

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Duke)	
Energy Ohio, Inc., for Approval of a)	
General Exemption of Certain Natural)	Case No. 21-903-GA-EXM
Gas Commodity Sales Services or)	
Ancillary Services.)	

In the Matter of the Application of Duke)	
Energy Ohio, Inc., for Tariff Approval.)	Case No. 21-904-GA-ATA

In the Matter of the Application of Duke)	
Energy Ohio, Inc., for Approval to)	Case No. 21-905-GA-AAM
Change Accounting Methods.)	

APPLICATION

In accordance with Revised Code (R.C.) Sections 4929.04 and 4929.11 and Ohio Administrative Code (O.A.C.) Rules 4901:1-19-03 and 4901:1-13-11(D), Duke Energy Ohio, Inc., (Duke Energy Ohio or Company) submits that it, the applicant in these proceedings, is a natural gas company as defined in R.C. 4905.03(E). Duke Energy Ohio provides service to approximately 440,000 natural gas customers in the state of Ohio, all of whom are expected to be affected by this Application.

Duke Energy Ohio submits this Application pursuant to R.C. 4929.04, for approval of an exemption from the chapters and sections of the Revised Code specified in R.C. 4929.04, for the provision of all commodity sales services through a Standard Service Offer (SSO) auction structure. This exemption will affect customers served by the following Rate Schedules: Residential Service, General Service–Small, Residential Firm Transportation Service, Residential Service Low Income, General Service–Large, and Residential Firm Transportation Service–Low

Income. Application Exhibits I through IX are attached to this Application and are incorporated herein.

This Application is also submitted pursuant to R.C. 4929.11 for approval of the proposed Standard Service Offer Rider (Rider SSO), Standard Service Offer Rate (Rider SSOR), SSO Cost Reconciliation Rider (Rider SSOCR), Standard Service Offer Service (Rate SSOS), and Auction Transition Cost Rider (Rider ATC).

- The purpose of Rider SSO is to replace the Company's current Gas Cost Recovery rider (Rider GCR) and the rider's terms will detail how the SSO price will be determined.
- The purpose of Rider SSOR is to replace the Company's Gas Cost Recovery Rate (Rider GCRR). Rider SSOR will show the calculated monthly SSO rate for non-shopping customers.
- The purpose of Rider SSOCR is to recover costs or refund overcollections for incremental costs associated with providing service under the Company's SSO, including, but not limited to, any incremental provider-of-last-resort costs, costs associated with managing the annual audit, adjustments to charges billed through the SSOR during prior periods, costs associated with storage and transportation costs needed to utilize storage, revenues and penalties received from Commission-approved balancing services, charges that Duke Energy Ohio pays to Duke Energy Kentucky for transportation across Duke Energy Kentucky's system, reconciliation of actual costs to SSO revenue, pipeline transportation charges and credits, and other costs or credits applicable to SSO service. Initially, Rider SSOCR will also be used to recover or pass back the Unrecovered Gas Cost Balance and Refunds remaining from the GCR mechanism. This rider will be updated quarterly.
- Rate SSOS describes the terms and conditions of how the SSO auction will be executed and the obligations of the Company and SSO suppliers for satisfying customer demand.
- The purpose of Rider ATC is to recover the prudently incurred costs to transition to the SSO.

This Application is also made pursuant to R.C. 4905.13, for all applicable accounting authority necessary to implement Riders SSOCR and ATC.

Finally, this Application is submitted pursuant to O.A.C. 4902:1-13-11(D) for approval of a bill format change for natural gas customers to include a price-to-compare message, consistent with the existing message for electric customers. In accordance with O.A.C. 4901:1-13-11(D), Duke Energy Ohio is providing, herewith, samples of new bills that will be sent to customers following approval by the Public Utilities Commission of Ohio (Commission).

SUMMARY OF APPLICATION

I. BACKGROUND

This Application is made pursuant to the Stipulation and Recommendation approved by the Commission in consolidated Case Nos. 14-0375-GA-RDR, *et al.*, and following a development process engaged in by Duke Energy Ohio's Stakeholder Group, which included commodity suppliers in Duke Energy Ohio's CHOICE program, the Office of the Ohio Consumers' Counsel (OCC), and various other stakeholders, including, but not limited to, industrial and commercial consumer groups and the Commission Staff (collectively, the Stakeholders or Stakeholder Group).

In compliance with the requirements of O.A.C. 4901:1-19-03, the following exhibits are submitted with the Application for approval:

Application Exhibit I:	Program Outline
Application Exhibit II:	Compliance with R.C. 4929.02,
Application Exhibit III:	Competitive Market Behavior, O.A.C. 4901:1-19-04(C)(2)
Application Exhibit IV:	Description of Exempted Services Requested
Application Exhibit V:	Proposed Code of Conduct
Application Exhibit VI:	Description of Dockets in Which Special Arrangements Are Filed Pursuant to R.C. 4905.31, Which Customers May Be Affected by the Application
Application Exhibit VII:	Scored Copy of Tariff Schedules
Application Exhibit VIII:	Rationale Underlying Proposed Tariff Changes
Application Exhibit IX:	Proposed Bill Format Changes

The Company has not identified any specific waivers that may be necessary to complete its transition to a SSO for default commodity service, but, to the extent the Commission determines specific waivers are necessary, the Company requests such approval as part of these proceedings.

II. OBJECTIVES

This Application seeks Commission approval of Duke Energy Ohio's proposal to implement a wholesale auction procedure to secure the gas supply required to serve its sales customers. Duke Energy Ohio will obtain gas supplies from alternative suppliers and, through Rider SSOR, pass the price of that gas on to its sales customers at a monthly rate called the SSO rate.

There are six primary objectives of Duke Energy Ohio's proposed wholesale auction process. With regard to these objectives, Duke Energy Ohio desires: (1) to maintain reliable service for all customers; (2) to establish clear and user-friendly administrative procedures; (3) to minimize operational complexities; (4) to create certainty and stability for all market participants; (5) to define the roles and responsibilities of all parties; and (6) to design and implement a wholesale auction to replace the current gas cost recovery (GCR) process and enable a smooth transition for customers.

III. RATIONALE

Implementation of the auction process will result in prices that are more reflective of the gas market than the current GCR mechanism. This will simplify the evaluation that customers make when considering the competitive gas supply choices available to them. Customer education efforts during the implementation of the auction process will begin, upon approval, to inform Duke Energy Ohio customers of the transition from the GCR service to

the provision of SSO service. It is expected that the auction process will increase supplier efforts to compete in Duke Energy Ohio's market and may encourage them to provide a greater variety of products to address customer needs. All of Duke Energy Ohio's non-shopping customers will be billed the auction-determined SSO price.

IV. APPROACH AND TIMELINE

Duke Energy Ohio will conduct a descending clock auction consistent with those conducted by the Dominion East Ohio Gas Company, CenterPoint Energy, Inc., and Columbia Gas of Ohio, Inc., as a result of the Commission's Orders in Case Nos. 05-474-GA-ATA, 07-1285-GA-EXM, and 08-1344-GA-EXM, respectively. The details of the auction are set out in the Program Outline. Duke Energy Ohio's GCR customers will become SSO customers, pursuant to the terms and conditions of the relevant proposed tariffs.

V. CUSTOMER EDUCATION

As set forth in R.C. 4929.02(A)(5), it is the policy of the state to "[e]ncourage cost-effective and efficient access to information regarding the operation of the distribution systems of natural gas companies in order to promote effective customer choice of natural gas services and goods." The Application will provide for customer education concerning the SSO's impact on customers' gas supply choices. Duke Energy Ohio will address customer education and other issues as needed to ensure that customers fully understand their options and that other issues are addressed as requested by participants.

VI. COST RECOVERY

Rider SSOR is a bypassable rider that will be updated monthly and will show the calculated rate resulting from adding the Retail Price Adjustment (RPA) from the auction to the New York Mercantile Exchange (NYMEX) closing price for the month in which the rate will be in effect, converted from a rate per dekatherm (Dth) to a burner-tip rate per Ccf by applying the

system loss factor and rolling 12-month average BTU. This rate will apply to Rates RS, RSLI, GS-S and GS-L.

Rider SSOCR will be established as a bypassable rider to recover costs or refund overcollections for incremental costs associated with providing service under the Company's SSO, including, but not limited to, any incremental provider-of-last-resort costs, costs associated with managing the annual audit, adjustments to charges billed through the SSOR during prior periods, costs associated with storage and transportation costs needed to utilize storage, revenues and penalties received from Commission-approved balancing services, charges that Duke Energy Ohio pays to Duke Energy Kentucky for transportation across Duke Energy Kentucky's system, reconciliation of actual costs to SSO revenue, pipeline transportation charges and credits, and other costs or credits applicable to SSO service. Initially, Rider SSOCR will also be used to recover or pass back the Unrecovered Gas Cost Balance and Refunds remaining from the GCR mechanism. This rider will be updated quarterly and will be subject to annual audits by the Commission at its discretion. Because Rider SSOCR is bypassable to customers who are served by a retail supplier, the Company proposes to include an emergency provision such that Rider SSOCR could convert, for an interim time and with Commission authorization, to being non-bypassable if the percentage of customers who have switched to a competitive supplier exceeds ninety-percent of all natural gas customers of the Company. The Commission has approved a similar provision for the Company's electric standard service offer as part of its Supplier Cost Reconciliation Rider (Rider SCR). This circuit breaker provision is reasonable to protect customers in the event the Company's Choice Program experiences significant growth to the extent that there are few remaining customers left with the responsibility for a large under- or over-collection and therefore also to provide the Company with adequate cost recovery and ensure that there will be a default method

of supply for any customer that has a need to return to default service for any reason.

Rider ATC will recover the prudently incurred costs to transition to the SSO Auction structure and away from the GCR. Rider ATC will be non-bypassable for residential customers and bypassable for non-residential customers. Pursuant to the Stipulation and Recommendation approved in consolidated Case Nos. 14-0375-GA-RDR, *et al.*, the eligible transition costs include, but are not limited to, incremental external labor and consultants necessary to expedite preparation of this SSO Application and obtain approval thereof, customer education expenses related to the SSO transition, as well as any termination penalties for existing contracts used to manage the GCR process, including asset management agreements.¹

VII. GCR AUDITS AND LONG-TERM FORECAST REPORTS (LTFR)

Pursuant to R.C. 4929.04, Commission approval of this Application will relieve Duke Energy Ohio from, among other things, the statutory and rule requirements for GCR management performance and financial audits and LTFR filing requirements.

VIII. SSO AUCTION WORKING GROUP PROCESS

Duke Energy Ohio's Stakeholder Group will meet as needed throughout the development and implementation of the auction process. The Stakeholder Group will also meet as needed to determine the path forward after the first full year of an SSO auction. As part of this ongoing discussion, the Stakeholder Group will consider the results of an annual audit that will be conducted to review the costs and revenues arising from the implementation of the initial auction process.

¹ *In the Matter of the Application of Duke Energy Ohio, Inc., for an Adjustment to Rider MGP Rates*, Case No. 14-0375-GA-RDR, *et al.*, Stipulation and Recommendation, pp. 16-18 (August 31, 2021).

The required annual review of Duke Energy Ohio's Natural Gas Uncollectible Expense Rider (Rider UE-G) will be conducted and reported on the same schedule as the new annual SSO audit.

IX. APPROVAL OF NEW BILL FORMAT

Ohio Administrative Code Rule 4901:1-13-11(D) provides that "[a] gas or natural gas company proposing any new bill format shall file its proposed bill format with the commission for approval." As part of the stipulation in Case No. 14-0375-GA-RDR, *et al.*, the Company and settling parties agreed that the Company would propose a revision to its price-to-compare message on natural gas customer bills as follows: "In order for you to save money, a natural gas supplier must offer you a price lower than \$X.XX per Ccf for the same usage that appears on this bill."

Duke Energy Ohio is proposing to include this price-to-compare calculation on customer bills consistent with similar messages included on Company electric bills, in addition to the existing price-to-compare message required pursuant to O.A.C. 4901:1-13-11(B)(13) on all natural gas customer bills. Pursuant to O.A.C. 4901:1-13-11(D), Duke Energy Ohio is providing samples of new bills that will be sent to customers after Commission approval. The samples provided are for both shopping and non-shopping customers and are included as Attachments to the Direct Testimony of Sarah E. Lawler.

CONCLUSION

Duke Energy Ohio requests that the Commission consider the facts and proposals set forth in this Application and approve Duke Energy Ohio's request for an exemption. Duke Energy Ohio further requests that the Commission authorize Duke Energy Ohio to implement a wholesale auction procedure as early as possible so that, effective November 2022, Duke Energy Ohio may secure its commodity sales supply. Pursuant to R.C. 4929.04, Commission approval of this Application will relieve Duke Energy Ohio from the statutory and rule

requirements for GCR management performance and financial audits and LTFR filing requirements.

Respectfully submitted,

/s/ Rocco O. D'Ascenzo

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VERIFICATION

STATE OF OHIO)
)
COUNTY OF HAMILTON)

I, Amy B. Spiller, President of Duke Energy Ohio, Inc. and Duke Energy Kentucky, Inc., being first duly sworn, hereby verify that the information contained in this Application is true and correct to the best of my knowledge, information, and belief.



Amy B. Spiller

Sworn to and subscribed in my presence this 27th day of April 2022.



Notary Public

My commission expires: July 8, 2022



E. MINNA ROLFES-ADKINS
Notary Public, State of Ohio
My Commission Expires
July 8, 2022

DUKE ENERGY OHIO, INC.
SSO AUCTION TRANSITION

APPLICATION EXHIBIT I
PROGRAM OUTLINE

1. Introduction and Background

This Program Outline details Duke Energy Ohio's proposal as set forth in the Application. It is the result of a development process engaged in by Duke Energy Ohio's Stakeholder Group, which first met on September 14, 2021. The primary goals of the Stakeholder Group have been to educate interested parties regarding Duke Energy Ohio's anticipated migration to an SSO for natural gas and to explain and receive feedback for the proposed SSO structure for gas services in Duke Energy Ohio's service territory. This Program Outline describes how Duke Energy Ohio proposes to implement an SSO Auction process.

2. SSO Auction Transition Goals and Objectives

a. Goals.

The primary goals of the stakeholder process are to educate stakeholders and receive feedback for the development of a structure for gas services in Duke Energy Ohio's service territory that fulfills the state policies as to natural gas and natural gas service, as established in R.C. 4929.02.

b. Objectives.

- (i) To maintain reliable service for all customers.
- (ii) To establish clear and user-friendly administrative procedures.
- (iii) To minimize operational complexities.
- (iv) To create certainty and stability for all market participants.
- (v) To define roles and responsibilities of all parties.
- (vi) To design and implement a wholesale auction to replace the GCR and enable a smooth transition for customers.

3. SSO Auction Transition Calendar

August 31, 2021	Duke Energy Ohio Notice of Intent
April 27, 2022	Duke Energy Ohio Application for SSO Auction
July 12, 2022	Commission Hearing (tentative)

August 31, 2022	Commission Decision (tentative) ²
TBD	First SSO Auction
November 1, 2022	Delivery by SSO Suppliers for First SSO Period Commences
June 1, 2023	Direction provided by Commission Regarding Second Auction
January 2024	Second SSO Auction
April 1, 2024	Delivery by SSO Suppliers for Second SSO Period Commences

4. Standard Service Offer

- a. SSO Service will be a Commission-regulated sales service to be provided by Duke Energy Ohio that will replace Duke Energy Ohio's current GCR sales service. The Application to which this Program Outline is attached requests an exemption from the chapters and sections of the Revised Code specified in R.C. 4929.04, for the provision of all commodity sales service.
- b. Gas supply for Duke Energy Ohio's SSO Service will be provided to Duke Energy Ohio by SSO Suppliers who will be determined via an SSO Auction.

5. SSO Tariff Revisions

- a. Duke Energy Ohio submits contemporaneously with its Application proposed revisions to its tariff (Exhibit VII) that provide for the implementation of an SSO Service. The tariff revisions include the establishment of a new SSO Rider that replaces the current GCR Rider.
- b. At the time Duke Energy Ohio files tariffs for implementing the SSO Service, it will also file revisions to its tariff in recognition of the changes required in its Transportation Service and CHOICE Programs.

6. Timing of SSO Auctions

Duke Energy Ohio proposes to implement a consecutive one-and-one-half-year long SSO Period followed by a standard, repeatable one-year long SSO Period.

² A Commission decision any later than August 31, 2022, would require the start of delivery by SSO Suppliers to move from November 1, 2022, to April 1, 2023 in order to maintain the industry standard practice of beginning such services at the start of a winter season or a summer season. That standard practice ensures the lowest costs possible for customers and encourages maximum participation from potential bidders and suppliers. Further, the date shift to an April 1, 2023 delivery would be necessary because it will take no less than 60 days from the date of a Commission order to solicit bidders to participate in the auction, validate creditworthiness of bidders, conduct an auction, award transportation capacity, and provide training to winning SSO Suppliers.

First SSO Period:

- a. The SSO Auction for the First SSO Period will be conducted within three months following approval of this Application, with the intent for implementation by November 1, 2022.
- b. For customer billing purposes, the First SSO Period will begin with the November 2022 billing cycle, at which time the GCR rate will be replaced by the SSO rate. The SSO Suppliers' obligation to deliver gas supplies will commence November 1, 2022.
- c. The First SSO Period will end with the billing cycle for customer billing purposes, and on March 31, 2024 for the SSO Supplier gas delivery obligation.
- d. The winning bid price resulting from the SSO Auction will be subject to Commission approval. If the Commission does not approve the winning SSO Price, then the Commission shall provide Duke Energy Ohio direction regarding whether and when a follow-up auction for the First SSO Period should take place, taking into account important factors such as the need to begin storage injections in the month of April. If the Commission decides that a follow-up Auction should not be held, Duke Energy Ohio will continue to provide GCR sales service, while incorporating all other changes approved by the Commission pursuant to Duke Energy Ohio's Application.
- e. After the First SSO Period has been completed, the Duke Energy Ohio Stakeholder Group will convene for the purpose of assessing the performance of the SSO process and to determine the path forward after the conclusion of the Second SSO Auction. Such discussion topics shall include, but shall not be limited to, additional SSO Auctions, changes and enhancements to the auction format, and other options recognized as a result of experience gained to that point in time.

Second SSO Period:

- a. The Commission will provide Duke Energy Ohio direction on or about July 1, 2023 as to whether Duke Energy Ohio should conduct the second SSO Auction or revert to the GCR mechanism.
- b. Assuming that the Commission directs Duke Energy Ohio to proceed with plans for an auction for the second SSO period, the SSO Auction for the Second SSO Period will be conducted no later than January 31, 2024.
- c. For customer billing purposes, the Second SSO Period will begin with the April 2024 billing cycle at which time the SSO Price from the First SSO Period will be replaced by the SSO Price for the Second SSO Period. The

SSO Suppliers' obligation to deliver gas supplies for the Second SSO Period will commence April 1, 2024.

- d. The Second SSO Period will end with the March 2025 billing cycle for customer billing purposes, and on March 31, 2025 for the SSO Supplier gas delivery obligation.
- e. The winning SSO Price shall be subject to Commission approval. If the Commission does not approve the winning SSO Price, then the Commission shall provide Duke Energy Ohio direction regarding whether and when a follow-up auction for the Second SSO Period should take place, taking into account important factors such as the need to begin storage injections in the month of April 2025. If the Commission decides that a follow-up auction should not be held, Duke Energy Ohio will revert to GCR sales service, while incorporating all other changes approved by the Commission pursuant to Duke Energy Ohio's Application.

7. SSO Auction Process

- a. Duke Energy Ohio will conduct an SSO Auction under which qualified suppliers can compete for the ability to supply a share of Duke Energy Ohio's SSO requirements.
- b. Duke Energy Ohio's SSO supply requirements will consist of all of Duke Energy Ohio's GCR sales volumes.
- c. The forecasted SSO requirements will be divided into equal tranches to be auctioned to potential SSO Suppliers. The Company will include different products of varying contract durations necessary to meet all its SSO load via a competitive process.
- d. All SSO Suppliers will receive the same delivery requirement per tranche.
- e. Bidding in the SSO Auction will be for a retail price adjustment (the RPA), which will be added to the NYMEX final settlement price each month during the SSO Period to determine the monthly SSO Price. The RPA will be fixed for the entire SSO Period.
- f. Duke Energy Ohio will utilize an independent Auctioneer, Enel X, to conduct a descending clock auction. In a descending clock auction, the Auctioneer reduces the offered price throughout the auction event, while bidders submit bids representing the quantity of units that bidder is willing to sell at the designated price. The Auctioneer continues ticking down the price until the total quantity bid across all bidders is less than the quantity offered, at which time will ascend until the total quantity bid across all bidders matches the quantity offered.

- g. The descending clock auction will proceed in a series of rounds during a single day. At the beginning of each round, the Auctioneer will announce the offered price of the RPA. Based upon that offered price, each bidder will bid the number of tranches that it is willing and able to supply at that price.
- h. Immediately following the SSO Auction, the winning RPA and the names of the winning bidders will be filed with the Commission for its approval. For the First SSO Period, bidders' names will be held confidential until approval from the Commission is received. For the Second SSO Period auction, bidders' names will be held confidential until approval from the Commission is received.

8. SSO Price

- a. The SSO Price each month during an SSO Period will be the NYMEX final settlement price for the month plus the RPA determined by the SSO Auction. The result will be a price per Dth.
- b. The SSO Price paid by Duke Energy Ohio to SSO Suppliers shall represent full compensation for providing SSO supply service to Duke Energy Ohio during the term of the SSO Period.
- c. The SSO Price paid by SSO Customers will be converted from dollars per Dth (\$/Dth) to dollars per Ccf (\$/Ccf) for billing purposes and for "Apples-to- Apples" posting purposes.
- d. As an example of the prices and billings described above, assuming that the final settlement price for the November 2022 NYMEX was \$5.00 per MMBtu, and the Retail Price Adjustment was \$1.20 per Dth, then the SSO Price paid to SSO Suppliers for gas consumed by SSO Customers in the November 2022 billing cycle would be \$5.00 + \$1.20 per Dth, and the SSO Price paid by SSO Customers to Duke Energy Ohio would be $(\$5.00 + \$1.20)/(1.073 \text{ \{Duke Energy Ohio system heating factor\}/10})$ calculation per Ccf. (Note that the SSO Customers will also pay Duke Energy Ohio the applicable Duke Energy Ohio Base/Distribution Rate, the SSOCR, the ATC, and other applicable charges.)

9. SSO Supplier Qualifications

- a. The purpose of these qualification requirements is to help ensure that potential SSO Suppliers have the resources and the requisite intent to provide supply to Duke Energy Ohio pursuant to the SSO Supplier Agreement.

b. Bidders in the SSO Auction must:

- (i) provide company information, contacts, and other pertinent identification and communication information as required by Duke Energy Ohio;
- (ii) agree to execute an SSO Supplier Agreement as presented by Duke Energy Ohio in the event that they are a winning bidder;
- (iii) meet SSO Supplier creditworthiness requirements;
- (iv) agree to comply with all SSO Auction program rules and requirements as reflected in the Program Outline, SSO Supplier Agreement, SSO Communications Protocols, Duke Energy Ohio tariff, and Commission Orders;
- (v) meet all key deadlines for participation such as timely submission of application and supporting documents, signing of contracts, etc.;
- (vi) acknowledge receipt of SSO Auction rules and procedures and agree to be bound by those rules and procedures;
- (vii) acknowledge receipt of SSO Customer supply requirement data;
- (viii) participate in preparatory and informational meetings directed toward bidders;
- (ix) provide financial and credit information to be used in determining creditworthiness and credit requirements;
- (x) acknowledge receipt from Duke Energy Ohio of the confidential notice from Duke Energy Ohio (to each bidder and the Auction Administrator) setting forth the maximum number of tranches for which the bidder is qualified to bid; and
- (xi) execute a confidentiality agreement providing Duke Energy Ohio access to financial information for creditworthiness evaluation and to require nondisclosure of the confidential notice described directly above.

c. Bidders must certify:

- (i) that they will maintain the confidentiality of their bidding strategy and not retain any bidding advisors or consultants providing similar service to another bidder; and
- (ii) whether they will bid on a stand-alone basis or will be part of a bidding partnership, joint venture, or other arrangement related to

the SSO Auction, and whether or not they have a 10% or greater interest in another registered bidder or have any relationship that would provide financial or other incentives based on the outcome of bidding efforts.

- d. Sanctions may be imposed on a bidder for failing to abide by any of the preceding certifications. Such sanctions may include, but are not limited to:
 - (i) the loss of any rights awarded in the SSO Auction;
 - (ii) immediate termination of any other arrangements with Duke Energy Ohio;
 - (iii) forfeiture of any monies owed to the bidder by Duke Energy Ohio;
 - (iv) liability for attorneys' fees and court costs incurred in any litigation that arises from failure to abide by the certifications; and
 - (v) being subject to any other legal actions, including prosecution, as Duke Energy Ohio in its sole discretion deems appropriate under the circumstances.

10. SSO Supplier Education

- a. One or more educational meetings will be held prior to the SSO Auction with potential SSO Suppliers interested in participating.
 - (i) At the meetings, topics covered will be related to Duke Energy Ohio's SSO Auction will be discussed in detail.
- b. One or more training meetings will be held following the SSO Auction with winning bidders.
 - (i) At the meetings, topics covered will be related to operational functionality with Duke Energy Ohio's EBB focusing on the 'How to's.'

11. SSO Supplier Credit Requirements

- a. Potential bidders in the SSO Auction must be pre-qualified. All bidders will be required to provide auction security in order to participate in each SSO Auction in an amount determined by Duke Energy Ohio prior to the SSO Auction. This amount, per tranche, will be the same for all bidders and will be returned to non-winning bidders following the conclusion of the auction. Winning bidders' auction security will be returned after they have signed the agreement and provided any required credit support as determined by the creditworthiness evaluation versus exposure calculated for number of tranches won. Security must be in the form of either cash or a letter of credit.

The pre-qualification process shall include a creditworthiness evaluation, and bidders must demonstrate the ability to meet Duke Energy Ohio's creditworthiness requirements in advance of participation in the Auction. Bidders will have their creditworthiness assessed against exposures that include 150% of the tranches that they express the intent to bid on. This level is required in order to allow for sufficient credit to enable an SSO Supplier to accept an increase in its tranche volumes in the event of an SSO Supplier default, up to a level equal to 150% of the design day demand of the original tranche level won by the SSO Supplier in the SSO Auction. Based on the creditworthiness evaluation, Duke Energy Ohio will determine the amount of unsecured credit that each bidder's creditworthiness supports, which will be communicated to each bidder prior to the SSO Auction. For bidders wishing to provide a parent guaranty, the unsecured credit amount will be based on their guarantor's creditworthiness.

- b. On an ongoing basis, Duke Energy Ohio will review the factors that may result in credit risk exposure to ratepayers from SSO Suppliers. The current expected sources of credit risk exposure include, but are not limited to, the following:
 - (i) The one-time sale of gas inventories in Duke Energy Ohio storage to SSO Suppliers (if applicable);
 - (ii) Local Gas Purchase Charges;
 - (iii) SSO Balancing Charges;
 - (iv) Aggregation Charges;
 - (v) Monthly pipeline and storage capacity charges that are due to the pipelines for capacity released by Duke Energy Ohio to SSO Suppliers;
 - (vi) The cost incurred by Duke Energy Ohio of replacement gas supply and capacity, incurred as a result of an SSO Supplier's failure to deliver the required quantities;
 - (vii) Duke Energy Ohio tariff charges that an SSO Supplier may incur as a result of over- or under-deliveries; and
 - (viii) Penalties or fees charged to Duke Energy Ohio as a result of an SSO Supplier's non-performance.
- c. In consideration of the above exposures, Duke Energy Ohio will determine for each SSO Auction the exposure amount per tranche representing the credit requirement that each SSO Supplier will have to meet. Upon the conclusion of the SSO Auction, SSO Suppliers shall provide appropriate credit support including any parent guaranty utilized to establish an

unsecured credit amount, and cash or letters of credit to the extent the exposure for tranches won in the SSO Auction exceeds the amount of the SSO Supplier's unsecured credit threshold.

