

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of	)	
Duke Energy Ohio, Inc., for an Increase	)	Case No. 21-887-EL-AIR
in Electric Distribution Rates.	)	
In the Matter of the Application of	)	
Duke Energy Ohio, Inc., for Tariff	)	Case No. 21-888-EL-ATA
Approval.	)	
In the Matter of the Application of	)	
Duke Energy Ohio, Inc., for Approval	)	Case No. 21-889-EL-AAM
to Change Accounting Methods.	)	

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**STIPULATION AND RECOMMENDATION**

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**I. INTRODUCTION**

Rule 4901-1-30, Ohio Administrative Code provides that any two or more parties to a proceeding may enter into a written stipulation covering the issues presented in such a proceeding. The purpose of this document is to set forth the understanding and agreement of the parties that have signed below (Signatory Parties) and to recommend that the Public Utilities Commission of Ohio (Commission) approve and adopt this Stipulation and Recommendation (Stipulation), which resolves all of the issues raised in these proceedings through the Application filed by Duke Energy Ohio, Inc., (Duke Energy Ohio or Company) on October 1, 2021 (Application) and the Staff Report filed on May 19, 2022 (Staff Report).

The Stipulation represents a just and reasonable resolution of the issues raised in these proceedings, violates no regulatory principle or precedent, and is the product of lengthy, serious bargaining among knowledgeable and capable parties representing a wide range of interests, including the Staff of the Commission (Staff), to resolve the aforementioned issues. The Stipulation is supported by adequate data and information and, as a package, benefits customers

and the public interest. Although this Stipulation is not binding on the Commission, it is entitled to careful consideration by the Commission. For purposes of resolving all issues raised by these proceedings, the Signatory Parties stipulate, agree, and recommend as set forth below.

## **II. RECITALS**

WHEREAS, on October 1, 2021, Duke Energy Ohio filed an Application to adjust its base distribution rates; and

WHEREAS, on May 19, 2022, the Staff filed the Staff Report in these proceedings; and

WHEREAS, Staff and all other parties to these proceedings have engaged in substantial discovery; and

WHEREAS, all of the related issues and concerns raised by the Signatory Parties have been addressed in the substantive provisions of this Stipulation, and reflect, as a result of such discussions and compromises by the Signatory Parties, an overall reasonable resolution of all such issues; and

WHEREAS, this Stipulation is the product of the discussions and negotiations of the Signatory Parties and is not intended to reflect the views or proposals that any individual Signatory Party might have advanced acting unilaterally; and

WHEREAS, this Stipulation represents an accommodation of the diverse interests represented by the Signatory Parties and is entitled to careful consideration by the Commission; and

WHEREAS, this Stipulation represents a serious compromise of complex issues and involves substantial benefits that would not otherwise have been achievable; and

WHEREAS, the Signatory Parties believe that the agreements herein represent a fair and reasonable solution to the issues raised in these proceedings; and

NOW, THEREFORE, the Signatory Parties stipulate, agree, and recommend that the Commission make the following findings and issue its Opinion and Order in these proceedings, approving this Stipulation in accordance with the following:

### **III. JOINT RECOMMENDATION OF PARTIES**

#### **A. Approval of Application**

The Signatory Parties recommend that the Company's Application be approved as modified by the recommendations in the Staff Report, unless otherwise modified below, in order to fully resolve all of the issues raised in these proceedings.

#### **B. Distribution Service**

##### **1. Revenue Requirement**

The Signatory Parties agree and recommend that the Commission approve a revenue requirement for Duke Energy Ohio's electric distribution service of \$578.1 million, excluding all riders, which reflects an increase of \$22.6 million comprised of an increase in overall base distribution rates of \$23.1 million and a decrease of miscellaneous revenues of \$0.5 million. The \$578.1 million is comprised of \$565.7 million of base distribution revenues and \$12.4 million of miscellaneous revenues. The Signatory Parties agree that Duke Energy Ohio's revenue requirement related to distribution service is as detailed in the updated attached Schedule A-1, part of Stipulation Attachment 1.

##### **2. Return on Equity/Capital Structure**

The Signatory Parties agree and recommend that the Commission determine Duke Energy Ohio's capital structure, as of June 30, 2021, to be 50.50 percent equity and 49.50 percent long-term debt and approve a return on equity (ROE) of 9.5 percent until such time as new rates are effective with a new ROE authorized by the Commission in the Company's next electric distribution base rate case. Based on this ROE, the Signatory Parties agree and recommend that

Duke Energy Ohio's overall rate of return shall be 6.86 percent<sup>1</sup> and that the Commission find that such overall rate of return on rate base is fair and reasonable.

### **3. Rate Base**

The Signatory Parties agree that Duke Energy Ohio's rate base related to distribution service is as detailed in the updated attached Schedules A-1, and B-1 included as Stipulation Attachment 1 and Attachment 2, respectively.

### **4. Depreciation**

The Signatory Parties agree that Duke Energy Ohio shall use the depreciation rates as reflected in its Application and as modified in the Staff Report.

### **5. Implementation of New Rates**

The Signatory Parties agree and recommend that the Commission approve final tariffs that go into effect on a service rendered basis after the Commission approves this Stipulation and final tariffs are filed with the Commission and reviewed by Commission Staff.

### **6. Future Depreciation Studies**

The Company agrees that it will include a depreciation study in its next electric distribution rate case. The Staff Report recommendation to perform another depreciation study within 5 years is not required so long as one is performed and included as part of the Company's next electric distribution base rate case application.

### **7. Cost of Service Allocations, Billing Determinants and Rate Design**

The Signatory Parties agree to the following allocation of base distribution revenues:

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<sup>1</sup> As shown on Schedule A-1 of Stipulation Attachment 1.

Rate Class	Proposed Revenues	
	\$	%
Rate RS, ORH, TD, RS3P, RSLI	\$ 362,041,019	64.00%
Rate DS	132,235,604	23.38%
Rate EH	1,509,393	0.27%
Rate DM	34,167,022	6.04%
Rate GSFL	806,026	0.14%
Rate DP	25,184,015	4.45%
Rate TS	117,660	0.02%
Lighting	9,628,354	1.70%
Total	<u>\$ 565,689,093</u>	<u>100.00%</u>

The Signatory Parties further agree that Duke Energy Ohio shall use the Company's weather normalized actual sales for the test year used in these proceedings (twelve months ended March 31, 2022) as the billing determinants for purposes of recovering its electric distribution base revenue requirement for all rates other than lighting. Lighting rates will use the billing determinants in the Company's application and as recommended in the Staff Report. The electric distribution base rates will be computed using the kWh, kW, and customer count numbers that appear on Stipulation Attachment 3.

The Signatory Parties agree and recommend that Duke Energy Ohio's monthly fixed customer charge for residential customers taking service on Rates RS, ORH and TD-CPP shall be \$8.00 per bill. The monthly fixed customer charge for residential customers taking service on Rate RS3P shall be \$10.50 per bill. The monthly fixed customer charge for residential customers taking service on Rate TD shall be \$17.50 per bill. The monthly fixed customer charge for low-income residential customers taking service on Rate RSLI shall remain unchanged at \$2.00 per bill. The monthly fixed customer charge for non-residential customers taking service on Rate DM shall be \$12 for single-phase and \$24 for three-phase. The monthly fixed customer charge for non-residential customers taking service on Rate TS shall be \$197 per bill. The Signatory Parties agree

and recommend that the monthly fixed customer charges for all other non-residential customer classes will be as proposed in the Company's application. The remaining authorized revenue requirement approved in this Stipulation will be captured in energy charges to meet the agreed upon revenue requirement.

#### **8. Rate Case Expense**

The Signatory Parties agree that the Commission should review the most recent updated information regarding the Company's rate case expense before issuing its final Order and update the final revenue requirement for the amortization of the updated rate case expenses in its final Order. The Company will submit its most recent information regarding its rate case expense as a late filed exhibit following briefing of these proceedings.

#### **9. Capitalization Policy**

Duke Energy Ohio shall not be required to modify its corporate parent's convention of capitalizing employee bonus expense; however, so as not to include the value of the employee bonus expense for incremental investments on projects placed in-service since June 30, 2016, Duke Energy Ohio shall include a credit in rate base in this proceeding and in future Rider DCI and Rider PF filings, as applicable, for the estimated revenue requirement impact of capitalizing employee bonus expenses for incremental investment for its Ohio retail customers so as to net out the cost of the bonus expenses.<sup>2</sup>

#### **10. Electric System Operations (ESO) Facility Rate Base Adjustment**

The reduction to rate base for the ESO Facility is a reasonable method to determine the reduction to the revenue requirement associated with the distribution-related service to Duke Energy Kentucky in this case only. The rate base of \$2,037,893,434 on Attachment 1 and

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<sup>2</sup> For purposes of this section, "bonus expense" refers to the portion of the Company's incentive compensation attributable to the achievement of financial goals and that which is issued to the employee in the form of Company stock.

