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#### 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.

#### **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.

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Issued: January 11, 2012

Effective: January 11, 2012

Issued by Julie Janson, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
Sheet No. 44.110  
Cancels and Supersedes  
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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 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.

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**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.
- 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.

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- 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.)**

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.



**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-LS and Rate FT-SL, 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.

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.

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.

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

## ARTICLE III

### Requirements For Program Participation

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

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

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

In addition to the above financial requirements, the Company may impose reasonable standards of conduct for Suppliers, as a prerequisite for their participation in the Program. Supplier acknowledges that in its capacity as a "Supplier" in this Program, it has a continuing responsibility to conduct its business in a legal and ethical manner. If, as a result of Customers' complaints, and/or from its own investigation, the Company determines, in its sole judgment, that Supplier is not operating under this Agreement in an ethical and/or legal manner, then the Company shall have the 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 customers in Supplier's pool. These daily gas usage estimates, as adjusted for Unaccounted-for Gas Losses, and converted from volumetric to thermal quantities, will be identified as Supplier's "Target Supply Quantities". (Note: The Unaccounted-for Gas Loss adjustment will be based on the Company's system average Unaccounted-for Percentage.) A database will be created by the Company, which, at a minimum, will track daily usage estimates on an aggregated basis for all full requirements firm customers in Supplier's pool.
2. A daily load forecast methodology, developed by the Company, will be used to form the daily Target Supply Quantity for each Supplier's pool. The daily estimates by revenue class in each Supplier's pool will be calculated using only the usage information of firm full requirements customers. These daily estimates are then adjusted for Unaccounted-for Gas Losses, and converted to Dth. The revenue class estimates for each Supplier are then combined to form the Target Supply Quantity for the Supplier's overall pool. Suppliers are responsible for informing the Company when their customer's load profiles deviate significantly from their historical load profiles. The Company will make the necessary adjustments to the Target Supply Quantity calculation to account for the new profiles.
3. Starting with the Supplier's daily Target Supply Quantity, the Company will each morning by 9:00 A.M. EST post, via its electronic bulletin board (EBB), an "Adjusted Target Supply Quantity" that Supplier will be required to deliver into the Company's designated city gate receipt points during the following day. The "Adjusted Target Supply Quantity" is defined as the Target Supply Quantity, plus or minus any adjustments that Supplier is required to make to its daily deliveries pursuant to Paragraph (5) of this Article V, plus FT requirements for IT customers, consisting of daily deliveries for the firm requirements of customers being served under both Rate 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 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/underrun calculations will be adjusted to take into account any such adjustments to Supplier's daily delivery requirements. The Company shall post any required daily delivery adjustment via the EBB at least two (2) days prior to the date that Supplier is required to begin its daily delivery adjustment. 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.

## 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

---

*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.

**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. 61, Rider ED, Economic Development Incentive 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. 69, Rider FRT, Facility Relocation – Mass Transportation Rider  
Sheet No. 88, Rider AU, Advanced Utility Rider  
Sheet No. 89, Rider ASRP, Accelerated Service Replacement Program 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.

Filed pursuant to Order dated  
Ohio.

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

Issued:

Effective:

Issued by Julie Janson, 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.

## **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.

## 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.

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 ~~dth~~<sup>Dth</sup> 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 ~~dth~~<sup>Dth</sup> 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.)**

- 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)~~ 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:

- 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 cCity gGate, plus the current KO Transmission fuel retainage and minus the current Columbia Gas Transmission SST and FSS fuel retainage.
- 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 cCity gGate, plus the current Columbia Gas Transmission SST fuel retainage.

~~h)~~ 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)~~ 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 ~~dthDth~~ 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.



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1. If the Company recalls EFBS, or the Supplier's MDQ decreases below a 3,000 ~~dth~~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 ~~Section~~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) 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) 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 cCity gGate 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~~ 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.

#### **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.

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## 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 ~~Under~~ 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 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, 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 \$595.86597.83

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:

CCF

\$ 0.080070 per

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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Plus, if applicable, the charge per month as set forth on:

Sheet No. 61, Rider ED, Economic Development Incentive Rider

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. 69, Rider FRT, Facility Relocation – Mass Transportation

Sheet No. 65, Rider ASRP, Accelerated Service Replacement Program 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, the Economic Development Incentive Rider, the Advanced Utility 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

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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.

#### 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 thirty30 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

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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**

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 ~~p~~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

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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.

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.

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## 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~~<sup>who</sup> 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~~<sup>who</sup> 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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### 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 \_\_\_\_\_  
December 1, 2009 \_\_\_\_\_

Effective:

Issued by Julie Janson, President

Duke Energy Ohio  
139 East Fourth Street  
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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: \$0.099452-154370 per CCF

Plus the applicable charge per month as set forth on:

Sheet No. 61, Rider ED, Economic Development Incentive Rider  
Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program  
Sheet No. 88, Rider AU, Advanced Utility Rider  
Sheet No. 89, Rider ASRP, Accelerated Service Replacement Program 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. 69, Rider FRT, Facility Relocation – Mass Transportation  
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**

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

Filed pursuant to an Order dated November 18, 2009 \_\_\_\_\_ in Case No. 09-773-GA-UEX12-1685-  
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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 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.

### 4. Service Term

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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Except customers returned for non-payment or for good cause shown, a customer ~~that~~<sup>who</sup> 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 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.

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 Julie Janson, President

Duke Energy Ohio  
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**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 - 16.00) 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.~~

~~Examples (Heat Rate = \$600):~~

<del>Electric</del> <del>Price</del> <del>\$/MWH</del>	<del>Gas</del> <del>Price</del> <del>\$/MMBTU</del>	<del>Spark</del> <del>Spread</del> <del>\$/MWH</del>	<del>Transportation</del> <del>Rate</del> <del>\$/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 Julie 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

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**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 Julie 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.

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**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.

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 Julie 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:

**SERVICE DESCRIPTION (Contd.)**

	Allowed Monthly Under-Run %	<u>Allowed Seasonal Monthly Over-Run</u>		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:

- actual deliveries,
- plus or minus imbalance trades,
- plus or minus unauthorized daily or monthly OFO overrun/underrun volumes,
- plus monthly imbalance carryover,
- 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 ED**

**ECONOMIC DEVELOPMENT INCENTIVE RIDER**

**APPLICABILITY**

Applicable to all retail jurisdictional customers in the Company's natural gas service territory.

**GENERAL**

Duke Energy Ohio shall implement a pilot program to encourage businesses to locate in Ohio, and/or to expand their existing operations in Ohio, by providing a mechanism to fund these types of economic development projects. Funds may be used for product development, promotion, project closure, and gas utility infrastructure in those instances when utility infrastructure has been identified as an impediment to commercial/industrial economic development.

The criterion for eligibility includes, but is not limited, to the following:

Jobs growth.

Pushing development sites participating in Duke Energy Ohio's "Site Readiness" program closer to market.

Revitalization of urban areas such as "Brownfield" redevelopment.

Development of natural gas vehicle transportation facilities.

The program will be managed and funds will be allocated and distributed by Duke Energy Ohio. Management of the program will include, but not be limited to, the development, review, and approval of proposed projects under this program. The program is created with recognition that this type of economic development has a compounding effect on jobs and the economy in the region. Further, the funding mechanism recognizes that over time, Duke Energy Ohio customers will realize future benefits via increases in the utility's natural gas throughput.

The goal of the rider is to collect \$1 million per year towards the funding of economic development projects and activities in Duke Energy Ohio's southwestern Ohio (SW-OH) natural gas service territory. All funds will be spent in a manner consistent with the terms of eligibility and criteria described below. Any unused funds from one year will roll over to the next year; however, the fund is not to exceed \$2 million. Annual adjustments, if necessary, will be made to the rider to keep the fund within the \$2 million cap.

**DESCRIPTIONS AND ELIGIBILITY**

Eligible Activities: Funds under this program may be used for the following:

1. Product Development/Site Readiness/Marketing – Without ready sites for new development or expansion, prospective companies will be lost to other states with sites further along the development continuum. Grants will be available for the redevelopment of existing buildings served natural gas by Duke Energy Ohio, public sector speculative building development, gas infrastructure improvements, moving Greenfield and Brownfield sites closer to readiness for development, and business park developments. Funds may be used for the marketing and promotion of qualifying sites. The Duke Energy Site Readiness program has been developed to assist in these efforts.



## **DESCRIPTIONS AND ELIGIBILITY (continued)**

Projects under this section (1) shall be evaluated using one or more of the following criteria as a guide for qualification:

- a. Project is in an area determined to qualify as Urban Revitalization, by the Duke Energy Urban Revitalization Advisory Team, which is comprised of business leaders from southwest Ohio.
  - b. Project pushes development sites participating in Duke Energy Ohio's Site Readiness program closer to market.
  - c. Project leads to revitalization of urban areas such as Brownfield redevelopment.
2. Project Closure – Grants will be available to achieve economic agreements for relocation, expansion, or retention of companies in SW-OH. Grants will be awarded to those that grow the base of primary jobs in Duke Energy's SW-OH area. Specific emphasis will be placed on targeted cluster industries as identified by the regional cluster analysis. Grants may be used to enhance the incentive packages that local communities, regional partnerships, and/or JobsOhio provide to prospective companies, including site and facility acquisition and off-site infrastructure improvements. Grants may not be used for interstate relocation of facilities and/or jobs (including from the Duke Energy Kentucky territory to the Duke Energy Ohio territory) unless a release is obtained from the original community. Applicant project criteria will be developed.

Infrastructure Improvements - Offset costs associated with natural gas utility infrastructure improvements to support new location projects and existing company expansions. Grant amounts shall not exceed the actual costs incurred for approved projects, and be calculated using the main extension analysis tool utilized for all gas main extensions that determine customer contributions required. Funds shall apply only to costs normally borne by the project developer and/or new customer.

To be eligible under this section (2), the project/facility should:

- a. be located within existing Duke Energy Ohio service territory, or an expansion thereof which occurs as a result of main extension associated with the project.
- b. have an end use that may be classified in the North American Industry Classification System (NAICS) as one of the following Manufacturing or Service Industry businesses:
  - i. Manufacturing (NAICS codes 31, 32, & 33)
    1. Aerospace
    2. Automotive and transportation
    3. Chemicals and Plastics
    4. Machinery and equipment (Advanced manufacturing)
    5. Pharma, Bio-Technology
    6. Food and Beverage

**DESCRIPTIONS AND ELIGIBILITY (continued)**

- ii. Other non-manufacturing operations
  - 1. Data Centers
  - 2. Professional, scientific or technical services (NAICS code 541)
  - 3. Regional, National or World Headquarters
  - 4. Natural Gas Vehicle Fueling Stations

(NAICS codes may be found at: <http://www.census.gov/epcd/www/naics.html>)

Projects under this section (2) shall be evaluated using one or more of the following criteria as a guide for qualification:

- a. Project is determined to be a large user of natural gas as evidenced by the following:
  - i. The proposed project/facility imposes or is likely to impose a gas demand or incremental demand of more than 150,000 CCF (units of 100 cubic feet) per year and/or
  - ii. The facility's natural gas bills represent at least 5% of the facility's annual gross revenue from sales (total annual natural gas bill divided by annual gross sales), and/or Jobs Ohio, State and/or Local Community participation.
- b. Project must show evidence of public participation in the form of incentives or other capital contribution to the project.
- c. Project is necessary to provide service to a natural gas vehicle filling station that includes a point of access for public utilization.
- d. Projected Capital Investment at the project site exceeds \$2,000,000.
- e. There will be job creation or job retention at the site as a result of the project.
- f. Funds under this program cannot be used for a facility or equipment that uses natural gas to generate electricity. Nor can they be used to provide utility infrastructure for such facilities or equipment.

An additional incentive will be provided to those qualifying projects that result in new or incremental gas load. Incremental gas load is defined as additional usage over and above an established baseline as determined by the Company. Said incremental usage must be the direct result of the qualifying project.

The additional incentive will be in the form of a twenty-five percent (25%) discount applied to the monthly Fixed Delivery Service Charge and the monthly Usage-Based Charge for gas delivered. The discount is only applied to these two specific components of the customers' gas bill and excludes any and all Rider charges including the Excise Tax rider. The discount will be applied for a period of thirty-six (36) months. Funding for this additional incentive will be provided through the rider.

