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December 19, 2022

Ms. Tanowa M. Troupe, Secretary  
Public Utilities Commission of Ohio  
Docketing Division  
180 East Broad Street, 11<sup>th</sup> Floor  
Columbus, OH 43215-3716

Re: *In the Matter of the Application of Duke Energy Ohio, Inc. for an Increase in Electric Distribution Rates.*  
PUCO Case Nos. 21-887-EL-AIR, *et al.*  
PUCO Case No. 89-6002-EL-TRF  
Revision to Compliance Tariffs

Dear Ms. Troupe:

Please find attached a revision to the tariffs which were filed in the above-referenced case on Friday, December 16, 2022. Supplements A and B were inadvertently put in the wrong place. Please note that Supplements A and B are now listed after Sheet No. 27.3.

This will not affect the tariffs' effective date.

Please do not hesitate to reach out to me if you have any questions.

Respectfully submitted,

/s/ *Emily A. Olive, CP*

Emily A. Olive  
Certified Paralegal

cc: All Parties of Record

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 10.163  
Cancels and Supersedes  
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## **ELECTRIC SERVICE REGULATIONS**

### **SECTION I - SERVICE AGREEMENTS**

#### **1. Application for Service.**

When a customer desires electric service, application shall be made to the Company, specifying the date service is desired and the place where service is to be furnished. An oral application may be accepted by the Company, although a written application or agreement may be required at the option of the Company at the time of application or at any later time.

When a customer requests to be enrolled in the Customer Choice program he or she shall do so in accordance with the guidelines established in Section III, Customer Choice Enrollment and Participation Guidelines.

#### **2. Customer's Right to Cancel or Suspend Service.**

A customer may terminate electric service by giving the Company reasonable notice, but not less than three (3) business days prior to termination. The Company will accept such notice as a cancellation of service, except as may be provided in a signed service agreement, rate schedules, or elsewhere in these ELECTRIC SERVICE REGULATIONS.

#### **3. Company's Right to Refuse or to Disconnect Service**

The Company, in addition to all other legal remedies, may terminate the service agreement and refuse or discontinue service to an applicant, consumer or customer, for any of the following reasons:

- (a) Upon the request of the customer for temporary disconnection of service for maintenance or other reasons. A residential customer residing in a single family home should contact the Company approximately four (4) hours in advance of the time of requested disconnection. All other residential and non-residential customers shall contact the Company at least three (3) business days in advance of date of the requested disconnections. Note: If any rewiring or change in electric service is being done during the disconnection period, other Company requirements must be met before electric service will be reconnected;
- (b) When the customer has moved from the premises, neglected to request disconnection of service, and an investigation by the Company indicates that service is no longer required;
- (c) When continued service would jeopardize the life or property of the customer, the Company, or the public, service may be disconnected without notice to the customer;
- (d) When supplying electricity to any consumer or customer creates a dangerous condition on the consumer's or customer's premises or where, because of conditions beyond the consumer's or customer's premises, termination of the supply of electricity is reasonably necessary. Service will not be restored until such dangerous condition or conditions have been corrected;

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**SECTION I - SERVICE AGREEMENTS (Contd.)**

- (e) When providing service is in conflict or incompatible with any laws, regulations or orders of the Public Utilities Commission of Ohio, the State of Ohio or any political subdivision thereof, or of the Federal Government or any of its agencies;
- (f) When a customer or applicant refuses to provide reasonable access to the premises or ignores repeated requests for access pursuant to Rule 4901:1-18-03 (E) of the Ohio Administrative Code.
- (g) When in the sole opinion of the Company, the customer's equipment interferes with the electric service provided to other customers;
- (h) For any violation of or refusal to comply with these ELECTRIC SERVICE REGULATIONS as filed with the Public Utilities Commission of Ohio;
- (i) For any violation of or refusal to comply with the requirements as outlined in the Company's publications relating to electric service as set forth in Section II, Paragraph 9, Service Voltages and Regulations;
- (j) For any violation of or refusal to comply with requirements contained in special agreements or contracts between the customer and the Company;
- (k) Nonpayment of bills when due, for non-residential customers only, pursuant to Rule 4901:1-10-17 of the Ohio Administrative Code.

For the disconnection of service to residential customers for nonpayment of bills, the Company will follow the procedures as set forth in Section VII Paragraph 1, Disconnection for Nonpayment: Residential Customers, of these ELECTRIC SERVICE REGULATIONS; and

- (l) In the event the consumer or customer resorts to theft or any fraudulent representation or practice in the obtaining of electric supplied, or is the beneficiary of any such fraudulent representation or practice, or the meter, metering equipment or other property used to supply the service has been damaged or tampered with by the consumer or customer, his servants or agents.

Service will not be restored until the consumer or customer has given satisfactory assurance that such fraudulent or damaging practice will be discontinued, and has paid to the Company an amount estimated by the Company to be reasonable compensation for service fraudulently obtained and not paid for and for any damage to property of the Company including any cost to repair the damage.

Failure of the Company to exercise any of its rights for the above reasons does not affect its right to resort thereafter to any such remedies for the same or any future default or breach by the customer. Refusal of or disconnection of service is not an exclusive remedy. The Company may exercise any other appropriate remedy provided by law including civil suit and/or criminal prosecution.