Attachment 2 includes a reduction of \$12,594,425 related to the ESO Facility. This rate base reduction drives a reduction to the revenue requirement of \$1.8 million. Going forward, Duke Energy Ohio will directly charge Duke Energy Kentucky for the distribution-related services performed at the ESO Facility for Duke Energy Kentucky. In future rate cases, Duke Energy Ohio's rate base will include the total net book value of the ESO Facility, and the revenues received from Duke Energy Kentucky will offset the revenue requirement. This is consistent with the methodology that Duke Energy employs for all shared assets.

**C. Individual Rider and Tariff Provisions**

**1. Rider DCI**

**a. Rider DCI Requirements**

The Stipulating Parties agree and recommend that Duke Energy Ohio's existing non-bypassable Rider DCI shall continue in its current form and process through May 31, 2025, and the Company's proposal to "roll-into base rates" and reset Rider DCI shall be approved, subject to the modifications below. Rider DCI shall be subject to the following annual revenue caps per year through the term of the Rider DCI.<sup>3</sup>

**i.** For 2022, the DCI Revenue Cap will be \$20.7 million, pro-rated by month for when new base rates established in this proceeding go into effect.

**ii.** For 2023, the DCI Revenue Cap will be \$39.1 million. This amount may be increased by an additional \$2.4 million to \$41.5 million for 2023 if, in 2022, Duke Energy Ohio achieves a SAIDI of 117. The Revenue

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<sup>3</sup> Ohio Manufacturers' Association Energy Group (OMAEG) and The Kroger Co. (Kroger) do not support but agree not to oppose Section III.C.1. of the Stipulation taking into consideration the Stipulation as a package. OMAEG's and Kroger's non-opposition shall not be relied upon in any other forum or proceeding.

Cap amounts for 2023 will be prorated by month should new base rates not go into effect until 2023.

**iii.** For 2024, the DCI Revenue Cap will be \$57.4 million. This amount may be increased by an additional \$2.4 million to \$59.8 million for 2024 if Duke Energy Ohio achieves a SAIDI of 117 in 2023 but does not achieve a SAIDI of 117 in 2022. This amount may be increased by a total of \$4.8 million to \$62.2 million for 2024 if, in 2022 and 2023, Duke Energy Ohio achieved a SAIDI of 117 for both years.

**iv.** For the five-month period ending May 2025, the DCI Revenue Cap will be \$31.6 million. If Duke Energy Ohio achieves a SAIDI of 117 in only one year between 2022 and 2024, the DCI Revenue cap for the five-month period ending May 2025 will be \$32.6 million. If Duke Energy Ohio achieves a SAIDI of 117 in two of the years between 2022 and 2024, the DCI Revenue cap for the five-month period ending May 2025 will be \$33.6 million. This amount may be increased to a Rider DCI Revenue cap of \$34.6 million if Duke Energy Ohio achieves a SAIDI of 117 in every year between 2022 and 2024.

Rider DCI shall be subject to an annual true-up and reconciliation consistent with the aforementioned caps. Duke Energy Ohio shall work with Commission Staff to manage its Rider DCI consistent with the established caps but recognize that adjustments may be necessary as part of the true-up process to ensure that the Company is recovering its distribution spend consistent with these caps. The Signatory Parties recommend adoption of the true-up proposal as described in the Company's application.<sup>4</sup>

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<sup>4</sup> Staff Report p. 11.



A pre-tax return of 8.24% percent on rate base will be used in the Rider DCI calculation, consistent with prior practice, which is based on the after-tax weighted-average cost of capital, as shown on Schedule A-1 of Stipulation Attachment 1, grossed up for the current federal income tax rate.

The collection of the revenue requirement shall be based on a percentage of the customer's base distribution charge.

## **2. Electric Service Reliability Rider (Rider ESRR)**

The Signatory Parties agree and recommend that the Company's proposal to modify Rider ESRR be approved as recommended in the Staff Report. The Signatory Parties agree that the amount of vegetation management expense established in these proceedings as a base level included in rates shall be \$22.5 million as denoted on Schedule C-2.1 Page 2 of 5, Line 21 in the Company's application.

## **3. Rider DSR (Distribution Storm Rider)**

The Signatory Parties recommend that the Company's proposal to reset Rider DSR for recovery of or refund to customers any incremental O&M associated with major storms above or below the amount established in base rates be approved. The Signatory Parties agree that the amount of major storm expense established in these proceedings as a base level included in rates shall be \$3.8 million, which is the equivalent of the average of the five-year period of calendar years 2017 through 2021.

## **4. Rider DDR (Distribution Decoupling Rider)**

Duke Energy Ohio's existing Rider DDR shall continue as currently approved and shall be adjusted for the updated billing determinants in Stipulation Attachment 3 and the updated baseline distribution base revenues in Stipulation Attachment 4. Rider DDR shall be updated annually and subject to annual audit at the Commission's discretion.

**5. Rider UE-D (Uncollectible Distribution Expense) and Fee Free Payment Proposal**

Duke Energy Ohio agrees to withdraw its proposal to include third-party payment processing fees for credit/debit/ and other electronic payment processes for recovery in Rider UE-D. Duke Energy Ohio reserves the right to file a request for a fee free credit card payment process in a future proceeding.

**6. Rider ETCJA (Electric Tax Cuts and Jobs Act)**

The Signatory Parties agree Rider ETCJA shall be updated to reflect the results of any changes in federal tax laws as may be ordered by the Commission as part of a future proceeding.

**7. Certified Supplier Charges Tariff**

The Signatory Parties agree and recommend that within thirty days of approval of this Stipulation without material modification, Duke Energy Ohio shall amend its Certified Supplier Charges Tariff (Rate CS), Sheet No. 52 in its PUCO No. 20 Tariff, to (1) eliminate the End-use Customer Enrollment/ Switching Fee (\$5.00/ switch); (2) eliminate the Customer Usage Request Charges (\$6.00- One month of electronic Interval Meter Data and \$7.50 – Twelve months of electronic Interval Meter Data); and (3) reduce from \$150 to \$50 the Pre-Enrollment End-use Customer Information List Fee. The elimination of these fees in (1) and (2) shall eliminate the need to conduct any cost study for these costs as was previously agreed to as part of the settlement approved in Case No. 20-666-EL-RDR. The Company's Customer Information System (CIS), live since April 2022, utilizes EDI transactions to complete enrollments and uses EDI transactions and the Company's Supplier Portal to provide interval meter data to all electric suppliers. Given that there is no discernible incremental cost to any single EDI enrollment or any single customer interval data transaction (whether via EDI or the Supplier Portal), Signatory Parties agree that the cost of service study is no longer needed for these costs. The Company agrees to not seek future

recovery for incremental costs related to transactions involving the data transfer associated with elimination of charges or enrollment EDI transactions or any single customer interval data query EDI transactions, unless future enhancements are authorized. Accordingly, the Signatory parties recommend that the Commission authorize the Company to forego its requirement to perform the cost of service study required by Paragraph 2 of the Stipulation approved in Case No. 20-666-EL-RDR. All other fees contained in the Rate CS shall remain. The amount of miscellaneous revenues in the Company's Application associated with the three categories of fees eliminated or reduced herein will be reclassified as base distribution revenues.

**8. Retail Reconciliation Rider**

**a.** Duke Energy Ohio agrees to withdraw its proposed Reconciliation Rider (Rider RR) in this proceeding.

**b.** However, the Signatory Parties further agree that:

**i.** If there is a change in the Ohio Revised Code that mandates the separation of default service costs from distribution rates, Duke Energy Ohio agrees to file an application for such separation. Following the law's effective date, such application shall be made consistent with the new law and its associated deadlines and shall adhere to the earliest filing date that may be established. For avoidance of doubt, if the new law affords the Company the option of selecting from more than one filing date, the Company will select the earliest date on which it can file such an application. And if no date is provided, the Company agrees to file an application for a new service pursuant to R.C. 4909.18, or another applicable proceeding, along with a proposal for a revenue neutral

mechanism to give effect to such a change in law within 60 days of the effective date of the law.

**ii.** The Signatory Parties agree that, in the event of decision by the Commission or the Supreme Court of Ohio that finds the Commission must act, under existing Ohio law, to require separation of any standard service offer costs from distribution rates of an electric utility, Duke Energy Ohio agrees, within 60 days of the issuance of the mandate by the Supreme Court of Ohio or within 60 days of a final appealable order by the Commission, to file an application pursuant to R.C. 4909.18 for a new service, or another applicable proceeding to enable an investigation, along with appropriate mechanism(s), to determine such cost functionalization in a revenue neutral manner to the Company.