**TERMS AND CONDITIONS**

These funds are not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. These funds are not available for load shifted from one customer to another within the Company's service area.

The customer must enter into a Service Agreement with the Company that shall specify, among other things, a description of the amount and nature of the new load, and the basis on which the customer requests qualification for this Rider. Duke Energy Ohio may file this Service Agreement with the Public Utilities Commission of Ohio for informational purposes only.

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

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

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

**CHARGES**

The ED rate to be applied to all residential customer bills beginning with the January 2013 revenue month is \$0.0012900 per CCF (units of 100 cubic feet).

The ED rate to be applied to all non-residential customer bills beginning with the January 2013 revenue month is \$1.50 per month.

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 the revenues to be received from the customer. 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 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.

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139 East Fourth Street  
Cincinnati, Ohio 45202

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Page 2 of 2

(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 the revenues to be received from the customers to be connected. 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 thefor 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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Page 1 of 1

## 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> <u>GGIT</u> , Spark Spread Interruptible Gas Generation	\$ <u>0.01700</u> per /CCF
Transportation <u>Interruptible Transportation</u> Rate	

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

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**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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**RIDER FRT**

**FACILITY RELOCATION – MASS TRANSPORTATION**

**APPLICABILITY**

Applicable to a request and/or requirement for the construction, removal, modification, or relocation of facilities, equipment, mains, or service piping related to the distribution or transmission of gas service when Duke Energy Ohio (Company), absent such request or requirement, would do otherwise, and where the recovery of additional expense for such request and/or requirement is not otherwise provided for pursuant to agreement between the Company and requesting entity. This rider becomes applicable when the said request/requirement is directly related to the construction and operation of any mode of mass transportation, including but not limited to, light rail, heavy rail, high-speed rail, street cars, subways, trolleys, trams or buses.

**DESCRIPTION**

**CUSTOMER OR PRIVATE PARTY**

When a customer or private party requests and/or requires the Company to construct, modify, relocate, and/or remove the Company's facilities, mains, service piping, or any other Company-owned equipment, such requesting party shall pay all expenses related to such relocation regardless of the reason for the request and/or requirement.

**GOVERNMENT ENTITY**

A government entity (or Administrating Agency) includes but is not limited to any city, county, municipality, township or special district. It shall not include Federal or State government entities (or Administrating Agencies).

When a government entity (or Administrating Agency) requests the Company to construct, modify, relocate, and/or remove the Company's facilities, mains, service piping, or any other Company-owned equipment, such requesting party must elect to either:

1. directly pay the Company all costs related to such relocation regardless of the reason for the request and/or requirement (Direct) or
2. allow the Company to recover all cost related to such relocation regardless of the reason for the request and/or requirement from those customers residing or located within the geographical boundary of said governmental entity through a monthly charge (Indirect) or
3. some combination thereof.

**COST CALCULATION**

1. The total cost(s) to be recovered shall be computed as follows:
  - a. If the requested/required facilities are in lieu of new facilities, Company shall estimate the cost of the requested/required facilities and of the facilities which otherwise would have been installed (planned facilities). Any cost of requested/required facilities in excess of the planned facilities shall be the basis for the charge.
  - b. If the requested/required facilities replace existing facilities which Company would otherwise maintain or modify in place, Company shall estimate the cost of the required facilities and any planned modifications to existing facilities. Any cost of the required facilities in excess of the

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### **COST CALCULATION (continued)**

cost of any planned modifications to existing facilities plus the cost of removing existing facilities shall be the basis for the charge.

- c. If the requested/required facilities replace existing facilities which Company would not otherwise maintain or modify, the cost of the required facilities, plus the cost of removing the existing facilities less their salvage value shall be the basis for the charge.
2. Company's costs of planned and required facilities shall be as follows:
    - a. Costs of planned facilities shall include applicable material and labor costs, including allocation of indirect costs. Indirect costs are comprised of supervision, engineering, transportation, material handling, and administrative cost functions that support actual construction. The amount of the allocation of indirect costs is derived by application of unit costs or allocation percentages, determined from historical experience.
    - b. Costs of requested/required facilities shall include the cost items identified in subparagraph (1) (a) above, plus all costs of complying with the requirements of the governmental subdivision including any application process of the governmental subdivision, including the cost of preparing the application, costs of developing alternatives not already studied by Company, cost of estimating the cost of alternatives not already studied by Company, the production of data for consideration in any hearing, and any other direct cost of compliance including any hearing held.
    - c. Recoverable costs from the governmental subdivision and/or its customers will be reduced by the sum of any proceeds received from transportation improvement district funding, joint economic development district funding, tax increment funding, or similar quasi-public funding,

### **CHARGES**

#### **CUSTOMER OR PRIVATE PARTY**

The customer or private party will pay in advance the entire estimated cost to construct, modify, relocate, and/or remove the Company's facilities, mains, service piping, or any other Company-owned equipment, as well as the cost of installing any new facilities and equipment. If the actual cost of the work exceeds the estimate, the customer will be responsible to pay the difference. Similarly, the Company will refund any excess money collected should the estimate exceed the actual cost.

#### **GOVERNMENT ENTITY**

These options are available to the government entity (or Administrating Agency):

##### **DIRECT**

1. The government entity (or Administrating Agency) will pay in advance the entire estimated cost to construct, modify, relocate, and/or remove the Company's facilities, mains, service piping, or any other Company-owned equipment, as well as the cost of installing any new facilities and equipment. If the actual cost of the work exceeds the estimate, the government entity (or Administrating Agency) will be responsible to pay the difference. Similarly, the Company will refund any excess money collected should the estimate exceed the actual cost.

**CHARGES (continued)**

2. Alternatively, government entity (or Administrating Agency) will pay the entire actual cost and the Company's associated cost of capital to construct, modify, relocate, and/or remove the Company's facilities, mains, service piping, or any other Company-owned equipment, as well as the cost of installing any new facilities and equipment. Said costs will be collected over a period extending no longer than twenty-four (24) months. The twenty four month period begins when either of the following occurs:
  - a. after the facilities, mains, service piping and/or equipment or any part of said facilities, mains, service piping and/or equipment has been modified, relocated or removed from service or
  - b. after the facilities, mains, service piping and/or equipment or any part of said facilities, mains, service piping and/or equipment has been constructed and placed into service.

**INDIRECT**

Should the government entity (or Administrating Agency) elect to do so, the entire actual cost and the Company's associated cost of capital to construct, modify, relocate, and/or remove the Company's facilities, mains, service piping, or any other Company-owned equipment, as well as the cost of installing any new facilities and equipment will be collected on a per customer basis, a per one hundred cubic foot (CCF) basis or some combination thereof. Said costs will be collected from all customers whose service address is located within the legal boundaries of said government entity. The cost will be collected in its entirety over a time period not to exceed twenty-four (24) months. The twenty-four (24) month period begins when either of the following occurs:

- a. after the facilities, mains, service piping and/or equipment or any part of said facilities, mains, service piping and/or equipment has been modified, relocated or removed from service or
- b. after the facilities, mains, service piping and/or equipment or any part of said facilities, mains, service piping and/or equipment has been constructed and placed into service.

The charge shall be shown as a separate line item on the customer's bill.

At any time after the commencement of the charge, the charge may be reviewed and, if necessary, adjusted to reflect:

- a. the number of customers residing or located within the geographical boundary of said governmental entity, and/or
- b. the amount of energy used by customers residing or located within the geographical boundary of said governmental entity, and/or
- c. the actual cost of requested/required facilities.

**CHARGES (continued)**

Failure by any customer to pay the charge shall be grounds for disconnection of service to such customer in accordance with Company's Gas Terms and Conditions for Gas Service.

If the government entity (or Administrating Agency) rescinds its requirements concerning requested/required facilities, the charge shall continue until the end of the term, twenty-four (24) months subject to any necessary review and adjustment as specified above.

**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.

| Duke Energy Ohio  
| 139 East Fourth Street  
| Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
Sheet No. 75.43  
Cancels and Supersedes  
Sheet No. 75.32  
Page 1 of 1

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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.

Filed pursuant to an Order dated May 30, 2012 in Case No. 12-1474-GA-RDR before the Public Utilities  
Commission of Ohio.

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Issued:

Effective:

Issued by Julie Janson, President

	P.U.C.O. Gas No. 18
	Sheet No. 82.5
Duke Energy Ohio	Cancels and Supersedes
139 East Fourth Street	Sheet No. 82.4
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Cincinnati, Ohio 45202	Page 1 of 1

## 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.~~

~~Also, if gas service has been disconnected at the request of the customer and, within an eight (8) month period of that disconnection, the customer requests that service be reconnected at the same premises, the Company may refuse gas service to such customer, unless it shall first receive payment equivalent to the appropriate billing of the customer's Fixed Delivery Service Charge for the number of billing periods the service was disconnected, including any necessary prorated charges representing partial bill period/s. Where the billing amount reflects a period of more than one (1)~~

Filed pursuant to an Order dated \_\_\_\_\_ in Case No. 12-1685-GA-AIR before the Public Utilities Commission of Ohio.

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

Effective: \_\_\_\_\_

Issued by Julie Janson, President

	P.U.C.O. Gas No. 18
	Sheet No. 82.5
Duke Energy Ohio	Cancels and Supersedes
139 East Fourth Street	Sheet No. 82.4
Cincinnati, Ohio 45202	Page 2 of 2

month, those amounts shall be prorated based on the normal scheduled meter reading dates and divided into increments of one (1) month, or less. If the increments represent less than one (1) month, the appropriate Fixed Delivery Service Charge will be billed as a prorated portion of the period as defined by the normal scheduled meter reading date. The appropriate Fixed Delivery Service Charge is defined by the rate under which the customer requested that the service be disconnected as is set forth in the following tariff sheets:

Sheet No. 30 Rate RS, Residential  
Sheet No. 32 Rate GS-S, General Service – Small

#### **CHARGE FOR RECONNECTION OF SERVICE (Contd.)**

Sheet No. 33 Rate RFT, Residential Firm Transportation  
Sheet No. 34 Rate RSLI, Residential Low Income Pilot  
Sheet No. 35 Rate GS-L, General Service – Large  
Sheet No. 36 Rate RFTLI, Residential Firm Transportation Service – Low Income  
Sheet No. 37 Rate FT-L Firm Transportation Service – Large  
Sheet No. 52 Rate FT-S, Firm Transportation Service – Small

Finally, if both 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.

#### **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.

#### **SERVICE REGULATIONS**

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

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

~~Issued: March 31, 2006~~

~~Effective: April 3, 2006~~

~~Issued by Julie Janson, President~~

Filed pursuant to an Order dated \_\_\_\_\_ in Case No. 12-1685-GA-AIR before the Public Utilities Commission of Ohio.

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

Effective: \_\_\_\_\_

Issued by Julie Janson, President



Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 10  
Sheet No. 88.32  
Cancels and Supersedes  
Sheet No. 88.24  
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	\$ 0.99.00/month
Rate RFT and RFTLI, Residential Firm Transportation Service	\$ 0.99.00/month
Rate GS-S and GS-L, General Service	\$ 0.99.00/month
Rate DGS, Distributed Generation Service	\$ 0.99.00/month
Rate FT-S and FT-L, Firm Transportation Service	\$ 0.99.00/month
Rate IT, Interruptible Transportation Service	\$ 0.99.00/month
Rate <u>GGSSIT</u> , Spark Spread Interruptible Transportation Rate	\$ 0.99.00/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	(\$ 0.31.00/month)
Rate RFT and RFTLI, Residential Firm Transportation Service	(\$ 0.31.00/month)
Rate GS-S and GS-L, General Service	(\$ 0.31.00/month)
Rate DGS, Distributed Generation Service	(\$ 0.31.00/month)
Rate FT-S and FT-L, Firm Transportation Service	(\$ 0.31.00/month)
Rate IT, Interruptible Transportation Service	(\$ 0.31.00/month)
Rate <u>GGSSIT</u> , Spark Spread Interruptible Transportation Rate	(\$ 0.31.00/month)

Issued pursuant to an Order dated March 23, 2011 in Case 10-867-GE-RDR before the Public Utilities Commission of Ohio.