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## **SECTION I - SERVICE AGREEMENTS (Contd.)**

### **4. Change of Address of the Customer**

When the customer's address changes, the customer must give notice thereof to the Company prior to the date of change. The customer is responsible for all service supplied to the vacated premises until such notice has been received and the Company has had reasonable time, but not less than three (3) business days, to discontinue service.

If the customer moves to an address at which the customer requires electric service for any purpose specified in the service agreement, and at which address the Company has such service available under the same rate schedule, the notice is considered as the customer's request that the Company transfer such service to the new address. If the Company does not have such service available at the new address, the old service agreement is considered cancelled. If the Company does have service available at the new address to which a different rate schedule applies, a new service agreement, including the applicable rate schedule, is offered to the customer. The Company shall transfer service within a reasonable time after receipt of notice.

### **5. Successors and Assigns**

The benefits and obligations of the application for service shall inure to and be binding upon the successors and assigns, survivors and executors or administrators, as the case may be, of the original parties thereto, for the full term thereof, to the extent permitted by applicable law, provided that no assignment hereof shall be made by the customer without first obtaining the Company's written consent.

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## **SECTION II - SUPPLYING AND TAKING OF SERVICE**

### **1. Supplying of Service**

Service is supplied under and pursuant to these ELECTRIC SERVICE REGULATIONS and any modifications or additions thereto lawfully made and approved by the Public Utilities Commission of Ohio.

The services supplied under these Service Regulations are governed by applicable provisions of the Ohio Revised Code (ORC) and the Ohio Administrative Code (OAC). No provision of these Service Regulations shall be read to contradict any provision of either the ORC or the OAC except pursuant to a waiver granted by the Public Utilities Commission of Ohio.

Notwithstanding any provisions of Title XLIX of the ORC to the contrary and irrespective of the voltage level at which service is taken, any customer who receives non-competitive retail service from the Company shall be considered a retail electric distribution service customer.

Service is supplied under a given rate schedule at such points of delivery as are adjacent to the Company's facilities which are adequate and suitable, as to capacity and voltage, for the service desired; otherwise, special agreements between the customer and the Company may be required. Should the electric power requirements of the customer change, as to capacity or use, the Company may require that the service be supplied from a different facility if the original facility is or becomes inadequate and unsuitable for the service desired. If special agreements between the customer and the Company are required, electric service will not be supplied until the agreements are executed by the customer and the Company.

Service will not be supplied to any premises if at the time of application for service applicant is indebted to Company for service previously supplied at the same or other premises for like services until payment of such indebtedness shall have been made. Unpaid balances of previously rendered final bills may be transferred and included on the initial or subsequent bill for a like service account. Such transferred final bills, if unpaid, will be part of the past due balance of the transferee account and subject to the Company's collection and disconnection procedures which are governed by Chapters 4901:1-10 and 4901:1-18 of the OAC. The transfer of bills is limited to like service, i.e., residential to residential, commercial to commercial, gas to gas, electric to electric, and combination to combination. The unpaid balances for electric and gas service in a combination account shall remain separate. The transfer of unpaid balances from a combination account to a transferee combination account is limited to like service, i.e., electric to electric and gas to gas. Any transfer of gas, electric or combination accounts shall not affect the residential customer's right to elect and maintain an extended payment plan for gas, electric or combination service under Rule 4901:1-18-10 of the OAC.

The availability of service under this tariff, P.U.C.O. Electric No. 19, to customers who have elected to relieve the Company of its obligation to provide generation service under the Company's regulated Standard Offer Rate shall be subject to the rules, regulations and Orders of the Public Utilities Commission of Ohio.

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

Commercial service will not be supplied or continued to any premises if at the time of application for commercial service, applicant or customer is merely acting on behalf of or is a business representative of a present or former commercial customer who is indebted to the Company for commercial service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Commercial service will not be supplied where the applicant or customer is a person, or partnership which person or whose general partner is a present or former customer who is indebted to the Company for commercial service previously supplied at the same or other premises until payment of such indebtedness shall have been made.

### **2. Information Relative to Service**

Information relative to the service that will be supplied at a given location must be obtained from the Company. This information should be requested at least thirty (30) days in advance of the time of construction of the project to allow the necessary time required to determine the exact engineering details for the individual customer installation. Such information will be confirmed in writing, if requested by the customer. The customer's service terminals are to be located at a point readily accessible to the Company's facilities, such point to be determined by the Company.

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

### **3. Continuity of Service**

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

### **4. Suspension of Service for Repairs and Changes**

When necessary to make repairs to or changes in the Company's plant, generating equipment, transmission or distribution systems, or other property, the Company may, without incurring any liability therefore, suspend service for such periods as may be reasonably necessary and in such manner as not to inconvenience the customer unnecessarily.

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

### **5. Use of Service**

Service is supplied directly to the customer through the meter and is to be used by the customer only for the purposes specified in and in accordance with the provisions of the applicable rate schedule and these regulations and any service agreement.

The customer will not build lines across or under a street, alley, lane, court or avenue or other public space in order to obtain service for adjacent property through one meter, even though such adjacent property is owned by customer, without the prior written approval of the Company.