**iii.** An order by the Commission approving a stipulation in which another electric utility agrees to separation of any standard service offer costs from distribution rates shall not trigger any obligation on the part of Duke Energy Ohio under paragraph 7(b). Likewise, a decision by the Supreme Court of Ohio affirming an order by the Commission which approves a stipulation in which another electric utility agrees to separation of any standard service offer costs from distribution rates shall not trigger any obligation on the part of Duke Energy Ohio under paragraph 7(b).

**c.** In a proceeding initiated under paragraph 7(b), the Company will provide with its application an estimate of the amount of PUCO and OCC assessments collected pursuant to R.C. 4905.10 and R.C. 4911.18 that is assignable

to its provision of the standard service offer and that are included in the revenue requirement of its then current base distribution rates.

d. Nothing in any of the above provisions in Paragraph 7 of this Stipulation shall be interpreted as precedent for any other proceeding or as an agreement by any Signatory Party as to the amount, types or categories of costs, if any, that should be separated from distribution rates. The Signatory Parties retain all rights to oppose such calculations and to oppose or support positions related to the separation of default service costs from base distribution rates at any court, the General Assembly, or the Commission.

#### **9. Miscellaneous Charges**

The Signatory Parties agree and recommend that the Company shall keep its Field Collection Charge at \$15.00 as recommended in the Staff Report. Consistent with the Staff Report, all other Miscellaneous Charges shall be adjusted as described in the Company's Application.

#### **10. Community Driven Investment Rider (Rider CDI)**

Duke Energy Ohio agrees to withdraw its proposal to implement Rider CDI. Nothing in this provision shall prevent Duke Energy Ohio from filing a future Community Driven Investment proposal in a subsequent proceeding.

#### **11. Development Incentive Rider (Rider DIR)**

The Signatory Parties agree and recommend that the Company's proposal to modify its Rider DIR shall be approved, as supported by the Staff Report.

#### **12. GoGreen Ohio (Rider GP)**

Duke Energy Ohio agrees to withdraw its proposal to amend its Rider GP. The Company and Signatory Parties reserve their rights to propose, intervene, and participate in any such future filings.

### **13. Rate TD-CPP and Rate TD**

The Signatory Parties agree and recommend that the Company's proposed Rate TD-CPP be approved, which notes the following changes as reflected in discovery in these proceedings:

**a.** The sentence "Rate TD-CPP is not available to customers served under the Company's temporary service rate or Company's electric vehicle (EV) managed charging pilots" shall be revised to "Rate TD-CPP is not available to customers served under the Company's temporary service rate or the Company's Advanced Meter Opt-out, Rider AMO."

**b.** The sentence "If the customer desires to cancel service under this tariff before completion of the initial term, the Company, at its option, may grant the request and may require the customer to repay savings accrued under Rate TD-CPP as compared to Rate RS, the Company's standard residential rate" shall be revised to "If the customer desires to cancel service under this tariff before completion of the initial term, the Company, at its option, may grant the request and rebill the customer on Rate RS for all months billed on Rate TD-CPP. The rebilling process will eliminate the bill impacts accrued under Rate TD-CPP as compared to Rate RS, the Company's standard residential rate."

**c.** The tariff will also be modified to ensure access for timely testing, repair, and/or replacement of the smart meter.

The Company commits to keeping Rate TD-CPP Rider RC and RE values equal to that of the Rider RC and RE values for Rate RS, such that the generation component of Rate TD-CPP will not be time-of-use. In addition, Rate TD tariff sheet, Sheet No. 33.19, is amended to clarify that Rate TD will remain available for customers only until Rate TD-CPP becomes available at which time Rate TD will be closed to new participation.

**14. Electric No. 19 Sheet No. 60.19 Rate SL – Street Lighting Service Regarding General Conditions.**

The Company agrees to withdraw its requested clarifying language changes regarding vegetation management to this tariff as well as similar changes to Rates OL, NSU, NSP, SE, UOLS, OL-E, and LED. These are sheet numbers 62.19, 63.19, 64.19, 66.19, 67.19, 68.5, and 69.2 respectively.

**15. Late Payment Charges**

The Signatory Parties agree and recommend that the Staff's recommendation to change Duke Energy Ohio's current late payment charging process will not be adopted and Duke Energy Ohio's current process shall remain.<sup>5</sup> The Company agrees to include in their residential tariffs a provision that states that "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." This provision will be added to the following tariffs: Rate RS, Rate RSLI, Rate RS3P, Rate ORH, Rate TD, and Rate TD-CPP.

**16. Miscellaneous Tariff Revisions**

The Signatory Parties agree that Duke Energy Ohio shall update the following tariffs to clarify its policies as follows:

**a. Electric No. 19 Sheet No. 25.8 Section Vi – Billing and Payment**

to clarify that the Company accepts payments by mail.

**b. Electric No. 19 Sheet No. 22.10 Section III – Customer Choice**

**Enrollment and Participation Guidelines** to clarify that MDM Certified Meter Indicator and MDM Meter Certification Date should be added to the Pre-enrollment End-use Customer Information List.

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<sup>5</sup> This provision may be examined again in a future case.

- c. **Electric No. 19 Sheet No. 30.18 Rate RS**—clarifying that separately metered structures on residential premises not used for commercial purposes be eligible for the residential rate.

**D. Energy Efficiency & Demand Side Management (EE/DSM)**

Beginning no later than 90 days after approval of this Stipulation by the Commission, without material modification, Duke Energy Ohio commits to work with Ohio Partners for Affordable Energy (OPAE) and interested Signatory Parties to be a partner to evaluate the potential for, and to effectively implement, future EE/DSM programs that specifically target low-income customers in Duke Energy Ohio's electric service territory.

Duke Energy Ohio also commits to add Citizens Utility Board of Ohio (CUB Ohio) and OPAE, to its long-standing Duke Energy Community Partnership (Energy Efficiency Collaborative). It will also convene a meeting of the EE Collaborative to work with CUB Ohio, OPAE, EE Collaborative members and other interested Signatory Parties, in analyzing ways to optimize the potential associated with utility EE/DSM program offerings and the associated potential energy savings within the Duke Energy Ohio service territory, including, if feasible, the development of potential utility-scale portfolio of programs for residential and other customer classes.

**E. Funding for Low Income Customers (At Risk Populations)**

Duke Energy Ohio's base rate test year annual revenue requirement to be approved as part of this Stipulation includes a continuation of existing funding for weatherization programs administered by People Working Cooperatively.<sup>6</sup> In the event PWC does not spend the full budgeted amount in one calendar year, the unspent balance shall roll over to be spent in the next calendar year.

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<sup>6</sup> See Opinion and Order, Case No. 17-32-EL-AIR *et al.* p. 52.



## **F. Net Metering**

Within thirty days of approval of this Stipulation without material modification, the Company will file a revised Sheet No. 48 Rider NM tariff through an ATA filing to address certain updates to Rule 4901:1-10-28 and to exclude concurrent participation in Rider AMO. In the filing, the Company will explain any rule requirements that it is still in the process of implementing due to required updates to its billing and other systems.

## **G. Tariff Clarification for Power Brokers**

Within 30 days of approval of the Stipulation without material modification, the Company will update its Supplier Tariff, PUCO No. 20, such that Power Brokers, as defined by O.A.C. 4901:1-24-01(S), shall be exempt from the following requirements as long as (1) they maintain valid certification as Power Brokers with the Commission; (2) exclusively provide Power Brokerage services, as defined by O.A.C. 4901:1-24-01(T); (3) do not engage in any other Competitive Retail Electric Service activities listed in O.A.C. 4901:1-24-01(H); (4) do not conduct any “[c]ustomer enrollment” or “[c]ustomer billing” within the meaning of those two terms in O.A.C. 4901:1-10-29(F) and (G), respectively; and (5) do not seek to use EDI transactions to transact with Duke Energy Ohio:

1. Section 5.1(f) and (i) (requiring execution of EDI Trading Partner Agreement and completion of EDI testing respectively); and

2. Sections 6.2 to 6.5, inclusive (requirements related to establishing and maintaining creditworthiness, including but not limited to collateral).

3. Additionally, the Supplier Tariff, PUCO No. 20, Section 6.1 will be updated to specify that power brokers meeting all of the exemption criteria described above will only be required to complete the following fields in the Credit Application:

- a. Section 1, Application/Contacts;

- b.** Section 2, Wiring (Bank Information);
- c.** Section 4, Bank Reference;
- d.** Section 5, Question I, Supplemental Data, PUCO Certification Number/ Expiration Date, Certification process;
- e.** Section 6, Representations;
- f.** Section 9, Certification, Authorization, and Signature;

**H. Collaborative for Supplier Consolidated Billing**

**1.** The Signatory Parties agree that within 60 days of approval of the Stipulation without material modification, Duke Energy Ohio and IGS shall file a joint motion for an order bifurcating the supplier consolidated billing issues in Case Nos. 19-1750-EL-RDR, 19-1751-GE-AAM, for consideration in a separate proceeding (New Docket). In the joint motion, Duke and IGS will request that the Commission take administrative notice of any testimony and comments on the supplier consolidated billing issue previously raised in Case Nos. 19-1750-EL-RDR and 19-1751-GE-AAM. In the joint motion, Duke Energy Ohio and IGS will further recommend that the Commission order that other interested parties seek to intervene in the New Docket by filing a motion for intervention not later than thirty days after the order sought in this paragraph is docketed by the Commission.