Issued:

Issued by Julie Janson, President

Effective:

**RIDER ASRP**

**ACCELERATED SERVICE REPLACEMENT PROGRAM RIDER**

**APPLICABILITY**

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

**ACCELERATED SERVICE REPLACEMENT PROGRAM FACTORS**

All customers receiving service under Rates RS, RSLI, RFT, RFTLI, GS-S, GS-L, FT-S, FT-L and 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 replace pre-1971 coated steel main to curb and curb to meter service lines and unprotected metallic main to curb and curb to meter service lines. In addition and where applicable, the Company will move meters from inside a structure to an acceptable location outside a structure for those services being replaced in conjunction with the ASRP. Customers receiving service under Rates IT and GGIT will be assessed a throughput charge in addition to their commodity delivery charge for that purpose.

Rider ASRP 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 charges for the respective gas service schedules are:

Rate RS and RSLI, Residential Service	\$XXX.XX
Rate RFT and RFTLI, Residential Firm Transportation Service	\$XXX.XX
Rate GS-S and GS-L, General Service	\$XXX.XX
Rate DGS, Distributed Generation Service	\$XXX.XX
Rate FT-S and FT-L, Firm Transportation Service	\$XXX.XX
Rate IT, Interruptible Transportation Service	\$x.xxxxxx/CCF
Rate GGIT, Gas Generation Interruptible Transportation Rate	\$x.xxxxxx/CCF

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

**PFN EXHIBIT 4 – TYPICAL BILL COMPARISON**

DUKE ENERGY OHIO  
CASE NO. 12-1685-GA-AIR  
TYPICAL BILL COMPARISON

(GAS SERVICE)

DATA: 3 MONTHS WEATHER NORMAL ACTUAL & 9 MONTHS ESTIMATED  
TYPE OF FILING: "X" ORIGINAL UPDATED REVISED  
WORK PAPER REFERENCE NO(S):

SCHEDULE E-5  
PAGE 1 OF 4  
WITNESS:  
J. A. RIDDLE

LINE NO.	RATE CODE	LEVEL of DEMAND (A)	LEVEL of USE (B) (MCF)	BILL DATA INCL ALL RIDERS		LESS COST of GAS (1)		GAS COST (2)(3) & XTAX (G)	TOTAL CURRENT BILL (C + G) (H)	TOTAL PROPOSED BILL (D + G) (I)	PERCENT INCREASE (I-H)/H (J)
				CURRENT BILL & XTAX (C) (\$)	PROPOSED BILL & XTAX (D) (\$)	DOLLAR INCREASE (D - C) (E) (\$)	PERCENT INCREASE (E / C) (F) (%)				
1	(RS)	Not	1	35.18	36.19	1.01	2.9	8.20	41.38	42.39	2.4
2	RESIDENTIAL	Applicable	3	36.23	39.30	3.07	8.5	18.60	54.83	57.90	5.6
3			6	37.81	43.96	6.15	16.3	37.21	75.02	81.17	8.2
4			8	38.86	47.06	8.20	21.1	49.61	88.47	96.67	9.3
5			10	39.91	50.17	10.26	25.7	62.01	101.92	112.18	10.1
6			12	40.96	53.27	12.31	30.1	74.41	115.37	127.58	10.7
7			16	43.08	59.48	16.40	38.1	99.22	142.30	158.70	11.5
8			20	45.18	65.69	20.51	45.4	124.02	169.20	189.71	12.1
9			30	50.44	81.19	30.75	61.0	186.03	236.47	267.22	13.0
10			40	55.69	96.70	41.01	73.6	248.04	303.73	344.74	13.5
11			50	67.74	139.35	71.61	105.7	310.05	377.79	449.40	19.0
12			60	79.76	181.99	102.23	128.2	372.07	451.83	554.06	22.6
13			80	103.81	267.26	163.45	157.6	496.09	599.90	763.35	27.2
14			100	127.87	352.54	224.67	175.7	620.11	747.98	972.65	30.0
15	(RFT)		1	35.18	36.19	1.01	2.9	(0.01)	35.17	36.18	2.9
16	RESIDENTIAL FIRM		3	36.20	39.27	3.07	8.5	(0.04)	36.16	39.23	8.5
17	TRANSPORTATION		6	37.76	43.91	6.15	16.3	(0.08)	37.68	43.83	16.3
18			8	38.78	46.98	8.20	21.1	(0.10)	38.68	46.88	21.2
19			10	39.81	50.07	10.26	25.8	(0.13)	39.68	49.94	25.9
20			12	40.85	53.16	12.31	30.1	(0.16)	40.69	53.00	30.3
21			16	42.93	59.33	16.40	38.2	(0.21)	42.72	59.12	38.4
22			20	44.99	65.50	20.51	45.6	(0.26)	44.73	65.24	45.9
23			30	50.15	80.90	30.75	61.3	(0.39)	49.76	80.51	61.8
24			40	55.31	96.32	41.01	74.1	(0.52)	54.79	95.80	74.8
25			50	67.26	138.87	71.61	106.5	(0.65)	66.61	138.22	107.5
26			60	79.20	181.43	102.23	128.1	(0.79)	78.41	180.64	130.4
27			80	103.06	266.51	163.45	158.6	(1.05)	102.01	265.46	160.2
28			100	126.93	351.60	224.67	177.0	(1.31)	125.62	350.29	178.6

(1) INCLUDES RIDERS AMRP, AU, UE-G, CCCR AND PIPP PLUS EXCISE TAX. RIDER AU RATE PER SETTLEMENT, SUBJECT TO CHANGE PER COMMISSION ORDER.

(2) EXPECTED GAS COST RATE EQUALS \$5.912/MCF FOR RATE RS.

(3) GAS SURCREDIT RIDER RATE EQUALS -\$0.012479/MCF FOR RATE RFT.

DUKE ENERGY OHIO  
CASE NO. 12-1685-GA-AIR  
TYPICAL BILL COMPARISON

(GAS SERVICE)

DATA: 3 MONTHS WEATHER NORMAL ACTUAL & 9 MONTHS ESTIMATED  
TYPE OF FILING: "X" ORIGINAL UPDATED REVISED  
WORK PAPER REFERENCE NO(S):

SCHEDULE E-5  
PAGE 2 OF 4  
WITNESS:  
J. A. RIDDLE

LINE NO.	RATE CODE	LEVEL of DEMAND (A)	LEVEL of USE (B) (MCF)	BILL DATA INCL ALL RIDERS		LESS COST of GAS (1)		GAS COST (2) & XTAX (G)	TOTAL CURRENT BILL (C + G)	TOTAL PROPOSED BILL (D + G)	PERCENT INCREASE (H) / (I) / (J)
				CURRENT BILL & XTAX (C)	PROPOSED BILL & XTAX (D)	DOLLAR INCREASE (D - C) (E)	PERCENT INCREASE (E / C) (F)				
				(\$)	(\$)	(\$)	(%)	(\$)	(\$)	(\$)	(%)
1	(GS-S)	Not	5	102.25	105.13	2.88	2.8	31.01	133.26	136.14	2.2
2	NON-RESIDENTIAL	Applicable	10	108.38	114.14	5.76	5.3	62.01	170.39	176.15	3.4
3			20	120.64	132.16	11.52	9.5	124.02	244.66	256.18	4.7
4			30	132.90	150.19	17.29	13.0	186.03	318.93	336.21	5.4
5			40	145.16	168.20	23.04	15.9	248.04	393.20	416.24	5.9
6			50	157.42	186.22	28.80	18.3	310.05	467.47	496.27	6.2
7			60	169.68	204.24	34.56	20.4	372.07	541.75	576.31	6.4
8			75	188.06	231.27	43.21	23.0	465.08	653.14	696.35	6.6
9			80	194.19	240.28	46.09	23.7	496.09	690.28	736.37	6.7
10			100	218.71	276.32	57.61	26.3	620.11	838.82	896.43	6.9
11			200	333.79	456.51	122.72	36.8	1,240.22	1,574.01	1,696.73	7.8
12			300	448.87	636.71	187.84	41.6	1,860.33	2,309.20	2,497.04	8.1
13			400	563.95	816.90	252.95	44.9	2,480.44	3,044.39	3,297.34	8.3
14	(GS-L)		400	726.12	874.78	148.66	20.1	2,480.44	3,208.56	3,355.22	4.6
15	NON-RESIDENTIAL		450	788.48	953.47	164.99	20.9	2,790.49	3,578.97	3,743.96	4.6
16			500	848.84	1,032.16	183.32	21.6	3,100.55	3,949.39	4,132.71	4.6
17			700	1,090.28	1,346.93	256.65	23.5	4,340.77	5,431.05	5,687.70	4.7
18			850	1,271.36	1,583.01	311.65	24.5	5,270.93	6,542.29	6,853.94	4.8
19			1,000	1,462.44	1,819.09	356.65	25.2	6,201.10	7,653.54	8,020.19	4.8
20			2,000	2,659.66	3,392.94	733.28	27.6	12,402.19	15,061.85	15,795.13	4.9
21			3,000	3,818.00	4,917.91	1,099.91	28.8	18,603.29	22,421.29	23,521.20	4.9
22			4,000	4,976.34	6,442.88	1,466.54	29.5	24,804.39	29,780.73	31,247.27	4.9
23			5,000	6,134.68	7,967.85	1,833.17	29.9	31,005.48	37,140.16	38,973.33	4.9
24			6,000	7,293.02	9,492.82	2,199.80	30.2	37,206.58	44,499.60	46,699.40	4.9
25			7,000	8,451.36	11,017.79	2,566.43	30.4	43,407.68	51,859.04	54,425.47	4.9
26			8,000	9,609.70	12,542.76	2,933.06	30.6	49,608.77	59,218.47	62,151.53	5.0

(1) INCLUDES RIDERS AMRP, AU, UE-G, CCCR AND PIPP PLUS EXCISE TAX. RIDER AU RATE PER SETTLEMENT, SUBJECT TO CHANGE PER COMMISSION ORDER.

(2) EXPECTED GAS COST RATE EQUALS \$5.912/MCF.

DUKE ENERGY OHIO  
CASE NO. 12-1685-GA-AIR  
TYPICAL BILL COMPARISON

(GAS SERVICE)

DATA: 3 MONTHS WEATHER NORMAL ACTUAL & 9 MONTHS ESTIMATED  
TYPE OF FILING: "X" ORIGINAL UPDATED REVISED  
WORK PAPER REFERENCE NO(S):