- d. SSO Suppliers shall grant Duke Energy Ohio a perfected first priority security interest in any SSO Customer Payments billed by Duke Energy Ohio. Duke Energy Ohio shall have the right to offset such collateral against any obligations or financial responsibilities that an SSO Supplier may have, as stipulated in the SSO Supplier's Agreements with Duke Energy Ohio and in Duke Energy Ohio's tariff in the event of a default by the Supplier.
- e. Duke Energy Ohio shall not provide Financial Assurance to SSO Suppliers related to Duke Energy Ohio's obligations under the SSO Supplier Agreement as long as Duke Energy Ohio continues to perform in compliance with said Agreement.
- f. In addition to those creditworthiness requirements addressed above, upon the awarding of tranches, each winning bidder shall provide Duke Energy Ohio with a cash deposit in the amount of thirty-five cents per Mcf multiplied by the initial estimated annual delivery requirements for the SSO Period of the tranches won by that SSO Supplier. This financial security shall be held and administered by Duke Energy Ohio exclusively for the benefit of the other SSO Suppliers who are called upon to cover for the SSO Supplier in case of its default. The payment of this SSO Supplier security to the other SSO Suppliers, whose SSO supply requirements would increase as a result of the default, shall be allocated in accordance with the amount of demand each such Supplier is allocated in the non-voluntary stage of the process up to the 150% level. For example, an SSO Supplier that covers 30% of a defaulting SSO Suppliers obligation as a result of the non-voluntary allocation shall receive 30% of the security that was put up by the defaulting SSO Supplier for this purpose. This process does not call for any proof of damages from the remaining SSO Suppliers and constitutes the entire amount of monies that would be due the remaining SSO Suppliers from Duke Energy Ohio as a result of such default by an SSO Supplier.

12. SSO Supplier Agreement

- a. SSO Suppliers must execute an SSO Supplier Agreement containing the terms and conditions applicable to the relationship between Duke Energy Ohio and the SSO Supplier.
- b. The SSO Supplier Agreement will be structured around standard North American Energy Standards Board (NAESB) language, plus a standard Duke Energy Ohio addendum to the NAESB base contract referred to as Duke Energy Ohio's Special Provisions, plus the Transaction Confirmation, which also attaches to the base NAESB contract and which will address all

of the additional terms and conditions unique to the SSO supply arrangement.

13. SSO Cost Reconciliation Rider

- a. The SSO Cost Reconciliation Rider (SSOCR) recovers costs or refunds overcollections for incremental costs associated with providing service under the Company's SSO, including, but not limited to, any incremental provider-of-last-resort costs, costs associated with managing the annual audit, adjustments to charges billed through the SSOR during prior periods, costs associated with storage and transportation costs needed to utilize storage, revenues and penalties received from Commission-approved balancing services, charges that Duke Energy Ohio pays to Duke Energy Kentucky for transportation across Duke Energy Kentucky's system, reconciliation of actual costs to SSO revenue, pipeline transportation charges and credits, and other costs or credits applicable to SSO service. Initially, Rider SSOOCR will also be used to recover or pass back the Unrecovered Gas Cost Balance and Refunds remaining from the GCR mechanism. Rider SSOOCR will be adjusted quarterly and will be subject to annual audits by the Commission at its discretion.

14. Rate Schedules Subject to SSOOCR Rider

- a. Rider SSOOCR will apply to all customers receiving service under the following rate schedules:
 - (i) Residential Service
 - (ii) General Service - Small
 - (iii) Residential Service Low Income
 - (iv) General Service - Large

15. SSO Customer Education Program

- a. Duke Energy Ohio will conduct a customer education program. The purposes of the education plan are (1) to provide Duke Energy Ohio an opportunity to explain its SSO plan to its customers and (2) to ensure that its customers understand their commodity service options, the implications of their choices, and the available customer protections.
- b. Ahead of the anticipated November 2022 implementation of the SSO competitive auction model, Duke Energy Ohio will use various communications tactics and media to inform its customers about the transition. Beginning in the third quarter of 2022, our day-to-day contacts at our large business customers will receive emails from their dedicated account executives, explaining the transition. In addition, account

executives will strive to include the topic during regularly scheduled meetings and phone calls with their large business customers. Duke Energy Ohio residential and small- and medium-sized business customers will see multiple messages about the natural gas SSO transition beginning in mid-2022. The Company will use email, bill inserts and bill messages to inform all these customers, regardless of their then-current gas supply choices, about the transition. In addition, Duke Energy Ohio will include a website link in these communications media to direct customers to an online resource for more information. Starting in mid-2022, Duke Energy Ohio call center representatives will have information about the natural gas SSO transition to share with customers who call the company's customer service phone number with questions or concerns about the topic.

- c. Costs of the Customer Education program will be recovered through Rider ATC.

16. SSO Customer Billing

- a. The billing month will be composed of 21 billing units, with the SSO Rider being the effective NYMEX price for the billing month plus the RPA.
- b. SSO Customers will continue to be billed on a billing cycle basis. There will be no proration of bills to compensate for the variance between calendar month deliveries and billing period deliveries.
- c. SSO Customers will be billed at the monthly effective SSOR per one hundred Ccf.
- d. SSO Customers will be subject to all applicable service charges and billing adjustments set forth in Duke Energy Ohio's tariff, plus any additional riders resulting from the auction process.
- e. SSO Suppliers' names will not appear on customers' bills.

17. Auction Transition Cost (ATC)

- a. Recovery of prudently incurred costs to transition to the SSO auction structure shall be recovered through a separate rider, Rider ATC, over a twelve-month period. Rider ATC shall be non-bypassable for residential customers but shall be bypassable for non-residential customers. The transition costs eligible for inclusion in Rider ATC include, but are not limited to, incremental external labor and consultants necessary to expedite preparation of its Auction Application and obtain approval thereof, as well as any termination penalties for existing contracts used to manage the GCR process, including asset management agreements.

18. Consistency With Previous Orders

- a. There are many areas in which Duke Energy Ohio's application is consistent with prior Commission orders approving SSO applications, including the following:
 - (i) The decision to move to an SSO service directly from the GCR;
 - (ii) The use of a descending clock auction to determine a RPA to determine the commodity price to be added to the NYMEX rate at a per Dth price;
 - (iii) The method that customers are billed the commodity price of natural gas based on the NYMEX, RPA, System BTU, System fuel and reconciliation rider;
 - (iv) Transportation capacity assignment being mandatory for the SSO suppliers;
 - (v) The length of the SSO service, after the initial SSO period, being a year in length starting on April 1 and going to March 31 of the following year;
 - (vi) The determination of the number of tranches being based on approximately 5 billion cubic feet (Bcf) for one tranche load annually;
 - (vii) Limiting the number of suppliers to only one-third of the SSO total daily supply;
 - (viii) The use of a stand-alone rider to recover additional costs, expenses, and credits; and
 - (ix) The use of a forecast demand of the expected customer usage is divided equally to each tranche.
- b. There are few differences in the Company's application as compared with prior Commission SSO transition orders:
 - (i) The first difference between Duke Energy Ohio's proposed transition to an SSO and previous transitions to an SSO process is that the Company proposes to retain all storage assets used to balance and serve the Company's customers. This is necessary in order to maintain the current Choice and interruptible transportation services in the same manner as they operate today. Currently, the Company provides a virtual storage and balancing service for the Choice brokers, which is backed by the Company's storage. Releasing the storage to the SSO suppliers would have necessitated

changes to the current Choice tariffs, thus making the impact of transitioning to an SSO service not limited to only the GCR customers.

- (ii) The second difference is in how the Company allows the balancing of its interruptible transportation customers. Duke Energy Ohio currently operates so as to allow the interruptible transportation customers' demand to be served. In order to minimize impact to shopping customers, it was best to not change how interruptible transportation customers are balanced. In addition, the current flexibility in the balancing process for the interruptible transportation customers further demonstrates why the Company needs to retain all storage for balancing and SSO customer use.

DUKE ENERGY OHIO, INC.
SSO AUCTION TRANSITION

APPLICATION EXHIBIT II
COMPLIANCE WITH CHAPTER 4929.02, REVISED CODE

Compliance with R.C. 4929.02

Section 4929.02 of the Revised Code sets forth Ohio's policy regarding natural gas services and goods. That policy promotes the availability of adequate, reliable, and reasonably priced services and goods as well as the unbundling and comparability of those services and goods. It also supports effective choices for supplies and suppliers and encourages market access to supply- and demand-side services and goods. Other provisions address the importance of effective competition and the regulatory treatment needed to support that competition. The Application demonstrates compliance with the entirety of R.C. 4929.02, as outlined below.

A. The Application promotes the availability of adequate, reliable, and reasonably priced gas, in accordance with R.C. 4929.02(A)(1).

Pursuant to R.C. 4929.02, Ohio's policy is to "[p]romote the availability to consumers of adequate, reliable, and reasonably priced natural gas services and goods."

The Application ensures that adequate and reliable natural gas will remain available to customers. For example, Duke Energy Ohio will continue to act as the provider of last resort for its customers, should any supplier default. In addition, the Application requires suppliers to show that they possess capacity comparable to Duke Energy Ohio, and they must adhere to the same reliability standards. Also, supply responsibility will be bid out in tranches, which will mitigate the potential risk of any one supplier defaulting on its delivery obligation.

The Application also supports the availability of reasonably priced natural gas. The Application will continue to provide for a market-based auction price, preventing the confusion created by the unrecovered gas cost portion of the GCR mechanism.

B. The Application expands consumer options in accordance with R.C. 4929.02(A)(2).

According to R.C. 4929.02(A)(2), Ohio seeks to “[p]romote the availability of unbundled and comparable natural gas services and goods that provide wholesale and retail consumers with the supplier, price, terms, conditions, and quality options they elect to meet their respective needs.”

The Application will continue to promote customer options. By continuing to enable customers to make apples-to-apples comparisons, the Application maintains a level playing field on which marketers have incentives to offer competitive pricing, options, and value-added services. The Application will assist the competitive market by providing a standard service offer that can be relied on by customers, whether those customers are currently shopping or not.

C. The Application promotes effective consumer choice of gas supplies, in accordance with R.C. 4929.02(A)(3).

Under R.C. 4929.2(A)(3), Ohio’s policy is to “[p]romote diversity of natural gas supplies and suppliers, by giving consumers effective choices over the selection of those supplies and suppliers.”

The SSO contemplates multiple auction winners, with tranches of the Company’s total unswitched natural gas load being served by those suppliers. This provides diversity among supplies and suppliers for the Company’s default service for customers who either choose not to switch or are returned to that service. The price for SSO commodity service will, unlike the GCR, continue to reflect market price. This will allow the apples-to-apples comparison that is essential for the operation of a competitive market. Without effective comparisons, there cannot be effective competition as encouraged by R.C. 4929.2(A)(3).

D. The Application encourages innovation and market access for supply- and demand-side natural gas goods and services, in accordance with R.C. 4929.02(A)(4).

Pursuant to R.C. 4929.02(A)(4), it is Ohio's policy to "[e]ncourage innovation and market access for cost-effective supply- and-demand-side natural gas services and goods."

The foregoing sections describe how the Application fosters innovation and market access for supply-side natural gas services and goods. Concerning demand-side issues, the Application will promote market-based pricing and prevent price distortions, facilitating price-induced conservation and increasing demand for providers of conservation and energy efficiency services. Market-based prices communicate timely incentives to buyers and sellers, increasing market access for demand-side services, thus promoting Ohio's natural gas policy.

E. The Application provides for consumer education, in accordance with R.C. 4929.02(A)(5).

Pursuant to R.C. 4929.02(A)(5), it is the policy of the state to "[e]ncourage cost-effective and efficient access to information regarding the operation of the distribution systems of natural gas companies in order to promote effective customer choice of natural gas services and goods."

The Application will provide for customer education concerning the impact of the transition on customers and their choices. Duke Energy Ohio will work within the stakeholder process to address customer education and other issues as needed to ensure that customers fully understood their options and that other issues are addressed as requested by participants. The SSO auction structure includes a transparent bidding process with a final price that will be approved by the Commission. Prices will be published on the Commission's apples-to-apples chart and through the Company's tariffs and customers will have access to this information. Also, the Company's Application includes a proposal to amend our bill format to include a natural gas price-to-compare calculation, similar to what the Company has been doing for years for our electric customers.

F. The Application invites flexible regulatory treatment in accordance with R.C. 4929.02(A)(6).

Pursuant to R.C. 4929.02(A)(6) Ohio seeks to “[r]ecognize the continuing emergence of competitive natural gas markets through the development and implementation of flexible regulatory treatment.”

The Application represents a measured, incremental step toward flexible regulatory treatment. The Commission and concerned parties may evaluate and fine-tune the process, step by step, while Ohio consumers are protected from unintended consequences. Duke Energy Ohio is the last of the four investor-owned, large natural gas companies to transition away from the GCR. As part of this Application, the Company is seeking to leave the GCR structure and move to a competitively procured auction in the form of an SSO. This transition recognizes and encourages the development of the wholesale natural gas market by implementing an auction where one does not currently exist in southwest Ohio. Moving away from the GCR process will provide flexible regulatory treatment insofar as it will eliminate the current GCR and biannual management performance audit. Approval of a flexible, commonsense process like that initiated by Duke Energy Ohio fully comports with the General Assembly’s desire for “flexible regulatory treatment.”

G. The Application fosters transactions between willing buyers and willing sellers in accordance with R.C. 4929.02(A)(7).

Pursuant to R.C. 4929.02(A)(7), it is Ohio policy to “[p]romote an expeditious transition to the provision of natural gas services and goods in a manner that achieves effective competition and transactions between willing buyers and willing sellers to reduce or eliminate the need for regulation of natural gas services and goods under Chapters 4905. and 4909. of the Revised Code.” The Application further enhances the competitive market through the conversion to an auction-based gas supply acquisition to serve natural gas customers, thereby ensuring a market-based,

competitive price for all who are not currently shopping, or who choose not to shop, or are reverted back to the Company's default supply in the future. The proposed auction rules ensure effective competition by requiring a minimum number of bidders and by offering the Company's load in tranches, meaning that multiple bidders will have an opportunity to win portions of the load. Pursuant to R.C. 4929.04, approval of Duke Energy Ohio's Application will relieve the Company from, among other things, the statutory and rule requirements for GCR management performance and financial audits. Duke Energy Ohio will no longer need to file an annual Long-Term Forecast Report. This will eliminate the need for ongoing regulation of these issues by the Commission.

H. The Application avoids subsidies to or from regulated natural gas services and goods in accordance with R.C. 4929.02(A)(8).

Pursuant to R.C. 4929.02(A)(8), it is Ohio policy to "[p]romote effective competition in the provision of natural gas services and goods by avoiding subsidies flowing to or from regulated natural gas services and goods." This Application will not create any such subsidies and, therefore, is consistent with this policy.

I. The Application will not affect Duke Energy Ohio's rates for regulated services or otherwise affect its financial capabilities in accordance with R.C. 4929.02(A)(9).

Pursuant to R.C. 4929.02(A)(9), it is Ohio policy to "[e]nsure that the risks and rewards of a natural gas company's offering of nonjurisdictional and exempt services and goods do not affect the rates, prices, terms, or conditions of nonexempt, regulated services and goods of a natural gas company and do not affect the financial capability of a natural gas company to comply with the policy of this state specified in this section."

Duke Energy Ohio has no current operation, resources, or employees involved in providing or marketing exempt retail natural gas commodity service. Accordingly, Duke Energy Ohio will have no operations, resources, or employees (including employees of its affiliates) involved in

providing or marketing such exempt services. Rather, the Company's involvement will be limited to default (non-exempt) commodity service operations. Further, because the cost of the commodity has been and will continue to be "passed through," the Application will have no effect on Duke Energy Ohio's "financial capability" and, thus, complies with R.C. 4929.02(A)(9).

J. The Application will not hinder the state's competitiveness in the global economy.

Pursuant to R.C. 4929.02(A)(10), it is Ohio's policy to [f]acilitate the state's competitiveness in the global economy."

To the degree the Application improves the competitive market for natural gas in Ohio and improves conditions for Ohio consumers (including commercial and industrial consumers), it may correspondingly facilitate Ohio's overall competitiveness as a state. In any event, the Application in no way hinders this policy goal. Thus, the Application complies with R.C. 4929.02(A)(10).

K. The Application facilitates additional supply choices for consumers in accordance with R.C. 4929.02(A)(11).

Pursuant to R.C. 4929.02(A)(11), Ohio's policy is to "[p]romote an alignment of natural gas company interests with consumer interest in energy efficiency and energy conservation." The Application promotes efficiency by accurately relaying market price information to customers in ways that should increase energy efficiency and energy conservation.

The Application will preserve the conditions that permit greater market access for suppliers (discussed in the foregoing sections). The proposed SSO will facilitate additional choices for residential customers by affording customers who either cannot or will not enroll with a retail supplier an opportunity to have their natural gas needs satisfied at a price determined via a competitively procured, auction-based process. This will give these customers a choice to have their needs served at a price that was the least cost as determined by a transparent procurement process. To the extent eligible customers do not want that price, they will still have the same ability

to leave SSO service by enrolling with an individual supplier or in a governmental aggregation program. By facilitating additional choices and allowing for enrollment in CHOICE or aggregation programs, the Application promotes the policy set forth in R.C. 4929.02(A)(11).

Implementation of the proposals within this Application, combined with Duke Energy Ohio's existing service programs, will ensure continued and enhanced compliance with the policies contained in R.C. 4929.02.

DUKE ENERGY OHIO, INC.
SSO AUCTION TRANSITION

APPLICATION EXHIBIT III
COMPETITIVE MARKET BEHAVIOR

Competitive Market Behavior

As part of its Application, Duke Energy Ohio is offering testimony that fully discusses and demonstrates the degree of competitive market behavior, pursuant to 4901:1-19-03(C)(5), Ohio Adm. Code.

Duke Energy Ohio's natural gas footprint is subject to effective competition in the provision of natural gas commodity sales. Furthermore, the customers in the Company's market have reasonably available alternatives to purchasing their gas from the Company. In reaching those conclusions, the Commission should consider the following:

A. The number and size of alternative providers of the commodity sales service or ancillary service

Duke Energy Ohio's natural gas footprint has an active Choice program. Duke Energy Ohio maintains a customer portal that lists active natural gas suppliers with links to their websites and contact information, to the extent such information has been provided to the Company. Currently, this portal lists more than sixty suppliers who are registered to do business in the Company's natural gas footprint and who are actively marketing to residential customers, commercial customers, or both. A link to this portal is here: <https://www.duke-energy.com/home/products/ohio-customer-choice/gas/certified-gas-suppliers-participating>.³

B. The extent to which the commodity sales service or ancillary service is available from alternative providers in the relevant market

As part of its Energy Choice Ohio initiative, the Commission maintains a website that allows customers to make an apples-to-apples comparison between and among current natural gas offers by competitive suppliers and Duke Energy Ohio's GCR. Upon approval of the Company's Application, this comparison tool will allow customers to also compare competitive supplier offers to the Company's SSO. As of April 1, 2022, there were more than seventy published commodity offers for residential customers in Duke Energy Ohio's natural gas footprint. These offers varied in terms of fixed and variable rates and term lengths varying from a single month to up to sixty months. Similarly, commercial customers have approximately thirty published offers available, also offering choices between fixed and variable rates for terms ranging between one month to up to months.

C. The ability of alternative providers to make functionally equivalent or substitute services readily available at competitive prices, terms, and conditions

As previously described, alternative commodity providers are currently offering competitive prices, terms, and conditions for natural gas service. This will not change under the Company's SSO.

³ Last viewed 4/12/2022.

D. Other indicators of market power, which may include market share, growth in market share, ease of entry, and the affiliation of providers of services

The Commission maintains statistics for customer choice, which are compiled on a quarterly basis. Duke Energy Ohio's statistics fluctuate but, based upon the most recent publicly available data, which is fourth quarter 2021, 40.5 percent of all of Duke Energy Ohio's customers were purchasing their natural gas from competitive suppliers.⁴ The rate for just residential customers was approximately 40.7 percent and commercial/industrial customers were at 37.7 percent. Further, there are more than sixty suppliers currently registered to do business in the Company's service area.⁵ Duke Energy Ohio's shopping percentages are comparable to those of its peers, Columbia Gas of Ohio, Inc., and CenterPoint Energy, Inc.

It is also noteworthy that Duke Energy Ohio does not have an affiliate providing natural gas commodity service. The Company is not proposing any restrictions on customers' ability to choose a third-party supplier or the SSO default service as part of this application.

⁴<https://app.powerbigov.us/view?r=eyJrIjojOGJjOTA2MjYtNzMzNi00Y2RhLTljZjEtZTU3Zjg5ZDZhMDgyliwidCI6IjUwZjhmY2M0LTk0ZDgtNGYwNy04NGViLTM2ZWQ1N2M3YzhhMiJ9> (last viewed 4/5/22).

⁵ <https://www.duke-energy.com/home/products/ohio-customer-choice/gas/certified-gas-suppliers-participating> (last viewed 3/24/24).

DUKE ENERGY OHIO, INC.
SSO AUCTION TRANSITION

APPLICATION EXHIBIT IV
SERVICES FOR WHICH EXEMPTION IS REQUESTED

Services for Which Application is Requesting an Exemption

A. Description of Services for Which Exemption is Being Requested

Duke Energy Ohio is requesting the Commission exempt Duke Energy Ohio's default commodity sales service from all provisions of Chapter 4905., Revised Code, with the exception of Section 4905.10; Chapters 4909. and 4935., Revised Code, with the exception of Sections 4935.01 and 4935.03; Sections 4933.08, 4933.09, 4933.11, 4933.123, 4933.17, 4933.28, 4933.31, and 4933.32, Revised Code; and from any rule or order issued under those chapters or sections, including the obligation under Section 4905.22, Revised Code, to provide such commodity sales service. This exemption will affect customers served by the following Rate Schedules:

- Residential Service;
- General Service–Small;
- Residential Firm Transportation Service;
- Residential Service Low Income;
- General Service–Large;
- Residential Firm Transportation Service-Low Income; and
- Firm Transportation Service–Large.

As described further in the Program Outline, customers that do not participate in Duke Energy Ohio's CHOICE program will continue to receive commodity service at a price that varies each month in accordance with the results of a Commission-approved auction. If the customer is not eligible to participate in Duke Energy Ohio's CHOICE program or is a percentage of income payment plan customer, the customer's commodity will still be provided by a pool of wholesale supply that will be acquired via auction at a price approved by the Commission. Those customers

will see no change in the way their supplies are purchased or in the appearance of their bills. Duke Energy Ohio will use the SSO designation for the commodity service provided to those customers.

Customers eligible to participate in Duke Energy Ohio's CHOICE program may do so at any time by enrolling with an individual supplier or through a governmental aggregation program. Duke Energy Ohio is not requesting exemption for any ancillary services at this time.

B. Potential Number of Customers for Each Commodity Sales Service for Which Exemption is Being Requested.

Based on the most recent billing system data available as of March 2022, the estimated number of customers that would receive SSO commodity sales service under the proposed auction are 224,680 residential customers and 20,232 non-residential customers.

C. Showing of Fully Open, Equal and Unbundled Distribution Service

Duke Energy Ohio offers service on a fully open and equal basis. Duke Energy Ohio applies and enforces its tariffs in a nondiscriminatory manner and does not prefer any supplier or customer of any supplier over any other supplier or customer, and processes similar requests for transportation in the same manner and within the same approximate period of time. With this Application, Duke Energy Ohio is including a proposed code of conduct that affirms this philosophy.

Duke Energy Ohio's service is also provided on an unbundled basis. It separates distribution charges (*e.g.*, monthly service charges) from commodity sales service charges (*i.e.*, gas usage charges), and this is reflected on customer bills.

DUKE ENERGY OHIO, INC.
SSO AUCTION TRANSITION

APPLICATION EXHIBIT V
CORPORATE SEPARATION PLAN AND PROPOSED CODE OF CONDUCT

CORPORATE SEPARATION PLAN

Ohio Administrative Code Rule 4901:1-19-03(C)(6) requires applicants to submit a proposed separation plan to ensure to the maximum extent practicable that operations, resources, and employees involved in providing or marketing exempt commodity sales services or ancillary services are operated and accounted for separate from nonexempt operations. The Company's Application in these proceedings is seeking an exemption from provisions applicable to the provision of default service priced through the GCR process, under 4905.302, in favor of implementing an SSO as the default service.

Duke Energy Ohio has no current expectation that it will ever have any operation, resources, or employees involved in providing or marketing exempt commodity sales services or ancillary services. Rather, the Company's involvement will be limited to nonexempt operations. As such, a corporate separation plan is not required.

The lack of a need to submit a corporate separation plan does not in any way obviate compliance with the Commission's comprehensive consumer protection rules that apply to both distribution utilities and competitive suppliers. Duke Energy Ohio will continue to be subject to the Commission's rules and jurisdiction. Duke Energy Ohio will continue to comply with those rules.

CODE OF CONDUCT

Duke Energy Ohio's Code of Conduct is based on the requirements of R.C. 4905.35, which governs Duke Energy Ohio's adherence to the state policy specified in R.C. 4929.02. Duke Energy Ohio will adhere to the following Standards of Conduct:

- 1) The Company shall apply any tariff provision relating to Standard Service Offer ("SSO") services in the same manner to the same or similarly situated customers or Suppliers.

- 2) The Company must strictly enforce a tariff provision for which there is no discretion in the application of the provision.
- 3) The 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 SSO service including, but not limited to, scheduling, balancing, metering, storage, standby service, or curtailment policy. For purposes of the Company's SSO program, any ancillary service provided by the Company, that is not tariffed will be priced and made equally available to all.
- 4) The Company must process all similar requests for transportation in the same manner and within the same approximate period of time.
- 5) The Company shall not disclose to anyone other than a Company employee any information regarding an existing or proposed SSO Agreement, which the Company receives from (i) SSO Supplier, (ii) a potential SSO Supplier, or (iii) any agent of such potential SSO Supplier, unless such SSO Supplier authorizes disclosure of such information.
- 6) If a customer requests information about competitive suppliers, the Company shall provide a list of all competitive suppliers operating on its system but shall not endorse any supplier nor indicate that any supplier will receive a preference because of a corporate relationship.
- 7) The Company will, to the extent practicable, separate the activities of its operating employees from any affiliate marketing employees in all areas where their failure to maintain independent operations might have the effect of harming customers or unfairly disadvantaging unaffiliated suppliers under the Company's transportation programs.
- 8) The 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 any applicable marketing affiliate is involved.
- 9) The Company and any applicable marketing affiliate shall keep separate books of accounts and records.
- 10) Neither the Company nor any applicable 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 the Company's service as a result of that customer's, supplier's or other third party's dealing with any supplier including any applicable marketing affiliate.
- 11) The Company's complaint procedure for issues concerning compliance with these standards of conduct is as follows. All complaints regarding these standards of

conduct, whether written or verbal, shall be promptly reviewed by either the Company's call center, ethics organization or Natural Gas Business Unit organization, depending upon the origination of the complaint. If the complaint is incapable of immediate resolution, it shall be referred to the Company's designated attorney within five (5) business days. 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 conduct a preliminary investigation and communicate the results of the preliminary investigation to the complainant in writing within forty-five (45) days after the complaint was received including a description of any course of action which was taken. The designated attorney shall keep a file with all such complaint statements for a period of not less than three (3) years.