In case of unauthorized sale, extension or other disposition of service, the Company may discontinue the supplying of service to the customer until such unauthorized act is discontinued and full payment is made for all service supplied or used, billed on proper classification and rate schedule, and reimbursement in full made to the Company for all extra expenses incurred, including expenses for clerical work, testing and inspections. Failure of the Company to exercise its right to discontinue the supplying of service in the above situations does not affect its right to resort thereafter to such remedy for the same or any future default or breach by the customer. For residential customers engaging in such practices, discontinuation of supply is governed by the provisions of OAC, Chapter 4901:1-18.

No other electric light or power service shall, except under a contract for auxiliary or supplementary service, be used by the customer on the same installation in conjunction with the Company's service, either by means of a "throwover" switch or any other connection.

No emergency power supply of an "on premises" or similar basis shall be connected to the customer's wiring installation, either by means of a "throwover" switch or any other means, without advance notification and written approval from the Company and without provisions to prevent feedback into the Company's equipment which could be a safety hazard to the Company's personnel.

All cogeneration and/or small power production customers shall, in addition to the requirements contained in these ELECTRIC SERVICE REGULATIONS, the latest edition of the National Electrical Code and the latest edition of the Company's "Information & Requirements for Electric Service," be required to meet the requirements contained in the Company's "Guideline Technical Requirements for Parallel Operation of Customer Generation." A separate written contract is required between the owners of all such facilities and the Company.

### **6. Customer's Responsibility**

The Customer assumes all responsibility on the customer's side of the point of delivery (the end of the Company's service drop or where the Company's wires are joined to the customer's wires or apparatus) for the service supplied or taken, as well as for the electrical installation and maintenance, appliances, and apparatus used in conjunction therewith, and will save the Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on the customer's side of the point of delivery.

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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

### **7. Right-of-Way**

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

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

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

### **8. Access to Premises**

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

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

If, after the Company has made reasonable efforts to obtain access to the premises for the purposes described above, the customer fails to grant the Company access, the customer denying access shall be deemed in violation of these ELECTRIC SERVICE REGULATIONS pursuant to Section I Paragraph 3 herein, Company's Right to Refuse or to Disconnect Service. In the case of residential customers, the Company may disconnect service when the customer, through their action or inaction, prevents Company personnel from reading the meter for twelve (12) or more consecutive months. In the case of a non-residential customer, the Company shall give the customer not less than five (5) days written notice before service is disconnected.

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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

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

### **9. Service Voltages and Regulations**

The Company will provide service at the nominal voltage levels as stated in the latest revision of the Company's booklet entitled "Information & Requirements for Electric Service," copies of which are available on the Company's website. Those nominal voltage levels and service configurations are shown below.

- A. The following service voltages, 600 volts or less, are supplied by the Company:
  - 1. Single-phase, 3-wire, 120/240 volts AC at 60 Hz.
  - 2. Three-phase, 4-wire, 208Y/120 volts AC at 60 Hz.
  - 3. Three-phase, 4-wire, 480Y/277 volts AC at 60 Hz.
- B. The following service voltages, over 600 volts, are supplied by the Company:
  - 1. Three-phase, 4-wire, 4160Y/2400 volts AC at 60Hz.
  - 2. Three-phase, 4-wire, 12470Y/7200 volts AC at 60 Hz.
  - 3. Three-phase, 4-wire, 34500Y/19920 volts AC at 60 Hz.
  - 4. Three-phase, 3-wire, 69000 volts AC at 60 Hz.
  - 5. Three-phase, 3-wire, 138000 volts AC at 60 Hz.
- C. The following voltages are available for limited use: (for availability, contact the Company)
  - 1. Single-phase, 3-wire, 120/208 volts AC at 60 Hz.
  - 2. Three-phase, 4-wire, 240/120 volt AC at 60 Hz
  - 3. Three-phase, 3-wire, 33000 volts AC at 60 Hz.
- D. These voltages are nominal and may vary depending on operating conditions:
  - 1. Three-phase, 4-wire services are supplied with a grounded neutral.
  - 2. Three-phase, 3-wire services are supplied without a neutral.

For all service supplied at nominal voltage levels of 34.5 kV three phase four-wire (3P 4-wire) and lower, except for 34.5 kV three phase three-wire (3P 3-wire), the Company shall design and operate its system as provided for in the current version of the American National Standard ANSI C84.1-1995(R2001), approved by American National Standards Institute, Inc. The limits noted for utilization voltage levels do not apply to momentary voltage excursions that may result from such causes as switching operations, motor starting currents, etc.

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Issued by Amy B. Spiller, President

### **SECTION III - CUSTOMER CHOICE ENROLLMENT AND PARTICIPATION GUIDELINES**

#### **1. Selection of Certified Supplier**

In order to obtain Competitive Retail Electric Service from a Certified Supplier, a customer must enter into an agreement with a Certified Supplier who meets the requirements for participation in this Customer Choice Program pursuant to the Certified Supplier Service Rules, Regulations, and Rates, specified in Duke Energy Ohio P.U.C.O. Electric No. 20. Enrollment of customers is done through a Direct Access Service Request (DASR), which may be submitted only by Certified Suppliers. DASRs will be effective on the next regularly scheduled meter read date provided that it is received by the Company at least twelve (12) calendar days before the next regularly scheduled meter read date. Enrollments will be processed on a "first in" priority basis based on the received date, using contract date as the tiebreaker. Should the contract date also be the same, the enrollments will be processed on a first in priority basis, based on the order in which the Company received the DASRs. An account may only be served by one Certified Supplier at a time.