SCHEDULE E-6  
PAGE 3 OF 4  
WITNESS:  
J. A. RIDDLE

LINE NO.	RATE CODE	LEVEL of DEMAND (A)	LEVEL of USE (B) (MCF)	BILL DATA INCL ALL RIDERS		LESS COST of GAS (1)		GAS COST (2) & XTAX (G)	TOTAL CURRENT BILL	TOTAL PROPOSED BILL	PERCENT INCREASE (I-H)/H (J)
				CURRENT BILL & XTAX (C) (\$)	PROPOSED BILL & XTAX (D) (\$)	DOLLAR INCREASE (D - C) (E) (\$)	PERCENT INCREASE (E / C) (F) (%)		(C + G) (H) (\$)	(D + G) (I) (\$)	
1	(FT-S)	Not	5	102.20	105.08	2.88	2.8	(0.07)	102.13	105.01	2.8
2	NON-RESIDENTIAL	Applicable	10	108.29	114.05	5.76	5.3	(0.13)	108.16	113.92	5.3
3	FIRM TRANSPORTATION		20	120.45	131.97	11.52	9.6	(0.26)	120.19	131.71	9.6
4	SMALL		30	132.82	149.90	17.28	13.0	(0.39)	132.23	149.51	13.1
5			40	144.78	167.82	23.04	15.9	(0.52)	144.26	167.30	16.0
6			50	156.94	185.75	28.81	18.4	(0.65)	156.29	185.10	18.4
7			60	169.11	203.67	34.56	20.4	(0.79)	168.32	202.88	20.5
8			75	187.36	230.56	43.20	23.1	(0.98)	186.38	229.58	23.2
9			90	193.44	239.52	46.08	23.8	(1.05)	192.39	238.47	24.0
10			100	217.77	275.37	57.60	26.4	(1.31)	216.46	274.06	25.6
11			200	331.91	464.62	122.71	37.0	(2.82)	329.29	462.00	37.3
12			300	446.05	633.87	187.82	42.1	(3.93)	442.12	629.94	42.5
13			400	560.19	813.13	252.94	45.2	(5.24)	554.95	807.89	45.6
14	(FT-L)		400	724.34	870.99	146.65	20.2	(5.24)	719.10	865.76	20.4
15	NON-RESIDENTIAL		450	784.23	949.21	164.98	21.0	(5.89)	778.34	943.32	21.2
16	FIRM TRANSPORTATION		500	844.12	1,027.43	183.31	21.7	(6.54)	837.58	1,020.89	21.9
17	LARGE		700	1,083.68	1,340.31	256.63	23.7	(9.16)	1,074.52	1,331.16	23.9
18			850	1,263.35	1,574.97	311.62	24.7	(11.13)	1,252.22	1,563.84	24.9
19			1,000	1,443.02	1,809.83	366.81	25.4	(13.09)	1,429.93	1,796.54	25.6
20			2,000	2,640.80	3,374.04	733.24	27.8	(26.16)	2,614.62	3,347.86	28.0
21			3,000	3,789.70	4,889.57	1,099.87	29.0	(39.27)	3,750.43	4,850.30	29.3
22			4,000	4,938.60	6,405.10	1,466.50	29.7	(52.36)	4,886.24	6,352.74	30.0
23			5,000	6,087.50	7,920.63	1,833.13	30.1	(65.45)	6,022.05	7,856.18	30.4
24			6,000	7,236.40	9,436.16	2,199.76	30.4	(78.54)	7,157.66	9,357.62	30.7
25			7,000	8,385.30	10,951.89	2,566.59	30.6	(91.52)	8,293.68	10,860.07	30.9
26			8,000	9,534.20	12,467.22	2,933.02	30.8	(104.71)	9,429.49	12,362.51	31.1

(1) INCLUDES RIDERS AMRP, AU, UE-G,CCCR, STR, AND PIPP PLUS EXCISE TAX. RIDER AU RATE PER SETTLEMENT, SUBJECT TO CHANGE PER COMMISSION ORDER.  
(2) GAS SURCREDIT RIDER RATE EQUALS \$0.012479/MCF FOR RATE FT-S AND FT-L.

DUKE ENERGY OHIO  
CASE NO. 12-1685-GA-AIR  
TYPICAL BILL COMPARISON

(GAS SERVICE)

DATA: 3 MONTHS WEATHER NORMAL ACTUAL & 9 MONTHS ESTIMATED  
TYPE OF FILING: "X" ORIGINAL UPDATED REVISED  
WORK PAPER REFERENCE NO(S):

SCHEDULE E-5  
PAGE 4 OF 4  
WITNESS:  
J. A. RIDDLE

LINE NO.	RATE CODE	LEVEL of DEMAND (A)	LEVEL of USE (B) (MCF)	BILL DATA INCL ALL RIDERS		LESS COST of GAS (1)		GAS COST (2) & XTAX (G) (\$)	TOTAL CURRENT BILL (C + G) (H) (\$)	TOTAL PROPOSED BILL (D + G) (I) (\$)	PERCENT INCREASE (I-H)/H (J) (%)
				CURRENT BILL & XTAX (C) (\$)	PROPOSED BILL & XTAX (D) (\$)	DOLLAR INCREASE (D - C) (E) (\$)	PERCENT INCREASE (E / C) (F) (%)				
1	(IT)	Not	100,000	78,141.15	89,028.52	10,887.37	13.9		78,141.15	89,028.52	13.9
2	INTERRUPTIBLE	Applicable	200,000	155,549.97	177,324.72	21,774.75	14.0		155,549.97	177,324.72	14.0
3	TRANSPORTATION		300,000	232,958.79	265,620.91	32,662.12	14.0		232,958.79	265,620.91	14.0
4			400,000	310,367.61	353,917.10	43,549.49	14.0		310,367.61	353,917.10	14.0
5			500,000	387,776.43	442,213.29	54,436.86	14.0		387,776.43	442,213.29	14.0
6			600,000	460,002.89	527,101.87	67,098.98	14.0		460,002.89	527,101.87	14.0
7			1,000,000	774,820.53	883,694.25	108,873.72	14.1		774,820.53	883,694.25	14.1
8			1,200,000	928,638.17	1,060,286.64	131,648.47	14.1		928,638.17	1,060,286.64	14.1
9			1,500,000	1,161,864.63	1,325,175.21	163,310.58	14.1		1,161,864.63	1,325,175.21	14.1
10			1,800,000	1,394,091.09	1,590,063.79	195,972.70	14.1		1,394,091.09	1,590,063.79	14.1
11			2,000,000	1,548,908.73	1,766,656.16	217,747.46	14.1		1,548,908.73	1,766,656.16	14.1
12			2,500,000	1,935,952.83	2,208,137.14	272,184.31	14.1		1,935,952.83	2,208,137.14	14.1

(1) INCLUDES RIDERS AMRP, AU, STR PLUS EXCISE TAX. RIDER AU RATE PER SETTLEMENT, SUBJECT TO CHANGE PER COMMISSION ORDER.  
(2) EXPECTED GAS COST RATE EQUALS \$6.912/MCF.

## EXPLANATION OF METHODOLOGY FOR CHANGING RATES AND ILLUSTRATION OF EFFECT ON RATES

### ACCELERATED MAIN REPLACEMENT PROGRAM

Under its alternative rate plan for gas distribution service, Duke Energy Ohio will complete its Accelerated Main Replacement Program (AMRP) during the four-year period between 2012 and 2015. Duke Energy Ohio will continue its currently effective Rider AMRP to collect the incremental costs related to the AMRP. If the Company files a general gas rate case prior to completing the AMRP, the costs recovered through Rider AMRP will be transferred to the Company's base rates, the Rider AMRP rates will be re-set at zero, and Rider AMRP will remain in effect. Rider AMRP will be terminated when the Company files its first general gas rate case after 2015. At that time, all the costs related to the AMRP will be rolled into the Company's base rates.

Rider AMRP will also continue to recover costs for replacement of service head adapter-style risers consistent with the Company's Riser Replacement Program (RRP). Additionally, due to federal natural gas safety regulations, including but not limited to the new Distribution Integrity Management Program (DIMP), the Company is proposing to relocate natural gas meters currently situated inside a premises to a suitable external location. The meters to be relocated under this proposal are those associated with the services being replaced during the remainder of the AMRP. Relocating the meters to an external location will substantially reduce customer inconvenience as the Company will no longer have to enter a customer's premises to, among other things, conduct mandatory atmospheric corrosion inspections and leak surveys. Further the costs of compliance with such inspections and surveys will be reduced, thereby extending additional benefit to customers. Further, incorporating this relocation activity into a larger planned program is an economical means to complete it, thereby mitigating additional costs to the customer.

As currently designed, Rider AMRP is a rate mechanism that assesses a monthly charge to all customers receiving service under the Company's sales and transportation rate schedules. The purpose of the monthly charge is to charge, or credit, customers for the net change in revenue requirements attributable to the Company's AMRP. For most customers, this monthly charge is in addition to the customer charge component of the customer's applicable rate schedule.

Customers receiving service under Rate IT are assessed a throughput charge, in addition to their commodity delivery charge, to fund their allocated share of the AMRP.

The proposed revenue requirement calculation and the estimated revenue requirement for the remaining life of the AMRP rate mechanism, including risers, meter relocations and Company ownership of curb-to-meter service lines, are attached hereto as



PFN Tab 5 – Attachment 1. The proposed methodology computes the revenue requirement effect of both the return on, and return of, the net change in plant investment attributable to the AMRP and converts such amount into an annual revenue requirement according to traditional practice and financial data as initially approved by the Commission in Case No. 01-1228-GA-AIR and reaffirmed most recently in Case No. 07-589-GA-AIR.

The AMRP has resulted, and will continue to result, in a reduction in the annual costs to repair and maintain cast iron and bare steel mains and related service lines. The Company will continue to update the rate mechanism annually in order to reflect the impact on the Company's revenue requirements of net plant additions, as offset by: (1) reducing operation and maintenance expense; and (2) eliminating depreciation expense for the plant removed from service, during the prior twelve months ending each December 31.

Such adjustments to the rate mechanism will continue to become effective annually with the first billing cycle of May. The Company will make a preliminary filing under Rider AMRP after the Commission approves the continuation of Rider AMRP and will then file an application to recover plant investment incurred beginning with the March 31, 2012, date certain in this proceeding through December 31, 2012. The annual Rider AMRP filings will reflect the allocation of the required revenue increase based on the revenue distribution for each of the years of the new base rates, as approved in the Company's current rate proceeding. In subsequent years, the allocation will be made based on actual base revenues collected by rate class during the preceding calendar year, as has been the practice in previous Rider AMRP filings. For annual Rider AMRP filings after 2012, Duke Energy Ohio will make a preliminary filing in November of each year and an application the following February to recover AMRP-related costs incurred during the prior calendar year.

PFN Tab 5 – Attachment 1 illustrates how customers will receive a pass-through of the net reduction in approved maintenance costs that will result from the AMRP. The total annual revenue requirement is identified by summing the capital and operating revenue requirement amounts. Duke Energy Ohio proposes that Rider AMRP not contain any rate caps, so that each customer class pays its allocable share of the Rider AMRP revenue requirement.

In order to efficiently and economically replace existing mains, certain sections of plastic main, main-to-curb service lines, and curb-to-meter service lines may also be replaced. Such replacement may include short sections of plastic main previously installed to replace portions of a cast iron or bare steel main during a leak repair. The annual revenue requirement mechanism will reflect the depreciation expense on all of the new mains and service lines that Duke Energy Ohio installs to replace the cast iron and bare steel pipe, as well as all plastic pipe previously installed to repair prior main leaks. Conversely, customers will receive the benefit of a reduction in depreciation expense

attributable to the cast iron, bare steel and plastic mains, main-to-curb service lines, and curb-to-meter service lines that are removed from service. Duke Energy Ohio's Rider AMRP revenue requirement calculation will also reflect the net plant additions attributable to riser replacements during the prior twelve months ending each December 31. Riser-related investment, and associated costs, such as depreciation expense, will be detailed in the annual Rider AMRP revenue requirement calculation.

Duke Energy Ohio also assumes ownership of the curb-to-meter portion of the service line. Because risers are a component of the curb-to-meter service line, the Company assumes ownership of risers when assuming ownership of the curb-to-meter service lines. As was approved in Case No. 07-589-GA-AIR, Duke Energy Ohio will continue to capitalize the replacement cost of the curb-to-meter portion of the service, allowing the Company to recover its costs over the life of the service, and thus increase its rates gradually.

In the present proceeding, the Company will request that the Commission place into base rates the revenue requirement that the Company is currently recovering under the rate mechanism. The Rider AMRP rate mechanism will then be re-set to zero. The Company will complete the AMRP by December 31, 2015, during which time the Company will replace cast iron and bare steel pipe at an estimated remaining total cost of approximately \$214 million starting April 1, 2012, based on 2012 average cost per mile. Based upon the estimate submitted in February 2012 in Case No. 11-5809-GA-RDR, the fifteen-year project is coming in below overall, projected cost. If the Company files a general rate case before 2015, the revenue requirement associated with the AMRP and RRP will be included in the base rate calculation at that time and Rider AMRP will again be re-set to zero.

The following percentage increases for Rider AMRP are calculated based on the amounts of Duke Energy Ohio's proposed base rate increase, which will become effective upon Commission approval. These calculations assume approval of the Company's request to modify Rider AMRP to include the replacement of internal meters and include the cost of: (1) cast iron and bare steel main replacement; (2) replacing risers; and (3) assuming ownership of the curb-to-meter portion of the service line upon replacement. Rider AMRP will result in an increase in gas revenues estimated at \$20.8 million, average annual, for four years.

The estimated average annual amount of this increase per customer class is as follows: (1) Residential, \$11.5 million average annual; (2) General Service and Firm Transportation, \$7.7 million average annual; and (3) Interruptible Transportation, \$1.7 million average annual, for four years.