- 12) The Company shall not offer any applicable 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.
- 13) The Company will not use its name and logo in any applicable 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 any applicable 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 any applicable affiliate, such as advertising, marketing, sales calls or joint proposals to any existing or potential customers.

DUKE ENERGY OHIO, INC.
SSO AUCTION TRANSITION

APPLICATION EXHIBIT VI
DESCRIPTION OF SPECIAL ARRANGEMENTS WITH CUSTOMERS

Description of Special-Arrangements Dockets with Customers Who May be Affected by the Application.

Duke Energy Ohio does not have any special arrangements with any natural gas customers that will be affected by this Application.

DUKE ENERGY OHIO, INC.
SSO AUCTION TRANSITION

APPLICATION EXHIBIT VII
SCORED COPY OF TARIFF SCHEDULES

Redlined Tariff

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 30. ~~1819~~
Cancels and Supersedes
Sheet No. 30. ~~1718~~
Page 1 of 2

RATE RS

RESIDENTIAL SERVICE

APPLICABILITY

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

NET MONTHLY BILL

The Net Monthly Bill is determined as follows:

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

Fixed Delivery Service Charge per month \$33.03

Plus a Usage-Based Charge for

First 400 CCF \$0.032728 per CCF

Additional CCF \$0.097278 per CCF

Plus the applicable charge per month as set forth on:

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

Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

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

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

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

Sheet No. 68, Rider STR, State Tax Rider

~~Sheet No. 69, Rider MGP, Manufactured Gas Plant Rider~~

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

~~Sheet No. 73, Rider SSOR, Standard Service Offer Rate Rider~~

~~Sheet No. 74, Rider SSOCR, Standard Service Offer Cost Reconciliation Rider~~

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

~~Sheet No. 77, Rider ATC, Auction Transition Cost Rider.~~

NATURAL GAS VEHICLE FUELING RIDER

Any gas delivered under Rate RS for the purpose of a retail residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling 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 ~~April 21, 2021~~ in Case No. ~~19-0791-GA-ALT21-0903-GA-EXM~~
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Issued: ~~April 23, 2021~~

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Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 30. ~~18~~19
Cancels and Supersedes
Sheet No. 30. ~~17~~18
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The monthly minimum bill shall be the monthly Fixed Delivery Service Charge and applicable charge under Rider AMRP, Rider CEP, and Rider AU shown above, plus the percentage specified in Rider ETR, Sheet No. 64, Ohio Excise Tax Liability Rider.

LATE PAYMENT CHARGE

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

- (1) customers actively enrolled on the Percentage of Income Payment Plan (PIPP) pursuant to Rule 4901:1-18-15 (C), 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
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P.U.C.O. Gas No. 18
Sheet No. 32.45
Cancels and Supersedes
Sheet No. 32.34
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RATE GS-S

GENERAL SERVICE - SMALL

APPLICABILITY

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

NET MONTHLY BILL

The Net Monthly Bill is determined as follows:

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

Fixed Delivery Service Charge per month \$91.64

Plus a Usage-Based Charge for
All CCF delivered at \$0.099452 per CCF

Plus the applicable charge per month as set forth on:

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

Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

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

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

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

Sheet No. 68, Rider STR, State Tax Rider

~~Sheet No. 69, Rider MGP, Manufactured Gas Plant Rider~~

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

~~Sheet No. 73, Rider SSOR, Standard Service Offer Rate Rider~~

~~Sheet No. 74, Rider SSOCR, Standard Service Offer Cost Reconciliation Rider~~

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

~~Sheet No. 77, Rider ATC, Auction Transition Cost Rider.~~

NATURAL GAS VEHICLE FUELING RIDER

Any gas delivered under Rate GS-S for the purpose of a:

1. Retail non-residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises

and/or a

2. Commercial NGV fueling stations in the business of selling natural gas to the general public for the purpose of fueling NGV's

shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider.

Filed pursuant to an Order dated ~~April 21, 2021~~ in Case No. ~~19-0791-GA-ALT~~ 21-0903-GA-EXM
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139 East Fourth Street
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P.U.C.O. Gas No. 18
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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, Rider CEP, and Rider AU shown above, plus the percentage specified in Rider ETR, Sheet No. 64, Ohio Excise Tax Liability Rider.

LATE PAYMENT CHARGE

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

TERM OF SERVICE

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

SERVICE REGULATIONS

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

Filed pursuant to an Order dated ~~April 21, 2021~~ in Case No. ~~19-0791-GA-ALT~~ 21-0903-GA-EXM
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139 East Fourth Street
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P.U.C.O. Gas No. 18
Sheet No. 33.1~~56~~
Cancels and Supersedes
Sheet No. 33.1~~45~~
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RATE RFT

RESIDENTIAL FIRM TRANSPORTATION SERVICE

AVAILABILITY

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

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

Residential customers who are enrolled in income payment plans pursuant to Rule 4901:1-18-12, 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.

CHANGES IN CUSTOMERS' SERVICE ELECTIONS

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

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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.

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).

Fixed Delivery Service Charge per month \$33.03

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

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

Plus the applicable charge per month as set forth on:

Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

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

Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan
Sheet No. 66, Rider GSR, Gas Surcredit Rider
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider
~~Sheet No. 69, Rider MGP, Manufactured Gas Plant Rider~~
Sheet No. 68, Rider STR, State Tax Rider
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider
Sheet No. 77, Rider ATC, Auction Transition Cost 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.

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NET MONTHLY BILL (Cont'd.)

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

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

MINIMUM BILL

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

NATURAL GAS VEHICLE FUELING RIDER

Any gas delivered under Rate RFT for the purpose of a retail residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider.

GENERAL TERMS AND CONDITIONS

1. Approved Supplier List

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

2. Applications and Service Date

A customer who desires service under this tariff shall apply through its chosen Supplier. 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.

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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, 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.

4. Regulatory Approvals

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

LATE PAYMENT CHARGE

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

- (1) customers actively enrolled on the Percentage of Income Payment Plan (PIPP) pursuant to Rule 4901:1-18-12, Ohio Administrative Code;
- (2) the unpaid account balances of those customers being back-billed in accordance with Section 4933.28 Ohio Revised Code;
- (3) the unpaid account balances of those customers on other Commission-approved deferred payment plans or the Budget Billing Plan, except that a late payment charge may be assessed on any deferred payment plan or Budget Billing Plan amount not timely paid; and
- (4) the unpaid gas commodity portion of account balances of those customers served by a Supplier participating in the Company's Choice Program where Company has not agreed to purchase the Supplier's accounts receivable.

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

SERVICE REGULATIONS

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

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RATE RSLI

RESIDENTIAL SERVICE LOW INCOME

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. 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).

Fixed Delivery Service Charge per month \$29.03

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

Plus the applicable charge per month as set forth on:

Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program,
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

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

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

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

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

~~Sheet No. 69, Rider MGP, Manufactured Gas Plant Rider~~

~~Sheet No. 71, Rider GCCR, Gas Cost Recovery Rate~~

~~Sheet No. 73, Rider SSOR, Standard Service Offer Rate Rider~~

~~Sheet No. 74, Rider SSOCR, Standard Service Offer Cost Reconciliation Rider~~

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

~~Sheet No. 77, Rider ATC, Auction Transition Cost Rider.~~

NATURAL GAS VEHICLE FUELING RIDER

Any gas delivered under Rate RSLI for the purpose of a retail residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling 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.

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Duke Energy Ohio
139 East Fourth Street
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MINIMUM BILL

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

LATE PAYMENT CHARGE

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

- (1) customers actively enrolled on the Percentage of Income Payment Plan (PIPP) pursuant to Rule 4901:1-18-04(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
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RATE GS-L

GENERAL SERVICE - LARGE

APPLICABILITY

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

NET MONTHLY BILL

The Net Monthly Bill is determined as follows:

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

Fixed Delivery Service Charge per month \$226.64

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

Plus the applicable charge per month as set forth on:

Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

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

Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider
Sheet No. 68, Rider STR, State Tax Rider

~~Sheet No. 69, Rider MGP, Manufactured Gas Plant Rider~~

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

~~Sheet No. 73, Rider SSOR, Standard Service Offer Rate Rider~~

~~Sheet No. 74, Rider SSOGR, Standard Service Offer Cost Reconciliation Rider~~

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

~~Sheet No. 77, Rider ATC, Auction Transition Cost Rider.~~

NATURAL GAS VEHICLE FUELING RIDER

Any gas delivered under Rate GS-L for the purpose of a:

1. Retail non-residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises

and/or a

2. Commercial NGV fueling stations in the business of selling natural gas to the general public for the purpose of fueling NGV's

shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider.

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EXCISE TAX RIDER

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

MINIMUM BILL

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

LATE PAYMENT CHARGE

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

TERM OF SERVICE

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

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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Sheet No. 36.34
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RATE RFTLI

RESIDENTIAL FIRM TRANSPORTATION SERVICE – LOW INCOME

AVAILABILITY

Firm transportation service for residential purposes, which is provided from the Company's city gate receipt points to the outlet side of Company's meter. Service is available to 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 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 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.

CHANGES IN CUSTOMERS' SERVICE ELECTIONS

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

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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.

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).

Fixed Delivery Service Charge per month \$29.03

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

All CCF \$0.032728 per CCF

Plus the applicable charge per month as set forth on:

Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

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

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

Sheet No. 66, Rider GSR, Gas Surcredit Rider

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

~~Sheet No. 69, Rider MGP, Manufactured Gas Plant Rider~~

Sheet No. 68, Rider STR, State Tax Rider

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

Sheet No. 77, Rider ATC, Auction Transition Cost Rider.

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

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

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

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Effective: May 3, 2021

Issued by Amy B. Spiller President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

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MINIMUM BILL

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

NATURAL GAS VEHICLE FUELING RIDER

Any gas delivered under Rate RFTLI for the purpose of a retail residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider.

GENERAL TERMS AND CONDITIONS

1. Approved Supplier List

Company shall maintain a list of qualified Suppliers from which customer can choose. Such list shall include Suppliers that 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.

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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.

LATE PAYMENT CHARGE

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

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

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

SERVICE REGULATIONS

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

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RATE SSOS

STANDARD SERVICE OFFER SERVICE

APPLICABILITY

This service applicable for Standard Service Offer (SSO) Suppliers delivering gas on a firm basis to the Company's city gate receipt points on behalf of customers receiving Firm Sales Service, Rate RS, Residential; Rate RSLI, Residential Service Low Income Pilot; Rate GS-S, General Service – Small; Rate GS-L, General Service – Large from the Company. The service provides direction for SSO Suppliers to deliver natural gas to the Company to meet the demand requirements of the SSO Customers.

CHARACTER OF SERVICE

- (A) This Tariff Sheet applies to the provision of natural gas supply service for Standard Service Offer (Rider SSO Sheet No. 72).
- (B) SSO Suppliers under this Tariff Sheet shall supply the full requirements defined by the number of tranches awarded pursuant to the SSO Auction and agree to accept supply management responsibilities for all supplies to be provided pursuant to this Rate SSOS. The Company shall specify, and SSO Supplier shall deliver each day, the Adjusted Target Supply Quantity for each city gate area or zone.

SSO SUPPLIER AGREEMENT AND AUCTION

- (A) Prior to participating in the SSO Auction as a Supplier of Standard Sales Service, the SSO Supplier must:
- (1) Enter into an SSO Supplier Agreement (an example of the SSO Supplier Agreement is attached to this Tariff Sheet) with the Company; and
 - (2) Comply with any applicable credit requirements; and
 - (3) Designate the number of tranches on which the SSO Supplier would like to be able to bid; and
 - (4) Participate in preparatory and informational meetings directed toward potential SSO Suppliers.
- (B) The Company will announce the intent to hold an SSO Auction to determine the Retail Price Adjustment (RPA). The announcement will indicate:
- (1) The date and time of the Auction and date and time of the backup date for the Auction; and
 - (2) The Auction period that the RPA will be effective; and
 - (3) The location of the Auction; and
 - (4) The Company's contacts for the Auction and, if applicable, Auction Manager facilitating the Auction; and
 - (5) Type of Auction being held; and
 - (6) The number of tranches intended to be awarded; and
 - (7) The requirements to participate in the Auction.
- (C) The Auction will determine the RPA by awarding the winning bid to no fewer than three (3) SSO Suppliers.
- (D) The Auction RPA will be stated in dollars per DTH.
- (E) The Auction will state the RPA listed as either a positive price or a negative price.

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(F) The Auction RPA will establish a single price for all SSO Suppliers.

(G) The results of the Auction shall be kept confidential by the Company and all participants until the PUCO issues a Finding and Order accepting the results of the Auction and authorizing the Company to file tariff changes incorporating the results of the Auction.

REPORTS

(A) Each month the Company shall submit a report that shall contain:

- (1) The current SSO rate determined in accordance with the Standard Service Offer (Rider SSO Sheet No. 72); and
- (2) The data and calculations used to determine the Standard Service Offer rate; and
- (3) Such other information as the Commission requires.

SSO SUPPLIER BILLING

(A) On a monthly basis the company will generate an invoice in which:

- (1) if the SSO Supplier owes the Company, the invoice will be paid within 10 calendar days of receipt; and
- (2) if the Company owes the SSO Supplier, the invoice will be paid by the 20th calendar day of the following month via wire or ACH; and
- (3) if the payment date falls on a weekend or holiday, payment will be made the next business day.

(B) The Company will pay the winning SSO Suppliers the Retail Price Adjustment plus the monthly NYMEX Price for the scheduled quantities received at the Company's city gates which should be equal to the Adjusted Target Supply Quantity (ATSQ) per dekatherm.

LATE PAYMENT CHARGE

Payment of the total amount due must be received by the Company, or its authorized agent, by the due date shown on the SSO Supplier's invoice. If the SSO 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 SSO Supplier's account each time a check is returned by the financial institution for insufficient funds.

QUALITY OF GAS DELIVERED BY SSO SUPPLIER

The SSO Supplier warrants that all gas delivered by or on behalf of SSO Supplier for its daily requirement 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.

TITLE AND WARRANTY

SSO 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.

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DEFINITIONS

For purposes of this chapter:

- (A) "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.
- (B) "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States and shall run from 8 a.m. to 5 p.m. Eastern Prevailing Time.
- (C) "CCF" means a unit of gas equal to one hundred cubic feet
- (D) "Commission" or "PUCO" means the Public Utilities Commission of Ohio.
- (E) "Company" means Duke Energy Ohio.
- (F) "Customer" means a residential, non-mercantile, or mercantile recipient of the Company's Sales Service or Transportation Service.
- (G) "Default" means the failure of the Company or SSO 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 SSO Supplier.
- (H) "Dekatherm" or "DTH" means a unit of heating value equal to ten (10) Therms or Million BTU's (1 MMBTU).
- (I) "MCF" means one thousand cubic feet.
- (J) "Maximum Daily Quantities" (MDQ) means the forecast maximum daily quantity of natural gas deliveries to supply the SSO tranche(s) demand during a design day event.
- (K) "Operational Flow Orders" (OFOs) are notices issued by the Company via its electronic bulletin board (EBB) requiring SSO Suppliers to adjust their daily deliveries into the Company's system to 1) match, or 2) match or be less than, or 3) match or be more than their Adjusted Target Supply Quantity for the tranche demand. SSO Supplier shall be required to deliver natural gas, or to cause natural gas to be delivered, into the Company's specified city gate or zone receipt points. If it is determined by the Company to be necessary, the specified receipt points and delivery amounts will be identified in the OFO notice posted on the EBB.
- (L) "Standard 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. 35).
- (M) "SSO Supplier" is a qualified business entity that: (1) has been awarded a tranche of Standard Sales Service demand, (2) agrees to accept responsibility for supplying gas for the tranche for the Standard Service Offer period, (3) meets the Requirements for SSO Supplier Participation set out in this Tariff Sheet, and (4) has executed a SSO Supplier Agreement with the Company.
- (N) "Target Supply Quantities" (TSQ) are defined as daily city gate delivery quantities determined from statistical models used to estimate the daily gas usage in SSO Supplier's tranche based on the forecasted temperatures. These daily gas usage estimates are adjusted for Unaccounted-for Gas Loss and converted from volumetric to thermal quantities using the Monthly System BTU.
- (O) "Forecasted Temperatures" are defined as the average expected weather temperatures prior to the start of the gas day, in Fahrenheit, for the Company's service territory for the gas day.

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- (P) "Actual Temperatures" is defined as the average actual weather temperatures, in Fahrenheit, for the Company's service territory for the gas day.
- (Q) "Tranche" is one equal part of the proportionate share of Standard Sales Services customers expected usage.
- (R) "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).
- (S) "Standard Service Offer period" means the period of twelve (12) months from April 1 to March 31 except for the first period where the period will be from November 1, 2022 through March 31, 2024.
- (T) "NYMEX Price" means the contract final settlement price of the natural gas futures contract each month.
- (U) "NYMEX" means the New York Mercantile Exchange.
- (V) "Standard Service Offer rate" means the monthly updated gas cost adjustment determined by summing the Retail Price Adjustment and the NYMEX Price.
- (W) "Monthly System BTU" means weighted average heat content of the Company's city gate receipt meters measured on a twelve (12) month ending basis.
- (X) "Unaccounted-for Gas Loss" or "System Shrinkage" 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 the use of cycle billing, an amount of gas used but not billed.
- (Y) "Adjusted Target Supply Quantities", or "ATSQ", is defined as the Target Supply Quantities plus or minus any adjustments that the Company shall require the SSO Supplier to make to its daily deliveries to manage the Company's storage and balance the system.
- (Z) "Gas Day" is a period of 24 consecutive hours beginning at 10 A.M. Eastern Prevailing Time which includes the recognition of Day Light Saving Time.
- (AA) "Retail Price Adjustment" or "RPA" means the price adjustment (positive or negative) in dollars and fractions thereof that shall be applied to the NYMEX Price monthly throughout the Standard Service Offer period, expressed in dollars per DTH.
- (BB) "Qualified Issuer" means a U.S. commercial bank with total assets of at least \$10 billion having a general long-term senior unsecured debt rating of A- or higher (as rated by S&P Global Ratings Inc.) or A3 or higher (as rated by Moody's Investor Services, Inc.) or other financial institution reasonably acceptable to the Company.
- (CC) "Scheduled Quantity" means the net quantity of natural gas confirmed by the Pipelines at the Company's city gate after the gas day has ended.

REQUIREMENTS FOR SSO SUPPLIER PARTICIPATION

- (A) Each SSO Supplier desiring to participate in the SSO auctions will be evaluated by the Company to ensure that it possesses the financial resources and adequate experience to perform its responsibilities

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as a SSO Supplier. Based on this evaluation, a SSO Supplier's participation may be limited to the number of tranches determined by the Company.

(B) To assist the Company in performing its evaluation, an SSO Supplier must do the following:

- (1) Complete and sign the SSO Supplier Agreement Form; and
- (2) Attend Company-sponsored SSO Supplier training; and
- (3) Demonstrate a working understanding of the proper electronic communications capabilities necessary to transact business with the Company; and
- (4) Be an approved replacement shipper on the Company's pipeline suppliers; and
- (5) Complete and sign the Company's SSO Supplier Credit Application; and
- (6) Provide financial information required by the Company sufficient to perform the Company's credit assessment of the SSO Supplier.
- (7) Provide any financial security required as a pre-condition for participation in the SSO Auction. Such financial security will be returned to non-winning Bidders following conclusion of the SSO Auction.

(C) Financial evaluations will be based on standard credit practices such as reviewing third party credit ratings, performing financial statement analysis on financial information that has been independently audited, and reviewing trade references, bank information, SSO Supplier payment history, and other available information, as appropriate. The financial statement analysis will consider various income statement and balance sheet metrics such as percentage of debt to total capitalization, net worth, net income and earnings before interest, taxes, and depreciation ("EBITDA"), coverage ratios such as interest coverage and debt to EBITDA, and cash flow metrics such as operating cash flows and/or funds from operations. The Company shall not deny an SSO Supplier's participation in the SSO service without reasonable cause.

(D) The Company reserves the right to conduct re-evaluations of an SSO Supplier's financial standing from time to time. Such re-evaluation may be initiated by the Company if the Company reasonably believes that the creditworthiness or operating environment of an SSO Supplier may have changed. Based on such re-evaluation, the Company may require the SSO Supplier to increase the amount of its financial security. If the SSO Supplier does not increase its security within five (5) business days of the Company's request. The SSO Supplier's participation may be suspended or terminated in accordance with the Consequences of an SSO Supplier's Failure to Perform or Comply section of this Tariff.

(E) Pay a financial evaluation fee as set forth in Sheet No. 45 herein.

(F) SSO Suppliers will have their creditworthiness assessed against exposures that include 150% of the tranches that they express the intent to bid on to allow for sufficient credit to enable an SSO Supplier to accept an increase in its tranche volumes, in the event of an SSO Supplier default, up to a level equal to 150% of the initial forecasted annual delivery requirements for the SSO Period of the tranches won by the SSO Supplier. Based on the Company's evaluation of the SSO Supplier's creditworthiness additional credit security may be required to be posted with the Company if the SSO Supplier is a winning bidder in the Auction. Such security may include letter of credit, cash or parental guarantee from a creditworthy entity. Any excess financial security will be returned following execution of all agreements by winning bidders.

(G) The Company shall have the right to proceed against an SSO Suppliers' letter of credit, parental guarantee, or any other collateral posted by the SSO Supplier to enforce recovery from SSO Supplier

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of any amounts owed to the Company.

- (H) In addition to those creditworthiness/security requirements addressed above, upon the awarding of tranches following the approval by the Commission of the SSO auction results, each SSO Supplier shall provide the Company by 1st of the month prior to the start of the SSO period a mutually agreeable irrevocable Letter of Credit in the amount of thirty-five cents per DTH (\$0.35/DTH) multiplied by the initial estimated annual delivery requirements for the SSO Period of the tranches won by that SSO Supplier.
- (1) This financial security shall be held and administered by the Company exclusively for the benefit of the other SSO Suppliers who receive an allocation of additional delivery requirements as a result of a default of the SSO Supplier that provided that security to the extent funds for distribution are received by the Company.
- (2) In the event of an SSO Supplier default, the Company shall distribute to other SSO Suppliers the proceeds of the security that the Company holds for the defaulting SSO Supplier to the extent the Company receives funds for distribution. This distribution of the proceeds of the defaulting SSO Supplier's security shall be allocated on a pro rata basis to other SSO Suppliers. This allocation of the defaulting SSO Suppliers' security proceeds to non-defaulting SSO Suppliers does not require proof of damages from those non-defaulting SSO Suppliers, and constitutes the entire amount of monies that would be due the remaining SSO Suppliers from the Company as a result of such default by an SSO Supplier.

RECORDS AND RETENTION

- (A) Each SSO Supplier shall maintain records and data to verify its compliance with the requirements of this Tariff Sheet and any applicable Commission rules.
- (B) Unless otherwise prescribed, all required records shall be retained for no less than two years following the completion of the SSO period.
- (C) Unless otherwise prescribed by the Commission or its authorized representatives, all required records required shall be provided to the Commission staff within five (5) business days of its request.

OBLIGATIONS TO THE COMPANY

- (A) Each SSO Supplier participating in this service shall:
- (1) Deliver gas to the Company on a firm basis at the awarded price; and
- (2) Establish and maintain a creditworthy financial position and/or provide required credit security to enable the SSO Supplier to indemnify the Company and the customers for costs incurred as a result of any failure by SSO 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.
- (B) Failure to fulfill any of these obligations may subject SSO Supplier to consequences set forth in the Consequences of SSO Supplier's Failure to Perform or Comply section of this Tariff Sheet.

TRANSPORTATION CAPACITY REQUIREMENTS

- (A) The Company will release to each SSO Supplier on a seasonal basis (April 1st and November 1st), with recall rights, a proportional quantity for each awarded tranche of the remaining Company firm transportation capacity after the Upstream Capacity Requirements (as described in the Rate FRAS, Full Requirements Aggregation Service, section of the DEO Gas Tariff) have been allocated.

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- (B) SSO Supplier will not be permitted to change any primary points of receipt or delivery associated with released pipeline transportation capacity.
- (1) If changed, the transgressing SSO Supplier may occur a penalty up to \$1,000,000 per DTH per day.
- (C) SSO Suppliers will be released capacity at the applicable pipeline's maximum tariff rate unless a discounted rate on the released capacity exists;
- (1) The discounted rates will only apply if the capacity is utilized as per the pipeline discounted defined path.
- (2) If the SSO Supplier uses the capacity outside the discounted path, all associated fees charged to the Company will be charge the transgressing SSO Supplier.
- (D) The costs of the released transportation capacity will be invoiced by the pipelines and paid directly to the pipelines by the SSO Supplier.
- (E) The released transportation capacity is subject to recall if:
- (1) SSO Supplier does not perform in accordance with the SSO Supplier Agreement; or
- (2) Fails to pay the pipeline charges for the transportation capacity; or
- (3) Fails to comply with other relevant provisions set forth in the Company's Tariff.
- (F) SSO Supplier may re-release on a recallable basis any assigned transportation capacity; provided that:
- (1) SSO Supplier will continue to be responsible to the pipeline for all charges associated with the assigned capacity and will hold the Company harmless in the event charges are not paid.
- (2) Any re-release of such capacity remains subject to the requirements and restrictions identified in the Company's Tariff and discount requirements.
- (3) Re-release does not remove the SSO Supplier's obligation in delivering the required daily volumes.
- (G) SSO Supplier will be notified of the released pipeline contracts, volumes, and offer numbers no later than the 3rd business day prior to the start of the release period (April 1st or November 1st).
- (H) SSO Supplier must accept assignment of capacity within 48 hours of the release notice. If the capacity is not accepted, the SSO Supplier will be billed by the Company the pipeline reservation charges for the capacity until such assignment is accepted on the pipeline.
- (I) Actual proof to demonstrate required city gate natural gas supply arrangements to match the Maximum Design Quantity (MDQ) for each awarded tranche will be submitted no later than the 25th of the month prior to the start of the winter season (November 1st – March 31st).
- (J) SSO Suppliers shall be required to secure additional city gate natural gas supply arrangements such that when combined with their assigned capacity is sufficient to meet a minimum of 100% of their Adjusted Targeted Supply Quantity (ATSQ) in the event that the ATSQ is greater than the MDQ.

DAILY BALANCING AND STORAGE MANAGEMENT

- (A) An SSO Supplier will be required to assist in the Company's management of storage and balancing by delivering the ATSQ which includes adjustments to facilitate daily injections or daily withdrawals.