Customers may contact the Company at any time to report that they have been switched without giving consent. To decrease the probability of this occurring, the Company requires that Certified Suppliers obtain, and maintain in their files, customer authorizations as dictated by Commission rules. These authorizations must be made available to the Company, upon request, within three (3) business days.

#### **2. Pre-Enrollment End-use Customer Information List**

Upon request, the Company will electronically provide to any supplier certified by the Commission the most recent End-use Customer information list. Once the list has been updated, a supplier may not use an End-use Customer information list from a prior quarter to contact a customer, but suppliers shall not be required to purchase subsequent lists.

The Company will provide customers the option to have all the customer's information listed in the section below removed from the End-use Customer information list. The Company will also provide customers the option to have all the customer's information listed below reinstated on the End-use Customer information list. The customer will be provided written notice of his or her options.

The following information will be provided on the End-use Customer information list for each customer who has not requested that all information be removed from this list:

- (a) End-use Customer name
- (b) Service Address
- (c) Service City
- (d) Service State and Zip Code
- (e) Billing Address
- (f) Billing City
- (g) Billing State and Zip Code



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### **SECTION III - CUSTOMER CHOICE ENROLLMENT AND PARTICIPATION GUIDELINES (Contd.)**

- (h) Rate Schedule under which service is rendered, including class and sub-class (if applicable)
- (i) Load Profile Reference Category
- (j) Meter Type (will provide information that is readily available)
- (k) Interval Meter data indicator (will provide information that is readily available)
- (l) Budget Bill/PIPP indicator
- (m) Meter Read Cycle
- (n) Most recent twelve (12) months of historical consumption data (actual energy usage plus demand, if available)
- (o) Meter Number
- (p) Customer classification
- (q) Special rate indicator
- (r) Bulk indicator
- (s) Account identifier
- (t) PLC values for current and future periods with start and end dates
- (u) NSPL values for current and future periods with start and end dates
- (v) Supplier indicator
- (w) Email address
- (x) Future meter read dates
- (y) MDM Certified Meter Indicator
- (z) MDM Meter Certification Date

### **3. Customer Choice Participation Requirements**

To participate in the Customer Choice Program, a customer must have an active electric service account with the Company. After the Company has accepted the customer's application for electric service, the customer may select and contact a Certified Supplier. The Company shall provide a list of all approved Certified Suppliers and which classes of customers the Certified Supplier will serve to a) all of its customers quarterly; b) all applicants for new service and customers returning to Standard Offer Service; and c) any customer upon request. The Company shall not endorse any Certified Supplier nor indicate that any Certified Supplier will receive preference because of a corporate relationship.

Interval Meters are required for customers who choose a Certified Supplier and have a maximum peak demand equal to or greater than 200 kW for the most recent twelve (12) month period. Interval Meters are also required for those customers that have an interruptible load contract with their Certified Supplier. The Company may also require Interval Metering, at Company expense, for other customers based on a review of the customer's rate schedule, billing history and class load profile information. In addition, a communication link must also be installed. The enrollment DASR for these customers will not be approved until a customer-signed Interval Meter request work order has been executed and submitted approving the Interval Meter installation.

Customers are responsible for the incremental costs of the Interval Meters and the incremental costs associated with the installation of required Interval Metering. While the Company will install the meter, the Certified Supplier, on behalf of the customer, or the customer, must arrange for the installation of the communication link (analog telephone line, hard wired or cellular). The Company will be allowed access to the communication link for meter interrogation. The Interval Metering equipment will be maintained and owned by the Company. The charges for the installation of the Interval Metering equipment are specified Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

### **SECTION III - CUSTOMER CHOICE ENROLLMENT AND PARTICIPATION GUIDELINES (Contd.)**

on tariff Sheet No. 96 "Meter Service Charges." These charges may be paid over a period not to exceed twenty-four (24) months.

Upon the successful processing of an enrollment and/or drop DASR, the Company will notify the customers in writing with the name and phone number of the Certified Supplier, the previous Certified Supplier (if applicable), the effective service change date, the Company's toll-free telephone number, the right to request an actual meter read prior to the transfer of service and the right to rescind (if applicable).

#### **4. Switching Rules**

An enrollment DASR must be received by the Company at least twelve (12) calendar days before the effective date, which will be the customer's next regularly scheduled meter reading date, to enroll with or switch to a new Certified Supplier. Enrollment DASRs will be effective according to the following schedule:

- (a) If an enrollment DASR is received twelve (12) or more days prior to the next regularly scheduled meter read date and no other enrollment DASR is currently pending, the enrollment DASR will be effective on the next regularly scheduled meter read date.
- (b) If an enrollment DASR is received less than twelve (12) days prior to the next regularly scheduled meter read date and no other enrollment DASR is currently pending, the enrollment DASR will be effective on the second regularly scheduled meter read date after the enrollment DASR is received.
- (c) If an enrollment DASR is currently pending, and another enrollment DASR is received, the first enrollment DASR will be effective and the second enrollment DASR will be rejected. There cannot be two pending enrollment DASRs for the same account at the same time.
- (d) If an enrollment DASR for an active electric service account is submitted for the Company Consolidated billing option known as Bill Ready and the account is currently involved in the Company's summary billing program, the DASR will be rejected until the Company's information system has the capability to accept such DASRs. In order for an enrollment DASR to be accepted for a summary billing account, the Certified Supplier must submit the DASR with a billing option for either separate billing by the Company and the Certified Supplier or the Company Consolidated billing option known as Rate Ready.
- (e) If an enrollment DASR for an active electric service account is submitted for the Company Consolidated billing option known as Bill Ready and the account is currently involved in the Company's adjusted due date program, the DASR will be rejected until the Company's information system has the capability to accept such DASRs. In order for an enrollment DASR to be accepted for an account with an adjusted due date, the Certified Supplier must submit the DASR with a billing option for either separate billing by the Company and the Certified Supplier or the Company Consolidated billing option known as Rate Ready.

For the purpose of switching rules, customers are divided into three categories; Residential End-use Customers, Nonmercantile Customers, and Mercantile Customers. Residential End-use Customers are customers who use electricity for residential purposes. Nonmercantile Customers are defined as customers who use electricity for nonresidential purposes, consume less than 700,000 kWh of electricity per year and Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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### **SECTION III - CUSTOMER CHOICE ENROLLMENT AND PARTICIPATION GUIDELINES (Contd.)**

are not part of a national account involving multiple facilities in one or more states. Mercantile Customers are customers who use electricity for nonresidential purposes, consume greater than or equal to 700,000 kWh of electricity per year or are part of a national account involving multiple facilities in one or more states.

Residential End-use Customers and Nonmercantile Customers, pursuant to Commission rules, have the right to rescind an enrollment. Any Residential End-use Customer or Nonmercantile Customer enrollment, either with a Certified Supplier or with the Company, may be rescinded by contacting the Company within seven days from the postmark date on the notice advising of the enrollment. When the Company receives notice of a rescission, the impending enrollment will be cancelled and the Residential End-use Customer or Nonmercantile Customer will remain with their current supplier.

#### **End-use Customer Return to SSO Service**

- (a) An End-use Customer's return to SSO service may be a result of End-use Customer choice, Certified Supplier default, termination of a Certified Supplier contract, opt out or termination of a governmental aggregation program, or Certified Supplier withdrawal.
- (b) An End-use Customer may contact the Company to return to the Company's SSO. The return to the SSO shall be conducted under the same terms and conditions applicable to an enrollment with a Certified Supplier. Thus, the Company will provide a rescission period consistent with the Commission's rules. Provided the End-use Customer has observed the applicable notification requirements and the Company has effectuated the request to return to the SSO twelve calendar days prior to the next regularly scheduled Meter Read Date, the End-use Customer will be returned to the SSO on the next regularly scheduled Meter Read Date.
- (c) Residential End-use Customers
  - i) Residential End-use Customers are not subject to a minimum stay.
  - ii) If a Residential End-use Customer's Certified Supplier defaults or the Residential End-use Customer opts out of a governmental aggregation program, the Residential End-use Customer will return to the Company's SSO and may switch to another Certified Supplier at any time. A Residential End-use Customer opting out of a governmental aggregation program must contact and inform the Company of the "opt out".
  - iii) The Residential End-use Customer will be mailed a letter the day following the successful processing of a DASR returning the Residential End-use Customer to the Company.
- (d) Non-Mercantile Customers
  - i) Non-Mercantile Customers are not subject to a minimum stay.

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### **SECTION III - CUSTOMER CHOICE ENROLLMENT AND PARTICIPATION GUIDELINES (Contd.)**

- ii) If a Nonmercantile Customer returns to the Company, the Nonmercantile Customer is placed on the SSO. The Nonmercantile Customer will be mailed a letter the day following the successful processing of a DASR returning the Nonmercantile Customer to the Company.

(e) Mercantile Customers

- i) Mercantile Customers are not subject to a minimum stay.
- ii) If a Mercantile Customer returns to the Company, the Mercantile Customer is placed on the SSO. The Mercantile Customer will be mailed a letter the day following the successful processing of a DASR returning the Mercantile Customer to the Company.

#### **5. Certified Supplier Defaults**

If a Certified Supplier defaults, the Company will notify the customers of the default. However, service to the affected customers will not be interrupted due to the default. The customers involved will return to the Company's Standard Offer Rate on their next regular scheduled meter read date, unless there is sufficient time to choose an alternative supplier.

#### **6. Certified Supplier Drops Customer**

If the Certified Supplier decides to discontinue service to a customer, the Certified Supplier will notify the customer in accordance with Commission rules and submit a Drop DASR to the Company at least twelve (12) calendar days in advance of the requested drop date, which will be the next regular scheduled meter read date. The Company will notify the customer when a Drop DASR is received.

#### **7. Requests for Customer Specific Usage Information**

A customer or a Certified Supplier, acting as the customer's authorized agent, may request specific usage information. The customer specific usage request will include twelve (12) months of historical data (if available) including monthly kWh usage, meter read dates, and associated monthly maximum demand history, if applicable.

This information will be provided to the customer or the Certified Supplier, acting as the customer's authorized agent, free of charge.

If the customer requests monthly Interval Metering data, the customer will be required to pay the charge specified on the tariff Sheet No. 95 "Meter Data Charges." Charges to Certified Suppliers for Interval Meter data are specified in P.U.C.O. Electric No. 20.