## ACCELERATED SERVICE REPLACEMENT PROGRAM

Duke Energy Ohio also proposes a new program to replace both pre-1971 coated steel main-to-curb and curb-to-meter service lines and other unprotected metallic main-to-curb and curb-to-meter service lines that are not otherwise covered under the AMRP. Through this ten-year Accelerated Service Replacement Program (ASRP), Duke Energy Ohio seeks to implement a proactive main-to-curb and curb-to-meter service replacement program much the same as the AMRP in order to further decrease the probability of an unprotected metallic service failure. Additionally, and again, predicated upon federal natural gas safety regulations, the Company is proposing to relocate natural gas meters currently located inside a customer's premises to a suitable location for those services being replaced under this program. Relocating the meters to a suitable exterior location will minimize customer intrusion and the costs associated with mandatory atmospheric corrosion and leak surveys. Rider ASRP will allow the Company to recover costs related to the ASRP on a timely basis through the use of a tracking mechanism. Duke Energy Ohio has proven the ability to properly manage such programs as confirmed by its proficient implementation of the AMRP. In addition, Duke Energy Ohio is proposing to take over ownership of all services replaced under the ASRP.

The Company will update the ASRP rate mechanism annually in order to reflect the impact on the Company's revenue requirements of net plant additions, as offset by: (1) reducing operation and maintenance expense; and (2) eliminating depreciation expense for the plant removed from service, during the prior twelve months ending each December 31. Such adjustments to the rate mechanism will continue to become effective annually with the first billing cycle of May. The Company will make a preliminary filing under Rider ASRP after the Commission approves the implementation of Rider ASRP and will then file an annual application to recover costs prudently incurred under the program. The annual Rider ASRP filings will reflect the allocation of the required revenue increase based on the revenue distribution for each of the years of the new base rates, as approved in the Company's current rate proceeding. In subsequent years, the allocation will be made based on actual base revenues collected by rate class during the preceding calendar year, as has been the practice in previous Rider AMRP filings. For annual Rider ASRP filings after 2013, Duke Energy Ohio will make a preliminary filing in November of each year and an application the following February to recover ASRP-related costs incurred during the prior calendar year. The timely completion of the ASRP will be accomplished via the same process as applied to the AMRP. Rider ASRP will increase revenue by an estimated \$22.1 million average annual, over the approximate ten-year life of the program. The estimated average annual amount of this increase per customer class is as follows: (1) Residential, \$20.3 million average annual; and (2) General Service and Firm Transportation, \$1.8 million average annual for ten years.

## RIDER ADVANCED UTILITY

The Company also proposes to continue its Advanced Utility Rider (Rider AU) to recover its natural gas-related grid modernization initiative as was approved in the Company's last gas rate case filed under Case No. 07-589-GA-AIR. Duke Energy Ohio's annual tracker update reflects the impact on the Company's revenue requirements of net plant additions due to grid modernization, as offset by reduced operations and maintenance expense.

In the present proceeding, the Company will request that the Commission place into base rates the revenue requirement that the Company is currently recovering under the Rider AU rate mechanism. The Rider AU rate mechanism will then be re-set to zero. The Company will complete the grid modernization by 2014, during which time the Company will have made necessary improvements for natural gas grid modernization initiative. Rider AU will increase revenue by an estimated \$7.7 million average annual, over the remaining three-year life of the program. The Company will continue filing applications under the rate mechanism until new rates are approved in the Company's first general gas rate case filed after 2014. If the Company files a general rate case before 2014, the revenue requirement associated with the Rider AU will be included in the base rate calculation at that time and Rider AU will again be re-set to zero.

## DEFERRALS (AMRP CAMERA INSPECTIONS AND GAS SITE REMEDIATION)

Consistent with Case No. 09-1097-GA-AAM, Duke Energy Ohio proposes to recover deferred costs associated with legacy camera inspections related to its AMRP. Beginning in 2008, the Company or its representative conducted legacy camera inspections of AMRP installations completed between April 2001 and May 2006. These inspections were done to ensure the absence of inadvertent sewer breeches during the performance of the AMRP. For installations after May 2006, the Company implemented a camera inspection process as part of the AMRP installation. Costs associated with the AMRP legacy camera work are currently being deferred pursuant to the Commission's order in Case No. 09-1097-GA-AAM. Duke Energy Ohio is proposing to amortize the total costs of approximately \$5 million, including deferrals and carrying charges, over a three-year period and recover said costs through its base rates as reflected in the revenue requirement requested in this case.

Finally, Duke Energy Ohio proposes to recover deferred costs associated with remediation of manufactured gas plant (MGP) sites as was approved in Case No. 09-712-GA-AAM. The MGP sites were plants formerly used by Duke Energy Ohio to provide service to its customers and customers previously received the benefits of these facilities when they were in operation. Due to changes in environmental regulations, these sites, which are still used by Duke Energy Ohio to serve customers, albeit no longer for the creation of manufactured gas, require remediation. Costs associated with the MGP remediation are currently being deferred pursuant to the Commission's order in Case No.

09-712-GA-AAM and approximate \$47 million. Duke Energy Ohio projects to incur an additional \$15 million in remediation costs, exclusive of carrying costs, through the remainder of the test year. Duke Energy Ohio is proposing to amortize the total costs of approximately \$65 million, including deferrals and carrying charges, over a three-year period and recover said costs through its base rates as reflected in the revenue requirement requested in this case.

**Duke Energy Ohio  
Rider AMRP  
Annualized Revenue Requirement**

<u>No.</u>	<u>Return on Investment- Mains</u>	<u>Estimate At</u> <u>12/31/2012</u>	<u>Estimate At</u> <u>12/31/2013</u>	<u>Estimate At</u> <u>12/31/2014</u>	<u>Estimate At</u> <u>12/31/2015</u>
1	Plant In-Service				
2	Additions:				
3	Mains	54,921,714	95,043,428	136,865,142	160,859,712
4	M-C Services	8,237,199	16,474,398	24,711,597	30,517,631
5	C-M Services	2,189,258	8,578,516	14,967,774	19,471,276
6					
7					
8	Total Additions	65,348,171	120,096,342	176,544,513	210,848,619
9	Original Cost Retired:				
10	Mains	(1,085,776)	(2,171,552)	(3,257,328)	(4,343,104)
11	M-C Services	(3,217,572)	(6,435,144)	(9,652,716)	(12,870,288)
12	Total Original Cost Retired	(4,303,348)	(8,606,696)	(12,910,044)	(17,213,392)
13	Total Plant In-Service	61,044,823	111,489,646	163,634,469	193,635,227
14	Less: Accumulation Provision for Depreciation				
15	Depreciation Expense	721,192	2,810,993	6,212,398	10,692,047
16	Cost of Removal	(387,300)	(774,601)	(1,161,902)	(1,549,203)
17	Original Cost Retired	(4,303,348)	(8,606,696)	(12,910,044)	(17,213,392)
18	Total Accumulated Provision for Depreciation	(3,969,456)	(6,570,304)	(7,859,548)	(8,070,548)
19	Net Regulatory Asset--Post In-Service Carrying Cost	1,917,970	3,499,607	5,095,811	6,007,425

**Duke Energy Ohio  
Rider AMRP  
Annualized Revenue Requirement**

20	Net Deferred Tax Balance--PISCC	(671,290)	(1,224,863)	(1,783,534)	(2,102,599)
21	Deferred Taxes on Liberalized Depreciation	(10,822,593)	(11,217,016)	(12,473,193)	(14,310,474)
22	Net Rate Base	55,438,366	109,117,678	162,333,101	191,300,127
23	<b>Proposed Pre-tax Rate of Return</b>	<b>11.27%</b>	<b>11.27%</b>	<b>11.27%</b>	<b>11.27%</b>
24	Annualized Return on Rate Base	6,247,904	12,297,562	18,294,940	21,559,524
25	<b>Operating Expenses</b>				
26	Annualized Provision for Depreciation For Additions				
27	Mains	1,083,715	1,875,397	2,700,623	3,174,084
28	M-C Services	283,360	566,719	850,079	1,049,807
29	C-M Services	75,310	295,101	514,891	669,812
30	Risers	-	-	-	-
31	Current Year Provision	1,442,385	2,737,217	4,065,593	4,893,703
32	Annualized Reduction in Depreciation For Retirements				
33	Mains	(25,635)	(51,269)	(76,904)	(102,538)
34	M-C Services	(100,757)	(201,515)	(302,273)	(403,030)
35	Total	(126,392)	(252,784)	(379,177)	(505,568)
36	Annualized Amortization of PISCC	37,833	71,910	106,862	128,677
37	Amortization of Deferred Expense	-	-	-	-

**Duke Energy Ohio  
Rider AMRP  
Annualized Revenue Requirement**

38	Meter Relocation Expenses	350,000	1,100,000	1,100,000	450,000
39	Annualized Property Tax Expense	1,437,522	2,578,344	3,716,645	4,307,045
40	Achieved Reduction in Mains--Maintenance Expense	(619,573)	(690,220)	(789,626)	(929,670)
41	<b>Annualized Revenue Requirement - Mains</b>	<b>8,769,679</b>	<b>17,842,029</b>	<b>26,115,237</b>	<b>29,903,711</b>

**Return on Investment - Risers**

42	Plant In-Service				
43	Additions:				
44	Risers	537,000	537,000	537,000	537,000
45	Total Plant In-Service	537,000	537,000	537,000	537,000
46					
47	Less: Accumulation Provision for Depreciation				
48	Depreciation Expense	9,000	18,000	27,000	36,000
49	Total Accumulated Provision for Depreciation	9,000	18,000	27,000	36,000
50	Net Regulatory Asset--Post In-Service Carrying Cost	16,000	(500)	(500)	(500)
51	Net Deferred Tax Balance--PISCC	(5,600)	175	175	175
52	Deferred Taxes on Liberalized Depreciation	(5,000)	(7,000)	(9,000)	(11,000)
53	Net Rate Base	533,400	511,675	500,675	489,675



**Duke Energy Ohio  
Rider AMRP  
Annualized Revenue Requirement**

54	<b>Proposed Pre-tax Rate of Return</b>	<b>11.27%</b>	<b>11.27%</b>	<b>11.27%</b>	<b>11.27%</b>
55	Annualized Return on Rate Base	60,114	57,666	56,426	55,186
56	<b><u>Operating Expenses</u></b>				
57	Annualized Provision for Depreciation For Additions				
58	Risers	44,000	44,000	44,000	44,000
59	Current Year Provision	44,000	44,000	44,000	44,000
60	Annualized Amortization of PISCC	500	0	0	0
61	Annualized Property Tax Expense	28,000	28,000	28,000	28,000
62	<b>Annualized Revenue Requirement-- Risers</b>	<b>132,614</b>	<b>129,666</b>	<b>128,426</b>	<b>127,186</b>
63	<b>Annualized Revenue Requirement-Total AMRP</b>	<b>8,902,293</b>	<b>17,971,695</b>	<b>26,243,663</b>	<b>30,030,897</b>