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- (B) By 10:00 a.m. Eastern Prevailing Time (EPT) each day (including Saturdays, Sundays, and Holidays), The Company will post on its EBB, the ATSQ for the gas day beginning 10:00 a.m. EPT the following day. The Company shall provide a ATSQ that shall be delivered to each city gate or zone.
- (C) If necessary, by 1:00 p.m. Eastern Prevailing Time (EPT) each day (including Saturdays, Sundays, and Holidays), The Company will post on its EBB, a revised ATSQ for the current gas day. The Company shall provide a ATSQ that shall be delivered to each city gate or zone.
- (D) An SSO Supplier may request the ability to deliver gas to city gates that are not part of the capacity release portfolio for limited deliverable quantities. The request must be made using the Nomination Request form located on the Company's EBB and be submitted no later than the 1:00 PM (Eastern Prevailing Time) on the third Friday of the prior month. The quantities will be allocated based on the maximum operational volumes allowed per SSO Supplier and Choice Supplier based on the their calculated MDQ. The Company will respond to the written request with the allowed allocated quantities per city gate.
- (E) No later than one hour prior to the NAESB deadline for the timely nomination cycle, SSO Supplier shall submit a valid nomination through the Company's EBB of its total city gate quantities of gas scheduled for the following gas day, allocated by city gate as directed by the Company.
- (1) An SSO Supplier will have the opportunity to make intraday changes in order to ensure the ATSQ volume is scheduled.
 - (2) The Company will have no obligation to accommodate retroactive nominations, or changes thereto, that are made after the NAESB deadline for the intraday 3 nomination cycle.
 - (3) Except on those days when Operational Flow Orders have been issued, if an SSO Supplier fails to deliver the daily ATSQ within a tolerance of plus or minus 1%, the SSO Supplier will be subjected to a daily penalty based on the per Dekatherm difference greater than the tolerance between the scheduled quantity (SQ) and the ATSQ multiplied by the higher of:
 - i. \$15/DTH; or
 - ii. three times (3x) Platts' Gas Daily Daily TCO-App + TCO SST fuel and transportation commodity variables; or
 - iii. three times (3x) Platts' Gas Daily Daily Texas Gas Zone 1 + Texas Gas STF fuel and transportation commodity variables.

Example 1: ATSQ = 15,000 DTHs; SQ = 14,900 DTHs; 1% Tolerance = 150 DTHs; No Penalty incurred

Example 2: ATSQ = 15,000 DTHs; SQ = 14,800 DTHs; 1% Tolerance = 150 DTHs; Penalty based on 50 DTHs

OPERATIONAL FLOW ORDER

- (A) The Company may issue an Operational Flow Order (OFO), at its discretion, as specified in this section upon determination that an action is required to:
- (1) protect the integrity of the Company's gas system; and/or
 - (2) assure deliveries or gas supplies to all firm customers; and/or
 - (3) to maintain adequate storage inventory balances; and/or
 - (4) adhere to the various interstate pipeline companies' balancing and operational requirements, as stated in their FERC approved gas tariffs under which served the Company.

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

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 SSO SUPPLIER'S FAILURE TO PERFORM OR COMPLY

- (A) If an SSO Supplier fails to deliver natural gas in accordance with this tariff, the Company may supply gas temporarily to meet the needs for the SSO Supplier which failed to deliver natural gas.
- (1) The Company shall bill the SSO Supplier which failed to deliver natural gas, the highest incremental cost of gas for that period that the Company actually paid for gas supplies, including transportation and all other applicable charges.
 - (2) The Company shall have the right to set off any amounts owed to the Company by the SSO Supplier against the any amounts owed to the SSO Supplier.
- (B) If an SSO Supplier fails to deliver natural gas in accordance with the full service requirements of the SSO Supplier Agreement, or otherwise fails to comply with the provisions of this Tariff Sheet, including those specified in the Obligations to the Company section, the Company shall have the discretion to initiate the process to suspend temporarily or terminate such SSO Supplier's further Standard Sale Service. To initiate the process, the Company shall serve a written notice of such failure in reasonable detail and with a proposed remedy to the SSO Supplier and the Commission, as set forth in Rule 4901:1-27-12(J) of the OAC.
- (C) 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 SSO Supplier from participation in the Company's Standard Sales Service. Except for failure due to under-delivery or non-delivery, if the Commission, or any Attorney Examiner, does not issue an entry to suspend or reject the action proposed by the Company within ten (10) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh (11th) business day. If the SSO Supplier's failure is due to under-delivery or non-delivery and, if the Commission, or an Attorney Examiner, does not act within five (5) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth (6th) business day.

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ALTERNATIVE DISPUTE RESOLUTION

Alternative Dispute Resolution shall be offered to SSO Suppliers and the Company 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

(A) If either SSO 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. None 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 an SSO Supplier to acquire adequate resources as required herein; or
- (3) Failure of SSO Supplier to deliver required natural gas volumes.

(B) 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.

SERVICE REGULATIONS

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

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DUKE ENERGY OHIO, INC.
SSO SUPPLIER AGREEMENT
ASSOCIATED WITH STANDARD SERVICE OFFER SERVICE

This Agreement is made and entered into this _____ day of _____, 20____, between Duke Energy Ohio, Inc., an Ohio corporation, 139 East Fourth Street, Cincinnati, Ohio 45202, hereinafter "Company", and _____, a(an) _____ corporation, hereinafter "SSO Supplier."

WHEREAS, the Company has conducted a Standard Sales Offer (SSO) auction and the SSO Supplier was a successful bidder of the auction.

WHEREAS, SSO Supplier has secured supplies of natural gas which it intends to supply and meet the requirements forecasted daily on the Company's system for each awarded tranche, all within the parameters established by the Company for its Standard Service Offer Service.

WHEREAS, Company is willing and able, pursuant to the terms of this Agreement, to accept and purchase natural gas supplies caused to be delivered into its city gate receipt points by SSO Supplier and to redeliver such natural gas supplies to Company's customers under Rates RS, RSLI, GS-S, and GS-L.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the SSO Supplier hereby agrees to cause to be delivered natural gas supplies as directed 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) "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.
- (2) "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States and shall run from 8 a.m. to 5 p.m. Eastern Prevailing Time.
- (3) "CCF" means a unit of gas equal to one hundred cubic feet
- (4) "Commission" or "PUCO" means the Public Utilities Commission of Ohio.
- (5) "Company" means Duke Energy Ohio.
- (6) "Customer" means a residential, non-mercantile, or mercantile recipient of the Company's Sales Service or Transportation Service.
- (7) "Default" means the failure of the Company or SSO 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 SSO Supplier.
- (8) "Dekatherm" or "DTH" means a unit of heating value equal to ten (10) Therms or Million BTU's (1 MMBTU).

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- (9) "MCF" means one thousand cubic feet.
- (10) "Maximum Daily Quantities" (MDQ) means the forecast maximum daily quantity of natural gas deliveries to supply the SSO tranche(s) demand during a design day event.
- (11) "Operational Flow Orders" (OFOs) are notices issued by the Company via its electronic bulletin board (EBB) requiring SSO Suppliers to adjust their daily deliveries into the Company's system to 1) match, or 2) match or be less than, or 3) match or be more than their Adjusted Target Supply Quantity for the tranche demand. SSO Supplier shall be required to deliver natural gas, or to cause natural gas to be delivered, into the Company's specified city gate or zone receipt points. If it is determined by the Company to be necessary, the specified receipt points and delivery amounts will be identified in the OFO notice posted on the EBB.
- (12) "Standard 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. 35).
- (13) "SSO Supplier" is a qualified business entity that: (1) has been awarded a tranche of Standard Sales Service demand, (2) agrees to accept responsibility for supplying gas for the tranche for the Standard Service Offer period, (3) meets the Requirements for SSO Supplier Participation set out in this Tariff Sheet, and (4) has executed a SSO Supplier Agreement with the Company.
- (14) "Target Supply Quantities" (TSQ) are defined as daily city gate delivery quantities determined from statistical models used to estimate the daily gas usage in SSO Supplier's tranche based on the forecasted temperatures. These daily gas usage estimates are adjusted for Unaccounted-for Gas Loss and converted from volumetric to thermal quantities using the Monthly System BTU.
- (15) "Forecasted Temperatures" are defined as the average expected weather temperatures prior to the start of the gas day, in Fahrenheit, for the Company's service territory for the gas day.
- (16) "Actual Temperatures" is defined as the average actual weather temperatures, in Fahrenheit, for the Company's service territory for the gas day.
- (17) "Tranche" is one equal part of the proportionate share of Standard Sales Services customers expected usage.
- (18) "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).
- (19) "Standard Service Offer period" means the period of twelve (12) months from April 1 to March 31 except for the first period where the period will be from November 1, 2022 through March 31, 2024.
- (20) "NYMEX Price" means the contract final settlement price of the natural gas futures contract each month.
- (21) "NYMEX" means the New York Mercantile Exchange.
- (22) "Standard Service Offer rate" means the monthly updated gas cost adjustment determined by summing the Retail Price Adjustment and the NYMEX Price.
- (23) "Monthly System BTU" means weighted average heat content of the Company's city gate receipt meters measured on a twelve (12) month ending basis.
- (24) "Unaccounted-for Gas Loss" or "System Shrinkage" 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.

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discrepancies due to meter inaccuracies, Company use and the use of cycle billing, an amount of gas used but not billed.

(25) "Adjusted Target Supply Quantities", or "ATSQ", is defined as the Target Supply Quantities plus or minus any adjustments that the Company shall require the SSO Supplier to make to its daily deliveries to manage the Company's storage and balance the system.

(26) "Gas Day" is a period of 24 consecutive hours beginning at 10 A.M. Eastern Prevailing Time which includes the recognition of Day Light Saving Time.

(27) "Retail Price Adjustment" or "RPA" means the price adjustment (positive or negative) in dollars and fractions thereof that shall be applied to the NYMEX Price monthly throughout the Standard Service Offer period, expressed in dollars per DTH.

(28) "Qualified Issuer" means a U.S. commercial bank with total assets of at least \$10 billion having a general long-term senior unsecured debt rating of A- or higher (as rated by S&P Global Ratings Inc.) or A3 or higher (as rated by Moody's Investor Services, Inc.) or other financial institution reasonably acceptable to the Company.

(29) "Scheduled Quantity" means the net quantity of natural gas confirmed by the Pipelines at the Company's city gate after the gas day has ended.

ARTICLE II

Term

The term of this Agreement shall commence upon execution of this Agreement. Such execution shall occur within five business days of the completion of the auction resulting in the SSO Supplier being awarded one or more tranches. The term of the Agreement shall continue for the entire length of the SSO period, unless terminated by the Company because of default. However, Articles I, II, III, V, VIII, XIII, and XIV shall continue beyond the SSO Period for no longer than six (6) months.

The applicable SSO Period for this Agreement is set forth in Exhibit A. In addition, the number of tranches awarded to the SSO Supplier will be set forth in Exhibit A.

ARTICLE III

Credit Requirements for Standard Sales Service

The SSO Supplier shall establish and maintain a creditworthy financial position and/or provide required credit security to enable the SSO Supplier to indemnify the Company and the Company's customers for costs incurred as a result of any failure by SSO 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. If the Company determines that it is necessary, the SSO Supplier shall maintain a cash deposit, an irrevocable letter of credit in a form acceptable to the Company from a Qualified Issuer, or such other financial instrument as the Company may require during the term of this agreement in order to assure the SSO Supplier's performance of its obligations under this Agreement. The SSO Supplier must continue to meet the Company's credit requirements throughout the SSO Period. Accordingly, the SSO Supplier shall upon request, provide the Company with balance sheet

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and other financial statements along with such other information as needed for the Company to periodically perform its credit assessment of the SSO Supplier. The SSO Supplier creditworthiness will be assessed against exposures that include 150% of the tranches awarded.

The SSO Supplier agrees that, in the event it defaults on its obligations under this Agreement, the 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 SSO Supplier's behalf or any other revenues obtained by the Company as a result of any and all agreements and relationships between Company and SSO 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 SSO Supplier such as pipeline penalty charges and other amounts owed to the Company, and arising from, SSO Supplier's participation in this Service.

In the event the SSO Supplier's participation in this service is terminated 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 those creditworthiness/security requirements addressed above, upon the awarding of tranches following the approval by the Commission of the SSO auction results, each SSO Supplier shall provide the Company by 1st of the month prior to the start of the SSO period an irrevocable Letter of Credit substantially in the form of Exhibit B from a Qualified Issuer in the amount of thirty-five cents per DTH (\$0.35/DTH) multiplied by the initial estimated annual delivery requirements for the SSO Period of the tranches awarded by that SSO Supplier. This financial security shall be held and administered by the Company exclusively for the benefit of the other SSO Suppliers who receive an allocation of additional delivery requirements as a result of a default of the SSO Supplier that provided that security to the extent funds for distribution are received by the Company. In the event of an SSO Supplier default, the Company shall distribute to other SSO Suppliers the proceeds of such security that the Company holds for the defaulting SSO Supplier to the extent the Company receives funds for distribution. This distribution of the proceeds shall be allocated on a pro rata basis to other SSO Suppliers. This allocation of the defaulting SSO Suppliers' security proceeds to non-defaulting SSO Suppliers does not require proof of damages from those non-defaulting SSO Suppliers, and constitutes the entire amount of monies that would be due the remaining SSO Suppliers from the Company as a result of such default by an SSO Supplier.

ARTICLE IV

Obligations to the Company

In exchange for the opportunity to participate in the Company's Standard Sales Service, the SSO Supplier agrees to deliver natural gas to the Company's specified city gates at the quantity directed at the awarded price.

ARTICLE V

Billing and Payment

The Company will pay the SSO Supplier the Retail Price Adjustment (as shown on Exhibit A) plus the

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monthly NYMEX Price for the scheduled quantities received at the Company's city gates which should be equal to the Adjusted Target Supply Quantity (ATSQ) per dekatherm.

On a monthly basis the company will generate an invoice in which if the SSO Supplier owes the Company, the invoice will be paid within 10 calendar days of receipt; and if the Company owes the SSO Supplier, the invoice will be paid by the 20th calendar day of the following month via wire or ACH; and if the payment date falls on a weekend or holiday, payment will be made the next business day.

If the SSO 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.

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 SSO Supplier after giving written notice of its intention to do so, but such suspension or cancellation shall not discharge SSO 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 VI

Interstate Pipeline Capacity

The Company will release to the SSO Supplier on a seasonal basis (April 1st and November 1st), with recall rights, a proportional quantity for each awarded tranche of the remaining Company firm transportation capacity after the Upstream Capacity Requirements (as described in the Rate FRAS, Full Requirements Aggregation Service, section of the DEO Gas Tariff) have been allocated. The SSO Supplier will not be permitted to change any primary points of receipt or delivery associated with released pipeline transportation capacity. If changed, the SSO Supplier will incur a penalty of up to \$1,000,000 per DTH per day.

The SSO Suppliers shall be required to secure additional city gate natural gas supply arrangements such that when combined with their assigned capacity is sufficient to meet a minimum of 100% of their Maximum Design Quantity (MDQ) for peak design day for each tranche for the winter season (November 1st – March 31st). The SSO Supplier shall demonstrate actual proof of the required city gate natural gas supply arrangements to match the MDQ for each awarded tranche which shall be submitted no later than the 25th of the month prior to the start of the winter season (November 1st – March 31st). In the event the Adjusted Targeted Supply Quantity (ATSQ) is greater than the MDQ on any given gas day, the SSO Supplier shall be responsible for delivering the ATSQ for that gas day.

The SSO Suppliers will be released capacity at the applicable pipeline's maximum tariff rate unless a discounted rate on the released capacity exists. The discounted rates will only apply if the capacity is utilized as per the pipeline discounted defined path. If the SSO Supplier uses the capacity outside the discounted path, all associated fees charged to the Company will be charged to the transgressing SSO Supplier.

The SSO Supplier may re-release on a recallable basis any released transportation capacity provided that the SSO Supplier will continue to be responsible to the pipeline for all charges associated with the released capacity and will hold the Company harmless in the event charges are not paid. Any re-release of such capacity remains subject to the requirements and restrictions identified in the Company's Tariff and discount

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requirements. In addition, the re-release does not remove the SSO Supplier's obligation in delivering the required daily volumes.

The SSO Supplier will be notified of the released pipeline contracts, volumes, and offer numbers no later than the 3rd business day prior to the start of the release period (April 1st or November 1st). The SSO Supplier must accept release of capacity within 48 hours of the release notice. If the capacity is not accepted, the SSO Supplier will be billed by the Company the pipeline reservation charges for the capacity until such release is accepted on the pipeline.

ARTICLE VII

Daily Balancing and Storage Management

The SSO Supplier will be required to assist in the Company's management of storage and balancing by delivering the ATSQ which may include adjustments to facilitate the Company's planned daily injections or daily withdrawals.

By 10:00 a.m. Eastern Prevailing Time (EPT) each day (including Saturdays, Sundays, and Holidays), the Company will post on its EBB, the ATSQ for the gas day beginning 10:00 a.m. EPT the following day. The Company shall provide an ATSQ that shall be delivered to each city gate or zone. If necessary, by 1:00 p.m. EPT each day (including Saturdays, Sundays, and Holidays), the Company will post on its EBB, a revised ATSQ for the current gas day. The Company shall provide an ATSQ that shall be delivered to each city gate or zone.

No later than one hour prior to the NAESB deadline for the timely nomination cycle, the SSO Supplier shall submit a valid nomination through the Company's EBB of its total city gate quantities of gas scheduled for the following gas day, allocated by city gate as directed by the Company. The SSO Supplier will have the opportunity to make intraday changes in order to ensure the ATSQ volume is scheduled. The Company will have no obligation to accommodate retroactive nominations, or changes thereto, that are made after the NAESB deadline for the intraday 3 nomination cycle.

Except for those days when Operational Flow Orders (OFO) have been issued, if an SSO Supplier fails to deliver the daily ATSQ within a tolerance of plus or minus 1%, the SSO Supplier will be subjected to a daily penalty based on the per Dekatherm difference greater than the tolerance between the scheduled quantity (SQ) and the ATSQ multiplied by the higher of:

- i. \$15/DTH; or
- ii. three times (3x) Platts' Gas Daily Daily TCO-App + TCO SST fuel and transportation commodity variables; or
- iii. three times (3x) Platts' Gas Daily Daily Texas Gas Zone 1 + Texas Gas STF fuel and transportation commodity variables.

The Company may issue an OFO, at its discretion, as specified in this section upon determination that an action is required to protect the integrity of the Company's gas system; and/or assure deliveries or gas supplies to all firm customers; and/or to maintain adequate storage inventory balances; and/or adhere to the various interstate pipeline companies' balancing and operational requirements, as stated in their FERC approved gas tariffs under which served the Company. The Company will post the OFO notice via its EBB.

An Under-deliveries OFO requires the SSO Supplier to schedule quantities at a level equal to or greater than the ATSQ. Typically, this type of OFO is seen in the winter. An Over-deliveries OFO requires the SSO

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Supplier to schedule quantities at a level equal to or less than the ATSQ. Typically, this type of OFO is seen in the summer.

On days when an OFO is in effect, if an SSO Supplier fails to deliver in accordance with the OFO, the SSO Supplier will be subjected to a daily penalty based on the per Dekatherm difference between the scheduled quantity (SQ) and the ATSQ multiplied by the higher of:

- i. \$50/DTH; or
- ii. three times (3x) Platts' Gas Daily Daily TCO-App + TCO SST fuel and transportation commodity variables; or
- iii. three times (3x) Platts' Gas Daily Daily Texas Gas Zone 1 + Texas Gas STF fuel and transportation commodity variables.

The SSO Supplier may request the ability to deliver natural gas to city gates that are not part of the capacity release portfolio for limited deliverable quantities. The request must be made using the Nomination Request form located on the Company's EBB and be submitted no later than the 1:00 PM (Eastern Prevailing Time) on the third Friday of the prior month. The quantities will be allocated based on the maximum operational volumes allowed per SSO Supplier and Choice Supplier based on the their calculated MDQ. The Company will respond to the written request with the allowed allocated quantities per city gate.

ARTICLE VIII

Remedies

1. Defaults. In addition to other rights to terminate or cancel that appear elsewhere in this Contract, if the SSO Supplier fails to perform, to a material extent, any of the obligations imposed under this Agreement, then Duke Energy may, at its option, terminate or cancel this Agreement by causing written notice thereof to be served on the SSO Supplier in default, stating specifically the cause for terminating or canceling this Agreement and declaring it to be the intention of Duke Energy giving the notice to terminate or cancel. 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 SSO Supplier from participation in the Company's Standard Sales Service. Except for failure due to under-delivery or non-delivery, if the Commission, or any Attorney Examiner, does not issue an entry to suspend or reject the action proposed by the Company within ten (10) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh (11th) business day. If the SSO Supplier's failure is due to under-delivery or non-delivery and, if the Commission, or an Attorney Examiner, does not act within five (5) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth (6th) business day.

2. Sole and Exclusive Remedies. The liquidated damages, penalties, termination rights, cancellation rights, and interest payments outlined in this Agreement for non-performance herein shall be the Company and the SSO 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, downtime costs, or claims for damages by third parties upon the Company or SSO Supplier. This applies whether claims are based upon contract, warranty, tort, (including negligence and strict liability), or other theories of liability.

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ARTICLE IX

Force Majeure

If either SSO 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. None of the following shall be considered a force majeure condition:

- i. Changes in market conditions that affect the acquisition or transportation of natural gas; or
- ii. Failure of an SSO Supplier to acquire adequate resources as required herein; or
- iii. Failure of SSO Supplier to deliver required natural 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.

ARTICLE X

Title to Gas

The SSO 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 hold it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of a breach of such warranty.

ARTICLE XI

Limitation of Third-Party Rights

This Agreement is entered into solely for the benefit of Duke Energy Ohio and the SSO 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.

ARTICLE XII

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 XIII

Applicable Law and Regulations

Filed pursuant to Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued: _____

Effective: _____

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

Addendum to
Original Sheet No. 43
Page 9 of 14

This Agreement shall be construed under the terms of the Company's P.U.C.O. Gas No. 18 tariff, as may be amended from time to time with the approval of the Commission. In the event the terms of this Agreement and said tariff differ in any regard, the terms of the tariff shall control.

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 XIV

Notices and Correspondence

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

Natural Gas Business Unit
4720 Piedmont Row Drive
Charlotte, NC 28210
Attention: Manager, Gas Supply

Telephone notices and correspondence to the Company shall be directed to (704) 731-4625. Operational notices to the Company shall be directed to the above address, Attention: NGBU Gas Supply, telephone (704) 731-4625.

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

Telephone notices to the SSO Supplier shall be directed to () .
Fax notices to the SSO 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 HEREOF, the parties hereto executed this Agreement on the day and year first above written.

WITNESS:
Duke Energy Ohio, Inc.

WITNESS:
SSO SUPPLIER

By

By

Title

Title

Filed pursuant to Order dated in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

Addendum to
Original Sheet No. 43
Page 10 of 14

Exhibit A

The Standard Service Offer Period shall commence on _____, 20____ and end on _____, 20____.

The Retail Price Adjustment for the SSO Period will be: \$ _____ per Dekatherm.

The number of awarded tranches pursuant to this agreement are _____.

Filed pursuant to Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued: _____ Effective: _____

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

Addendum to
Original Sheet No. 43
Page 11 of 14

Exhibit B

[LETTERHEAD OF ISSUING BANK]

Irrevocable Standby Letter of Credit No.: _____

Date: _____

Beneficiary:
Duke Energy Ohio, Inc.
c/o Duke Energy Corporation
Attention: Chief Risk Officer
400 S. Tryon Street
Charlotte, NC 28202

Ladies and Gentlemen:

By the order of:

Applicant: _____

We hereby issue in your favor our irrevocable letter of credit No.: _____ ("Letter of Credit") for the
account of _____ (the "Applicant") for an amount or amounts not to exceed _____ US
Dollars in the aggregate (US\$ _____) available by your drafts at sight
drawn on [Issuing Bank] effective _____ and expiring at our office on _____ (the
"Initial Expiration Date"). This Letter of Credit shall be automatically extended, without amendment, after the
Initial Expiration Date for successive one (1) year periods unless we provide Beneficiary with not less than
sixty (60) days' prior written notice by overnight courier to the address set forth above that we elect not to
extend this Letter of Credit. This Letter of Credit will not be extended beyond _____ ("Final
Expiration Date"). Upon receipt by the Beneficiary of any such notice not to extend this Letter of Credit and
notwithstanding anything in this Letter of Credit to the contrary, the Beneficiary may draw any or the entire
amount available hereunder by presenting drawing documents in compliance with the terms and conditions of
this Letter of Credit.

Funds under this Letter of Credit are available against your draft(s), in the form of attached Annex 1,
mentioning our letter of credit number and presented at our office located at [Issuing Bank's address must be
in US] and accompanied by a certificate in the form of attached Annex 2 with appropriate blanks completed,
purportedly signed by an authorized representative of the Beneficiary, on or before the Final Expiration Date in
accordance with the terms and conditions of this Letter of Credit. Partial drawings under this Letter of Credit
are permitted.

Filed pursuant to Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued: _____ Effective: _____

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

Addendum to
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We hereby undertake to promptly honor your drawing(s) presented in compliance with the terms of this Letter of Credit, up to the amount then available herein, in no event will payment exceed the amount then available to be drawn under this Letter of Credit.

We engage with you that drafts drawn under and in conformity with the terms of this Letter of Credit will be duly honored on presentation if presented on or before the Final Expiration Date. Presentation at our office includes presentation in person, by certified, registered, or overnight mail.

Except as stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of [Issuing Bank] under this Letter of Credit is the individual obligation of [Issuing Bank] and is in no way contingent upon reimbursement with respect hereto.

This Letter of Credit is subject to the International Standby Practices 1998, International Chamber Of Commerce Publication No. 590 ("ISP98"). Matters not addressed by ISP98 shall be governed by the laws of the state of New York.

We shall have a reasonable amount of time, not to exceed two (2) business days following the date of our receipt of drawing documents, to examine the documents and determine whether to take up or refuse the documents and to inform you accordingly.

Kindly address all communications with respect to this Letter of Credit to [Issuing Bank's contact information], specifically referring to the number of this Letter of Credit.

All banking charges are for the account of the Applicant.

This Letter of Credit may not be amended, changed or modified without our express written consent and the consent of the Applicant and the Beneficiary.

Very truly yours

[Issuing Bank]

Authorized Signer

Authorized Signer

This is an integral part of letter of credit number: _____
_____ [irrevocable standby letter of credit number]

Filed pursuant to Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

Addendum to
Original Sheet No. 43
Page 13 of 14

ANNEX 1

FORM OF SIGHT DRAFT

[date of sight draft]

To: _____

[Issuing Bank's name and address]

For the value received, pay to the order of _____ by wire transfer
of immediately available funds to the following account:

[name of account]

[account number]

[name and address of bank at which account is maintained]

[aba number]

[reference]

The following amount: _____ United States Dollars

[insert number of dollars in writing]

US\$

[insert number of dollars in figures]

Drawn upon your irrevocable letter of credit No. _____ dated _____

[irrevocable standby letter of credit number] [effective date]

[Beneficiary]

By: _____

Title: _____

This is an integral part of letter of credit number: _____

[irrevocable standby letter of credit number]

Filed pursuant to Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued: _____ Effective: _____

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

Addendum to
Original Sheet No. 43
Page 14 of 14

ANNEX 2

FORM OF CERTIFICATE

[Insert date of certificate]

To:

[issuing bank's name and address]

Duke Energy (the "Beneficiary") is drawing the funds requested under this draft based on the below specified draw condition:

[check appropriate draw condition]

[] The undersigned hereby certifies that the amount of US\$ is due and owing and remains unpaid (beyond the time allowed for such payment, including following any related notice or grace period or both) to the undersigned by [Applicant's name] in accordance with the terms and provisions of the [name of contract] dated as of [insert date], by and between Beneficiary and (the "Applicant") to which the Letter of Credit relates.

Or

[] Applicant has failed to extend or replace the Letter of Credit and/or provide other acceptable replacement collateral as required in the Agreement, and less than thirty (30) days remain prior to the expiration of the Letter of Credit, wherefore Beneficiary hereby demands payment of US\$ to be held as collateral until Beneficiary is provided with a replacement letter of credit or other acceptable collateral.