**2.** The Signatory Parties further agree that they will not raise or pursue any challenges pertaining to the issue of supplier-consolidated billing in Case Nos. 19-1750-EL-RDR and 19-1751-GE-AAM, if the Commission grants the orders described in the preceding paragraph and opens the New Docket. The Signatory Parties are not prohibited from raising or pursuing any challenges pertaining to supplier consolidated billing in the New Docket.

**3.** Within fourteen calendar days after the grant of the joint motion described in paragraph H(1), Duke Energy Ohio will file in the New Docket a notification of a date by which

it will convene an initial meeting to begin collecting the stakeholder input to prepare a report of recommendations of the parties concerning the implementation of supplier consolidated billing (Report), which meeting date shall not be later than 30 days after the filing of the notification. Further meetings shall be agreed to by the parties. The collaborative process shall include, at a minimum, discussions regarding, among other things:

- a.** The scope and structure of a potential supplier consolidated billing program;
- b.** Reasonable program parameters and participation limitations (on customers or suppliers, as applicable) based upon the following issues:
  - i.** The need to manage customers who shop for only gas or electric service, or both;
  - ii.** What happens when the customer has different commodity suppliers for gas and electric services;
  - iii.** What happens when the customer previously with the same supplier for both gas and electric either (a) reverts back to a standard service offer for only one of the commodities or (b) enrolls with a different supplier for only one of the commodities;
- c.** Necessary consumer protections;
- d.** Payment processing, including, but not limited to, purchase of utility receivables;
- e.** Responsibility for regulatory requirements;
- f.** An analysis of Duke Energy Ohio's cost estimates for the implementation of supplier consolidated billing that include:

i. The stand-alone costs of the necessary system changes to implement supplier consolidated billing (a) exclusively for electric-only customers, (b) exclusively for natural gas-only customers, and (c) for all Duke Energy Ohio customers, including combination electric and natural gas customers;

ii. The cost of implementing supplier consolidated billing for any customer;

iii. Technical feasibility and effort required for collections; and

iv. Tracking and reporting: metrics to be tracked and/or reported and party responsible for tracking and/or reporting (Duke Energy Ohio or suppliers). Possible metrics for discussion may include: a) the number of customer inquiries regarding supplier consolidated billing; b) data transmission/transaction errors occurring under supplier consolidated billing; c) the number of customers enrolling in supplier consolidated billing; and d) the number of customers returning to Duke Energy Ohio's billing or otherwise exiting supplier consolidated billing.

Not later than 275 days after the first collaborative meeting, Duke Energy Ohio shall prepare and file the Report in the New Docket, based upon the consensus of the collaborative regarding the structure of a supplier consolidated billing program, if any, that should be considered by the Commission.

4. Without limitation, the Report will provide an outline of the possible structure of supplier consolidated billing (*i.e.*, gas, electric, or gas and electric customers), a schedule for the implementation of supplier consolidated billing, an estimate of the cost of implementing supplier consolidated billing, a proposed assignment of cost responsibility for

system changes, and such other issues as the parties shall determine and shall include any dissenting opinions and recommendations.

**5.** The Signatory Parties agree that, after the Report is filed, the Commission should establish a procedural schedule that includes a reasonable opportunity for parties to the New Docket to submit and reply comments following the filing of the Report. Nothing in this section shall be interpreted as Duke Energy Ohio or any other Signatory Party supporting the provision or implementation of supplier consolidated billing and all Signatory Parties shall reserve all rights to due process and ability to participate in the collaborative process and to support or oppose the concept of supplier consolidated billing for Duke Energy Ohio's customers in the New Docket.

**I. City of Cincinnati**

**1. Streetlight Replacement Project**

Duke Energy Ohio and the City agree to develop a four-year plan to remove existing Duke Energy Ohio-owned non-LED street light fixtures within the City of Cincinnati and to replace them with LED fixtures, contingent on City funding availability. The City and Duke Energy Ohio shall coordinate on a plan with prioritization of replacements by locations. The first meeting to discuss this plan shall occur within 30 days of approval of this Stipulation without material modification. For those fixtures to be replaced on Duke Energy Ohio's distribution poles, the City shall have the option of:

- a.** Replacing those fixtures in accordance with the terms of Duke Energy Ohio's Rate LED.
- b.** Replacing those fixtures in accordance with the terms of Rate OL-E and UOLS.

c. Removing the fixtures altogether from Duke Energy Ohio's distribution poles and replacing the fixtures with City-owned, operated, and maintained LED lights on stand-alone poles to be owned by the City of Cincinnati. To the extent the City elects to use the self-owned, operated, and maintained alternative, the City agrees to coordinate with the Company regarding location of the placement of the City-owned poles and fixtures so all necessary clearances, including, but not limited to requirements under the National Electric Safety Code and Occupational Safety and Health Administration are met and so neither the lights nor the existing distribution system interfere with the safe and reliability operation and maintenance of the other.

Duke Energy Ohio and the City agree to cooperate as reasonably necessary to obtain federal and/or state grants to fund, in whole or in part, the purchase of the replacement LED lights. Subject to the structure and requirements of a federal and/or state grant, Duke Energy Ohio and the City of Cincinnati will cooperate and discuss implementation options under the three scenarios listed above recognizing safety and reliability limitations on Duke Energy Ohio's distribution infrastructure versus third-party owned stand-alone streetlight poles and fixtures, and recovery of all costs relevant to the replacement project, including, but not limited to, equipment and material costs, and Duke Energy Ohio's installation costs and ongoing maintenance costs.

## **2. Smart City Projects:**

The City and Duke Energy Ohio shall cooperate on developing a deployment plan to effectuate the City's desire to install Smart City technology on Duke Energy Ohio-owned streetlight poles within the City of Cincinnati. Duke Energy Ohio and the City shall work together

to evaluate the availability of smart technologies that are contained within LED lighting fixtures, which may be eligible for attachment to Company-owned poles under Rate LED or OL-E. Any stand-alone, non LED-based technologies shall only be eligible for attachment to Duke Energy Ohio stand-alone street light poles. The non-LED based Smart City Technology shall be owned, operated and maintained by the City and shall be installed at the City's cost. Duke Energy Ohio will permit the City to attach mutually agreed upon Smart City technology to any Company-owned stand-alone streetlight pole provided that the pole is capable of handling the technology in accordance with Duke Energy Ohio's tariffs and processes. The City shall be responsible for any engineering study or analysis necessary to determine the feasibility of the Smart City Technology to be attached to the Company's stand-alone streetlight pole and for any energy necessary to power the devices, which shall be charged in accordance with the applicable tariffed rate (e.g. Rate GS-FL for small, fixed load, DS for metered load, etc.). For safety reasons, City owned and maintained streetlights and smart-city devices shall not be eligible for attachment to Duke Energy Ohio's distribution poles. The City and Duke Energy Ohio agree to continue to abide by the existing pole attachment contract executed as part of the settlement of Case No. 08-709-EL-AIR until terminated by either party in accordance with the terms thereof.

### **3. Electric Service to the City's Water Treatment Plants**

Duke Energy Ohio and the City agree to continue their discussions related to improving reliability of electric service at the City's water treatment plants. These discussions will include at least one meeting with director-level personnel to be held no later than thirty days after the date Duke Energy Ohio and the City execute this Stipulation. Duke Energy Ohio agrees that immediate communication between the City and Duke Energy Ohio during emergencies is essential to support the City's provision of water service to the City's residents and businesses and, thus, Duke Energy Ohio agrees to maintain its emergency contact number for Duke Energy Ohio's transmission

control center to be used when the account manager assigned to the City is unavailable. Duke Energy Ohio also agrees to ongoing communication with Greater Cincinnati Water Works (GCWW) on planned capital and maintenance activities that affect transmission level feeds at Richard Miller Treatment Plant (RMTP), including using best efforts to provide advanced written notification of at least six months in advance of any planned transmission level outages at RMTP. This notification requirement shall exclude any outages planned for 2022.

#### **4. Asset Relocation**

Duke Energy Ohio and the City agree to negotiate a formal framework for utility relocation coordination on large City projects, with such framework to identify the mutual commitments of the parties. Duke Energy Ohio and the City will make reasonable efforts to agree to a formal framework within six months of the date this Stipulation is approved by the Commission. Duke Energy Ohio and the City will have the first meeting to discuss the formal framework no later than thirty days after the date Duke Energy Ohio and the City execute this Stipulation. The City will identify an employee as the primary contact to initiate this process within five days of the execution of this Stipulation.