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### **SECTION III - CUSTOMER CHOICE ENROLLMENT AND PARTICIPATION GUIDELINES (Contd.)**

#### **8. Customer Aggregation**

Customers may be aggregated for purposes of negotiating the purchase of Competitive Retail Electric Services from a Certified Supplier. Customer aggregation is not restricted by the class of customer within an aggregated group. Accordingly, any customer may be represented by an aggregator. However, an aggregator is not a customer, but rather an agent for aggregated customers. Each aggregated customer will be treated as an individual customer of the Company for billing purposes under their otherwise applicable rate schedules. Combination of meter registrations of aggregated customers will not be permitted. No charge of a tariff service will be affected by a customer's aggregation status, and aggregation of load cannot be used for qualification under a tariff.

#### **9. Bill Payment Option**

A Certified Supplier must notify the Company which billing option is being chosen for its customers: (1) Company Consolidated billing or (2) separate billing by the Company and the Certified Supplier. When the Company Consolidated billing option is selected, the customer will receive one bill from the Company, which will include both the Company's and the Certified Supplier's charges stated separately. The customer is responsible for payment in full to the Company for both the Company and Certified Supplier charges when the Company performs consolidated billing. The billing option must be identified at the time the enrollment DASR is submitted to the Company. Regardless of the billing option selected by the Certified Supplier, the customer may still choose to have budget billing for bills rendered by the Company.

For customers who have a maximum annual peak demand greater than or equal to 200 kW for the most recent twelve (12) month period, the required Interval Metering will be used to support the Certified Suppliers' billing options. If a customer has a maximum annual peak demand less than 200 kW and the Company must install special metering to support a Certified Supplier's billing option, the customer will be responsible for the incremental costs of upgrading the present meter plus all costs associated with the installation of that metering equipment. The charges for an Interval Meter will be at the tariffed rate, which may be paid over a period not to exceed twenty-four (24) months.

If the Company is providing the consolidated bill option for the Certified Supplier, the Company will remit payments received for Certified Supplier charges including the associated taxes to the Certified Supplier.

### **SECTION III - CUSTOMER CHOICE ENROLLMENT AND PARTICIPATION GUIDELINES (Contd.)**

All billed charges are grouped into categories and a payment priority is established for each. If a partial payment is received, the Company will apply the following payment priorities classification. Payments will be applied first to prior gas and electric Regulated Utility Charges, second to current gas and electric Regulated Utility Charges, third to prior electric Certified Supplier charges and gas supplier charges (if applicable), fourth to current electric Certified Supplier charges and gas supplier charges (if applicable), and then on a pro-rata basis for non-regulated products and services. When the priority classification is equal, payments will be applied to the oldest receivables first.

If the dual bill option is chosen, the customer will receive separate bills from the Company and the Certified Supplier for their respective charges. The Company and Certified Supplier shall be individually responsible for the collection of their respective charges.

Regardless of the bill option chosen by the Certified Supplier, customers who fail to pay in full their Regulated Utility Charges to the Company will be subject to the Company's late payment charge policy as it applies to those Regulated Utility Charges. The customer will also be subject to the rules and regulations governing the credit, collection and disconnection procedures in accordance with Sections 4901:1-17 and 4901:1-18 of the Ohio Administrative Code.

The Certified Supplier is ultimately responsible for the collection of any unpaid charges for services provided by them, as well as for developing their own credit and collection policies. However, in the course of following its collection procedures for Regulated Utility Charges, the Company may inform customers of such arrearages. In accordance with the rules and regulations governing the credit, collection and disconnection procedures specified in Sections 4901:1-17 and 4901:1-18 of the Ohio Administrative Code, the Certified Supplier may not physically disconnect customers for non-payment of Certified Supplier charges.

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## **SECTION IV - CUSTOMER'S AND COMPANY'S INSTALLATIONS**

### **1. Nature and Use of Installation**

All electric service entrance wiring and equipment furnished and installed by the customer for the purpose of connecting the premises with the Company's service, shall be suitable for the purposes thereof and shall be installed, owned and maintained by the customer at all times in conformity with the National Electrical Code, any other codes and regulations in effect in the area served and the standards contained in the latest revision of the Company's booklet entitled "Information & Requirements for Electric Service," copies of which are available on the Company's website.

### **2. Installation of Meters**

Electricity will be measured by a meter or meters to be owned and installed by the Company in the customer's meter base at a location approved by the Company. The Company will install upon the customer's premises one meter or one unified set of meters for each standard service connection. Meters for new single-family residences are to be located outside the residence.

### **3. Installation and Maintenance**

Except as otherwise provided in these ELECTRIC SERVICE REGULATIONS, in service agreements or rate schedules, the Company will install and maintain its lines and equipment on its side of the point of delivery, but shall not be required to install or maintain any lines or equipment, except Company owned meters and metering equipment, on the customer's side of the point of delivery without cost to the customer. Only the Company's agents are authorized to connect the Company's service to the customer's service. The Company is not responsible for performing wiring investigations on the customer's side of the point of delivery.

All meters and equipment furnished by and at the expense of the Company, which may at any time be on said premises, shall, unless otherwise expressly provided herein, be and remain the property of the Company, and the customer shall protect such property from loss or damage. No one except an agent of the Company shall be permitted to remove or handle same.