Duke Energy

By:

Title:

Filed pursuant to Order dated in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 70.23
Cancels Sheet No. 70.42
Page 1 of 6

RIDER GCR

GAS COST RECOVERY

THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN

~~The Gas Cost Recovery Rate (G.C.R.) to be charged under these tariffs shall be determined in accordance with Chapter 4901:1-14 of the Ohio Administrative Code, which, in pertinent part, reads as follows:~~

APPLICABILITY

~~The provisions of this chapter shall apply to all gas and natural gas companies subject to the jurisdiction of the Commission, with respect to all schedules of rates established or approved by the Commission, including, but not limited to rate schedules approved or established under Sections 4905.31, 4909.19, and 4909.39 of the Revised Code. The provisions of this chapter shall not apply to municipal ordinance rates established under Section 743.26 or 4909.34 of the Revised Code or Article XVIII, Section 4 of the Ohio Constitution, except in instances where a municipal ordinance adopts, by reference or otherwise, rates established by the Commission.~~

GAS COST RECOVERY RATE

~~(A) The Gas Cost Recovery Rate equals:~~

~~(1) The gas or natural gas company's expected gas cost for the upcoming quarter; plus or minus~~

~~(2) The supplier refund and reconciliation adjustment, which reflects:~~

~~(a) Refunds received from the gas or natural gas company's interstate pipeline suppliers plus ten percent annual interest, except the jurisdictional portion of refunds applicable to the period prior to January 1, 1980, which are ultimately determined to be payable for sales to nonexempt industrial users which shall be paid in a lump sum payment as approved by the Commission; and~~

~~(b) Adjustments ordered by the Commission following hearings held under Rule 4901:1-14-08 of the Administrative Code, plus ten percent annual interest; plus or minus~~

~~(3) The actual adjustment which compensates for differences between the previous quarter's expected gas cost and the actual cost of gas during that quarter; plus or minus~~

~~(4) The balance adjustment, which compensates for any under or over collections which have occurred as a result of prior adjustments.~~

~~(B) The gas cost recovery rate shall be calculated on Company wide basis.~~

~~(C) The final gas cost recovery rate shall be determined in accordance with Rule 4901:1-14-05(A).~~

REPORTS

~~(A) The Company shall submit quarterly gas cost recovery reports to the Commission, in such form as the Commission requires. The filing date for each such report shall be established by the~~

Filed pursuant to Order dated March 29, 2006 in Case No. 06-407-GE-ATA21-0903-GA-EXM before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. MeyerAmy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 70.~~23~~
Cancels Sheet No. 70.~~42~~
Page 2 of 6

~~Commission.~~

REPORTS (Contd.)

- ~~— (B) Each quarterly report shall contain:~~
 - ~~— (1) An updated gas cost recovery rate, determined in accordance with Rule 4901:1-14-05 and Appendix A of the Administrative Code;~~
 - ~~— (2) The data and calculations used to determine the updated gas cost recovery rate; and~~
 - ~~— (3) Such other information as the Commission requires.~~

CUSTOMER BILLING

- ~~— (A) Unless otherwise ordered by the Commission the quarterly updated gas cost recovery rate filed in accordance with Rule 4901:1-14-04 of the Administrative Code shall become effective and shall be applied to customer bills for service rendered on or after the thirtieth day following the filing date established by the Commission, or, at the option of the gas or natural gas company, on or after the first day of the month following the thirtieth day after filing date established by the Commission. The Commission may at any time order a reconciliation adjustment as a result of errors or erroneous reporting.~~
- ~~— (B) Except as provided in paragraphs (C) and (D) of this rule, if the gas cost recovery rate changes during the customer's billing cycle, the gas or natural gas company shall apply a weighted average gas cost recovery rate to its customer bills. The weighted average gas cost recovery rate shall be determined in accordance with "Appendix B" to this chapter.~~
- ~~— (C) If the gas cost recovery rate changes during a customer's billing cycle, and if the customer's actual daily consumption is known by the gas or natural gas company, the company may, instead of applying a weighted average gas cost recovery rate, apply each gas cost recovery rate which was effective during the billing cycle to the volumes actually consumed when that rate was in effect.~~
- ~~— (D) The Commission may, upon request of the Company, and for good cause shown, exempt the Company from the requirement that it apply weighted average gas cost recovery rates to its customer bills. In determining whether to grant such requests, the Commission shall consider:~~
 - ~~— (1) The number of customers served by the Company;~~
 - ~~— (2) The cost to the Company and its customer of determining weighted average gas cost recovery rates; and~~
 - ~~— (3) Such other factors as the Commission considers important.~~
- ~~— (E) The Company shall indicate on each customer's bill:~~
 - ~~— (1) The gas cost recovery rate expressed in dollars and cents per MCF or CCF; and~~
 - ~~— (2) The total charge attributable to the gas cost recovery rate expressed in dollars and cents.~~

Filed pursuant to Order dated March 29, 2006 in Case No. 06-407-GE-ATA21-0903-GA-EXM before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. MeyerAmy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

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

~~At least thirty days after the filing of each audit report required under Paragraph (D) of Rule 4901:1-14-07 of the Administrative Code, the Commission shall hold a public hearing to review:~~

- ~~(1) The audit findings, conclusions, and recommendations; and~~
- ~~(2) Such other matters relating to the gas or natural gas company's gas cost recovery rates as the Commission considers appropriate.~~

AUDITS

~~The Commission shall conduct, or cause to be conducted, periodic financial and management/performance audits of each gas or natural gas company subject to the provisions of this chapter. Unless otherwise ordered by the Commission, the audits shall be conducted annually. Unless otherwise ordered by the Commission, each audit shall be conducted by a qualified independent auditing firm selected according to paragraphs (C) and (D) of Rule 4901:1-14-07. The cost of each such audit shall be paid by the gas or natural gas company.~~

DEFINITIONS

~~For purposes of this chapter:~~

- ~~(A) "Commission" means the public utilities commission.~~
- ~~(B) "Gas company" and "natural gas company" have the meanings set forth in Section 4905.03 of the Revised Code.~~
- ~~(C) "Purchased gas adjustment clause" has the meaning set forth in Section 4905.302 of the Revised Code.~~
- ~~(D) "Gas" means any vaporized fuel transported or supplied to consumers by a gas or natural gas company, including, but not limited to natural gas, synthetic gas, liquefied natural gas, and propane.~~
- ~~(E) "Synthetic gas" means gas formed from feedstocks other than natural gas, including but not limited to coal, oil, or naphtha.~~
- ~~(F) "Gas cost recovery rate" means the quarterly updated gas cost adjustment determined in accordance with Rule 4901:1-14-05 of the Administrative Code and "Appendix A" to this chapter.~~
- ~~(G) "Mcf" means a unit of gas equal to one thousand cubic feet.~~
- ~~(H) "Ccf" means a unit of gas equal to one hundred cubic feet.~~
- ~~(I) "Gas costs" or "cost of gas" means the cost to a gas or natural gas company of obtaining the gas which it sells to its customers. The cost of gas shall include the transportation and storage charges of interstate pipeline suppliers to the extent that those charges are incorporated in the commodity rates or demand charges. The cost of gas does not include the cost of utility storage.~~
- ~~(J) "Customer" means each billing account of a gas or natural gas company.~~

Filed pursuant to Order dated March 29, 2006 in Case No. 06-407-GE-ATA21-0903-GA-EXM before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. MeyerAmy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 70.23
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DEFINITIONS (Contd.)

- ~~—(K) "Special purchase" has the meaning set forth in Section 4905.302 of the Revised Code.~~
- ~~—(L) "Self help arrangement" means an arrangement between a gas or natural gas company and a customer providing for the transportation of gas owned by the customer from the point of production to the point of consumption.~~
- ~~—(M) "Includable gas supplies" means:~~
 - ~~—(1) Primary gas supplies;~~
 - ~~—(2) Includable propane; and~~
 - ~~—(3) Utility production volumes.~~
- ~~—(N) "Primary gas supplies" means:~~
 - ~~—(1) Supplies of natural gas or liquefied natural gas obtained from interstate pipeline suppliers, except short term supplies.~~
 - ~~—(2) Supplies of synthetic gas purchased under agreements approved by the commission under Section 4905.303 of the Revised Code, and other supplies of synthetic gas, except short term supplies, purchased under contracts approved by the commission;~~
 - ~~—(3) Supplies of gas obtained from other gas or natural gas companies;~~
 - ~~—(4) Supplies of gas, other than utility production volumes from old wells, obtained from Ohio producers;~~
 - ~~—(5) Supplies of gas made available to a gas or natural gas company under self help arrangements;~~
 - ~~—(6) Special purchases of natural gas not included in short term supplies; and~~
 - ~~—(7) Utility production volumes from new wells provided that such volumes are priced at the lower of either: (a) the price currently being paid by the utility to independent Ohio producers for gas from like wells or (b) the lowest commodity rate currently being paid by the utility to any of its interstate pipeline suppliers.~~
- ~~—(O) "Includable propane" means:~~
 - ~~—(1) Propane used for peak shaving purposes;~~
 - ~~—(2) Propane used for volumetric purposes at the end of a supply period to avoid monetary penalties, provided that the company promptly notifies the commission in writing of such usage; and~~
 - ~~—(3) Base Loading of Propane.~~

Filed pursuant to Order dated March 29, 2006 in Case No. 06-407-GE-ATA21-0903-GA-EXM before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. MeyerAmy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
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DEFINITIONS (Contd.)

- ~~—(P) "Utility production volumes" means all volumes of gas, other than synthetic gas, produced by a gas or natural gas company, or by a subsidiary or affiliate of a gas or natural gas company, unless the rates or charges for such production are subject to the jurisdiction of the Federal Energy Regulatory Commission.~~

- ~~—(Q) "Current direct cost of production" means the production and gathering expenses associated with utility production volumes from old wells which are included in accounts 750 through 769 of the "Uniform System of Accounts for Class A and B Gas Utilities," and accounts 710, 711, 713, 714, 715, 716, 717, and 719 of the "Uniform System of Accounts for Class C and D Gas Utilities."~~

- ~~—(R) "Production unit cost" means the current direct cost of production expressed in dollars and cents per Mcf.~~

- ~~—(S) "Short term supplies" means all special purchases of gas, to the extent that these purchases decrease the level of curtailment to any customer or class of customers, except special purchases approved by the commission under Section 4905.303 of the Revised Code. For purposes of this chapter, a special purchase decreases curtailment to a class of customers if curtailment of that class is reduced, maintained at the same level, or increased to a lesser degree as a result of the special purchase.~~

- ~~—(T) "Total sales" means all sales of includable gas supplies to retail customers. "Total sales" does not include volumes transported to consumers under self-help arrangements.~~

- ~~—(U) "Jurisdictional sales" means total sales, less sales to customers under municipal ordinance rates, except sales under municipal ordinances which have adopted, by reference or otherwise, rates established by the commission.~~

- ~~—(V) "Unit book cost" means the cost of total sales expressed in dollars and cents per Mcf as calculated using standard accounting methods acceptable to the commission and the gas or natural gas company's independent auditors submitting the certificate of accountability as required under paragraph (C) of Rule 4901:1-14-07 of the Administrative Code.~~

- ~~—(W) "Commodity rate" means the commodity portion of gas costs billed by a gas or natural gas company's suppliers expressed in dollars and cents per Mcf. For purposes of the calculations required under Rule 4901:1-14-05 of the Administrative Code, "commodity rate" means the commodity rate which is expected to be in effect on the fifth day after the effective date of the new gas cost recovery rate to be determined under that Rule.~~

- ~~—(X) "Monthly demand charge" means the monthly demand portion of gas costs billed by a gas or natural gas company's suppliers expressed in dollars and cents per Mcf. For purposes of the calculations required under Rule 4901:1-14-05 of the Administrative Code, "monthly demand charge" means the monthly demand charge which is expected to be in effect on the fifth day after the effective date of the new gas cost recovery rate to be determined under that Rule.~~

Filed pursuant to Order dated March 29, 2006 in Case No. 06-407-GE-ATA21-0903-GA-EXM before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. MeyerAmy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
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Cancels Sheet No. 70.42
Page 6 of 6

DEFINITIONS (Contd.)

- ~~—(Y) "Utility storage" means storage facilities operated and maintained by a gas or natural gas company, or by a subsidiary or affiliate of a gas or natural gas company, unless the charges for such facilities are incorporated in commodity rates or monthly demand charges filed with or approved by the Federal Energy Regulatory Commission.~~
- ~~—(Z) "Reconciliation adjustment" means a positive or negative adjustment to future gas cost recovery rates ordered by the commission pursuant to Rule 4901:1-14-06 or 4901:1-14-08 of the Administrative Code.~~
- ~~—(AA) "Supplier refund" means a refund from an interstate pipeline company ordered by the Federal Energy Regulatory Commission, including interest where ordered, where such refund is received as one lump sum payment or credit.~~
- ~~—(BB) "Expected gas cost" means the weighted average cost of primary gas supplies, utility production from old wells, and includable propane expressed in dollars and cents per Mcf and determined in accordance with "Appendix A" to this chapter.~~
- ~~—(CC) "Base Loading of Propane": Pursuant to the Public Utilities Commission of Ohio's February 16, 1983 Entry in Case No. 83-147 GA-UNC, "includable propane" for purposes of this tariff, includes the cost of propane vaporized for base load purposes provided that:~~
 - ~~1. The cost of such propane is less per MCF than the marginal price of natural gas which would be consumed absent the use of such propane; and,~~
 - ~~2. The expected replacement price of such propane is equal to or less than the marginal price of natural gas which would be consumed absent the use of such propane.~~
- ~~—The expected replacement price of propane is to be determined at the time the Company desires to vaporize and base load propane.~~

Filed pursuant to Order dated March 29, 2006 in Case No. 06-407-GE-ATA21-0903-GA-EXM before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 71.30~~4~~2
Cancels Sheet No. 71.30~~0~~1
Page 1 of 1

RIDER GCRR
GAS COST RECOVERY RATE

THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN

~~The Gas Cost Recovery Rate (GCRR) shall be determined in accordance with Chapter 4901:1-14 of the Ohio Administrative Code, which is substantially cited in its entirety on Sheet No. 70 of this Tariff, P.U.C.O. Gas No. 18.~~

~~The GCRR to be charged during the revenue month of January 2022 is \$0.5985 per 100 cubic feet.~~

Filed pursuant to an Order dated ~~March 11, 2004~~ _____ in Case No. ~~03-1384-GA-ORD~~21-0903-GA-EXM
before the Public Utilities Commission of Ohio.

Issued: ~~December 4, 2021~~

Effective: ~~January 4, 2022~~

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Original Sheet No. 72
Page 1 of 3

RIDER SSO

STANDARD SERVICE OFFER

APPLICABILITY

Applicable for Customers served under rates RS, RSLI, GS-S, and GS-L.

STANDARD SERVICE OFFER RATE

The Standard Service Offer Rate equals the per dekatherm total price of:

- (1) The Company's Retail Price Adjustment ("RPA") established for the length of the Standard Service Offer period per DTH, plus
- (2) The final settlement price of the NYMEX natural gas futures contract each month ("NYMEX Price") during the Standard Service Offer period.

The RPA plus NYMEX Price shall be expressed as the SSO Price per DTH converted to a price per CCF at the burner-tip by applying the system loss factor and the Monthly System BTU.

REPORTS

(A) The Company shall submit monthly Standard Service Offer rate reports to the Commission, in such form as the Commission requires. The filing date for each such report shall be established by the Commission.

(B) Each monthly report shall contain:

- (1) An updated Standard Service Offer rate,
- (2) The data and calculations used to determine the updated Standard Service Offer rate; and
- (3) Such other information as the Commission requires.

CUSTOMER BILLING

(A) Unless otherwise ordered by the Commission, the Standard Service Offer Rate shall be updated monthly for the NYMEX price. The rate shall become effective for the first billing cycle of the month. The NYMEX price used will be the NYMEX price established at least 30 days prior to the first billing cycle of the month.

(B) The Commission may at any time order a reconciliation adjustment as a result of errors or erroneous reporting.

(C) The Company will apply the Standard Service Offer rate which was effective at the beginning of the billing cycle for the start of revenue month.

(E) The Company shall indicate on each customer's bill:

Filed pursuant to Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
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Page 2 of 3

(1) The Standard Service Offer rate expressed in dollars and cents per CCF; and

(2) The total charge attributable to the Standard Service Offer rate expressed in dollars and cents.

DEFINITIONS

For purposes of this Rider:

(A) "Commission" means the Public Utilities Commission of Ohio.

(B) "Company" means Duke Energy Ohio.

(C) "Gas" means any vaporized fuel transported or supplied to consumers by a gas or natural gas company, including, but not limited to natural gas, liquefied natural gas, and propane.

(D) "Standard Service Offer rate" means the monthly updated gas cost adjustment determined by summing the Retail Price Adjustment, final settlement price of the NYMEX natural gas futures contract and any applicable adjustments.

(E) "MCF" means a unit of gas equal to one thousand cubic feet.

(F) "CCF" means a unit of gas equal to one hundred cubic feet.

(G) "Dekatherm" or "DTH" means a unit of heating value equal to ten (10) Therms or Million BTU's (1 MMBTU).

(H) "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.

(I) "Monthly System BTU" means weighted average heat content of the gas received at the Company's city gate receipt meters measured on a twelve (12) month ending basis.

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

(K) "Standard Sales Service" means service under Residential (Rate RS – Sheet No. 30), Residential Service Low Income Pilot (Rate RSLI – Sheet No. 34), General Service - Large (Rate GS-L – Sheet No. 35) or General Service – Small (Rate GS-S – Sheet No. 32).

(L) "Customer" means each billing account of a gas or natural gas company.

(M) "Utility storage" means storage facilities operated and maintained by a gas or natural gas company, or by a subsidiary or affiliate of a gas or natural gas company, unless the charges for such facilities are incorporated in commodity rates or monthly demand charges filed with or approved by the Federal Energy Regulatory Commission.

(N) "NYMEX" means the New York Mercantile Exchange

Filed pursuant to Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

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(O) "NYMEX Price" means the contract final settlement price of the natural gas futures contract each month.

(P) "Retail Price Adjustment" or "RPA" means the price adjustment (positive or negative) in dollars and cents that shall be applied to the NYMEX Price monthly throughout the Standard Service Offer period, the combination of which shall be expressed in dollars per DTH converted to a burnertip price per MCF by applying the system loss factor and Monthly System BTU and when divided by 10 shall represent a price in dollars per CCF.

(Q) "Standard Service Offer period means the period of twelve (12) months from April 1 to March 31 except for the first period where the period will be from November 1, 2022 through March 31, 2024.

SERVICE REGULATIONS

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

Filed pursuant to Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

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RIDER SSOR

STANDARD SERVICE OFFER RATE

The Standard Service Offer Rate (SSOR) shall be determined as described in Sheet No. 72 of this Tariff, P.U.C.O. Gas No. 18.

The SSOR to be charged during the revenue month of MMM YYYY is \$X.XXXX per billing CCF.

Filed pursuant to an Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

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RIDER SSOCR

STANDARD SERVICE OFFER COST RECONCILIATION RIDER

APPLICABILITY

Applicable for Customers served under rates RS, RSLI, GS-S, and GS-L. Rider SSOCR does not apply to customers being served under RFT, RFTLI, FT-S and FT-L except as provided below in the NON-BYPASSABLE PROVISION section.

DESCRIPTION

The SSOCR Rider will recover or pass back applicable incremental costs associated with Company's Standard Service Offer, including, but not limited to the following:

- (1) The reconciliation of actual costs to SSO revenue, and/or
- (2) Costs associated with storage from the Company's storage service providers and any transportation costs needed to utilize storage, and/or
- (3) Charges that Duke Energy Ohio pays Duke Energy Kentucky for deliveries from Duke Energy Kentucky's system into Duke Energy Ohio's system, and/or
- (4) Revenues and penalties received from Commission approved balancing services, and/or
- (5) Pipeline transportation charges and credits, and/or
- (6) Costs associated with managing the annual auction for SSO suppliers, and/or
- (7) Any incremental provider-of-last-resort costs, and/or
- (8) Other costs or credits applicable to SSO Service, and/or
- (9) Adjustments to charges billed through the SSOCR Rider during prior period(s).

The SSOCR Rider shall be updated quarterly.

NON-BYPASSABLE PROVISION

Subject to Commission approval, Rider SSOCR becomes applicable to all firm retail jurisdictional customers in the Company's gas service territory including customers taking service from Competitive Retail Natural Gas Suppliers (CRNGS) if ninety percent of the Company's total number of firm customers have switched to taking service from CRNGS.

Duke Energy Ohio shall apply to the Commission for confirmation that the Company should modify the Rider such that it becomes non-bypassable regardless as to whether or not the balance in the Rider results from over- or under-recovery.

For customers of CRNGS, Rider SSOCR will become bypassable again when, at the time of the quarterly filing, the number of customers taking service from CRNGS has fallen below the ninety percent threshold.

STANDARD SERVICE OFFER COST RECONCILIATION RIDER RATE

The SSOCR Rider Rate is \$X.XXXX per Billing CCF.

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RIDER ATC

AUCTION TRANSITION COST RIDER

APPLICABILITY

Applicable to all firm sales (RS, RSLI, GS-S & GS-L) and firm residential transportation (RFT & RFTLI) Customers.

DESCRIPTION

The ATC Rider will recover or pass back applicable incremental costs associated with the transition to a Standard Service Offer from a Gas Cost Recovery procurement process, including, but not limited to the following:

- (1) SSO Transition Costs (including but not limited to, incremental external labor and consultants necessary to expedite preparation of its Auction Application and obtain approval thereof); and/or
- (2) Other costs or credits as approved by the Commission.

The ATC Rider shall be updated quarterly.

TRANSITION COST RIDER RATE

The ATC Rider Rate is \$X.XXXX per Billing CCF.

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Clean Tariff

Duke Energy Ohio
139 East Fourth Street
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RATE RS

RESIDENTIAL SERVICE

APPLICABILITY

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

NET MONTHLY BILL

The Net Monthly Bill is determined as follows:

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

Fixed Delivery Service Charge per month	\$33.03
---	---------

Plus a Usage-Based Charge for

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

Plus the applicable charge per month as set forth on:

Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

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

Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider
Sheet No. 68, Rider STR, State Tax Rider
Sheet No. 73, Rider SSOR, Standard Service Offer Rate Rider
Sheet No. 74, Rider SSOCR, Standard Service Offer Cost Reconciliation Rider
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider
Sheet No. 77, Rider ATC, Auction Transition Cost Rider.

NATURAL GAS VEHICLE FUELING RIDER

Any gas delivered under Rate RS for the purpose of a retail residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling 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, Rider CEP, and Rider AU shown above, plus the percentage specified in Rider ETR, Sheet No. 64, Ohio Excise Tax Liability Rider.

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Duke Energy Ohio
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Cincinnati, Ohio 45202

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 4901:1-18-15 (C), 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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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).

Fixed Delivery Service Charge per month \$91.64

Plus a Usage-Based Charge for
All CCF delivered at \$0.099452 per CCF

Plus the applicable charge per month as set forth on:

Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

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

Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider
Sheet No. 68, Rider STR, State Tax Rider
Sheet No. 73, Rider SSOR, Standard Service Offer Rate Rider
Sheet No. 74, Rider SSOCR, Standard Service Offer Cost Reconciliation Rider
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider
Sheet No. 77, Rider ATC, Auction Transition Cost Rider.

NATURAL GAS VEHICLE FUELING RIDER

Any gas delivered under Rate GS-S for the purpose of a:

1. Retail non-residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises

and/or a

2. Commercial NGV fueling stations in the business of selling natural gas to the general public for the purpose of fueling NGV's

shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider.

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

LATE PAYMENT CHARGE

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

TERM OF SERVICE

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

SERVICE REGULATIONS

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

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RATE RFT

RESIDENTIAL FIRM TRANSPORTATION SERVICE

AVAILABILITY

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

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

Residential customers who are enrolled in income payment plans pursuant to Rule 4901:1-18-12, 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.

CHANGES IN CUSTOMERS' SERVICE ELECTIONS

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

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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.

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).

Fixed Delivery Service Charge per month \$33.03

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

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

Plus the applicable charge per month as set forth on:

Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

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

Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan
Sheet No. 66, Rider GSR, Gas Surcredit Rider
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider
Sheet No. 68, Rider STR, State Tax Rider
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider
Sheet No. 77, Rider ATC, Auction Transition Cost 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.

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NET MONTHLY BILL (Cont'd.)

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

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

MINIMUM BILL

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

NATURAL GAS VEHICLE FUELING RIDER

Any gas delivered under Rate RFT for the purpose of a retail residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider.

GENERAL TERMS AND CONDITIONS

1. Approved Supplier List

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

2. Applications and Service Date

A customer who desires service under this tariff shall apply through its chosen Supplier. 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.

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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, 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.

4. Regulatory Approvals

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

LATE PAYMENT CHARGE

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

- (1) customers actively enrolled on the Percentage of Income Payment Plan (PIPP) pursuant to Rule 4901:1-18-12, Ohio Administrative Code;
- (2) the unpaid account balances of those customers being back-billed in accordance with Section 4933.28 Ohio Revised Code;
- (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 _____ in Case No. 21-0903-GA-EXM before the Public Utilities Commission of Ohio.

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RATE RSLI

RESIDENTIAL SERVICE LOW INCOME

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. 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).

Fixed Delivery Service Charge per month	\$29.03
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Plus a Usage-Based Charge for All CCF	\$0.032728 per CCF
--	--------------------

Plus the applicable charge per month as set forth on:

Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program,
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

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

Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider
Sheet No. 68, Rider STR, State Tax Rider
Sheet No. 73, Rider SSOR, Standard Service Offer Rate Rider
Sheet No. 74, Rider SSOCR, Standard Service Offer Cost Reconciliation Rider
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider
Sheet No. 77, Rider ATC, Auction Transition Cost Rider.

NATURAL GAS VEHICLE FUELING RIDER

Any gas delivered under Rate RSLI for the purpose of a retail residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling 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.

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MINIMUM BILL

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

LATE PAYMENT CHARGE

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

- (1) customers actively enrolled on the Percentage of Income Payment Plan (PIPP) pursuant to Rule 4901:1-18-04(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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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).

Fixed Delivery Service Charge per month \$226.64

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

Plus the applicable charge per month as set forth on:

Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

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

Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider
Sheet No. 68, Rider STR, State Tax Rider

Sheet No. 73, Rider SSOR, Standard Service Offer Rate Rider
Sheet No. 74, Rider SSOCR, Standard Service Offer Cost Reconciliation Rider
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider
Sheet No. 77, Rider ATC, Auction Transition Cost Rider.

NATURAL GAS VEHICLE FUELING RIDER

Any gas delivered under Rate GS-L for the purpose of a:

1. Retail non-residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises

and/or a

2. Commercial NGV fueling stations in the business of selling natural gas to the general public for the purpose of fueling NGV's

shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider.

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EXCISE TAX RIDER

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

MINIMUM BILL

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

LATE PAYMENT CHARGE

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

TERM OF SERVICE

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

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 RFTLI

RESIDENTIAL FIRM TRANSPORTATION SERVICE – LOW INCOME

AVAILABILITY

Firm transportation service for residential purposes, which is provided from the Company's city gate receipt points to the outlet side of Company's meter. Service is available to 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 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 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.

CHANGES IN CUSTOMERS' SERVICE ELECTIONS

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

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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.

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).