#### **5. Franchise Fee/Funding for At Risk Populations**

Duke Energy Ohio and the City agree that in the interest of avoiding variability in the annual franchise fee amounts paid to the City, the annual total franchise fee paid to the City shall equal the amount included in the test year in these proceedings with such fee paid in quarterly installments starting with the quarter during which the Commission approves the Stipulation without material modification and continuing until new base rates are established in a subsequent proceeding. The City agrees that it will commit to use at least \$350,000 of the franchise fee annually to provide weatherization/energy efficiency improvements and utility bill assistance to qualifying Duke Energy Ohio customers through the City's Warmup Cincy program, with at least



\$50,000 of that amount dedicated annually to bill assistance. The City will determine in its discretion the operational requirements and customer qualifications for Warmup Cincy that the City believes will best serve City residents. The City shall provide accounting information to Duke Energy Ohio and to the Commission Staff at least annually and upon request, regarding the spending of the funds for the Warmup Cincy program (including bill assistance). To ensure program dollars are being spent annually, the City agrees that if the Warmup Cincy program balance of unspent or unencumbered funds exceeds \$600,000 at any time, Duke Energy Ohio and City commit to work together to deploy those funds as expeditiously as possible, including, but not limited to identifying additional and existing low-income programs for the City to spend future Warm up Cincy funding until the unspent fund balance falls below \$300,000.

#### **IV. Procedural Matters**

**A.** The Stipulation addresses a variety of complex issues that, absent this agreement, would have been resolved through several complex, protracted, and expensive litigated proceedings. The Stipulation contains the entire agreement among the Signatory Parties and reflects a complete settlement of all proposals, issues, comments, and objections in these proceedings. The Signatory Parties will support this Stipulation, if it is contested, and no Signatory Party shall oppose an application for rehearing designed to defend the terms of the original unmodified Stipulation. The Signatory Parties agree that this Stipulation advances the public interest and urge the Commission to adopt it.

**B.** Except for purposes of enforcing the Stipulation or establishing that its terms and conditions are lawful, neither the Stipulation nor the information and data contained therein or attached hereto shall be cited as precedent in any proceeding for or against a Signatory Party, if the Commission approves this Stipulation. The Stipulation is submitted for the purpose of resolving only the proceedings identified herein and does not reflect the position that any

individual Signatory Party may take as to any individual provision of the Stipulation, standing alone. Rather, the Stipulation reflects an overall outcome that reflects a compromise and balancing of competing interests and does not reflect the position that any one of the Signatory Parties would have taken on any individual issue. As such, acceptance of any provision within this Stipulation shall not be cited by any party or the Commission in any forum to state or imply that any Signatory Party agrees with any specific provision of the settlement.

C. This Stipulation is expressly conditioned upon its adoption by the Commission in its entirety and without material modification. If the Commission rejects or materially modifies all or any part of this Stipulation, any Signatory Parties shall have the right, within thirty days of issuance of the Commission's Order, to file an application for rehearing. The Signatory Parties agree that they will not oppose or argue against any other Signatory Party's application for rehearing that seeks to uphold the original unmodified Stipulation. If the Commission does not adopt the Stipulation without material modification upon any rehearing ruling, then within thirty days of such Commission rehearing ruling any Signatory Party may terminate its Signatory Party status and withdraw from the Stipulation by filing a notice with the Commission. No Signatory Party shall file a Notice of Withdrawal without first negotiating in good faith with the other Signatory Parties to achieve an outcome that substantially satisfies the intent of the Stipulation. If a new agreement achieves such an outcome, the Signatory Parties will file the new agreement for Commission review and approval. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are unsuccessful, and a Signatory Party files a Notice of Withdrawal, then the Commission will convene an evidentiary hearing to afford that Signatory Party the opportunity to contest the Stipulation by presenting evidence through witnesses, to cross-examine witnesses, to present rebuttal testimony, and to brief all issues that the Commission shall decide based upon the record and briefs. If the discussions to achieve

an outcome that substantially satisfies the intent of the Stipulation are successful, then some or all of the Signatory Parties shall submit the amended Stipulation to the Commission for approval after a hearing if necessary.

**D.** Unless a Signatory Party exercises its right to withdraw from the Stipulation and terminate its status as a Signatory Party, each Signatory Party agrees to and will support and/or not oppose the reasonableness of the Stipulation before the Commission, and to cause its counsel to do the same, and in any appeal from the Commission's adoption or enforcement of the Stipulation in which it participates.

**E.** The Signatory Parties agree that the settlement and resulting Stipulation are a product of serious bargaining among capable, knowledgeable parties. This Stipulation is the product of an open process in which all parties were represented by able counsel and technical experts. The Stipulation represents a comprehensive compromise of issues raised by parties with diverse interests. The Signatory Parties believe that the Stipulation that they are recommending for Commission adoption presents a fair and reasonable result. The Signatory Parties acknowledge that the costs approved herein result from settlement discussions and do not reflect any agreement with individual objections raised by the parties or the Staff Report.

**F.** Duke Energy Ohio offers its testimony and exhibits filed in these proceedings as further evidentiary support for this Stipulation, which testimony shall not be subject to cross examination by the Signatory and Non-Opposing Parties. Duke Energy Ohio will file supplemental testimony in support of this Stipulation. Nothing herein prohibits any Signatory Party or Non-Opposing Party from filing testimony or submitting evidence in support of the Stipulation.

**G.** The Signatory Parties agree that the settlement, as a package, benefits Duke Energy Ohio's customers and is in the public interest. The Signatory Parties agree that the settlement package does not violate any important regulatory principle or practice.

**IN WITNESS THEREOF**, the undersigned Signatory Parties agree to this Stipulation as of this 16<sup>th</sup> day of September, 2022. The undersigned Signatory Parties respectfully request the Commission to issue its Opinion and Order approving and adopting this Stipulation.

On Behalf of Staff of the Public Utilities Commission of Ohio

By: /s/ Robert A. Eubanks (per email authorization 9/16/2022)  
Robert A. Eubanks, Senior Assistant Attorney General, its Attorney

John H. Jones  
Section Chief  
Robert Eubanks  
Werner Margard  
Assistant Attorneys General  
30 E. Broad Street 16<sup>th</sup> Floor  
Columbus, Ohio 43215

On Behalf of Duke Energy Ohio, Inc.

By: /s/ Rocco O. D'Ascenzo  
Rocco O. D'Ascenzo, Deputy General Counsel, its Attorney

Rocco O. D'Ascenzo  
Jeanne W. Kingery  
Larisa Vaysman  
Elyse Akhbari  
Duke Energy Business Services LLC  
139 E. Fourth Street, 1303 Main  
Cincinnati, Ohio 45202

On Behalf of Ohio Partners for Affordable Energy

By: /s/ Robert Dove (per email authorization 9/16/2022)  
Robert Dove, its Attorney

Robert Dove  
Kegler Brown Hill +Ritter Co., L.P.A.  
65 E. State St., Ste 1800  
Columbus, OH 43215-4295

On Behalf of Ohio Energy Group

By: /s/ Jody Kyler Cohn (per email authorization 9/16/2022)  
Jody Kyler Kohn, its Attorney\_

Michael L. Kurtz  
Kurt J. Boehm  
Jody Kyler Cohn  
Boehm, Kurtz & Lowery  
36 East Seventh Street, Suite 1510  
Cincinnati, Ohio 45202

By: /s/ James F. Lang (per email authorization 9/16/2022)  
James F. Lang, its Attorney

James F. Lang  
(Counsel of Record)  
Gretchen L. Whaling  
Calfee, Halter & Griswold LLP  
1405 East Sixth Street  
Cleveland, Ohio 44114

On Behalf of People Working Cooperatively, Inc.

By: /s/ Christine M. T. Pirik (per email authorization 9/16/2022)  
Christine M. T. Pirik, Of Counsel, its Attorney

Christine M.T. Pirik  
(Counsel of Record)  
Terrence O'Donnell  
Matthew C. McDonnell  
Dickinson Wright PLLC  
180 East Broad Street, Suite 3400  
Columbus Ohio, 43215

On Behalf of Retail Energy Supply Association

By: /s/ Frank P. Darr (per email authorization 9/16/2022)  
Frank P. Darr, its Attorney

Frank P. Darr  
6800 Linbrook Blvd.  
Columbus, Ohio 43235

On Behalf of Wal-Mart Stores East, LP and Sam's East, INC.

By: /s/ Carrie H. Grundmann (per email authorization 9/16/2022)  
Carrie H. Grundmann, its Attorney

Carrie H. Grundmann  
Spilman, Thomas & Battle, PLLC  
110 Oakwood Drive, Suite 500  
Winston-Salem, North Carolina 27103

On Behalf of Interstate Gas Supply Inc.