Subject to the rules, conditions and riders covering the installation of service connections and extensions, the Company will make one standard service connection to the customer's installation. If three phase service is required and an additional connection is necessary, both will be considered as one service connection.

The rates for each class of service provided for in the rate schedules contemplate the furnishing of service to one location or premises through one standard service connection. Where the customer is receiving service through more than one standard metering installation, the Company will calculate and render a separate bill for service furnished through each metering installation. If the Company elects to provide more than one standard service connection, the Company may, at its option, combine these connections and calculate and render one bill.

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## **SECTION IV - CUSTOMER'S AND COMPANY'S INSTALLATIONS (Contd.)**

When a customer or private party requests the Company to relocate the Company's facilities or a customer's service entrance wiring, such requesting party shall pay all expenses related to such relocation.

When the Company relocates its facilities or a customer's service entrance wiring at the request of a governmental entity (or Administrating Agency) and if the relocation was related to a project financed through transportation improvement district funding, joint economic development district funding, tax increment funding, or similar quasi-public funding, then the governmental entity (or Administrating Agency) shall pay for the cost of relocating Company's facilities in direct proportion to the contributions received from the other funding sources.

The Company shall not be required to construct general distribution lines underground unless the cost of such special construction for general distribution lines and/or the cost of any change of existing overhead general distribution lines to underground which is required or specified by a municipality or other public authority (to the extent that such cost exceeds the cost of construction of the Company's standard facilities) shall be paid for by that municipality or public authority. The Company will determine the standard facilities for construction of general distribution lines.

### **4. Special Power Apparatus**

In the case of hoists, elevators, welding machines or other installations, where the use of electricity is intermittent or subject to violent fluctuations, the Company reserves the right to use the input rating or the metered instantaneous demand of such equipment under maximum operating conditions for billing purposes, or to require the customer to provide at his own expense, suitable equipment to reasonably limit such intermittence or fluctuation that may affect the service provided to other customers.

### **5. Changes in Installations**

As the Company's service drops, transformers, meters and other facilities used in supplying service to the customer have limited capacity, the customer should give notice to the Company, and obtain the Company's consent, before making any material changes or increases in the customer's installation. After receipt of such notice, the Company will give its written approval of the proposed change or increase, or it will inform the customer of the prerequisites to receipt of service for such change or increase. Any change affecting an estimated billing demand shall be reviewed by the Company's representative and shall become effective from the succeeding meter reading.

The customer shall be solely responsible for all damages sustained by the Company or any person due to the customer's failure to give reasonable advance notice to the Company of such change in the customer's installation.

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## **SECTION V - METERING**

### **1. Meter Tests**

The Company, for the mutual protection of the customer and the Company, will make periodic tests of the meter used in measuring electricity furnished to the customer, and will test a meter upon the written request of a customer. The Company owned meter will be tested and, if found inaccurate, restored to an accurate condition or a new meter will be substituted. Any meter tested and found to be registering not more than two percent (2%) fast or slow will be considered to be correct and accurate.

If a test of any meter is made at the request of a customer, with the result that such meter is found to be correct and accurate as defined above, the Company may charge the customer the expense of such test. However, for the first such meter test the Company will not charge the customer. If, during the subsequent thirty-sixth month period, the customer requests that a meter test be conducted and the meter is found to be within the tolerances described above, the customer will be billed for the expense of such meter test as specified on Sheet No. 96, Meter Service Charges.

### **2. Basis for Bill Adjustment**

The Company will refund to the customer any overcharges if the meter is found to be registering more than two percent (2%) fast and the customer may be billed and will pay the undercharges if the meter is found to be registering more than two percent (2%) slow.

When a period of meter inaccuracy is discernible upon a review of the account history, or if a meter is found to register partially, or not at all, for any period, the overcharge or undercharge may be computed on the basis of a customer's metered consumption prior and/or subsequent to such period in accordance with the rates in effect during the period.

When a period of meter inaccuracy is unknown the overcharge will be determined on the basis of the meter test for the period since the customer's "on" date, the installation date of the inaccurate meter, or for residential customers a period of 365 days prior to the date the inaccuracy is corrected, whichever is less. However, the 365 day restriction for residential customers shall not apply in cases of meter tampering or theft of utility service, or where a physical act of a customer or its agent causes inaccurate or no recording of the electric meter reading, or inaccurate or no measurement of the electricity rendered.

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## **SECTION VI - BILLING AND PAYMENT**

### **1. Billing Periods - Time and Place for Payment of Bills**

Bills ordinarily are rendered at monthly intervals. Non-receipt of bills by the customer does not release or diminish the obligation of the customer with respect to payment thereof.

The word "month" as it pertains to the supply of service shall mean the period of approximately thirty (30) days between meter readings, as fixed and made by the Company. Meters are ordinarily read monthly, however, meters may be read more or less frequently in such instances as, when special readings are required, at the customer's request, or when the Company has been unable to obtain readings. If the Company has been unable to obtain a meter reading for a period of twelve (12) consecutive months, the Company may, at its option, refuse or disconnect service to the premises in accordance with Section I Paragraph 3, Company's Right to Refuse or Disconnect Service, of these ELECTRIC SERVICE REGULATIONS. The Company shall have the right to establish billing districts for the purpose of reading meters and rendering bills to customers at various dates. A change or revision of any rate schedule shall be applicable to all bills on which the final monthly meter reading was taken on or after the effective date of such change or revision, except as otherwise ordered by the Public Utilities Commission of Ohio.