Fixed Delivery Service Charge per month \$29.03

Plus a Usage-Based Charge per CCF for each CCF of gas transported
for customer from Company's city-gate measuring
stations to the outlet side of Company's
meter used to measure deliveries to
customer at:
All CCF \$0.032728 per CCF

Plus the applicable charge per month as set forth on:
Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program
Sheet No. 84, Rider CEP, Capital Expenditure Program Rider

Plus, all transported gas shall be subject to an adjustment per CCF as set forth on:
Sheet No. 63, Rider PIPP, Percentage of Income Payment Plan
Sheet No. 66, Rider GSR, Gas Surcredit Rider
Sheet No. 67, Rider UE-G, Uncollectible Expense Rider
Sheet No. 68, Rider STR, State Tax Rider
Sheet No. 76, Rider CCCR, Contract Commitment Cost Recovery Rider
Sheet No. 77, Rider ATC, Auction Transition Cost Rider.

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

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

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

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MINIMUM BILL

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

NATURAL GAS VEHICLE FUELING RIDER

Any gas delivered under Rate RFTLI for the purpose of a retail residential privately owned natural gas vehicle (NGV) fueling station for the sole purpose of fueling a customer-owned NGV at the customer's premises shall be subject to Sheet No. 47, Rider NGV, Natural Gas Vehicle Fueling Rider.

GENERAL TERMS AND CONDITIONS

1. Approved Supplier List

Company shall maintain a list of qualified Suppliers from which customer can choose. Such list shall include Suppliers that 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.

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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.

LATE PAYMENT CHARGE

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

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

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

SERVICE REGULATIONS

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

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RATE SSOS

STANDARD SERVICE OFFER SERVICE

APPLICABILITY

This service applicable for Standard Service Offer (SSO) Suppliers delivering gas on a firm basis to the Company's city gate receipt points on behalf of customers receiving Firm Sales Service, Rate RS, Residential; Rate RSLI, Residential Service Low Income Pilot; Rate GS-S, General Service – Small; Rate GS-L, General Service – Large from the Company. The service provides direction for SSO Suppliers to deliver natural gas to the Company to meet the demand requirements of the SSO Customers.

CHARACTER OF SERVICE

- (A) This Tariff Sheet applies to the provision of natural gas supply service for Standard Service Offer (Rider SSO Sheet No. 72).
- (B) SSO Suppliers under this Tariff Sheet shall supply the full requirements defined by the number of tranches awarded pursuant to the SSO Auction and agree to accept supply management responsibilities for all supplies to be provided pursuant to this Rate SSOS. The Company shall specify, and SSO Supplier shall deliver each day, the Adjusted Target Supply Quantity for each city gate area or zone.

SSO SUPPLIER AGREEMENT AND AUCTION

- (A) Prior to participating in the SSO Auction as a Supplier of Standard Sales Service, the SSO Supplier must:
 - (1) Enter into an SSO Supplier Agreement (an example of the SSO Supplier Agreement is attached to this Tariff Sheet) with the Company; and
 - (2) Comply with any applicable credit requirements; and
 - (3) Designate the number of tranches on which the SSO Supplier would like to be able to bid; and
 - (4) Participate in preparatory and informational meetings directed toward potential SSO Suppliers.
- (B) The Company will announce the intent to hold an SSO Auction to determine the Retail Price Adjustment (RPA). The announcement will indicate:
 - (1) The date and time of the Auction and date and time of the backup date for the Auction; and
 - (2) The Auction period that the RPA will be effective; and
 - (3) The location of the Auction; and
 - (4) The Company's contacts for the Auction and, if applicable, Auction Manager facilitating the Auction; and
 - (5) Type of Auction being held; and
 - (6) The number of tranches intended to be awarded; and
 - (7) The requirements to participate in the Auction.
- (C) The Auction will determine the RPA by awarding the winning bid to no fewer than three (3) SSO Suppliers.
- (D) The Auction RPA will be stated in dollars per DTH.
- (E) The Auction will state the RPA listed as either a positive price or a negative price.

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(F) The Auction RPA will establish a single price for all SSO Suppliers.

(G) The results of the Auction shall be kept confidential by the Company and all participants until the PUCO issues a Finding and Order accepting the results of the Auction and authorizing the Company to file tariff changes incorporating the results of the Auction.

REPORTS

(A) Each month the Company shall submit a report that shall contain:

- (1) The current SSO rate determined in accordance with the Standard Service Offer (Rider SSO Sheet No. 72); and
- (2) The data and calculations used to determine the Standard Service Offer rate; and
- (3) Such other information as the Commission requires.

SSO SUPPLIER BILLING

(A) On a monthly basis the company will generate an invoice in which:

- (1) if the SSO Supplier owes the Company, the invoice will be paid within 10 calendar days of receipt; and
- (2) if the Company owes the SSO Supplier, the invoice will be paid by the 20th calendar day of the following month via wire or ACH; and
- (3) if the payment date falls on a weekend or holiday, payment will be made the next business day.

(B) The Company will pay the winning SSO Suppliers the Retail Price Adjustment plus the monthly NYMEX Price for the scheduled quantities received at the Company's city gates which should be equal to the Adjusted Target Supply Quantity (ATSQ) per dekatherm.

LATE PAYMENT CHARGE

Payment of the total amount due must be received by the Company, or its authorized agent, by the due date shown on the SSO Supplier's invoice. If the SSO 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 SSO Supplier's account each time a check is returned by the financial institution for insufficient funds.

QUALITY OF GAS DELIVERED BY SSO SUPPLIER

The SSO Supplier warrants that all gas delivered by or on behalf of SSO Supplier for its daily requirement 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.

TITLE AND WARRANTY

SSO 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.

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DEFINITIONS

For purposes of this chapter:

- (A) "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.
- (B) "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States and shall run from 8 a.m. to 5 p.m. Eastern Prevailing Time.
- (C) "CCF" means a unit of gas equal to one hundred cubic feet
- (D) "Commission" or "PUCO" means the Public Utilities Commission of Ohio.
- (E) "Company" means Duke Energy Ohio.
- (F) "Customer" means a residential, non-mercantile, or mercantile recipient of the Company's Sales Service or Transportation Service.
- (G) "Default" means the failure of the Company or SSO 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 SSO Supplier.
- (H) "Dekatherm" or "DTH" means a unit of heating value equal to ten (10) Therms or Million BTU's (1 MMBTU).
- (I) "MCF" means one thousand cubic feet.
- (J) "Maximum Daily Quantities" (MDQ) means the forecast maximum daily quantity of natural gas deliveries to supply the SSO tranche(s) demand during a design day event.
- (K) "Operational Flow Orders" (OFOs) are notices issued by the Company via its electronic bulletin board (EBB) requiring SSO Suppliers to adjust their daily deliveries into the Company's system to 1) match, or 2) match or be less than, or 3) match or be more than their Adjusted Target Supply Quantity for the tranche demand. SSO Supplier shall be required to deliver natural gas, or to cause natural gas to be delivered, into the Company's specified city gate or zone receipt points. If it is determined by the Company to be necessary, the specified receipt points and delivery amounts will be identified in the OFO notice posted on the EBB.
- (L) "Standard 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. 35).
- (M) "SSO Supplier" is a qualified business entity that: (1) has been awarded a tranche of Standard Sales Service demand, (2) agrees to accept responsibility for supplying gas for the tranche for the Standard Service Offer period, (3) meets the Requirements for SSO Supplier Participation set out in this Tariff Sheet, and (4) has executed a SSO Supplier Agreement with the Company.
- (N) "Target Supply Quantities" (TSQ) are defined as daily city gate delivery quantities determined from statistical models used to estimate the daily gas usage in SSO Supplier's tranche based on the forecasted temperatures. These daily gas usage estimates are adjusted for Unaccounted-for Gas Loss and converted from volumetric to thermal quantities using the Monthly System BTU.
- (O) "Forecasted Temperatures" are defined as the average expected weather temperatures prior to the start of the gas day, in Fahrenheit, for the Company's service territory for the gas day.

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- (P) "Actual Temperatures" is defined as the average actual weather temperatures, in Fahrenheit, for the Company's service territory for the gas day.
- (Q) "Tranche" is one equal part of the proportionate share of Standard Sales Services customers expected usage.
- (R) "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).
- (S) "Standard Service Offer period" means the period of twelve (12) months from April 1 to March 31 except for the first period where the period will be from November 1, 2022 through March 31, 2024.
- (T) "NYMEX Price" means the contract final settlement price of the natural gas futures contract each month.
- (U) "NYMEX" means the New York Mercantile Exchange.
- (V) "Standard Service Offer rate" means the monthly updated gas cost adjustment determined by summing the Retail Price Adjustment and the NYMEX Price.
- (W) "Monthly System BTU" means weighted average heat content of the Company's city gate receipt meters measured on a twelve (12) month ending basis.
- (X) "Unaccounted-for Gas Loss" or "System Shrinkage" 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 the use of cycle billing, an amount of gas used but not billed.
- (Y) "Adjusted Target Supply Quantities", or "ATSQ", is defined as the Target Supply Quantities plus or minus any adjustments that the Company shall require the SSO Supplier to make to its daily deliveries to manage the Company's storage and balance the system.
- (Z) "Gas Day" is a period of 24 consecutive hours beginning at 10 A.M. Eastern Prevailing Time which includes the recognition of Day Light Saving Time.
- (AA) "Retail Price Adjustment" or "RPA" means the price adjustment (positive or negative) in dollars and fractions thereof that shall be applied to the NYMEX Price monthly throughout the Standard Service Offer period, expressed in dollars per DTH.
- (BB) "Qualified Issuer" means a U.S. commercial bank with total assets of at least \$10 billion having a general long-term senior unsecured debt rating of A- or higher (as rated by S&P Global Ratings Inc.) or A3 or higher (as rated by Moody's Investor Services, Inc.) or other financial institution reasonably acceptable to the Company.
- (CC) "Scheduled Quantity" means the net quantity of natural gas confirmed by the Pipelines at the Company's city gate after the gas day has ended.

REQUIREMENTS FOR SSO SUPPLIER PARTICIPATION

- (A) Each SSO Supplier desiring to participate in the SSO auctions will be evaluated by the Company to ensure that it possesses the financial resources and adequate experience to perform its responsibilities

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as a SSO Supplier. Based on this evaluation, a SSO Supplier's participation may be limited to the number of tranches determined by the Company.

- (B) To assist the Company in performing its evaluation, an SSO Supplier must do the following:
- (1) Complete and sign the SSO Supplier Agreement Form; and
 - (2) Attend Company-sponsored SSO Supplier training; and
 - (3) Demonstrate a working understanding of the proper electronic communications capabilities necessary to transact business with the Company; and
 - (4) Be an approved replacement shipper on the Company's pipeline suppliers; and
 - (5) Complete and sign the Company's SSO Supplier Credit Application; and
 - (6) Provide financial information required by the Company sufficient to perform the Company's credit assessment of the SSO Supplier.
 - (7) Provide any financial security required as a pre-condition for participation in the SSO Auction. Such financial security will be returned to non-winning Bidders following conclusion of the SSO Auction.
- (C) Financial evaluations will be based on standard credit practices such as reviewing third party credit ratings, performing financial statement analysis on financial information that has been independently audited, and reviewing trade references, bank information, SSO Supplier payment history, and other available information, as appropriate. The financial statement analysis will consider various income statement and balance sheet metrics such as percentage of debt to total capitalization, net worth, net income and earnings before interest, taxes, and depreciation ("EBITDA"), coverage ratios such as interest coverage and debt to EBITDA, and cash flow metrics such as operating cash flows and/or funds from operations. The Company shall not deny an SSO Supplier's participation in the SSO service without reasonable cause.
- (D) The Company reserves the right to conduct re-evaluations of an SSO Supplier's financial standing from time to time. Such re-evaluation may be initiated by the Company if the Company reasonably believes that the creditworthiness or operating environment of an SSO Supplier may have changed. Based on such re-evaluation, the Company may require the SSO Supplier to increase the amount of its financial security. If the SSO Supplier does not increase its security within five (5) business days of the Company's request. The SSO Supplier's participation may be suspended or terminated in accordance with the Consequences of an SSO Supplier's Failure to Perform or Comply section of this Tariff.
- (E) Pay a financial evaluation fee as set forth in Sheet No. 45 herein.
- (F) SSO Suppliers will have their creditworthiness assessed against exposures that include 150% of the tranches that they express the intent to bid on to allow for sufficient credit to enable an SSO Supplier to accept an increase in its tranche volumes, in the event of an SSO Supplier default, up to a level equal to 150% of the initial forecasted annual delivery requirements for the SSO Period of the tranches won by the SSO Supplier. Based on the Company's evaluation of the SSO Supplier's creditworthiness additional credit security may be required to be posted with the Company if the SSO Supplier is a winning bidder in the Auction. Such security may include letter of credit, cash or parental guarantee from a creditworthy entity. Any excess financial security will be returned following execution of all agreements by winning bidders.
- (G) The Company shall have the right to proceed against an SSO Suppliers' letter of credit, parental guarantee, or any other collateral posted by the SSO Supplier to enforce recovery from SSO Supplier

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of any amounts owed to the Company.

- (H) In addition to those creditworthiness/security requirements addressed above, upon the awarding of tranches following the approval by the Commission of the SSO auction results, each SSO Supplier shall provide the Company by 1st of the month prior to the start of the SSO period a mutually agreeable irrevocable Letter of Credit in the amount of thirty-five cents per DTH (\$0.35/DTH) multiplied by the initial estimated annual delivery requirements for the SSO Period of the tranches won by that SSO Supplier.
- (1) This financial security shall be held and administered by the Company exclusively for the benefit of the other SSO Suppliers who receive an allocation of additional delivery requirements as a result of a default of the SSO Supplier that provided that security to the extent funds for distribution are received by the Company.
 - (2) In the event of an SSO Supplier default, the Company shall distribute to other SSO Suppliers the proceeds of the security that the Company holds for the defaulting SSO Supplier to the extent the Company receives funds for distribution. This distribution of the proceeds of the defaulting SSO Supplier's security shall be allocated on a pro rata basis to other SSO Suppliers. This allocation of the defaulting SSO Suppliers' security proceeds to non-defaulting SSO Suppliers does not require proof of damages from those non-defaulting SSO Suppliers, and constitutes the entire amount of monies that would be due the remaining SSO Suppliers from the Company as a result of such default by an SSO Supplier.

RECORDS AND RETENTION

- (A) Each SSO Supplier shall maintain records and data to verify its compliance with the requirements of this Tariff Sheet and any applicable Commission rules.
- (B) Unless otherwise prescribed, all required records shall be retained for no less than two years following the completion of the SSO period.
- (C) Unless otherwise prescribed by the Commission or its authorized representatives, all required records required shall be provided to the Commission staff within five (5) business days of its request.

OBLIGATIONS TO THE COMPANY

- (A) Each SSO Supplier participating in this service shall:
 - (1) Deliver gas to the Company on a firm basis at the awarded price; and
 - (2) Establish and maintain a creditworthy financial position and/or provide required credit security to enable the SSO Supplier to indemnify the Company and the customers for costs incurred as a result of any failure by SSO 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.
- (B) Failure to fulfill any of these obligations may subject SSO Supplier to consequences set forth in the Consequences of SSO Supplier's Failure to Perform or Comply section of this Tariff Sheet.

TRANSPORTATION CAPACITY REQUIREMENTS

- (A) The Company will release to each SSO Supplier on a seasonal basis (April 1st and November 1st), with recall rights, a proportional quantity for each awarded tranche of the remaining Company firm transportation capacity after the Upstream Capacity Requirements (as described in the Rate FRAS, Full Requirements Aggregation Service, section of the DEO Gas Tariff) have been allocated.

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- (B) SSO Supplier will not be permitted to change any primary points of receipt or delivery associated with released pipeline transportation capacity.
- (1) If changed, the transgressing SSO Supplier may occur a penalty up to \$1,000,000 per DTH per day.
- (C) SSO Suppliers will be released capacity at the applicable pipeline's maximum tariff rate unless a discounted rate on the released capacity exists;
- (1) The discounted rates will only apply if the capacity is utilized as per the pipeline discounted defined path.
- (2) If the SSO Supplier uses the capacity outside the discounted path, all associated fees charged to the Company will be charge the transgressing SSO Supplier.
- (D) The costs of the released transportation capacity will be invoiced by the pipelines and paid directly to the pipelines by the SSO Supplier.
- (E) The released transportation capacity is subject to recall if:
- (1) SSO Supplier does not perform in accordance with the SSO Supplier Agreement; or
- (2) Fails to pay the pipeline charges for the transportation capacity; or
- (3) Fails to comply with other relevant provisions set forth in the Company's Tariff.
- (F) SSO Supplier may re-release on a recallable basis any assigned transportation capacity; provided that:
- (1) SSO Supplier will continue to be responsible to the pipeline for all charges associated with the assigned capacity and will hold the Company harmless in the event charges are not paid.
- (2) Any re-release of such capacity remains subject to the requirements and restrictions identified in the Company's Tariff and discount requirements.
- (3) Re-release does not remove the SSO Supplier's obligation in delivering the required daily volumes.
- (G) SSO Supplier will be notified of the released pipeline contracts, volumes, and offer numbers no later than the 3rd business day prior to the start of the release period (April 1st or November 1st).
- (H) SSO Supplier must accept assignment of capacity within 48 hours of the release notice. If the capacity is not accepted, the SSO Supplier will be billed by the Company the pipeline reservation charges for the capacity until such assignment is accepted on the pipeline.
- (I) Actual proof to demonstrate required city gate natural gas supply arrangements to match the Maximum Design Quantity (MDQ) for each awarded tranche will be submitted no later than the 25th of the month prior to the start of the winter season (November 1st – March 31st).
- (J) SSO Suppliers shall be required to secure additional city gate natural gas supply arrangements such that when combined with their assigned capacity is sufficient to meet a minimum of 100% of their Adjusted Targeted Supply Quantity (ATSQ) in the event that the ATSQ is greater than the MDQ.

DAILY BALANCING AND STORAGE MANAGEMENT

- (A) An SSO Supplier will be required to assist in the Company's management of storage and balancing by delivering the ATSQ which includes adjustments to facilitate daily injections or daily withdrawals.

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- (B) By 10:00 a.m. Eastern Prevailing Time (EPT) each day (including Saturdays, Sundays, and Holidays), The Company will post on its EBB, the ATSQ for the gas day beginning 10:00 a.m. EPT the following day. The Company shall provide a ATSQ that shall be delivered to each city gate or zone.
- (C) If necessary, by 1:00 p.m. Eastern Prevailing Time (EPT) each day (including Saturdays, Sundays, and Holidays), The Company will post on its EBB, a revised ATSQ for the current gas day. The Company shall provide a ATSQ that shall be delivered to each city gate or zone.
- (D) An SSO Supplier may request the ability to deliver gas to city gates that are not part of the capacity release portfolio for limited deliverable quantities. The request must be made using the Nomination Request form located on the Company's EBB and be submitted no later than the 1:00 PM (Eastern Prevailing Time) on the third Friday of the prior month. The quantities will be allocated based on the maximum operational volumes allowed per SSO Supplier and Choice Supplier based on the their calculated MDQ. The Company will respond to the written request with the allowed allocated quantities per city gate.
- (E) No later than one hour prior to the NAESB deadline for the timely nomination cycle, SSO Supplier shall submit a valid nomination through the Company's EBB of its total city gate quantities of gas scheduled for the following gas day, allocated by city gate as directed by the Company.
- (1) An SSO Supplier will have the opportunity to make intraday changes in order to ensure the ATSQ volume is scheduled.
 - (2) The Company will have no obligation to accommodate retroactive nominations, or changes thereto, that are made after the NAESB deadline for the intraday 3 nomination cycle.
 - (3) Except on those days when Operational Flow Orders have been issued, if an SSO Supplier fails to deliver the daily ATSQ within a tolerance of plus or minus 1%, the SSO Supplier will be subjected to a daily penalty based on the per Dekatherm difference greater than the tolerance between the scheduled quantity (SQ) and the ATSQ multiplied by the higher of:
 - i. \$15/DTH; or
 - ii. three times (3x) Platts' Gas Daily Daily TCO-App + TCO SST fuel and transportation commodity variables; or
 - iii. three times (3x) Platts' Gas Daily Daily Texas Gas Zone 1 + Texas Gas STF fuel and transportation commodity variables.

Example 1: ATSQ = 15,000 DTHs; SQ = 14,900 DTHs; 1% Tolerance = 150 DTHs; No Penalty incurred

Example 2: ATSQ = 15,000 DTHs; SQ = 14,800 DTHs; 1% Tolerance = 150 DTHs; Penalty based on 50 DTHs

OPERATIONAL FLOW ORDER

- (A) The Company may issue an Operational Flow Order (OFO), at its discretion, as specified in this section upon determination that an action is required to:
- (1) protect the integrity of the Company's gas system; and/or
 - (2) assure deliveries or gas supplies to all firm customers; and/or
 - (3) to maintain adequate storage inventory balances; and/or
 - (4) adhere to the various interstate pipeline companies' balancing and operational requirements, as stated in their FERC approved gas tariffs under which served the Company.

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

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 SSO SUPPLIER'S FAILURE TO PERFORM OR COMPLY

- (A) If an SSO Supplier fails to deliver natural gas in accordance with this tariff, the Company may supply gas temporarily to meet the needs for the SSO Supplier which failed to deliver natural gas.
 - (1) The Company shall bill the SSO Supplier which failed to deliver natural gas, the highest incremental cost of gas for that period that the Company actually paid for gas supplies, including transportation and all other applicable charges.
 - (2) The Company shall have the right to set off any amounts owed to the Company by the SSO Supplier against the any amounts owed to the SSO Supplier.
- (B) If an SSO Supplier fails to deliver natural gas in accordance with the full service requirements of the SSO Supplier Agreement, or otherwise fails to comply with the provisions of this Tariff Sheet, including those specified in the Obligations to the Company section, the Company shall have the discretion to initiate the process to suspend temporarily or terminate such SSO Supplier's further Standard Sale Service. To initiate the process, the Company shall serve a written notice of such failure in reasonable detail and with a proposed remedy to the SSO Supplier and the Commission, as set forth in Rule 4901:1-27-12(J) of the OAC.
- (C) 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 SSO Supplier from participation in the Company's Standard Sales Service. Except for failure due to under-delivery or non-delivery, if the Commission, or any Attorney Examiner, does not issue an entry to suspend or reject the action proposed by the Company within ten (10) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh (11th) business day. If the SSO Supplier's failure is due to under-delivery or non-delivery and, if the Commission, or an Attorney Examiner, does not act within five (5) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth (6th) business day.

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ALTERNATIVE DISPUTE RESOLUTION

Alternative Dispute Resolution shall be offered to SSO Suppliers and the Company 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

(A) If either SSO 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. None 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 an SSO Supplier to acquire adequate resources as required herein; or
- (3) Failure of SSO Supplier to deliver required natural gas volumes.

(B) 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.

SERVICE REGULATIONS

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

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**DUKE ENERGY OHIO, INC.
SSO SUPPLIER AGREEMENT
ASSOCIATED WITH STANDARD SERVICE OFFER SERVICE**

This Agreement is made and entered into this _____ day of _____, 20____, between Duke Energy Ohio, Inc., an Ohio corporation, 139 East Fourth Street, Cincinnati, Ohio 45202, hereinafter "Company", and _____, a(an) _____ corporation, hereinafter "SSO Supplier."

WHEREAS, the Company has conducted a Standard Sales Offer (SSO) auction and the SSO Supplier was a successful bidder of the auction.

WHEREAS, SSO Supplier has secured supplies of natural gas which it intends to supply and meet the requirements forecasted daily on the Company's system for each awarded tranche, all within the parameters established by the Company for its Standard Service Offer Service.

WHEREAS, Company is willing and able, pursuant to the terms of this Agreement, to accept and purchase natural gas supplies caused to be delivered into its city gate receipt points by SSO Supplier and to redeliver such natural gas supplies to Company's customers under Rates RS, RSLI, GS-S, and GS-L.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the SSO Supplier hereby agrees to cause to be delivered natural gas supplies as directed 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) "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.
- (2) "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States and shall run from 8 a.m. to 5 p.m. Eastern Prevailing Time.
- (3) "CCF" means a unit of gas equal to one hundred cubic feet
- (4) "Commission" or "PUCO" means the Public Utilities Commission of Ohio.
- (5) "Company" means Duke Energy Ohio.
- (6) "Customer" means a residential, non-mercantile, or mercantile recipient of the Company's Sales Service or Transportation Service.
- (7) "Default" means the failure of the Company or SSO 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 SSO Supplier.
- (8) "Dekatherm" or "DTH" means a unit of heating value equal to ten (10) Therms or Million BTU's (1 MMBTU).

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- (9) "MCF" means one thousand cubic feet.
- (10) "Maximum Daily Quantities" (MDQ) means the forecast maximum daily quantity of natural gas deliveries to supply the SSO tranche(s) demand during a design day event.
- (11) "Operational Flow Orders" (OFOs) are notices issued by the Company via its electronic bulletin board (EBB) requiring SSO Suppliers to adjust their daily deliveries into the Company's system to 1) match, or 2) match or be less than, or 3) match or be more than their Adjusted Target Supply Quantity for the tranche demand. SSO Supplier shall be required to deliver natural gas, or to cause natural gas to be delivered, into the Company's specified city gate or zone receipt points. If it is determined by the Company to be necessary, the specified receipt points and delivery amounts will be identified in the OFO notice posted on the EBB.
- (12) "Standard 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. 35).
- (13) "SSO Supplier" is a qualified business entity that: (1) has been awarded a tranche of Standard Sales Service demand, (2) agrees to accept responsibility for supplying gas for the tranche for the Standard Service Offer period, (3) meets the Requirements for SSO Supplier Participation set out in this Tariff Sheet, and (4) has executed a SSO Supplier Agreement with the Company.
- (14) "Target Supply Quantities" (TSQ) are defined as daily city gate delivery quantities determined from statistical models used to estimate the daily gas usage in SSO Supplier's tranche based on the forecasted temperatures. These daily gas usage estimates are adjusted for Unaccounted-for Gas Loss and converted from volumetric to thermal quantities using the Monthly System BTU.
- (15) "Forecasted Temperatures" are defined as the average expected weather temperatures prior to the start of the gas day, in Fahrenheit, for the Company's service territory for the gas day.
- (16) "Actual Temperatures" is defined as the average actual weather temperatures, in Fahrenheit, for the Company's service territory for the gas day.
- (17) "Tranche" is one equal part of the proportionate share of Standard Sales Services customers expected usage.
- (18) "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).
- (19) "Standard Service Offer period" means the period of twelve (12) months from April 1 to March 31 except for the first period where the period will be from November 1, 2022 through March 31, 2024.
- (20) "NYMEX Price" means the contract final settlement price of the natural gas futures contract each month.
- (21) "NYMEX" means the New York Mercantile Exchange.
- (22) "Standard Service Offer rate" means the monthly updated gas cost adjustment determined by summing the Retail Price Adjustment and the NYMEX Price.
- (23) "Monthly System BTU" means weighted average heat content of the Company's city gate receipt meters measured on a twelve (12) month ending basis.
- (24) "Unaccounted-for Gas Loss" or "System Shrinkage" 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,

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discrepancies due to meter inaccuracies, Company use and the use of cycle billing, an amount of gas used but not billed.

- (25) "Adjusted Target Supply Quantities", or "ATSQ", is defined as the Target Supply Quantities plus or minus any adjustments that the Company shall require the SSO Supplier to make to its daily deliveries to manage the Company's storage and balance the system.
- (26) "Gas Day" is a period of 24 consecutive hours beginning at 10 A.M. Eastern Prevailing Time which includes the recognition of Day Light Saving Time.
- (27) "Retail Price Adjustment" or "RPA" means the price adjustment (positive or negative) in dollars and fractions thereof that shall be applied to the NYMEX Price monthly throughout the Standard Service Offer period, expressed in dollars per DTH.
- (28) "Qualified Issuer" means a U.S. commercial bank with total assets of at least \$10 billion having a general long-term senior unsecured debt rating of A- or higher (as rated by S&P Global Ratings Inc.) or A3 or higher (as rated by Moody's Investor Services, Inc.) or other financial institution reasonably acceptable to the Company.
- (29) "Scheduled Quantity" means the net quantity of natural gas confirmed by the Pipelines at the Company's city gate after the gas day has ended.