By: /s/ Stacie Cathcart (per email authorization 9/16/2022)  
Stacie Cathcart, its Attorney

Michael Nugent  
(Counsel of Record)  
Evan Betterton  
IGS Energy  
6100 Emerald Parkway  
Dublin, Ohio 43016

On Behalf of One Energy Enterprises Inc.

By: /s/ Matthew W. Warnock (per email authorization 9/16/2022)  
Michael W. Warnock, its Attorney

Matthew W. Warnock  
(Counsel of Record)  
Bricker & Eckler LLP  
100 South Third Street  
Columbus, Ohio 43215

On Behalf of Nationwide Energy Partners, LLC

By: /s/ Drew B. Romig (per email authorization 9/16/2022)  
Drew B. Romig, Associate General Counsel, its Attorney

Drew B. Romig  
230 West Street, Suite 150  
Columbus, Ohio 43215

On Behalf of Citizens Utility Bord of Ohio

By: /s/ Trent A. Dougherty (per email authorization 9/16/2022

Trent A. Dougherty, Partner, its Attorney

Trent Dougherty

(Counsel of Record)

Hubay|Dougherty

1391 Grandview Ave. #12460

Columbus, Ohio 43212

**IN WITNESS THEREOF**, the undersigned Non-Opposing Parties agree not to challenge this Stipulation and Recommendation as of this 16<sup>th</sup> day of September, 2022.

On Behalf of the Kroger Co.

By: /s/ Angela Paul Whitfield (per email authorization 9/16/2022)  
Angela Paul Whitfield, its Attorney

\_\_\_\_\_  
Angela Paul Whitfield  
Carpenter Lipps & Leland LLP  
280 North High Street, #1300  
Columbus, Ohio 43215

On Behalf of the Ohio Manufacturers' Association Energy Group

By: /s/ Kimberly W. Bojko (per email authorization 9/16/2022)  
Kimberly W. Bojko, its Attorney

\_\_\_\_\_  
Kim Bojko  
Carpenter Lipps & Leland LLP  
280 North High Street, #1300  
Columbus, Ohio 43215

On Behalf of ChargePoint, Inc.

By: /s/ Dylan F. Borchers (per email authorization 9/16/2022)  
Dylan F. Borchers, its Attorney

Dylan F. Borchers  
Devin D. Parram  
Karia A. Ruffin  
BRICKER & ECKLER LLP  
100 South Third Street  
Columbus, OH 43215-4291



DUKE ENERGY OHIO, INC.  
CASE NO. 21-887-EL-AIR  
OVERALL FINANCIAL SUMMARY  
FOR THE TWELVE MONTHS ENDED MARCH 31, 2022

SCHEDULE A-1  
PAGE 1 OF 1

WORK PAPER REFERENCE NO(S): SEE BELOW

LINE NO.	DESCRIPTION	SUPPORTING SCHEDULE REFERENCE	STIPULATED AMOUNT
1	Rate Base	B-1	2,037,893,434
2	Current Operating Income	C-1	122,213,491
3	Earned Rate of Return (Line 2 / Line 1)		6.00%
4	Requested Rate of Return	D-1A	6.86%
5	Required Operating Income (Line 1 x Line 4)		139,758,732
6	Operating Income Deficiency (Line 5 - Line 2)		17,545,241
7	Gross Revenue Conversion Factor	A-2	1.2877642
8	Revenue Deficiency (Line 6 x Line 7)		22,594,133
9	Revenue Increase Requested	E-4	22,594,133
10	Adjusted Operating Revenues	C-1	555,522,154
11	Revenue Requirements (Line 9 + Line 10)		578,116,287

DUKE ENERGY OHIO, INC.  
CASE NO. 21-887-EL-AIR  
JURISDICTIONAL RATE BASE SUMMARY  
AS OF JUNE 30, 2021

SCHEDULE B-1  
PAGE 1 OF 1

WORK PAPER REFERENCE NO(S): SEE BELOW

LINE NO.	RATE BASE COMPONENT	SUPPORTING SCHEDULE REFERENCE	STIPULATED AMOUNT
1	Plant In Service		
2	Distribution	B-2	\$ 3,104,918,512
3	General	B-2	447,237,242
4	Common	B-2	218,907,068
5	Total Plant In Service		<u>3,771,062,822</u>
6	Reserve for Accumulated Depreciation		
7	Distribution	B-3	(695,456,813)
8	General	B-3	(177,473,947)
9	Common	B-3	(92,173,977)
10	Total Reserve for Accumulated Depreciation		<u>(965,104,737)</u>
11	Net Plant In Service (Line 5 + Line 10)		2,805,958,085
12	Construction Work in Progress	B-4	0
13	Cash Working Capital Allowance	B-5	0
14	Material and Supplies	B-5	0
15	Other Items:		
16	Contributions in Aid of Construction (a)	B-6	0
17	Customer Service Deposits	B-6	(13,932,491)
18	Postretirement Benefits	B-6	10,225,439
19	Investment Tax Credits	B-6	0
20	Excess Deferred Income Taxes	B-6	(195,368,779)
21	Deferred Income Taxes	B-6	(591,529,002)
22	Other Rate Base Adjustments	B-6	<u>22,540,182</u>
23	Rate Base (Line 11 through Line 22)		<u><u>\$ 2,037,893,434</u></u>

(a) Contributions in aid of construction are already  
netted against gross plant per FPC Order No. 490.

Duke Energy Ohio  
Stipulation Billing Determinants - Case No. 21-887-EL-AIR  
Stipulation Attachment 3

Page 1 of 7

Line No.	Rate	Billing Determinant	Company Test Year Actual Weather Normal
1	RS		
2		Bills	
3		Summer	2,603,042
4		Winter	5,238,608
5		kWh	
6		Summer	2,721,963,152
7		Winter	4,645,385,615
8	ORH		
9		Bills	
10		Summer	767
11		Winter	1,564
12		kWh	
13		Summer	1,615,651
14		Winter 1st 1000	1,515,249
15		Winter Additional	1,947,772
16		Winter > 150 * kW	1,098,099
17	TD		
18		Bills	
19		Summer	59
20		Winter	118
21		kWh	
22		Summer On Peak	25,663
23		Summer Off Peak	63,860
24		Winter On Peak	52,889
25		Winter Off Peak	109,647
26	CUR		
27		Bills	
28		Summer	58,117
29		Winter	117,183
30		kWh	
31		Summer	26,041,915
32		Winter	60,036,791
33	RS3P		
34		Bills	
35		Summer	866
36		Winter	1,694
37		kWh	
38		Summer	3,281,689
39		Winter	6,565,968
40	RSLI		
41		Bills	
42		Summer	14,336
43		Winter	28,058
44		kWh	
45		Summer	12,144,382
46		Winter	21,673,378
47	DS		
48		Bills 1 Phase	40,453
49		Bills 1 Phase LM	9,522
50		Bills 3 Phase	161,618
51		Bills 3 Phase LM	4,625
52		kW	17,761,686
53	DS-RTP		
54		Bills	11
55		kWh	90,806
56	GSFL		
57		Bills - Minimum	4,399
58		kWh - 540 to 720 Hours	29,591,208
59		kWh - < 540 Hours	63,642
60			

Duke Energy Ohio  
Stipulation Billing Determinants - Case No. 21-887-EL-AIR  
Stipulation Attachment 3

Page 2 of 7

Line No.	Rate	Billing Determinant	Company Test Year Weather Normal
1	EH		
2		Bills 1 Phase	1,691
3		Bills 3 Phase	2,307
4		Bills Primary	-
5		kWh	62,269,604
6	DM		
7		Bills Summer 1 Phase	122,033
8		Bills Summer 3 Phase	58,630
9		Bills Winter 1 Phase	242,684
10		Bills Winter 3 Phase	116,871
11		kWh	
12		Summer 1st 2800	182,144,400
13		Summer Additional	62,689,590
14		Winter 1st 2800	327,571,928
15		Winter Additional	92,219,337
16	DP		
17		Bills Primary	3,048
18		Bills Primary LM	529
19		kW	4,469,943
20	DP-RTP		
21		Bills	12
22		kWh	5,584,094
	SFL-		
23	ADPL		
24		Bills	12
25		kWh	62,400
26	TS		
27		Bills	388
28		Bills LM	249
29		kVA	6,304,253
30	TS-RTP		
31		Bills	12
32		kWh	11,465,564

Duke Energy Ohio  
Stipulation Billing Determinants - Case No. 21-887-EL-AIR  
Stipulation Attachment 3