**Duke Energy Ohio  
Rider ASRP  
Annualized Revenue Requirement**

No.	<u>Return on Investment</u>	<u>Estimate At</u> <u>12/31/2013</u>	<u>Estimate At</u> <u>12/31/2014</u>	<u>Estimate At</u> <u>12/31/2015</u>	<u>Estimate At</u> <u>12/31/2016</u>	<u>Estimate At</u> <u>12/31/2017</u>	<u>Estimate At</u> <u>12/31/2018</u>	<u>Estimate At</u> <u>12/31/2019</u>	<u>Estimate At</u> <u>12/31/2020</u>	<u>Estimate At</u> <u>12/31/2021</u>	<u>Estimate At</u> <u>12/31/2022</u>
1	Plant In-Service	5,300,000	10,600,000	23,900,000	64,400,000	104,900,000	145,400,000	185,900,000	226,400,000	266,900,000	307,000,000
2	Additions:										
3	Main to Meter Services										
4	Total Additions	5,300,000	10,600,000	23,900,000	64,400,000	104,900,000	145,400,000	185,900,000	226,400,000	266,900,000	307,000,000
5											
6	Original Cost Retired:										
7	Main to Meter Services	(41,400)	(82,800)	(186,800)	(436,800)	(686,800)	(936,800)	(1,186,800)	(1,436,800)	(1,686,800)	(1,936,800)
8	Total Original Cost Retired	(41,400)	(82,800)	(186,800)	(436,800)	(686,800)	(936,800)	(1,186,800)	(1,436,800)	(1,686,800)	(1,936,800)
9	Total Plant In-Service	5,258,600	10,517,200	23,713,200	63,963,200	104,213,200	144,463,200	184,713,200	224,963,200	265,213,200	305,063,200
10	Less: Accumulation Provision for Depreciation										
11	Depreciation Expense	91,160	273,480	593,400	2,112,160	5,024,120	9,329,280	15,027,640	22,119,200	30,603,960	40,475,040
12	Cost of Removal	(3,726)	(7,452)	(16,812)	(39,312)	(61,812)	(84,312)	(106,812)	(129,312)	(151,812)	(174,312)
13	Original Cost Retired	(41,400)	(82,800)	(186,800)	(436,800)	(686,800)	(936,800)	(1,186,800)	(1,436,800)	(1,686,800)	(1,936,800)
14	Total Accumulated Provision for Depreciation	46,034	183,228	389,788	1,636,048	4,275,508	8,308,168	13,734,028	20,553,088	28,765,348	38,363,928
15	Net Regulatory Asset--Post In-Service Carrying Cost	155,555	307,864	690,104	1,860,896	3,002,811	4,095,303	5,162,807	6,193,106	7,166,199	8,130,347
16	Net Deferred Tax Balance--PISCC	(54,444)	(107,752)	(241,536)	(651,313)	(1,050,983)	(1,433,355)	(1,806,981)	(2,167,586)	(2,515,169)	(2,845,621)
17	Deferred Taxes on Liberalized Depreciation	(34,689)	(133,542)	(338,865)	(863,899)	(1,836,134)	(3,182,033)	(4,833,639)	(6,728,006)	(8,812,159)	(11,035,420)

**Duke Energy Ohio  
Rider ASRP  
Annualized Revenue Requirement**

18	Net Rate Base	5,278,988	10,400,542	23,433,115	62,672,836	100,053,386	135,634,947	169,501,359	201,707,626	232,306,723	260,948,578
19	Proposed Pre-tax Rate of Return	11.27%	11.27%	11.27%	11.27%	11.27%	11.27%	11.27%	11.27%	11.27%	11.27%
20	Annualized Return on Rate Base	594,942	1,172,141	2,640,912	7,063,229	11,276,017	15,286,059	19,102,803	22,732,449	26,180,968	29,408,905
21	<b>Operating Expenses</b>										
22	Annualized Provision for Depreciation For Additions										
23	Main to Meter Services	182,320	364,640	822,160	2,215,360	3,608,560	5,001,760	6,394,960	7,788,160	9,181,360	10,560,800
24	Current Year Provision	182,320	364,640	822,160	2,215,360	3,608,560	5,001,760	6,394,960	7,788,160	9,181,360	10,560,800
25	Annualized Reduction in Depreciation For Retirements										
26	Main to Meter Services	(1,424)	(2,848)	(6,426)	(15,026)	(23,626)	(32,226)	(40,826)	(49,426)	(58,026)	(66,626)
27	Total	(1,424)	(2,848)	(6,426)	(15,026)	(23,626)	(32,226)	(40,826)	(49,426)	(58,026)	(66,626)
28	Annualized Amortization of PISCC	4,869	9,738	21,956	59,162	96,368	133,574	170,780	207,986	245,192	282,030
29	Meter Relocation Expenses	175,000	175,000	385,000	1,325,000	1,325,000	1,325,000	1,325,000	1,325,000	1,325,000	1,315,000
30	Annualized Property Tax Expense	122,609	241,081	540,486	1,459,567	2,347,043	3,202,727	4,026,039	4,817,748	5,577,664	6,295,909
31	<b>Annualized Revenue Requirement</b>	<b>1,078,316</b>	<b>1,959,752</b>	<b>4,404,088</b>	<b>12,107,292</b>	<b>18,829,362</b>	<b>24,916,894</b>	<b>30,978,756</b>	<b>36,821,917</b>	<b>42,452,158</b>	<b>47,796,018</b>

**Duke Energy Ohio  
Rider AU  
Annualized Revenue Requirement**

<b><u>Return on Investment</u></b>	<b>Estimate At 12/31/2012</b>	<b>Estimate At 12/31/13</b>	<b>Estimate At 12/31/2014</b>
Total Plant In-Service	15,813,120	27,565,251	31,164,278
Less: Accumulated Provision for Depreciation	597,643	2,283,662	4,628,059
Net Regulatory Asset--Post In-Service Carrying Cost	420,629	712,039	758,574
Net Deferred Tax Balance--PISCC	(1,554,150)	(3,720,442)	(4,731,343)
Deferred Taxes on Liberalized Depreciation	(627,123)	(2,093,919)	(3,515,096)
Net Rate Base	13,454,833	20,179,267	19,048,354
Pre-tax Rate of Return	11.27%	11.27%	11.27%
Annualized Return on Rate Base	1,516,701	2,274,716	2,147,233
<b><u>Operating Expenses</u></b>			
Annualized Provision for Depreciation For Additions	1,195,287	2,176,752	2,512,041
Annualized Amortization of PISCC	28,042	20,840	6,382
Deferred O&M Expense and Carrying Costs	4,019,799	4,702,708	4,684,802
Incremental O&M Savings	-	(1,383,000)	(2,518,000)
Annualized Property Tax Expense	373,379	643,959	713,309
Annualized Operating Expenses - Subtotal	5,616,507	6,161,259	5,398,534
<b>Annualized Revenue Requirement</b>	<b>7,133,208</b>	<b>8,435,975</b>	<b>7,545,767</b>

SUMMARY OF DUKE ENERGY OHIO'S PROPOSED  
ALTERNATIVE RATE PLAN  
FOR GAS DISTRIBUTION SERVICE

Pursuant to R.C. Chapter 4929, Duke Energy Ohio proposes an alternative regulation plan for its gas distribution service. This alternative regulation plan consists of a rate recovery mechanism that will allow Duke Energy Ohio to track and recover, on an annual basis, the costs of completing its AMRP, including its RRP. As was most recently approved in Case No. 07-589-GA-AIR, Rider AMRP will continue to allow recovery of costs incurred for replacing service head adapter-style risers and for the Company to assume ownership of the curb-to-meter portion of the service line that is currently owned by customers. In this proceeding, Duke Energy Ohio is requesting to expand the Rider AMRP program to include relocation of natural gas meters located inside a customer's premises in response to federal natural gas safety regulations. These regulations, including DIMP, require periodic inspections of all natural gas piping leading up to the meter. Relocating the meters to a suitable exterior location will minimize customer intrusion and the costs associated with mandatory atmospheric corrosion and leak surveys.

Duke Energy Ohio initiated its AMRP program in 2001 to replace cast iron and bare steel pipe of 12-inch or less diameter in its distribution system. Such pipes are operated at low pressure due to their deteriorated condition, which allows water to seep into the pipes and cause outages. Further, Duke Energy Ohio often cannot detect leaks in this pipe until the surrounding soil is disturbed during construction. And cast iron and bare steel mains are susceptible to corrosion and graphitization, which are chemical reactions between the acid in the soil and the iron in the pipe. This makes the pipe more brittle and increases the probability of failure. Prior to 2001, Duke Energy Ohio had been operating pursuant to a cast iron and bare steel replacement program that was consistent with generally accepted industry practice. But under that industry practice, Duke Energy Ohio would have been replacing the mains and pipes over a substantial period of time. With the inception of the AMRP, Duke Energy Ohio planned to replace approximately: (1) 1,020 miles of cast iron mains, some as old as 1873; and (2) an aged 192-mile bare steel portion of its distribution system. As a direct result of the successful implementation of the initial program, the AMRP was expanded to include pipe in excess of 12 inches in diameter.

As was approved in the Company's last gas rate case, Duke Energy Ohio now also replaces the connecting customer-owned curb-to-meter metallic service lines and service head adapter-style risers, with such costs recovered under the AMRP. Duke Energy Ohio now capitalizes these costs because Duke Energy Ohio is assuming ownership of the curb-to-meter portion of the service line. Duke Energy Ohio proposes to continue these initiatives.

The AMRP has produced, and will continue to produce, substantial benefits by enhancing pipeline safety and reliability. Between 2001 and 2011, Duke Energy Ohio replaced approximately 941 miles of cast iron and bare steel mains and 91,200 services. The Company's annual leak rate has steadily trended downward, and will continue to do so. In 2002, Duke Energy Ohio repaired 6,223 leaks, while in 2011, Duke Energy Ohio repaired 5,015 leaks.

The expenses to operate and maintain the cast iron and bare steel mains will continue to decrease. Duke Energy Ohio will continue tracking this operating and maintenance decrease and will continue offsetting it against the main replacement costs. Customers therefore will continue to realize this cost savings on a current basis. To date, customers have realized approximately \$18.9 million in maintenance savings through Rider AMRP.

Rider AMRP is a rate adjustment mechanism that tracks the costs of the main replacement program on an annual basis. This tracking mechanism allows Duke Energy Ohio to recover the cost of the system improvement effort in a manner consistent with the traditional ratemaking process, but without the need for annual base rate cases. Specifically, beginning with a pre-filing notice in November and an updated actual filing in February of each year, the Company provides the Commission with: (1) the proposed construction plans for the coming year; (2) the actual construction results and corresponding costs for the prior year; and, (3) a calculation to derive a monthly firm service customer charge and a monthly interruptible service throughput charge. Duke Energy Ohio applies these charges to customers' bills until the charges are updated the following May, after the Commission approves the charges. Rider AMRP will not contain any rate caps, so that each customer class pays its allocable share of the Rider AMRP revenue requirement.

This rate mechanism enables Duke Energy Ohio to reduce the regulatory lag involved in recovering these capital expenditures. Duke Energy Ohio's only alternative is to recover these costs through a series of "pancaked" base rate cases over the next four years, filed as often as yearly. This would be an inefficient use of all parties' time and resources.

In this proceeding, Duke Energy Ohio also seeks approval to continue its grid modernization initiative, including its advanced utility rider (Rider AU) that recovers natural gas-related expenses relative to said initiative. The objectives of the grid modernization initiative for gas customers are to: (1) measure gas usage either in real-time or other time-measured increments; and (2) provide a centralized system to validate, edit, and estimate the data. There is strategic and tactical value in having daily and/or hourly information regarding Duke Energy Ohio's distribution system beyond the monthly read for billing purposes. To achieve these objectives, it is important to use a

technology or a blend of technologies to install advanced metering capabilities that include advanced communication systems between the meter and the utility.

The grid modernization initiative enables automatic meter reading that can provide hourly data on a daily basis for all customers. After full deployment, Duke Energy Ohio will realize savings due to fewer monthly meter reads and reduced costs associated with succession orders that meter readers currently perform. The Company expects to have fewer billing estimates due to improved accessibility. And the Company's Call Center will be able to resolve more billing inquiries on a first-call basis, with access to a customer's hourly/daily data and the ability to review a customer's load profile and usage activity. The Company will also continue its tracking mechanism in Rider AU to flow through to customers the savings related to the grid modernization initiative. By providing advanced metering, the communication infrastructure, and a meter data management system, Duke Energy Ohio can isolate metering from data storage, which makes it easier and less risky to change meter functions.

Once the grid modernization is fully deployed, customers will be able to receive more detailed usage information, to help them manage their gas usage during times of rising costs. This system will provide enhanced detection of tampering and theft of utility service. This additional capability and information should enhance customer satisfaction.

Duke Energy Ohio proposes to implement a new safety and reliability program to replace both pre-1971 coated steel main-to-curb and curb-to-meter service lines and other unprotected metallic main-to-curb and curb-to-meter service lines that are not otherwise covered under the AMRP. Through this proposed ASRP, Duke Energy Ohio seeks to implement a proactive main-to-curb and curb-to-meter service replacement program much the same as the AMRP in order to further decrease the probability of an unprotected metallic service failure. The ASRP is intended to address the remaining services, not otherwise covered under the AMRP, that have the highest potential for incidents.