ARTICLE II

Term

The term of this Agreement shall commence upon execution of this Agreement. Such execution shall occur within five business days of the completion of the auction resulting in the SSO Supplier being awarded one or more tranches. The term of the Agreement shall continue for the entire length of the SSO period, unless terminated by the Company because of default. However, Articles I, II, III, V, VIII, XIII, and XIV shall continue beyond the SSO Period for no longer than six (6) months.

The applicable SSO Period for this Agreement is set forth in Exhibit A. In addition, the number of tranches awarded to the SSO Supplier will be set forth in Exhibit A.

ARTICLE III

Credit Requirements for Standard Sales Service

The SSO Supplier shall establish and maintain a creditworthy financial position and/or provide required credit security to enable the SSO Supplier to indemnify the Company and the Company's customers for costs incurred as a result of any failure by SSO 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. If the Company determines that it is necessary, the SSO Supplier shall maintain a cash deposit, an irrevocable letter of credit in a form acceptable to the Company from a Qualified Issuer, or such other financial instrument as the Company may require during the term of this agreement in order to assure the SSO Supplier's performance of its obligations under this Agreement. The SSO Supplier must continue to meet the Company's credit requirements throughout the SSO Period. Accordingly, the SSO Supplier shall upon request, provide the Company with balance sheet

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and other financial statements along with such other information as needed for the Company to periodically perform its credit assessment of the SSO Supplier. The SSO Supplier creditworthiness will be assessed against exposures that include 150% of the tranches awarded.

The SSO Supplier agrees that, in the event it defaults on its obligations under this Agreement, the 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 SSO Supplier's behalf or any other revenues obtained by the Company as a result of any and all agreements and relationships between Company and SSO 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 SSO Supplier such as pipeline penalty charges and other amounts owed to the Company, and arising from, SSO Supplier's participation in this Service.

In the event the SSO Supplier's participation in this service is terminated 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 those creditworthiness/security requirements addressed above, upon the awarding of tranches following the approval by the Commission of the SSO auction results, each SSO Supplier shall provide the Company by 1st of the month prior to the start of the SSO period an irrevocable Letter of Credit substantially in the form of Exhibit B from a Qualified Issuer in the amount of thirty-five cents per DTH (\$0.35/DTH) multiplied by the initial estimated annual delivery requirements for the SSO Period of the tranches awarded by that SSO Supplier. This financial security shall be held and administered by the Company exclusively for the benefit of the other SSO Suppliers who receive an allocation of additional delivery requirements as a result of a default of the SSO Supplier that provided that security to the extent funds for distribution are received by the Company. In the event of an SSO Supplier default, the Company shall distribute to other SSO Suppliers the proceeds of such security that the Company holds for the defaulting SSO Supplier to the extent the Company receives funds for distribution. This distribution of the proceeds shall be allocated on a pro rata basis to other SSO Suppliers. This allocation of the defaulting SSO Suppliers' security proceeds to non-defaulting SSO Suppliers does not require proof of damages from those non-defaulting SSO Suppliers, and constitutes the entire amount of monies that would be due the remaining SSO Suppliers from the Company as a result of such default by an SSO Supplier.

ARTICLE IV

Obligations to the Company

In exchange for the opportunity to participate in the Company's Standard Sales Service, the SSO Supplier agrees to deliver natural gas to the Company's specified city gates at the quantity directed at the awarded price.

ARTICLE V

Billing and Payment

The Company will pay the SSO Supplier the Retail Price Adjustment (as shown on Exhibit A) plus the

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monthly NYMEX Price for the scheduled quantities received at the Company's city gates which should be equal to the Adjusted Target Supply Quantity (ATSQ) per dekatherm.

On a monthly basis the company will generate an invoice in which if the SSO Supplier owes the Company, the invoice will be paid within 10 calendar days of receipt; and if the Company owes the SSO Supplier, the invoice will be paid by the 20th calendar day of the following month via wire or ACH; and if the payment date falls on a weekend or holiday, payment will be made the next business day.

If the SSO 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.

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 SSO Supplier after giving written notice of its intention to do so, but such suspension or cancellation shall not discharge SSO 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 VI

Interstate Pipeline Capacity

The Company will release to the SSO Supplier on a seasonal basis (April 1st and November 1st), with recall rights, a proportional quantity for each awarded tranche of the remaining Company firm transportation capacity after the Upstream Capacity Requirements (as described in the Rate FRAS, Full Requirements Aggregation Service, section of the DEO Gas Tariff) have been allocated. The SSO Supplier will not be permitted to change any primary points of receipt or delivery associated with released pipeline transportation capacity. If changed, the SSO Supplier will incur a penalty of up to \$1,000,000 per DTH per day.

The SSO Suppliers shall be required to secure additional city gate natural gas supply arrangements such that when combined with their assigned capacity is sufficient to meet a minimum of 100% of their Maximum Design Quantity (MDQ) for peak design day for each tranche for the winter season (November 1st – March 31st). The SSO Supplier shall demonstrate actual proof of the required city gate natural gas supply arrangements to match the MDQ for each awarded tranche which shall be submitted no later than the 25th of the month prior to the start of the winter season (November 1st – March 31st). In the event the Adjusted Targeted Supply Quantity (ATSQ) is greater than the MDQ on any given gas day, the SSO Supplier shall be responsible for delivering the ATSQ for that gas day.

The SSO Suppliers will be released capacity at the applicable pipeline's maximum tariff rate unless a discounted rate on the released capacity exists. The discounted rates will only apply if the capacity is utilized as per the pipeline discounted defined path. If the SSO Supplier uses the capacity outside the discounted path, all associated fees charged to the Company will be charged to the transgressing SSO Supplier.

The SSO Supplier may re-release on a recallable basis any released transportation capacity provided that the SSO Supplier will continue to be responsible to the pipeline for all charges associated with the released capacity and will hold the Company harmless in the event charges are not paid. Any re-release of such capacity remains subject to the requirements and restrictions identified in the Company's Tariff and discount

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requirements. In addition, the re-release does not remove the SSO Supplier's obligation in delivering the required daily volumes.

The SSO Supplier will be notified of the released pipeline contracts, volumes, and offer numbers no later than the 3rd business day prior to the start of the release period (April 1st or November 1st). The SSO Supplier must accept release of capacity within 48 hours of the release notice. If the capacity is not accepted, the SSO Supplier will be billed by the Company the pipeline reservation charges for the capacity until such release is accepted on the pipeline.

ARTICLE VII

Daily Balancing and Storage Management

The SSO Supplier will be required to assist in the Company's management of storage and balancing by delivering the ATSQ which may include adjustments to facilitate the Company's planned daily injections or daily withdrawals.

By 10:00 a.m. Eastern Prevailing Time (EPT) each day (including Saturdays, Sundays, and Holidays), the Company will post on its EBB, the ATSQ for the gas day beginning 10:00 a.m. EPT the following day. The Company shall provide an ATSQ that shall be delivered to each city gate or zone. If necessary, by 1:00 p.m. EPT each day (including Saturdays, Sundays, and Holidays), the Company will post on its EBB, a revised ATSQ for the current gas day. The Company shall provide an ATSQ that shall be delivered to each city gate or zone.

No later than one hour prior to the NAESB deadline for the timely nomination cycle, the SSO Supplier shall submit a valid nomination through the Company's EBB of its total city gate quantities of gas scheduled for the following gas day, allocated by city gate as directed by the Company. The SSO Supplier will have the opportunity to make intraday changes in order to ensure the ATSQ volume is scheduled. The Company will have no obligation to accommodate retroactive nominations, or changes thereto, that are made after the NAESB deadline for the intraday 3 nomination cycle.

Except for those days when Operational Flow Orders (OFO) have been issued, if an SSO Supplier fails to deliver the daily ATSQ within a tolerance of plus or minus 1%, the SSO Supplier will be subjected to a daily penalty based on the per Dekatherm difference greater than the tolerance between the scheduled quantity (SQ) and the ATSQ multiplied by the higher of:

- i. \$15/DTH; or
- ii. three times (3x) Platts' Gas Daily Daily TCO-App + TCO SST fuel and transportation commodity variables; or
- iii. three times (3x) Platts' Gas Daily Daily Texas Gas Zone 1 + Texas Gas STF fuel and transportation commodity variables.

The Company may issue an OFO, at its discretion, as specified in this section upon determination that an action is required to protect the integrity of the Company's gas system; and/or assure deliveries or gas supplies to all firm customers; and/or to maintain adequate storage inventory balances; and/or adhere to the various interstate pipeline companies' balancing and operational requirements, as stated in their FERC approved gas tariffs under which served the Company. The Company will post the OFO notice via its EBB.

An Under-deliveries OFO requires the SSO Supplier to schedule quantities at a level equal to or greater than the ATSQ. Typically, this type of OFO is seen in the winter. An Over-deliveries OFO requires the SSO

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Supplier to schedule quantities at a level equal to or less than the ATSQ. Typically, this type of OFO is seen in the summer.

On days when an OFO is in effect, if an SSO Supplier fails to deliver in accordance with the OFO, the SSO Supplier will be subjected to a daily penalty based on the per Dekatherm difference between the scheduled quantity (SQ) and the ATSQ multiplied by the higher of:

- i. \$50/DTH; or
- ii. three times (3x) Platts' Gas Daily Daily TCO-App + TCO SST fuel and transportation commodity variables; or
- iii. three times (3x) Platts' Gas Daily Daily Texas Gas Zone 1 + Texas Gas STF fuel and transportation commodity variables.

The SSO Supplier may request the ability to deliver natural gas to city gates that are not part of the capacity release portfolio for limited deliverable quantities. The request must be made using the Nomination Request form located on the Company's EBB and be submitted no later than the 1:00 PM (Eastern Prevailing Time) on the third Friday of the prior month. The quantities will be allocated based on the maximum operational volumes allowed per SSO Supplier and Choice Supplier based on the their calculated MDQ. The Company will respond to the written request with the allowed allocated quantities per city gate.

ARTICLE VIII

Remedies

1. **Defaults.** In addition to other rights to terminate or cancel that appear elsewhere in this Contract, if the SSO Supplier fails to perform, to a material extent, any of the obligations imposed under this Agreement, then Duke Energy may, at its option, terminate or cancel this Agreement by causing written notice thereof to be served on the SSO Supplier in default, stating specifically the cause for terminating or canceling this Agreement and declaring it to be the intention of Duke Energy giving the notice to terminate or cancel. 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 SSO Supplier from participation in the Company's Standard Sales Service. Except for failure due to under-delivery or non-delivery, if the Commission, or any Attorney Examiner, does not issue an entry to suspend or reject the action proposed by the Company within ten (10) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh (11th) business day. If the SSO Supplier's failure is due to under-delivery or non-delivery and, if the Commission, or an Attorney Examiner, does not act within five (5) business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth (6th) business day.

2. **Sole and Exclusive Remedies.** The liquidated damages, penalties, termination rights, cancellation rights, and interest payments outlined in this Agreement for non-performance herein shall be the Company and the SSO 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, downtime costs, or claims for damages by third parties upon the Company or SSO Supplier. This applies whether claims are based upon contract, warranty, tort, (including negligence and strict liability), or other theories of liability.

Filed pursuant to Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

Addendum to
Original Sheet No. 43
Page 8 of 14

ARTICLE IX

Force Majeure

If either SSO 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. None of the following shall be considered a force majeure condition:

- i. Changes in market conditions that affect the acquisition or transportation of natural gas; or
- ii. Failure of an SSO Supplier to acquire adequate resources as required herein; or
- iii. Failure of SSO Supplier to deliver required natural 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.

ARTICLE X

Title to Gas

The SSO 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 hold it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of a breach of such warranty.

ARTICLE XI

Limitation of Third-Party Rights

This Agreement is entered into solely for the benefit of Duke Energy Ohio and the SSO 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.

ARTICLE XII

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 XIII

Applicable Law and Regulations

Filed pursuant to Order dated ____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

Addendum to
Original Sheet No. 43
Page 9 of 14

This Agreement shall be construed under the terms of the Company's P.U.C.O. Gas No. 18 tariff, as may be amended from time to time with the approval of the Commission. In the event the terms of this Agreement and said tariff differ in any regard, the terms of the tariff shall control.

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 XIV

Notices and Correspondence

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

Natural Gas Business Unit
4720 Piedmont Row Drive
Charlotte, NC 28210
Attention: Manager, Gas Supply

Telephone notices and correspondence to the Company shall be directed to (704) 731-4625. Operational notices to the Company shall be directed to the above address, Attention: NGBU Gas Supply, telephone (704) 731-4625.

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

Telephone notices to the SSO Supplier shall be directed to ()_____.

Fax notices to the SSO 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 HEREOF, the parties hereto executed this Agreement on the day and year first above written.

WITNESS:
Duke Energy Ohio, Inc.

WITNESS:
SSO SUPPLIER

By _____

By _____

Title _____

Title _____

Filed pursuant to Order dated ____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

Addendum to
Original Sheet No. 43
Page 10 of 14

Exhibit A

The Standard Service Offer Period shall commence on _____, 20 ____ and end on _____, 20____.

The Retail Price Adjustment for the SSO Period will be: \$_____._____ per Dekatherm.

The number of awarded tranches pursuant to this agreement are _____.

Filed pursuant to Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

Addendum to
Original Sheet No. 43
Page 11 of 14

Exhibit B

[LETTERHEAD OF ISSUING BANK]

Irrevocable Standby Letter of Credit No.: _____

Date: _____

Beneficiary:
Duke Energy Ohio, Inc.
c/o Duke Energy Corporation
Attention: Chief Risk Officer
400 S. Tryon Street
Charlotte, NC 28202

Ladies and Gentlemen:

By the order of:

Applicant: _____

We hereby issue in your favor our irrevocable letter of credit No.: _____ ("Letter of Credit") for the account of _____ (the "Applicant") for an amount or amounts not to exceed _____ US Dollars in the aggregate (US\$ _____) available by your drafts at sight drawn on [Issuing Bank] effective _____ and expiring at our office on _____ (the "Initial Expiration Date"). This Letter of Credit shall be automatically extended, without amendment, after the Initial Expiration Date for successive one (1) year periods unless we provide Beneficiary with not less than sixty (60) days' prior written notice by overnight courier to the address set forth above that we elect not to extend this Letter of Credit. This Letter of Credit will not be extended beyond _____ ("Final Expiration Date"). Upon receipt by the Beneficiary of any such notice not to extend this Letter of Credit and notwithstanding anything in this Letter of Credit to the contrary, the Beneficiary may draw any or the entire amount available hereunder by presenting drawing documents in compliance with the terms and conditions of this Letter of Credit.

Funds under this Letter of Credit are available against your draft(s), in the form of attached Annex 1, mentioning our letter of credit number and presented at our office located at [Issuing Bank's address must be in US] and accompanied by a certificate in the form of attached Annex 2 with appropriate blanks completed, purportedly signed by an authorized representative of the Beneficiary, on or before the Final Expiration Date in accordance with the terms and conditions of this Letter of Credit. Partial drawings under this Letter of Credit are permitted.

Filed pursuant to Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

Addendum to
Original Sheet No. 43
Page 12 of 14

We hereby undertake to promptly honor your drawing(s) presented in compliance with the terms of this Letter of Credit, up to the amount then available herein, in no event will payment exceed the amount then available to be drawn under this Letter of Credit.

We engage with you that drafts drawn under and in conformity with the terms of this Letter of Credit will be duly honored on presentation if presented on or before the Final Expiration Date. Presentation at our office includes presentation in person, by certified, registered, or overnight mail.

Except as stated herein, this undertaking is not subject to any agreement, condition or qualification. The obligation of [Issuing Bank] under this Letter of Credit is the individual obligation of [Issuing Bank] and is in no way contingent upon reimbursement with respect hereto.

This Letter of Credit is subject to the International Standby Practices 1998, International Chamber Of Commerce Publication No. 590 ("ISP98"). Matters not addressed by ISP98 shall be governed by the laws of the state of New York.

We shall have a reasonable amount of time, not to exceed two (2) business days following the date of our receipt of drawing documents, to examine the documents and determine whether to take up or refuse the documents and to inform you accordingly.

Kindly address all communications with respect to this Letter of Credit to [Issuing Bank's contact information], specifically referring to the number of this Letter of Credit.

All banking charges are for the account of the Applicant.

This Letter of Credit may not be amended, changed or modified without our express written consent and the consent of the Applicant and the Beneficiary.

Very truly yours

[Issuing Bank]

Authorized Signer

Authorized Signer

This is an integral part of letter of credit number: _____
[irrevocable standby letter of credit number]

Filed pursuant to Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

Addendum to
Original Sheet No. 43
Page 13 of 14

ANNEX 1
FORM OF SIGHT DRAFT

[date of sight draft]

To: _____

[Issuing Bank's name and address]

For the value received, pay to the order of _____ by wire transfer
of immediately available funds to the following account:

[name of account]

[account number]

[name and address of bank at which account is maintained]

[aba number]

[reference]

The following amount: _____ United States Dollars

[insert number of dollars in writing]

US\$

[insert number of dollars in figures]

Drawn upon your irrevocable letter of credit No. _____ dated _____
[irrevocable standby letter of credit number] [effective date]

[Beneficiary]

By: _____

Title: _____

This is an integral part of letter of credit number: _____
[irrevocable standby letter of credit number]

Filed pursuant to Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

Addendum to
Original Sheet No. 43
Page 14 of 14

ANNEX 2

FORM OF CERTIFICATE

[Insert date of certificate]

To: _____

[issuing bank's name and address]

Duke Energy _____ (the "Beneficiary") is drawing the funds requested under this draft based on the below specified draw condition:

[check appropriate draw condition]

☐ The undersigned hereby certifies that the amount of US\$ _____ is due and owing and remains unpaid (beyond the time allowed for such payment, including following any related notice or grace period or both) to the undersigned by _____ [Applicant's name] in accordance with the terms and provisions of the _____ [name of contract] dated as of _____ [insert date], by and between Beneficiary and _____ (the "Applicant") to which the Letter of Credit relates.

Or

☐ Applicant has failed to extend or replace the Letter of Credit and/or provide other acceptable replacement collateral as required in the Agreement, and less than thirty (30) days remain prior to the expiration of the Letter of Credit, wherefore Beneficiary hereby demands payment of US\$ _____ to be held as collateral until Beneficiary is provided with a replacement letter of credit or other acceptable collateral.

Duke Energy _____

By: _____

Title: _____

Filed pursuant to Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 70.3
Cancels Sheet No. 70.2
Page 1 of 1

RIDER GCR

GAS COST RECOVERY

THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN

Filed pursuant to Order dated _____ in Case No. 21-0903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Sheet No. 71.302
Cancels Sheet No. 71.301
Page 1 of 1

RIDER GCRR

GAS COST RECOVERY RATE

THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN

Filed pursuant to an Order dated _____ in Case No. 21-0903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Original Sheet No. 72
Page 1 of 3

RIDER SSO

STANDARD SERVICE OFFER

APPLICABILITY

Applicable for Customers served under rates RS, RSLI, GS-S, and GS-L.

STANDARD SERVICE OFFER RATE

The Standard Service Offer Rate equals the per dekatherm total price of:

- (1) The Company's Retail Price Adjustment ("RPA") established for the length of the Standard Service Offer period per DTH, plus
- (2) The final settlement price of the NYMEX natural gas futures contract each month ("NYMEX Price") during the Standard Service Offer period.

The RPA plus NYMEX Price shall be expressed as the SSO Price per DTH converted to a price per CCF at the burner-tip by applying the system loss factor and the Monthly System BTU.

REPORTS

- (A) The Company shall submit monthly Standard Service Offer rate reports to the Commission, in such form as the Commission requires. The filing date for each such report shall be established by the Commission.
- (B) Each monthly report shall contain:
 - (1) An updated Standard Service Offer rate,
 - (2) The data and calculations used to determine the updated Standard Service Offer rate; and
 - (3) Such other information as the Commission requires.

CUSTOMER BILLING

- (A) Unless otherwise ordered by the Commission, the Standard Service Offer Rate shall be updated monthly for the NYMEX price. The rate shall become effective for the first billing cycle of the month. The NYMEX price used will be the NYMEX price established at least 30 days prior to the first billing cycle of the month.
- (B) The Commission may at any time order a reconciliation adjustment as a result of errors or erroneous reporting.
- (C) The Company will apply the Standard Service Offer rate which was effective at the beginning of the billing cycle for the start of revenue month.
- (E) The Company shall indicate on each customer's bill:

Filed pursuant to Order dated ____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Original Sheet No. 72
Page 2 of 3

- (1) The Standard Service Offer rate expressed in dollars and cents per CCF; and
- (2) The total charge attributable to the Standard Service Offer rate expressed in dollars and cents.

DEFINITIONS

For purposes of this Rider:

- (A) "Commission" means the Public Utilities Commission of Ohio.
- (B) "Company" means Duke Energy Ohio.
- (C) "Gas" means any vaporized fuel transported or supplied to consumers by a gas or natural gas company, including, but not limited to natural gas, liquefied natural gas, and propane.
- (D) "Standard Service Offer rate" means the monthly updated gas cost adjustment determined by summing the Retail Price Adjustment, final settlement price of the NYMEX natural gas futures contract and any applicable adjustments.
- (E) "MCF" means a unit of gas equal to one thousand cubic feet.
- (F) "CCF" means a unit of gas equal to one hundred cubic feet.
- (G) "Dekatherm" or "DTH" means a unit of heating value equal to ten (10) Therms or Million BTU's (1 MMBTU).
- (H) "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.
- (I) "Monthly System BTU" means weighted average heat content of the gas received at the Company's city gate receipt meters measured on a twelve (12) month ending basis.
- (J) "Customer" means a residential, non-mercantile, or mercantile recipient of the Company's Standard Sales Service or Transportation Service.
- (K) "Standard Sales Service" means service under Residential (Rate RS – Sheet No. 30), Residential Service Low Income Pilot (Rate RSLI – Sheet No. 34), General Service - Large (Rate GS-L – Sheet No. 35) or General Service – Small (Rate GS-S – Sheet No. 32).
- (L) "Customer" means each billing account of a gas or natural gas company.
- (M) "Utility storage" means storage facilities operated and maintained by a gas or natural gas company, or by a subsidiary or affiliate of a gas or natural gas company, unless the charges for such facilities are incorporated in commodity rates or monthly demand charges filed with or approved by the Federal Energy Regulatory Commission.
- (N) "NYMEX" means the New York Mercantile Exchange

Filed pursuant to Order dated ____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Original Sheet No. 72
Page 3 of 3

- (O) "NYMEX Price" means the contract final settlement price of the natural gas futures contract each month.
- (P) "Retail Price Adjustment" or "RPA" means the price adjustment (positive or negative) in dollars and cents that shall be applied to the NYMEX Price monthly throughout the Standard Service Offer period, the combination of which shall be expressed in dollars per DTH converted to a burnertip price per MCF by applying the system loss factor and Monthly System BTU and when divided by 10 shall represent a price in dollars per CCF.
- (Q) "Standard Service Offer period means the period of twelve (12) months from April 1 to March 31 except for the first period where the period will be from November 1, 2022 through March 31, 2024.

SERVICE REGULATIONS

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

Filed pursuant to Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Original Sheet No. 73
Page 1 of 1

RIDER SSOR

STANDARD SERVICE OFFER RATE

The Standard Service Offer Rate (SSOR) shall be determined as described in Sheet No. 72 of this Tariff, P.U.C.O. Gas No. 18.

The SSOR to be charged during the revenue month of MMM YYYY is \$X.XXXX per billing CCF.

Filed pursuant to an Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Original Sheet No. 74
Page 1 of 1

RIDER SSOCR

STANDARD SERVICE OFFER COST RECONCILIATION RIDER

APPLICABILITY

Applicable for Customers served under rates RS, RSLI, GS-S, and GS-L. Rider SSOCR does not apply to customers being served under RFT, RFTLI, FT-S and FT-L except as provided below in the NON-BYPASSABLE PROVISION section.

DESCRIPTION

The SSOCR Rider will recover or pass back applicable incremental costs associated with Company's Standard Service Offer, including, but not limited to the following:

- (1) The reconciliation of actual costs to SSO revenue, and/or
- (2) Costs associated with storage from the Company's storage service providers and any transportation costs needed to utilize storage, and/or
- (3) Charges that Duke Energy Ohio pays Duke Energy Kentucky for deliveries from Duke Energy Kentucky's system into Duke Energy Ohio's system, and/or
- (4) Revenues and penalties received from Commission approved balancing services, and/or
- (5) Pipeline transportation charges and credits, and/or
- (6) Costs associated with managing the annual auction for SSO suppliers, and/or
- (7) Any incremental provider-of-last-resort costs, and/or
- (8) Other costs or credits applicable to SSO Service, and/or
- (9) Adjustments to charges billed through the SSOCR Rider during prior period(s).

The SSOCR Rider shall be updated quarterly.

NON-BYPASSABLE PROVISION

Subject to Commission approval, Rider SSOCR becomes applicable to all firm retail jurisdictional customers in the Company's gas service territory including customers taking service from Competitive Retail Natural Gas Suppliers (CRNGS) if ninety percent of the Company's total number of firm customers have switched to taking service from CRNGS.

Duke Energy Ohio shall apply to the Commission for confirmation that the Company should modify the Rider such that it becomes non-bypassable regardless as to whether or not the balance in the Rider results from over- or under-recovery.

For customers of CRNGS, Rider SSOCR will become bypassable again when, at the time of the quarterly filing, the number of customers taking service from CRNGS has fallen below the ninety percent threshold.

STANDARD SERVICE OFFER COST RECONCILIATION RIDER RATE

The SSOCR Rider Rate is \$X.XXXX per Billing CCF.

Filed pursuant to an Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18
Original Sheet No. 77
Page 1 of 1

RIDER ATC

AUCTION TRANSITION COST RIDER

APPLICABILITY

Applicable to all firm sales (RS, RSLI, GS-S & GS-L) and firm residential transportation (RFT & RFTLI) Customers.

DESCRIPTION

The ATC Rider will recover or pass back applicable incremental costs associated with the transition to a Standard Service Offer from a Gas Cost Recovery procurement process, including, but not limited to the following:

- (1) SSO Transition Costs (including but not limited to, incremental external labor and consultants necessary to expedite preparation of its Auction Application and obtain approval thereof); and/or
- (2) Other costs or credits as approved by the Commission.

The ATC Rider shall be updated quarterly.

TRANSITION COST RIDER RATE

The ATC Rider Rate is \$X.XXXX per Billing CCF.

Filed pursuant to an Order dated _____ in Case No. 21-903-GA-EXM before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Amy B. Spiller, President

DUKE ENERGY OHIO, INC.
SSO AUCTION TRANSITION

APPLICATION EXHIBIT VIII
RATIONALE UNDERLYING PROPOSED TARIFF CHANGES

DUKE ENERGY OHIO
CASE NO. 21-903-GA-EXM
NARRATIVE RATIONALE FOR TARIFF CHANGES
GAS SERVICE

GENERAL STATEMENT OF PROPOSAL

This schedule reflects the narrative tariff rationale used to transition from the Gas Cost Recovery (GCR) mechanism to a Standard Service Offer (SSO) auction.