Page 3 of 7

Line No.	Rate	Description	Number of Units Billed
1	SL		
2		<u>OVERHEAD DISTRIBUTION:</u>	
3		<u>MERCURY VAPOR--STD UNIT (COBRA):</u>	
4		7,000 LUMEN	150,576
5		7,000 LUMEN (OPEN REFRACTOR)	108
6		7,000 LUMEN (4)	120
7		7,000 LUMEN (5)	1,920
8		7,000 LUMEN (6)	168
9		7,000 LUMEN (11)	12
10		7,000 LUMEN (15)	-
11		10,000 LUMEN	16,536
12		10,000 LUMEN (5)	132
13		21,000 LUMEN	30,862
14		21,000 LUMEN (5)	360
15		21,000 LUMEN (6)	60
16		21,000 LUMEN (17)	-
17		<u>METAL HALIDE--STD UNIT (COBRA):</u>	
18		14,000 LUMEN	336
19		14,000 LUMEN (6)	24
20		14,000 LUMEN (7)	12
21		14,000 LUMEN (9)	-
22		20,500 LUMEN	264
23		20,500 LUMEN (4)	24
24		20,500 LUMEN (10)	12
25		20,500 LUMEN (5)	12
26		<u>SODIUM VAPOR--STD UNIT (COBRA):</u>	
27		9,500 LUMEN	39,480
28		9,500 LUMEN (OPEN REFRACTOR)	120
29		9,500 LUMEN (OPEN REFRACTOR)(5)	-
30		9,500 LUMEN (4)	192
31		9,500 LUMEN (5)	2,088
32		9,500 LUMEN (6)	360
33		9,500 LUMEN (7)	12
34		9,500 LUMEN (10)	12
35		9,500 LUMEN (17)	24
36		9,500 LUMEN (11)	12
37		16,000 LUMEN	552
38		16,000 LUMEN (4)	12
39		16,000 LUMEN (5)	12
40		22,000 LUMEN	13,560
41		22,000 LUMEN (4)	36
42		22,000 LUMEN (5)	912
43		22,000 LUMEN (6)	108
44		22,000 LUMEN (17)	72
45		22,000 LUMEN (9)	24
46		27,500 LUMEN	264
47		27,500 LUMEN (5)	12
48		27,500 LUMEN (6)	36
49		27,500 LUMEN (14)	24
50		50,000 LUMEN	20,425
51		50,000 LUMEN (5)	456
52		50,000 LUMEN (6)	1,272
53		50,000 LUMEN (9)	-
54		<u>SODIUM VAPOR--DECORATIVE</u>	
55		9,500 LUMEN (RECTILINEAR)	96
56		9,500 LUMEN (RECTILINEAR)(5)	24
57		9,500 LUMEN (RECTILINEAR)(11)	60
58		22,000 LUMEN (RECTILINEAR)	852
59		22,000 LUMEN (RECTILINEAR)(5)	204
60		50,000 LUMEN (RECTILINEAR)	612
61		50,000 LUMEN (RECTILINEAR)(5)	36
62		50,000 LUMEN (RECTILINEAR)(6)	60
63		50,000 LUMEN (SETBACK)	924
64		50,000 LUMEN (SETBACK)(6)	60

Duke Energy Ohio  
Stipulation Billing Determinants - Case No. 21-887-EL-AIR  
Stipulation Attachment 3

Page 4 of 7

Line No.	Rate	Description	Number of Units Billed
1	SL (Cont.)		
2		<u>UNDERGROUND DISTRIBUTION:</u>	
3		<u>MERCURY VAPOR--STD UNIT (COBRA):</u>	
4		7,000 LUMEN	24
5		7,000 LUMEN (4)	132
6		7,000 LUMEN (8)	3,384
7		7,000 LUMEN (11)	108
8		7,000 LUMEN (13)	24
9		7,000 LUMEN (OPEN REFRACTOR)	12
10		10,000 LUMEN	-
11		10,000 LUMEN (4)	96
12		10,000 LUMEN (8)	804
13		10,000 LUMEN (13)	120
14		21,000 LUMEN	36
15		21,000 LUMEN (5)	84
16		21,000 LUMEN (9)	48
17		21,000 LUMEN (13)	2,280
18		<u>SODIUM VAPOR--STD UNIT (COBRA):</u>	
19		9,500 LUMEN	96
20		9,500 LUMEN (4)	588
21		9,500 LUMEN (5)	24
22		9,500 LUMEN (6)	48
23		9,500 LUMEN (8)	2,196
24		9,500 LUMEN (9)	216
25		9,500 LUMEN (10)	132
26		22,000 LUMEN	180
27		22,000 LUMEN (8)	1,308
28		22,000 LUMEN (9)	636
29		22,000 LUMEN (5)	60
30		22,000 LUMEN (6)	-
31		22,000 LUMEN (15)	60
32		22,000 LUMEN (16)	108
33		27,500 LUMEN	-
34		27,500 LUMEN (8)	228
35		50,000 LUMEN	96
36		50,000 LUMEN (5)	12
37		50,000 LUMEN (6)	432
38		50,000 LUMEN (8)	240
39		50,000 LUMEN (9)	1,332
40		50,000 LUMEN (11)	60
41		50,000 LUMEN (13)	156
42		50,000 LUMEN (14)	96
43		<u>MERCURY VAPOR--DECORATIVE</u>	
44		7,000 LUMEN TOWN & COUNTRY	336
45		7,000 LUMEN TOWN & COUNTRY (3)	420
46		7,000 LUMEN TOWN & COUNTRY (7)	288
47		7,000 LUMEN TOWN & COUNTRY (10)	32,112
48		7,000 LUMEN HOLOPHANE	36
49		7,000 LUMEN HOLOPHANE (7)	480
50		7,000 LUMEN HOLOPHANE (10)	9,768
51		7,000 LUMEN GAS REPLICA	-
52		7,000 LUMEN GAS REPLICA (7)	9,336
53		7,000 LUMEN GAS REPLICA (10)	408
54		7,000 LUMEN ASPEN	-
55		7,000 LUMEN ASPEN (7)	4,380
56		7,000 LUMEN ASPEN (10)	1,140
57		<u>METAL HALIDE</u>	
58		14,000 LUMEN GRANVILLE ACORN	-
59		14,000 LUMEN GRANVILLE ACORN (7)	2,736
60		14,000 LUMEN GRANVILLE ACORN (10)	156
61		14,000 LUMEN TOWN & COUNTRY	-
62		14,000 LUMEN TOWN & COUNTRY (7)	672
63		14,000 LUMEN TOWN & COUNTRY (10)	4,992
64		14,500 LUMEN GAS REPLICA	-
65		14,500 LUMEN GAS REPLICA (10)	1,212
66		14,500 LUMEN GAS REPLICA (7)	3,540

Duke Energy Ohio  
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Line No.	Rate	Description	Number of Units Billed
1	SL (Cont.)		
2		<u>UNDERGROUND DISTRIBUTION (CONT'D.):</u>	
3		<u>SODIUM VAPOR--DECORATIVE</u>	
4		9,500 LUMEN TOWN & COUNTRY	72
5		9,500 LUMEN TOWN & COUNTRY (7)	240
6		9,500 LUMEN TOWN & COUNTRY (10)	19,188
7		9,500 LUMEN HOLOPHANE	24
8		9,500 LUMEN HOLOPHANE (7)	180
9		9,500 LUMEN HOLOPHANE (10)	5,808
10		9,500 LUMEN RECTILINEAR	-
11		9,500 LUMEN RECTILINEAR (5)	12
12		9,500 LUMEN RECTILINEAR (8)	-
13		9,500 LUMEN RECTILINEAR (11)	228
14		9,500 LUMEN RECTILINEAR (15)	1,152
15		9,500 LUMEN GAS REPLICA	-
16		9,500 LUMEN GAS REPLICA (7)	29,436
17		9,500 LUMEN GAS REPLICA (9)	180
18		9,500 LUMEN GAS REPLICA (10)	4,224
19		9,500 LUMEN ASPEN	-
20		9,500 LUMEN ASPEN (7)	3,180
21		9,500 LUMEN ASPEN (10)	600
22		16,000 LUMEN ASPEN	-
23		16,000 LUMEN ASPEN (7)	12
24		22,000 LUMEN (RECTILINEAR)	264
25		22,000 LUMEN (RECTILINEAR)(11)	576
26		22,000 LUMEN (RECTILINEAR)(15)	240
27		50,000 LUMEN (RECTILINEAR)	156
28		50,000 LUMEN (RECTILINEAR)(8)	96
29		50,000 LUMEN RECTILINEAR (9)	420
30		50,000 LUMEN (RECTILINEAR)(11)	156
31		50,000 LUMEN (RECTILINEAR)(12)	120
32		50,000 LUMEN (SETBACK)	-
33		50,000 LUMEN (SETBACK)(6)	-
34			
35		ADD'L FACILITIES CHARGE:	
36		OVERHEAD	4,704
37		UNDERGROUND	49,092
38			
39		(3) WITH 17' WOOD LAMINATED POLE. (8) WITH 28' ALUM POLE. (13) WITH 27'-11 GUAGE STEEL POLE.	
40		(4) WITH 30' WOOD POLE. (9) WITH 30' ALUM POLE. (14) WITH 27'-3 GUAGE STEEL POLE.	
41		(5) WITH 35' WOOD POLE. (10) WITH 17' FIBERGLASS POLE. (15) WITH 30' FIBERGLASS POLE.	
42		(6) WITH 40' WOOD POLE. (11) WITH 35' FIBERGLASS POLE. (16) WITH 35' CONCRETE POLE.	
43		(7) WITH 12' ALUM POLE. (12) WITH 40' FIBERGLASS POLE. (17) WITH 45' WOOD POLE.	
44			
45	TL		KWH
46		(A) WHERE COMPANY SUPPLIES	
47		ENERGY ONLY:	12,948,173
48			
49	OL		Number of Units Billed
50		PRIVATE OUTDOOR LIGHTING:	
51		MERCURY VAPOR--STD UNIT (COBRA)	
52		7,000 LUMEN (OPEN REFRACTOR)	25,057
53		7,000 LUMEN	7,198
54		10,000 LUMEN	4,984
55		21,000 LUMEN	9,332
56		METAL HALIDE	
57		14,000 LUMEN	348
58		20,500 LUMEN	204
59		36,000 LUMEN	164