The Company is proposing to implement a new rate recovery mechanism, Rider ASRP, to allow the Company to recover costs related to the ASRP on a timely basis through the use of a tracking mechanism. Duke Energy Ohio has proven the ability to properly manage such programs as confirmed by its proficient implementation of the AMRP. The timely completion of the ASRP will be accomplished via the same process as applied to the AMRP. The Company will update the rate mechanism annually in order to reflect the impact on the Company's revenue requirements of net plant additions. The Company will make a preliminary filing under Rider ASRP after the Commission approves the implementation of said rider. The annual Rider ASRP filings will reflect the allocation of the required revenue increase based on the revenue distribution for each of the years of the new base rates, as approved in the Company's current rate proceeding. In subsequent years, the allocation will be made based on actual base revenues collected

by rate class during the preceding calendar year, as has been the practice in previous Rider AMRP filings. For annual Rider ASRP filings after 2013, Duke Energy Ohio will make a preliminary filing in November of each year and an application the following February to recover ASRP-related costs incurred during the prior calendar year

In addition, Duke Energy Ohio is proposing to take over ownership of all services replaced under the ASRP. The assumption of ownership of such services is in the best interest of our customers and the general public in that these services would then be included in any ongoing Company inspection and/or survey programs. The overall goal is to improve upon the safety and reliability of the natural gas distribution infrastructure.

Duke Energy Ohio's alternative rate plan meets several of the state policy goals set forth in R.C. 4929.02 in that the plan: (1) promotes the availability to consumers of adequate, reliable, and reasonably priced service (R.C. 4929.02 (A)(1)); (2) is an innovative program and provides cost-effective supply services (R.C. 4929.02 (A)(4)); (3) enables Duke Energy Ohio to support distributed generation, thus recognizing the continuing emergence of competitive natural gas markets through the development of and implementation of flexible regulatory treatment (R.C. 4929.02 (A)(6)); (4) by allowing Duke Energy Ohio to upgrade its distribution system in an efficient manner, it enhances the state's competitiveness in the global economy (R.C. 4929.02 (A)(10)); (5) will tend to minimize the costs and time involved in the regulatory process (R.C. 4929.01(A)(6)); (6) tends to assess the cost of natural gas service to the customers who cause the costs to be incurred (R.C. 4929.01(A)); (7) will help Duke Energy Ohio continue to provide efficient, high quality service, while mitigating costs to maintain the distribution system (R.C. 4929.01(A)); and, (8) by providing for timely recovery of costs, offers incentives to Duke Energy Ohio to enhance the quality of its distribution service.



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**MOTION OF  
DUKE ENERGY OHIO, INC.,  
TO SET TEST PERIOD AND DATE CERTAIN UNDER R. C. 4909.15(C)  
AND FOR WAIVER OF CERTAIN FILING  
REQUIREMENTS CONTAINED IN O.A.C. 4901-7-01**

---

**BEFORE**

**THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of	)	
Duke Energy Ohio, Inc., for an	)	Case No. 12-1685-GA-AIR
Increase in Gas Rates.	)	
In the Matter of the Application of	)	
Duke Energy Ohio, Inc., for Tariff	)	Case No. 12-1686-GA-ATA
Approval.	)	
In the Matter of the Application of	)	
Duke Energy Ohio, Inc., for Approval	)	Case No. 12-1687-GA-ALT
of an Alternative Rate Plan for Gas	)	
Distribution Service.	)	
In the Matter of the Application of	)	
Duke Energy Ohio, Inc., for Approval	)	Case No. 12-1688-GA-AAM
to Change Accounting Methods.	)	

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**MOTION OF DUKE ENERGY OHIO, INC.,  
TO SET TEST PERIOD AND DATE CERTAIN UNDER R.C. 4909.15(C)  
AND FOR WAIVER OF CERTAIN FILING  
REQUIREMENTS CONTAINED IN O.A.C. 4901-7-01**

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Comes now Duke Energy Ohio, Inc. (Duke Energy Ohio or Company), by and through counsel, and, as the Applicant herein, states that it plans to file an application for approval of an increase in its natural gas distribution rates on or about July 9, 2012. In connection with its application, Duke Energy Ohio respectfully requests that the Public Utilities Commission of Ohio (Commission): (1) issue an order, pursuant to R.C. 4909.15(C), allowing Duke Energy Ohio to use a test period of January 1, 2012, through December 31, 2012, with a date certain of March 31, 2012; and, (2) grant Duke Energy Ohio a waiver, pursuant to O.A.C. 4901-7-01, from certain filing requirements contained in O.A.C. 4901-7-01, Appendix A.

The grounds for this motion are set forth in the accompanying memorandum.

Respectfully submitted,

DUKE ENERGY OHIO, INC.



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*Attorneys for Duke Energy Ohio, Inc.*

## **MEMORANDUM IN SUPPORT**

### **I. Test Period and Date Certain**

Duke Energy Ohio intends to file an application for an increase in rates for its natural gas distribution service on or about July 9, 2012. The Company proposes to use the twelve months ending December 31, 2012, as the test year for the filing. Because Duke Energy Ohio uses a calendar year reporting period for its financial results and prepares detailed quarterly financial reports, it is reasonable for Duke Energy Ohio to submit three months of actual financial data that coincides with the end of a quarterly reporting period. This quarterly financial data is subject to more rigorous internal review because it is used for various reporting purposes and, therefore, is a better basis for establishing new rates, as compared with the statutorily predetermined period. The quarterly financial data that Duke Energy Ohio would use for a July 9, 2012, application is the financial data for the quarter ending March 31, 2012.

Under R.C. 4909.15(C), the test period shall be the six months prior to the filing date and the six months after the filing date, unless otherwise ordered by the Commission. Duke Energy Ohio respectfully requests that the Commission issue an order providing that, if Duke Energy Ohio files for an increase in rates for its natural gas distribution service on or about July 9, 2012, the test period will be the twelve months ending December 31, 2012. This would coincide with Duke Energy Ohio using three months of actual quarterly financial data for the period ending March 31, 2012, and it will provide the Company the certainty it needs to prepare financial data for its application. A date certain of March 31, 2012, will also be reasonable as the end date of the three months of actual quarterly financial data to be relied upon.

## **II. Request for Waivers Under O.A.C. 4901-7-01**

Pursuant to O.A.C. 4901-7-01, the Commission may grant a utility a waiver from the standard filing requirements for an application for an increase in rates for good cause shown. In determining whether good cause exists for a waiver, the Commission is guided by the following:

- (A) A request for waiver of any of the provisions of the standard filing requirements must set forth the specific reasons in support of the request. The commission shall grant the request for a waiver upon good cause shown by the utility. In determining whether good cause has been shown, the commission shall give due regard, among other things, to:
  - (i) Whether other information, which the utility would provide if the waiver is granted, is sufficient so that the commission staff can effectively and efficiently review the rate application.
  - (ii) Whether the information, which is the subject of the waiver request, is normally maintained by the utility or reasonably available to it from the information which it maintains.
  - (iii) The expense to the utility in providing the information, which is the subject of the waiver request.<sup>1</sup>

Duke Energy Ohio respectfully requests, to the extent necessary, that the Commission grant it a waiver, pursuant to O.A.C. 4901-7-01, from certain filing requirements set forth in O.A.C. 4901-7-01, Appendix A, Chapter II, only insofar as said requirements relate to the Company's electric utility operations and employee classification. Duke Energy Ohio submits that good cause exists for the aforementioned waivers and respectfully requests that the Commission grant the Company a waiver from the standard filing requirements discussed more fully below.

Information related to the Company's electric utility operations is not relevant to these proceedings and is subject to the Commission's review in the context of an electric distribution

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<sup>1</sup> O.A.C. 4901-7-01, Appendix A, Chapter II, Section (A)(4)(d).

rate case. As such, good cause exists to grant a waiver, in these proceedings, from the filing requirements that pertain to the Company's electric distribution operations.

Duke Energy Ohio also respectfully requests that the Commission grant it a waiver, pursuant to O.A.C. 4901-7-01, from certain filing requirements set forth in O.A.C. 4901-7-01, Appendix A, Chapter II, relating to payroll analysis by employee classification/payroll distribution. In support thereof, Duke Energy Ohio states that its financial system has changed such that it cannot provide detail between exempt and non-exempt employees. This information is no longer available and cannot be reasonably obtained from the information the Company currently maintains. Thus, to the extent "employee classification" may be defined as including both exempt and non-exempt status, thereby requiring an analysis predicated upon said interpretation, Duke Energy Ohio seeks a waiver from this requirement. Duke Energy Ohio commits to providing the payroll analysis in respect of the two employee classifications of union and non-union. In this respect, the limited waiver requested here will not prejudice the parties in that payroll analyses will be produced.

The narrow scope of the waivers as requested herein will not prejudice any party of record in their review and evaluation of Duke Energy Ohio's application. On the contrary, by not unnecessarily complicating the docket with irrelevant information, an efficient and expeditious review is ensured.

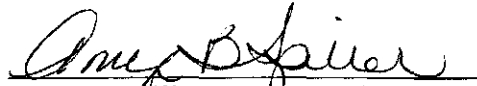
### **III. Conclusion**

For the reasons set forth herein, Duke Energy Ohio, Inc., respectfully requests that the Public Utilities Commission of Ohio grant its request to set a test period for the twelve months ending December 31, 2012, with a date certain of March 31, 2012, and its request for waiver

from certain of the Commission's standard filing requirements, set forth in O.A.C. 4901-7-01, as discussed herein.

Respectfully submitted,

DUKE ENERGY OHIO, INC.



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Deputy General Counsel

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*Attorneys for Duke Energy Ohio, Inc.*



JULIE S. JANSON  
President

Duke Energy Ohio, Inc.  
Duke Energy Kentucky, Inc.  
139 E. Fourth Street  
EA503  
Cincinnati, OH 45202

June 7, 2012

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

To Whom it May Concern:

This letter is to inform you of Duke Energy Ohio, Inc.'s (Duke Energy Ohio or Company) intent to file, with the Public Utilities Commission of Ohio, an application relating to our gas service. The application will propose an increase in the current rates and charges for natural gas service. The application will also propose an alternative rate plan for our natural gas service, seeking the same provisions discussed below.

Duke Energy Ohio will make this filing in approximately 30 days and will seek a \$44.6 million increase in base rates that translates to an approximate 6.6 percent increase in overall customer bills. Our last base rate increase occurred in 2008. We anticipate that the new rates will become effective in the first quarter of 2013, following public hearings conducted by the Commission. In the application, Duke Energy Ohio will propose to continue a capital expenditures tracker, known as Rider AMRP – Accelerated Main Replacement Program, to allow Duke Energy Ohio to continue to make filings to annually update charges to recover the cost of replacing its cast iron and bare steel gas main lines, and related service lines, as more fully described below. Duke Energy Ohio proposes that Rider AMRP not contain any rate caps, so that each customer class can pay its allocable share of the Rider AMRP revenue requirement.

In 2001, Duke Energy Ohio started a significant construction program to improve customer safety and system reliability, capture operational efficiencies, reduce operation and maintenance expenses, and prepare the distribution system to accommodate new markets and emerging technologies. The goal of this project is to replace cast iron and bare steel distribution mains and related service lines. Duke Energy Ohio expects to complete the program in the next four years, or by December 31, 2015.

The bare steel gas mains, consisting of 192 miles of Duke Energy Ohio's gas main distribution system as of 2001, are significantly aged. These mains operate at very low pressure, which increases the potential for outages. Duke Energy Ohio will also replace approximately 1,020 miles of cast iron mains, some dating to circa 1873. These gas mains are more susceptible to breaks than coated steel and plastic gas mains.

Duke Energy Ohio's main replacement program has been quite successful to date. During the period from 2001 through 2011, the Company replaced approximately 815 miles of cast iron and 126 miles of bare steel gas mains. In 2002, Duke Energy Ohio repaired 6,223 leaks, while in 2011 Duke Energy Ohio repaired 5,015 leaks. The lower leak rate has improved public safety and led to a decrease in Duke Energy Ohio's maintenance expense. Since 2001, Duke Energy Ohio has used Rider AMRP to credit customers with approximately \$18.9 million in maintenance savings resulting from this program.