RATE IDENTIFIER: Rate RS, Residential Service **TYPE: Flat Rate** **(T)**

Explanation of Proposal:

Remove Riders MGP and GCRR from the list of applicable riders. Add Riders SSOR, SSOCR and ATC to the list of applicable riders.

Rationale:

Remove riders that are being cancelled and add the new riders associated with the SSO.

Data Reference:

(1) Sheet No. 30.19, Page 1 of 2

RATE IDENTIFIER: Rate GS-S, General Service - Small **TYPE: Flat Rate** **(T)**

Explanation of Proposal:

Remove Riders MGP and GCRR from the list of applicable riders. Add Riders SSOR, SSOCR and ATC to the list of applicable riders.

Rationale:

Remove riders that are being cancelled and add the new riders associated with the SSO.

Data Reference:

(1) Sheet No. 32.5, Page 1 of 2

**RATE IDENTIFIER: Rate RFT, Residential Firm
Transportation Service** **TYPE: Flat Rate** **(T)**

Explanation of Proposal:

Remove Rider MGP from the list of applicable riders. Add Rider ATC to the list of applicable riders.

Rationale:

Remove rider that are being cancelled and add the new rider associated with the transition cost from moving to an SSO.

Data Reference:

(1) Sheet No. 33.16, Page 2 of 4

DUKE ENERGY OHIO
CASE NO. 21-903-GA-EXM
NARRATIVE RATIONALE FOR TARIFF CHANGES
GAS SERVICE

RATE IDENTIFIER: Rate RSLI, Residential Service **TYPE: Flat Rate** **(T)**
Low Income

Explanation of Proposal:

Remove Riders MGP and GCRR from the list of applicable riders. Add Riders SSOR, SSOCR and ATC to the list of applicable riders.

Rationale:

Remove riders that are being cancelled and add the new riders associated with the SSO.

Data Reference:

(1) Sheet No. 34.5, Page 1 of 2

RATE IDENTIFIER: Rate GS-L, General Service - Large **TYPE: Flat Rate** **(T)**

Explanation of Proposal:

Remove Riders MGP and GCRR from the list of applicable riders. Add Riders SSOR, SSOCR and ATC to the list of applicable riders.

Rationale:

Remove riders that are being cancelled and add the new riders associated with the SSO.

Data Reference:

(1) Sheet No. 34.5, Page 1 of 2

RATE IDENTIFIER: Rate RFTLI, Residential Firm **TYPE: Flat Rate** **(T)**
Transportation Service Low Income

Explanation of Proposal:

Remove Rider MGP from the list of applicable riders. Add Rider ATC to the list of applicable riders.

Rationale:

Remove rider that are being cancelled and add the new rider associated with the transition cost from moving to an SSO.

Data Reference:

(1) Sheet No. 36.5, Page 2 of 4

DUKE ENERGY OHIO
CASE NO. 21-903-GA-EXM
NARRATIVE RATIONALE FOR TARIFF CHANGES
GAS SERVICE

**RATE IDENTIFIER: Rate SSOS, Standard Service
Offer Service**

TYPE: Service Regulations (New)

Explanation of Proposal:

Proposed new tariff sheet to provide direction for Standard Service Offer suppliers to deliver natural gas to the Company to meet the demand requirements of customers who have not chosen a third-party supplier.

Rationale:

Describes how the SSO auction will be executed, and the obligations of both the Company and Suppliers for assuring that the demand requirements of customer are met. Includes an addendum with a sample of the SSO Supplier Agreement which Suppliers will need to execute once they are awarded a tranche in the auction.

Data Reference:

- (1) Sheet No. 43, Pages 1 through 10 of 10
- (2) Addendum to Sheet No. 43, Pages 1 through 15 of 15

RATE IDENTIFIER: Rider GCR, Gas Cost Recovery

TYPE: Rider

(D)

Explanation of Proposal:

This Tariff will be cancelled and withdrawn.

Rationale:

Customers served under Rate GCR will be switched to service under Rate SSO.

Data Reference:

- (1) Sheet No. 70.3, Page 1 of 1

RATE IDENTIFIER: Rider GCRR, Gas Cost Recovery Rate

TYPE: Rider

(D)

Explanation of Proposal:

This Tariff will be cancelled and withdrawn.

Rationale:

Rate GCRR will no longer be calculated. The rate for customers served under Rate SSO will be filed as Rate SSOR.

Data Reference:

- (1) Sheet No. 71.299, Page 1 of 1

DUKE ENERGY OHIO
CASE NO. 21-903-GA-EXM
NARRATIVE RATIONALE FOR TARIFF CHANGES
GAS SERVICE

RATE IDENTIFIER: Rider SSO, Standard Service Offer TYPE: Rider (New)

Explanation of Proposal:

Proposed new rider applicable to Customers with Rates RS, RSLI, GS-S and GS-L.

Rationale:

Describes how the Standard Service Offer Rate (SSOR) will be calculated and customers will be billed based on the results of the auction described in Rate SSOS.

Data Reference:

(1) Sheet No. 72, Pages 1 through 3 of 3

RATE IDENTIFIER: Rider SSOR, Standard Service Offer Rate TYPE: Rider (New)

Explanation of Proposal:

Proposed new rider showing the rate applicable to Customers with Rates RS, RSLI, GS-S and GS-L.

Rationale:

Shows the rate and effective date resulting from the auction described in Rate SSOS.

Data Reference:

(1) Sheet No. 73, Page 1 of 1

RATE IDENTIFIER: Rider SSOCR, Standard Service Offer TYPE: Rider (New)
Cost Reconciliation Rider

Explanation of Proposal:

Proposed new rider applicable to Customers with Rates RS, RSLI, GS-S and GS-L.

Rationale:

Recover costs or refund overcollections for incremental costs associated with providing service under the Company's Standard Service Offer such as the costs of managing the auction, storage used for balancing and any difference between what is collected from Customers through the SSOR and what is paid to Suppliers. This rider will be updated quarterly.

Data Reference:

(1) Sheet No. 74, Page 1 of 1

DUKE ENERGY OHIO
CASE NO. 21-903-GA-EXM
NARRATIVE RATIONALE FOR TARIFF CHANGES
GAS SERVICE

**RATE IDENTIFIER: Rider ATC, Auction Transition
Cost Rider**

TYPE: Rider

(New)

Explanation of Proposal:

Proposed new rider applicable to Customers with Rates RS, RSLI, RFT, RFTLI, GS-S and GS-L.

Rationale:

Recover or pass back applicable incremental costs associated with the transition from service under the GCR to service under an SSO. This rider will be updated quarterly.

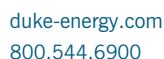
Data Reference:

(1) Sheet No. 77, Page 1 of 1

DUKE ENERGY OHIO, INC.
SSO AUCTION TRANSITION

APPLICATION EXHIBIT IX

PROPOSED BILL FORMAT CHANGES



Service address
SALLY SAMPLE
123 SAMPLE ST
CITY STATE 00000

Bill date	Dec 10, 2021
For service	Nov 5 - Dec 7
	33 days

Account number **9999 9999 9999**

Billing summary

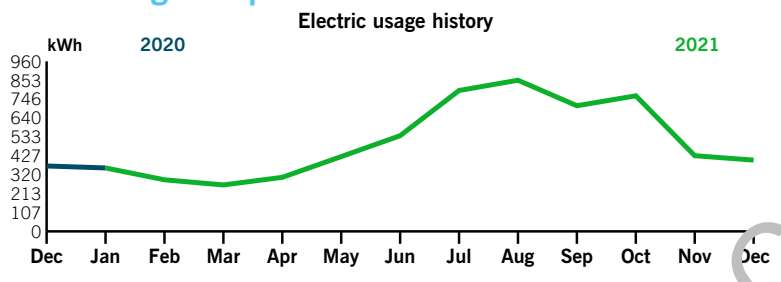
Previous Amount Due	\$104.65
<i>Payment Received Nov 18</i>	-104.65
Current Electric Charges	51.64
Current Gas Charges	53.07
Total Amount Due Dec 31	\$104.71



Thank you for your payment.

Introducing Share the Light Fund, formerly HeatShare. Discover the power of community, whether you need help or want to help others. Add a gift to your bill or learn more at duke-energy.com/ShareTheLight.

Your usage snapshot



Do you or someone you know need help with energy bills or other essentials as a result of the pandemic? Help is available through new and existing assistance programs for those who qualify. Visit 211.org or dial 211 to get started.

This winter, level out your monthly bill payments to help ease the impact of higher bills with our Budget Billing plan. Enroll now at duke-energy.com/BetterWinterBills.

Energy theft affects all of us - driving up energy costs and increasing the risk to public safety. You can help by reporting suspicious activity. Call 1-800-544-6900 or complete an energy theft form at duke-energy.com, under the customer service link.

Average temperature in degrees

35°	33°	29°	47°	52°	60°	72°	74°	75°	68°	61°	42°	45°
Current Month				Dec 2020	12-Month Usage				Avg Monthly Usage			
Electric (kWh)			402	369	6,129				511			
12-month usage based on most recent history												

Mail your payment at least 7 days before the due date or pay instantly at duke-energy.com/billing. Late payments are subject to a 1.5% late charge.

Please return this portion with your payment. Thank you for your business.



Duke Energy Return Mail
PO Box 1090
Charlotte, NC 28201-1090

Account number
9999 9999 9999

\$104.71
by Dec 31

After Dec 31, the amount due will increase to \$106.28.

\$ _____ \$ _____
Add here, to help others with a **Amount enclosed**
contribution to Share the Light

SALLY SAMPLE
123 SAMPLE ST
CITY STATE 00000-1234

Duke Energy Payment Processing
PO Box 1094
Charlotte, NC 28201-1094

8891010053221400022000000000000000001047100000104716



duke-energy.com
800.544.6900

Account number **9999 9999 9999**

200090280681

We're here for you

Report an emergency

Electric/Gas outage		duke-energy.com/outages
	Electric	800.543.5599
	Gas	800.634.4300

Convenient ways to pay your bill

Online	duke-energy.com/billing
Automatically from your bank account	duke-energy.com/autodraft
Speedpay (fee applies)	duke-energy.com/pay-now 800.544.6900
By mail payable to Duke Energy	P.O. Box 1094 Charlotte, NC 28201-1094
In person	duke-energy.com/location

Help managing your account (not applicable for all customers)

Register for free paperless billing	duke-energy.com/paperless
Home	duke-energy.com/manage/home
Business	duke-energy.com/manage/bus

Correspond with Duke Energy (not for payment)

P.O. Box 1326
Charlotte, NC 28201

General questions or concerns

Online	duke-energy.com
Home: Mon - Fri (7 a.m. to 7 p.m.)	800.544.6900
Business: Mon - Fri (7 a.m. to 6 p.m.)	800.774.1202
For hearing impaired TDD/TTY	800.222.3448 or 711
International	1.407.629.1010

General utility information or commission assistance

Public Utilities Commission of Ohio (PUCO)	
Call (8 a.m. to 5 p.m.)	800.686.7826
Online	puco.ohio.gov
For hearing impaired TDD/TTY	937.643.4600 or 711

Ohio Consumers' Counsel (OCC)

Call (8 a.m. to 5 p.m.)	877.742.5622
Online	occ.ohio.gov

Request the condensed or detailed bill format

Call (7 a.m. to 7 p.m.)	800.544.6900
-------------------------	--------------

Important to know

Your next meter reading: Jan 117

Please be sure we can safely access your meter for actual readings. Don't worry if your digital meter flashes eights from time to time. That's a normal part of the energy measuring process.

Your service(s) may be disconnected if your payment is past due

If payment for your service(s) is past due, we may begin disconnection procedures. If your service is disconnected because of a missed payment, you must pay the amount specified in the **Important Disconnect Information** section on your bill, as well as, a reconnection fee, before your service will be reconnected. The reconnection fee is \$10 for electric service that may be reconnected remotely, \$69 for electric service that is not eligible to be reconnected remotely, and \$17 for gas service. In such situations where both electric and gas service are disconnected for non-payment, the reconnection fee will not exceed \$27 for both.

Failure to pay may result in a return to our standard offer for generation

Failure to pay charges for a competitive retail service may result in cancellation of your contract with the respective retail electric supplier. You will then be returned to Duke Energy Ohio's standard offer for generation services.

When you pay by check

We may process the payment as a regular check or convert it into a one-time electronic check payment.

Customer Charge - The fixed monthly charge partially covers the cost of providing service to your location as well as maintaining customer records, billing and transactions affecting your account.

Delivery Charge - Charges for the operating expenses and delivering energy to you.

Generation Charge - Charges associated with the production of electricity.

Questions or complaints

If you have a question or complaint about your bill or service, please contact us via one of the contact options provided.

If your complaint is not resolved after contacting Duke Energy or if you need general utility information, please contact the Public Utilities Commission of Ohio (PUCO) or the Ohio Consumers' Counsel (OCC) via one of the contact options provided.

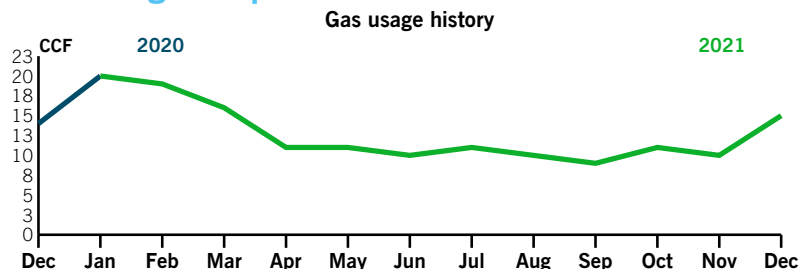
Choice Service ID

Once you have chosen a Certified Supplier to provide your energy supply, share this information with them so they can sign you up.

Para nuestros clientes que hablan Español

Representantes bilingües están disponibles para asistirle de lunes a viernes de 7 a.m. - 7 p.m. Para obtener más información o reportar problemas con su servicio eléctrico, favor de llamar al 800.544.6900.

Your usage snapshot - Continued




Average temperature in degrees


35° 33° 29° 47° 52° 60° 72° 74° 75° 68° 61° 42° 45°

	Current Month	Dec 2020	12-Month Usage	Avg Monthly Usage
Gas (CCF)	15	14	153	13
12-month usage based on most recent history				

		Choice Service ID
		999999999999Z115093763
Current Gas usage for meter number 999999		
Actual reading on Dec 7		49.00
Previous reading on Nov 5		- 34.00
<hr/>		
Gas used		15.00 CCF
Billed CCF	15.000 CCF	

 One centum cubic foot (CCF) is the amount of gas in a 100-cubic-foot space. If you have a standard oven, it would take about 20 hours to use 1 CCF of gas.

		Choice Service ID 999999999999Z14900955	
Current Electric			
<u>Usage Meter Number</u>	<u>Usage Type</u>	<u>Billing Period</u>	
999999999	Actual	Nov 5 - Dec 7	
<u>Usage Values</u>			
Billed kWh		402.160 kWh	

 A kilowatt-hour (kWh) is a measure of the energy used by a 1,000-watt appliance in one hour. A 10-watt LED lightbulb would take 100 hours to use 1 kWh.

Billing details - Gas

Billing Period - Nov 05 to Dec 07	
Meter - 999999	
Duke Energy Delivery	
Service Delivery	
Fixed Delivery Service Charge	\$33.03
Usage-Based Charge	
15.000 CCF @ \$0.03272800	0.49
Gas Delivery Riders	9.32
Gas Cost Recovery	
15.000 CCF @ \$0.68170000	10.23
Total Current Charges	\$53.07

Your current rate is Residential Service (RS).

~~This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is \$0.71503513 per CCF, which includes a base GCR of \$0.68170000 and Ohio excise tax of \$0.03333513.~~

For a complete listing of all Ohio rates and riders, visit duke-energy.com/rates

PRICE TO COMPARE: In order for you to save money, a natural gas supplier must offer you a price lower than \$X.XX per CCF for the same usage that appears on this bill. When shopping for a natural gas supplier, it may be useful to compare supplier offers with the standard service offer (SSO) rate available to eligible customers, which varies monthly based on the market price of natural gas. Price represents one feature of an offer; there may be other features which you consider of value. More information about the SSO and other suppliers' offers is available at energychoice.ohio.gov or by contacting the PUCO.



Page 4 of 4
Account number **9999 9999 9999**

Billing details - Electric

Billing Period - Nov 05 to Dec 07	
Meter - 999999999	
Duke Energy Delivery	
Service Delivery	
Distribution-Customer Charge	\$6.00
Distribution-Energy Charge	
402.160 kWh @ \$0.03148200	12.66
Delivery Riders	10.36
Generation Riders	0.27
Generation Charges	
Retail Capacity Rider (RC)	7.79
Retail Energy Rider (RE)	14.76
Alternative Energy Recovery Rider (AER-R)	0.09
Supplier Cost Reconciliation Rider (SCR)	-0.29
	\$1.64

Your current rate is Residential Service (RS)

PRICE TO COMPARE: In order for you to save money, an electric supplier must offer you a price lower than \$X.XX cents per kWh for the same usage that appears on this bill. To review competitive offers from electric suppliers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at www.energychoice.ohio.gov. To learn more about Price to Compare, visit www.duke-energy.com or contact Duke Energy for a written explanation.

Riders are cost the Public Utilities Commission of Ohio has approved to cover investments in improving the energy infrastructure or other additional expenses.

Non-Shopping Customer
Bill Sample



Your Energy Bill

Page 1 of 4

Service address
SALLY SAMPLE
123 SAMPLE ST
CITY STATE 00000

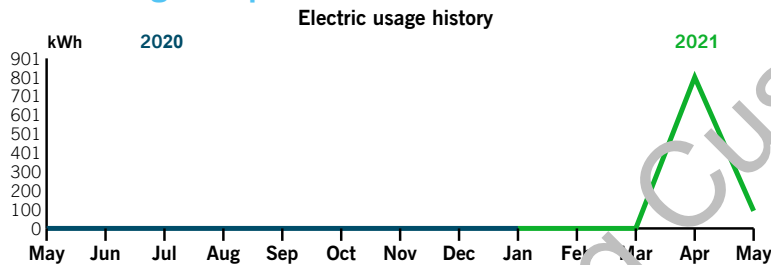
Bill date May 8, 2021
For service Apr 8 - May 7
30 days

Account number **9999 9999 9999**

Billing summary

Previous Amount Due	\$78.84
Payment Received Apr 18	-78.84
Current Electric Charges	13.08
ABC Energy Services	
Current Supplier Electric Charges	5.01
ABC Gas Choice Supplier	
Current Supplier Gas Charges	24.55
Current Gas Charges	41.46
Taxes	1.41
Total amount due Jun 2	\$85.51

Your usage snapshot



Average temperature in degrees

70° 75° 81° 78° 76° 62° 41° 41° 4° 38° 53° 6°

	Current Month	May 2020	12-Month Usage	Avg Monthly Usage
Electric (kWh)	93	0	447	447
12-month usage based on most recent history				

Mail your payment at least 7 days before the due date or pay instantly at duke-energy.com/billing.
Late payments are subject to a 1.5% late charge.

Please return this portion with your payment. Thank you for your business.

210000073563



Duke Energy Return Mail
PO Box 1090
Charlotte, NC 28201-1090

Account number
9999 9999 9999

Amount due

\$85.51
by Jun 2

After Jun 2, the amount due will increase to \$86.79.

\$ _____ \$ _____
Add here, to help others with a contribution to Share the Light **Amount enclosed**

SALLY SAMPLE
123 SAMPLE ST
CITY STATE 00000-1234

Duke Energy Payment Processing
PO Box 1094
Charlotte, NC 28201-1094

88910003150707000220000030335000000855100000388861



duke-energy.com
800.544.6900

Account number 9999 9999 9999

We're here for you

Report an emergency

Electric/Gas outage		duke-energy.com/outages
	Electric	800.543.5599
	Gas	800.634.4300

Convenient ways to pay your bill

Online	duke-energy.com/billing
Automatically from your bank account	duke-energy.com/autodraft
Speedpay (fee applies)	duke-energy.com/pay-now 800.544.6900
By mail payable to Duke Energy	P.O. Box 1094 Charlotte, NC 28201-1094
In person	duke-energy.com/location

Help managing your account (not applicable for all customers)

Register for free paperless billing	duke-energy.com/paperless
Home	duke-energy.com/manage-home
Business	duke-energy.com/manage-bus

Correspond with Duke Energy (not for payment)

P.O. Box 1326
Charlotte, NC 28201

Contact Duke Energy

Online	duke-energy.com
Call (Monday - Friday, 7 a.m. to 7 p.m.)	800.544.6900
For hearing impaired TDD/TTY	800.750.7600 or 711

General utility information or commission assistance

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Call (8 a.m. to 5 p.m.)		800.686.7826
Online		puc.ohio.gov
For hearing impaired TDD/TTY		937.643.4600 or 711
Ohio Consumers' Counsel (OCC)		
Call (8 a.m. to 5 p.m.)		877.742.5622
Online		occ.ohio.gov

Request the condensed or detailed bill format

Call (7a.m. to 7 p.m.)	800.544.6900
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Important to know

Your next meter reading: June 7

Please be sure we can safely access your meter for actual readings. Don't worry if your digital meter flashes eights from time to time. That's a normal part of the energy measuring process.

Your service(s) may be disconnected if your payment is past due

If payment for your service(s) is past due, we may begin disconnection procedures. If your service is disconnected because of a missed payment, you must pay the amount specified in the **Important Disconnect Information** section on your bill, as well as, a reconnection fee, before your service will be reconnected. The reconnection fee is \$10 for electric service that may be reconnected remotely, \$69 for electric service that is not eligible to be reconnected remotely, and \$17 for gas service. In such situations where both electric and gas service are disconnected for non-payment, the reconnection fee will not exceed \$27 for both.

Failure to pay may result in a return to our standard offer for generation

Failure to pay charges for a competitive retail service may result in cancellation of your contract with the respective retail electric supplier. You will then be returned to Duke Energy Ohio's standard offer for generation services.

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Delivery Charge - Charges for the operating expenses and delivering energy to you.

Generation Charge - Charges associated with the production of electricity.

Questions or complaints

If you have a question or complaint about your bill or service, please contact us via one of the contact options provided.

If your complaint is not resolved after contacting Duke Energy or if you need general utility information, please contact the Public Utilities Commission of Ohio (PUCO) or the Ohio Consumers' Counsel (OCC) via one of the contact options provided.

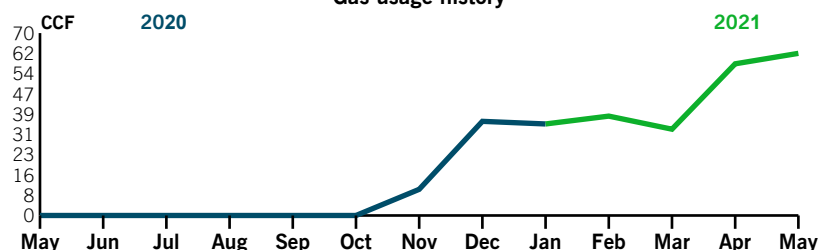
Choice Service ID

Once you have chosen a Certified Supplier to provide your energy supply, share this information with them so they can sign you up.

Para nuestros clientes que hablan Español

Representantes bilingües están disponibles para asistirle de lunes a viernes de 7 a.m. - 7 p.m. Para obtener más información o reportar problemas con su servicio eléctrico, favor de llamar al 800.544.6900.

Gas usage history



70° 75° 81° 78° 76° 62° 41° 41° 41° 38° 53° 55° 60°

	Current Month	May 2020	12-Month Usage	Avg Monthly Usage
Gas (CCF)	62	0	N/A	39
12-month usage based on most recent history				

Choice Service ID
99999999999979999999.

<u>Meter Number</u>	<u>Usage Type</u>	<u>Billing Period</u>
999999999	Actual	Apr 8 - May 7
<u>Usage Values</u>		
Billed kWh		93 kWh

A kilowatt-hour (kWh) is a measure of the energy used by a 1,000-watt appliance in one hour. A 10-watt LED lightbulb would take 100 hours to use 1 kWh.

Choice Service ID
999999999999Z99999999999

Actual reading on May 7	734
Previous reading on Apr 8	- 32
<hr/>	
Gas used	62 CCF

One centum cubic foot (CCF) is the amount of gas in a 100-cubic-foot space. If you have a standard oven, it would take about 20 hours to use 1 CCF of gas.

Duke Energy Delivery

<i>Service Delivery</i>	
Distribution-Customer Chg	\$6.00
Distribution-Energy Chg	
93 kWh @ \$0.03148200	2.93
Delivery Riders	4.11
Generation Riders	0.04
Total Energy Charges	\$13.08

Your current delivery rate with Duke Energy is Residential Service - Winter (RS)

For a complete listing of all Ohio rates and riders, visit duke-energy.com/rates

Your current generation rate with ABC Energy Services is AB00. Your ABC Energy Services account number is XXXXXXXX. If you have any questions about your electric supplier's service or charges, contact ABC Energy Services at 999.999.9999 or write to them at 4 Sample St, Columbus, OH 99999.



Billing details - Electric continued

ABC Energy Services	
Choice Supplier Energy Chrg 93 kWh @ \$0.05390000	\$5.01
Total Current Charges	\$18.09

PRICE TO COMPARE: In order for you to save money, an electric supplier must offer you a price lower than \$X.XX cents per kWh for the same usage that appears on this bill. To review competitive offers from electric suppliers, visit the Public Utilities Commission of Ohio's "Energy Choice Ohio" website at www.energychoice.ohio.gov. To learn more about Price to Compare, visit www.duke-energy.com or contact Duke Energy for a written explanation.

Riders are costs the Public Utilities Commission of Ohio has approved to cover investments in improving the energy infrastructure or other additional expenses.

Billing details - Gas

Fixed Delivery Service Charge	\$33.03
Usage-Based Charge	
62 CCF @ \$0.03272800	2.03
Gas Delivery Riders	6.83
Gas Cost Recovery 62 CCF @ \$-0.00697300	-0.42
Total Energy Charges	\$41.46
ABC Gas Choice Supplier	
Gas Supplier Energy Chg 62 CCF @ \$0.39600000	24.55
Total Supplier Charges	\$24.55
Total Current Charges	\$66.01

Your current rate is Residential Firm Transportation Service (RFT).



Your current rate with ABC Gas Choice Supplier is AB01. Your ABC Gas Choice Supplier account number is 99999999. If you have any questions about your gas supplier's service or charges, contact ABC Gas Choice Supplier at 111.111.1111 or write to them at Sample Sq, Columbus, OH 9999-9999.

~~This month's Gas Cost Recovery (GCR) charge for customers purchasing their natural gas from Duke Energy is \$-0.00697300 per CCF, which includes a base GCR of \$-0.01394600 and Ohio excise tax of \$-0.0006819594.~~

PRICE TO COMPARE: In order for you to save money, a natural gas supplier must offer you a price lower than \$X.XX per CCF for the same usage that appears on this bill. When shopping for a natural gas supplier, it may be useful to compare supplier offers with the standard service offer (SSO) rate available to eligible customers, which varies monthly based on the market price of natural gas. Price represents one feature of an offer; there may be other features which you consider of value. More information about the SSO and other suppliers' offers is available at energychoice.ohio.gov or by contacting the PUCO.

Billing details - Taxes

Sales Tax	\$1.41
Total Taxes	\$1.41

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

4/27/2022 3:15:25 PM

in

Case No(s). 21-0903-GA-EXM, 21-0904-GA-ATA, 21-0905-GA-AAM

Summary: Application Duke Energy Ohio Inc., Application electronically filed by
Mrs. Debbie L. Gates on behalf of Duke Energy Ohio Inc. and D'Ascenzo, Rocco O.
Mr.