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Line No.	Rate	Description	Number of Units Billed
1		OL (Cont.)	
2		SODIUM VAPOR--STD UNIT (COBRA)	
3		9,500 LUMEN (OPEN REFRACTOR)	30,966
4		9,500 LUMEN	7,973
5		16,000 LUMEN	2,036
6		22,000 LUMEN	10,583
7		27,500 LUMEN	192
8		27,500 LUMEN (ENCL)	12
9		50,000 LUMEN	1,147
10		50,000 LUMEN (ENCL)	11,550
11		MERCURY VAPOR--DECORATIVE	
12		7,000 LUMEN (TOWN & COUNTRY)	1,104
13		7,000 LUMEN (ASPEN)	240
14		SODIUM VAPOR--DECORATIVE	
15		9,500 LUMEN (TOWN & COUNTRY)	410
16		9,500 LUMEN (HOLOPHANE)	-
17		9,500 LUMEN (GAS LIGHT REPLICA)	36
18		22,000 LUMEN (RECTILINEAR)	48
19		FLOOD LIGHTING :	
20		MERCURY VAPOR	
21		21,000 LUMEN	5,118
22		METAL HALIDE	
23		20,500 LUMEN	445
24		36,000 LUMEN	1,203
25		SODIUM VAPOR	
26		9,500 LUMEN	914
27		22,000 LUMEN	9,321
28		30,000 LUMEN	688
29		50,000 LUMEN	37,966
30			
31		NSU	
32		COMPANY OWNED:	
33		STEEL BOULEVARD UNDGRD:	
34		W 15' STEEL POLE:	
35		1,000 LUMEN INCANDESCENT	12
36		4,000 LUMEN INCANDESCENT	-
37		6,000 LUMEN INCANDESCENT	96
38			
39		STEEL BOULEVARD UNDGRD	
40		W 30' STEEL POLE:	
41		50,000 LUMEN SODIUM VAPOR	-
42			
43		<u>OVERHEAD DISTRIBUTION</u>	
44		2,500 LUMEN INCANDESCENT	2,052
45		6,000 LUMEN INCANDESCENT	228
46		2,500 LUMEN MERCURY VAPOR	15,708
47			
48		CUSTOMER OWNED:	
49		STEEL POLE OH/UG LIMITED MAINT:	
50		21,000 LUMEN MERCURY VAPOR	480
51		21,000 LUMEN MERCURY VAPOR	
52		W 30' POLE	204
53			
54		NSP	
55		PRIVATE OUTDOOR LIGHT UNITS:	
56		9,500 LUMEN SODIUM VAPOR	
57		TOWN & COUNTRY	3,552
58		2,500 LUMEN MERCURY VAPOR	
59		OPEN REFRACTOR	9,104
60		2,500 LUMEN MERCURY VAPOR	
61		ENCLOSED REFRACTOR	2,182
62			
63		UNDERGROUND STREET LIGHTING	
64		MERCURY VAPOR	
65		7,000 LUMEN W/ 17' FIBERGLASS POLE	4,920
66		7,000 LUMEN W/ 30' WOOD POLE	1,476



Duke Energy Ohio  
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Line No.	Rate	Description	Number of Units Billed
1		NSP (Cont.)	
2		MERCURY VAPOR FLOOD LIGHTING	
3		52,000 LUMEN W/ 35' WOOD POLE	408
4			
5		SC	
6		MERCURY VAPOR--STD UNIT (COBRA)	
7		21,000 LUMEN	564
8		SODIUM VAPOR--STD UNIT (COBRA)	
9		9,500 LUMEN	72
10		9,500 LUMEN (4)	-
11		9,500 LUMEN (5)	-
12		9,500 LUMEN (6)	-
13		9,500 LUMEN (8)	-
14		16,000 LUMEN	-
15		16,000 LUMEN (5)	-
16		22,000 LUMEN	264
17		22,000 LUMEN (5)	-
18		27,500 LUMEN	24
19		50,000 LUMEN	1,212
20		50,000 LUMEN (8)	24
21		50,000 LUMEN (7)	-
22		SODIUM VAPOR--DECORATIVE	
23		16,000 LUMEN (HADCO)	948
24		22,000 LUMEN (RECTILINEAR)	48
25		50,000 LUMEN (RECTILINEAR)	-
26		50,000 LUMEN (RECTILINEAR)(6)	-
27			
28		SE	
29		MERCURY VAPOR	
30		7,000 LUMEN (TOWN & COUNTRY)	19,404
31		7,000 LUMEN (HOLOPHANE)	2,196
32		7,000 LUMEN (GAS REPLICA)	3,516
33		7,000 LUMEN (ASPEN)	2,460
34		SODIUM VAPOR	
35		9,500 LUMEN (TOWN & COUNTRY)	20,222
36		9,500 LUMEN (HOLOPHANE)	1,956
37		9,500 LUMEN (RECTILINEAR)	72
38		9,500 LUMEN (GAS REPLICA)	6,816
39		9,500 LUMEN (ASPEN)	3,888
40		22,000 LUMEN (RECTILINEAR)	2,089
41		50,000 LUMEN (RECTILINEAR)	1,188
42		METAL HALIDE	
43		<u>14,000 LUMEN (TOWN &amp; COUNTRY)</u>	6,984
44		14,000 LUMEN (GRANVILLE)	2,508
45		14,400 (RECTANGULAR CUTOFF)	216
46		14,500 LUMEN (GAS REPLICA)	1,908
47		36,000 LUMEN (LOW PROFILE)	276
48			
49		UOLS	
50		KWH SALES	22,160,788
51			
52		LED	Number of Units Billed
53		FIXTURES	
54		50W Roadway	1,092
55		70W Roadway	2,688
56		110W Roadway	252
57		150W Roadway	240
58		220W Roadway	12
59		280W Roadway	24
60		POLES	
61		Style A - 12 Ft - Top Tenon - Anchor Base	348
62		Style A - 17 Ft - Top Tenon - Anchor Base	120
63			
64		ALL OTHER ITEMS	-
65			
66			

Duke Energy Ohio  
Stipulation Base Distribution Revenues Applicable for Distribution Decoupling Rider - Case No. 21-887-EL-AIR  
Stipulation Attachment 4

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Rate	Description	Base Distribution Revenue	Customer Bills	Base Distribution Revenue Per Customer Bill
1 RS	Residential Service	\$ 359,984,498	8,016,950 \$	44.90
	Optional Residential Service with Electric Space			
2 ORH	Heating	\$ 200,669	2,331 \$	86.09
3 TD	Optional Residential Service - Time of Day	\$ 10,932	177 \$	61.76
	Optional Residential Service - Time of Day with			
4 TD-CPP	Critical Peak Pricing	N/A	N/A \$	44.86
5 RS3P	Residential Three Phase Service	\$ 417,762	2,560 \$	163.19
6 RSLI	Residential Service - Low Income	\$ 1,427,117	42,394 \$	33.66
7 DM	Secondary Distribution Service - Small	\$ 34,166,998	540,218 \$	63.25
8 EH	Optional Rate for Electric Space Heating	\$ 1,509,404	3,998 \$	377.54

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**in**

**Case No(s). 21-0887-EL-AIR, 21-0888-EL-ATA, 21-0889-EL-AAM**

Summary: Stipulation Stipulation and Recommendation of Duke Energy Ohio, Inc.  
electronically filed by Mrs. Debbie L. Gates on behalf of Duke Energy Ohio Inc. and  
D'Ascenzo, Rocco O. Mr. and Kingery, Jeanne W and Vaysman, Larisa and  
Akhbari, Elyse