Duke Energy Ohio seeks to expand Rider AMRP to allow it to recover costs for relocating natural gas meters inside a customer's premises to a suitable external location in response to federal natural gas safety regulations that require periodic physical inspections. The relocation of the internal meters to a suitable external location will minimize customer inconvenience while increasing efficiency and mitigating costs by eliminating the need to enter a customer's premises to conduct the necessary safety inspections. The projected revenue requirement for Rider AMRP over the next four years will range from approximately \$8.9 million in the first year to \$30.0 million in the fourth year.

Duke Energy Ohio also seeks to continue its tracker (Rider AU) to recover costs for the Company's grid modernization initiative, which will provide Duke Energy Ohio and customers with better information about usage. We will also be able to reduce our costs for reading meter and customers will benefit because of reduced operation and maintenance expense. The Company will also use the tracking mechanism to flow through to customers the savings related to the grid modernization initiative. The projected revenue requirement for Rider AU over the next three years will range from approximately \$7.1 million in the first year to \$7.5 million in the third year.


Duke Energy Ohio is also seeking to implement a new safety and reliability program to replace both pre-1971 coated steel main-to-curb and curb-to-meter service lines and other unprotected metallic main-to-curb and curb-to-meter service lines that are not otherwise covered under the AMRP. Through this proposed Accelerated Service Replacement Program (ASRP), Duke Energy Ohio seeks to implement a proactive main-to-curb and curb-to-meter service replacement program much the same as the AMRP in order to further decrease the probability of an unprotected metallic service failure. The ASRP program is intended to address the remaining services, not otherwise covered under the AMRP, that have the highest potential for incidents. Additionally and again predicated upon federal natural gas safety regulations, the Company is proposing to relocate natural gas meters currently inside a customer's premises to a suitable external location for those services being replaced under this program. The Company is proposing to implement a new rate recovery mechanism, Rider ASRP, to allow the Company to recover costs related to the ASRP on a timely basis through the use of a tracking mechanism. The projected revenue requirement for Rider ASRP over the next ten years will range from approximately \$1.1 million in the first year to \$47.8 million in the tenth year.

Duke Energy Ohio proposes to recover deferred costs associated with legacy camera inspections related to its AMRP. Beginning in 2008, the Company or its representative conducted legacy camera inspections of AMRP installations completed between April 2001 and May 2006. These inspections were done to ensure the absence of inadvertent sewer breeches during the performance of the AMRP. For installations after May 2006, the Company implemented a camera inspection process as part of the AMRP installation. Costs associated with the AMRP legacy camera work are currently being deferred pursuant to the Commission's order in Case No. 09-1097-GA-AAM. Duke Energy Ohio is proposing to amortize the total costs of approximately \$5 million, including deferrals and carrying charges, over a three-year period and recover said costs through its base rates as reflected in the revenue requirement requested in this case.

Finally, Duke Energy Ohio proposes to recover deferred costs associated with remediation of manufactured gas plant (MGP) sites as was approved in Case No. 09-712-GA-AAM. The MGP sites were plants formerly used by Duke Energy Ohio to provide service to its customers and customers previously received the benefits of these facilities when they were in operation. Due to changes in environmental regulations, these sites, which are still used by Duke Energy Ohio to serve customers, albeit no longer for the creation of manufactured gas, require remediation. Costs associated with the MGP remediation are currently being deferred pursuant to the Commission's order in Case No. 09-712-GA-AAM and approximate \$47 million. Duke Energy Ohio projects to incur an additional \$15 million in remediation costs, exclusive of carrying costs, through the remainder of the test year. Duke Energy Ohio is proposing to amortize the total costs, approximating \$65 million, including deferrals and carrying charges, and recover said costs through its base rates over a three-year period as reflected in the revenue requirement requested in this case.

These new rates are applicable to all of Duke Energy Ohio's natural gas customers. Enclosed is a list of the proposed new rates. These rates are subject to change after the Commission holds public evidentiary hearings. While this letter is a formal notice to you, in accordance with applicable utility laws, we also have representatives available to discuss our rate proposals in more detail. To discuss any specific questions you may have, please call Don Wathen at (513) 287-2327.

Very truly yours,



Julie S. Janson

DUKE ENERGY OHIO, INC.

NOTICE OF INTENT TO FILE

This document constitutes Duke Energy Ohio's Notice of Intent to file for an increase in gas rates, an application for tariff approval, an application for an alternative rate plan for its gas distribution service, and a related application to change accounting methods.

SERVICE AREA INCLUDED

The entire gas service area of Duke Energy Ohio will be included in the application for an increase in gas rates, the application for tariff approval, the application for an alternative rate plan for its gas distribution service, and the related application to change accounting methods.

THE PROPOSED TEST YEAR AND DATE CERTAIN

Test Year – Twelve Months ending December 31, 2012

Date Certain – March 31, 20012

**DUKE ENERGY OHIO, INC.**

**CASE NO. 12-1685-GA-AIR  
CASE NO. 12-1686-GA-ATA  
CASE NO. 12-1687-GA-ALT  
CASE NO. 12-1688-GA-AAM**

**SUMMARY OF PROPOSED RATES**

<u>Rate RS</u>		<u>Current</u>	<u>Proposed</u>	
Fixed Delivery Service Charge		\$25.33	\$33.03	Per Month
Usage Based Charge				
First 400 CCF		\$0.032728	\$0.130477	Per CCF
Additional CCF		\$0.097278	\$0.389097	Per CCF
<u>Rate RSLI</u>		<u>Current</u>	<u>Proposed</u>	
Fixed Delivery Service Charge		\$21.33	\$29.03	Per Month
Usage Based Charge				
All CCF		\$0.032728	\$0.130642	Per CCF
<u>Rate RFT</u>		<u>Current</u>	<u>Proposed</u>	
Fixed Delivery Service Charge		\$25.33	\$33.03	Per Month
Usage Based Charge				
First 400 CCF		\$0.032728	\$0.130477	Per CCF
Additional CCF		\$0.097278	\$0.389097	Per CCF
<u>Rate RFTLI</u>		<u>Current</u>	<u>Proposed</u>	
Fixed Delivery Service Charge		\$21.33	\$29.03	Per Month
Usage Based Charge				
All CCF		\$0.032728	\$0.130642	Per CCF
<u>Rate GS-S</u>		<u>Current</u>	<u>Proposed</u>	
Fixed Delivery Service Charge		\$45.00	\$91.64	Per Month

<b><u>Rate GS-L</u></b>	Usage Based Charge All CCF	\$0.099452	\$0.154370	Per CCF
		<b><u>Current</u></b>	<b><u>Proposed</u></b>	
	Fixed Delivery Service Charge Usage Based Charge All CCF	\$180.00	\$226.64	Per Month
		\$0.104830	\$0.139784	Per CCF
<b><u>Rate FT-S</u></b>	Fixed Delivery Service Charge Usage Based Charge All CCF	<b><u>Current</u></b> \$45.00	<b><u>Proposed</u></b> \$91.64	Per Month
		\$0.099452	\$0.154370	Per CCF
<b><u>Rate FT-L</u></b>	Fixed Delivery Service Charge Usage Based Charge All CCF	<b><u>Current</u></b> \$180.00	<b><u>Proposed</u></b> \$226.64	Per Month
		\$0.104830	\$0.139784	Per CCF
<b><u>Rate IT</u></b>	Administrative Charge Commodity Charge All CCF	<b><u>Current</u></b> \$595.86	<b><u>Proposed</u></b> \$597.83	Per Month
		\$0.052690	\$0.080070	Per CCF
<b><u>Rate SSIT</u></b>				

Rate SSIT will be terminated. No customers have taken service under this rate. Rate SSIT applies to customers with gas-fired generation equipment.

**Rate GGIT**

Rate GGIT (Gas Generation Interruptible Transportation) is a new rate.

Rate GGIT applies to commercial gas-fired electric generators per the terms of the proposed tariff sheet.

The monthly Administrative Charge shall be equal to the monthly Administrative Charge under Rate IT.

Usage-based delivery charge:

- First 1,000,000 CCF/ month
- Next 500,000 CCF/ month
- Over 1,500,000 CCF/ month

- 100% of Rate IT Commodity Charge
- 75% of Rate IT Commodity Charge
- 60% of Rate IT Commodity Charge

**Rate FRAS**

Contains no charges. States terms and conditions for DE Ohio to provide service to suppliers to deliver gas on behalf of customers receiving firm transportation service under Rate RFT, RFTLL, FT-S, and FT-L.

**Rider NGV**

Rider NGV (Natural Gas Vehicle Fueling Rider) is a new rider.

Contains no charges. States terms and conditions for DE OH to provide service to operators of natural gas vehicle fueling equipment.

**Rider FRT**

Rider FRT (Facility Relocation - Mass Transportation) is a new rider.

Applicable to a request and/or requirement for the construction, removal, modification, or relocation of facilities, equipment, mains, or service piping related to the distribution or transmission of gas service when Duke Energy Ohio (Company), absent such request or requirement, would do otherwise, and where the recovery of additional expense for such request and/or requirement is not otherwise provided for pursuant to agreement between the Company and requesting entity. This rider becomes applicable when the said request/requirement is directly related to the construction and operation of any mode of mass transportation, including but not limited to, light rail, heavy rail, high-speed rail, street cars, subways, trolleys, trams or buses.

### **Rider AMRP**

All customers who receive service under Rates RS, RSLI, RFT, RFTLI, GS-S, GS-L, FT-S, and FT-L shall be assessed a monthly charge, in addition to the Fixed Delivery Service Charge or Administrative Charge component of their applicable rate schedule, that will enable the Company to recover the costs of the Company's cast iron, base steel and its riser replacement program. Customers receiving service under Rates IT and GGIT will be assessed a throughput charge in addition to their commodity delivery charge, also to fund the cast iron, bare steel, and riser replacement program.

Rider AMRP will be zero when the Commission approves the tariff. Current Rider AMRP revenues will be included in the Company's new base rates for gas delivery.

### **Rider ASRP**

Rider ASRP (Accelerated Service Replacement Program) is a new rider.

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

All customers receiving service under Rates RS, RSLI, RFT, RFTLI, GS-S, GS-L, FT-S, FT-L and 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 replace pre-1971 coated steel main to curb and curb to meter service lines and unprotected metallic main to curb and curb to meter service lines. In addition and where applicable, the Company will move meters from inside a structure to an acceptable location outside a structure for those services being replaced in conjunction with the in addition to their commodity delivery charge for that purpose.

Rider ASRP 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.



### Rider AU

Rider AU (Advanced Utility) will be zero when the Commission approves the tariff. Current Rider AU revenues will be included in the Company's new base rates for gas delivery.

### Reconnection

The reconnection charge is modified such that, if a customer voluntarily requests to disconnect gas service, and applies for reconnection within 8 months of the disconnection, the customer will be required to pay the Fixed Delivery Service Charge for each of the months during which the service was disconnected.

### Rider X

Contains no charges. Rider X (Main Extension Policy) states the terms and conditions under which the Company performs gas main extensions. The Company proposes various changes to Rider X in this filing.

### Rider ED

Rider ED (Economic Development Rider) is a new Rider.

The goal of the rider is to collect \$1 million per year towards the funding of economic development projects and activities in Duke Energy Ohio's southwestern Ohio (SW-OH) natural gas service territory. All funds will be spent in a manner consistent with the terms of eligibility and criteria described in the tariff sheet. Any unused funds from one year will roll over to the next year; however, the fund is not to exceed \$2 million. Annual adjustments, if necessary, will be made to the rider to keep the fund within the \$2 million cap.

The ED rate to be applied to all residential customer bills beginning with the January 2013 revenue month is \$0.0012900 per CCF.  
The ED rate to be applied to all non-residential customer bills beginning with the January 2013 revenue month is \$1.50 per month.

Note: None of the Company's other riders applicable to the above rate schedules will be materially changed as a result of the Company's filing.

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LAST DUKE ENERGY OHIO, INC. GAS RATE CASE  
CASE NO. 07-589-GA-AIR

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