Where the Company is unable to obtain a meter reading, estimated bills, so identified, will be rendered for an estimated amount to permit normal monthly payment, such payments to be credited to the next bill rendered.

When the Company is requested by the customer to terminate service, or when the Company discovers a customer has terminated service by moving from the premises served, or when the Company disconnects service due to nonpayment of the account or for other reasons, the Company will render a final bill addressed to the customer's forwarding address, if known, or to the last known address, for the entire balance of the account, including a bill calculation from the last read date, pursuant to Rule 4901:1-10-05 (1) of the Ohio Administrative Code, with special meter readings taken for combination gas and electric and gas only accounts and identified estimated meter readings being used for non-heating electric only accounts. Unpaid balances of previously rendered final bills may be transferred to the new account and included on initial or subsequent bills.

When the customer begins use of service, an initial bill is normally rendered for the period from the initial date of service to the first regular meter reading date for the billing district in which the premises is located, this period normally being less than one month, except that the bill is suspended if the period is less than eight (8) days.

All of the Company's rate schedules are established on a monthly basis which would include monthly billing periods in accordance with the Company's meter reading schedule. A normal meter reading period consists of the number of days between scheduled reads, that is, between twenty-seven (27) and thirty-five (35) days, plus or minus three (3) working days. Where billing amounts reflects a period of more than one (1) month, those amounts shall be prorated based on the normal scheduled meter reading dates and divided into increments of one (1) month or less. If the increments represents less than one (1) month, the appropriate billing components will be billed as a prorated portion of the period defined by the normal scheduled meter reading dates.

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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Issued: December 16, 2022

Effective: January 3, 2023

Issued by Amy B. Spiller, President

## **SECTION VI - BILLING AND PAYMENT (Contd.)**

Bills are due on the date indicated thereon as being the last day for payment of the net amount, and the due date shall not be less than twenty-one (21) days after the mailing of the bill. Bills are payable only at authorized agencies for collection, mail, and other methods made available from the Company. If a partial payment is made, the amount will be applied to items of indebtedness in the same order as they have accrued, starting with regulated charges followed by non-regulated charges, pursuant to Rule 4901:1-10-33 (H) of the Ohio Administrative Code.

### **2. Selection of Rate Schedule**

When a prospective customer makes application for service, the Company will, upon request, assist in the selection of the Rate Schedule most favorable to customer for the service requested. The selection will be based on the prospective customer's statement as to the class of service desired, the amount and manner of use, and any other pertinent information.

A customer being billed under one of two or more optional rate schedules applicable to the customer's class of service may elect to be billed on any other applicable rate schedule by notifying the Company in writing, and the Company will bill the customer under such elected schedule from and after the date of the next meter reading. However, a customer having made such a change of rate schedule may not make another such change within the next twelve months, or as otherwise provided elsewhere in the applicable rate schedules.

### **3. Temporary Discontinuance of Service**

If any residential customer notifies the Company in writing to discontinue service, the Company will make no minimum charge for any full meter reading period during the period of discontinuance; provided however, that the Company may charge and collect a fee in accordance with paragraph B of Sheet No. 92 prior to reconnecting a service which was discontinued at the customer's request within the preceding twelve months.

### **4. Availability of Budget Billing**

The Company has available to its customers a "Budget Billing Plan" which minimizes billing amount fluctuations over a twelve month period. The Company may exercise discretion, as permitted by Rule 4901:1-18-05 (D) of the Ohio Administrative Code, to restrict the availability of such a plan to customers who:

- (a) Have no arrearages (other than amounts already incorporated in a previously agreed upon extended payment plan); and
- (b) Are not in default on a previously agreed upon extended payment plan.

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## **SECTION VI - BILLING AND PAYMENT (Contd.)**

### **5. Bill Adjustment**

Overcharges will be refunded to the customer for the entire period of inaccurate billing if that period is discernible. If the period of inaccurate billing is not discernible, the shortest period encompassing the elapsed time since the customer's "on" date, the installation date of the inaccurate meter, or 365 days will form the basis for determining the refund amount.

Undercharges may be billed and the customer shall pay the charges for the entire period of inaccurate billing when that period is discernible, except undercharges billed to residential customers shall be limited to a maximum of 365 days prior to the date the billing is corrected. There will be no maximum limit of time for cases involving tampering or theft of utility service, or where a physical act of a customer or its agent causes inaccurate or no recording of the meter reading, or inaccurate or no measurement of the electricity rendered.

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## **SECTION VII - NON-PAYMENT – DISCONNECTION AND RECONNECTION**

### **1. Disconnection for Nonpayment: Residential Customers**

The Company will comply with the provisions of the disconnection rules set forth in Chapters 4901:1-10 and 4901:1-18 OAC (Ohio Administrative Code) as amended.

### **2. Disconnection for Nonpayment: Non-Residential Customers**

An account will be considered delinquent and be subject to the Company's disconnection procedures for non-payment if the Company's charges in any bill remains unpaid after the due date.

The Company will mail or otherwise give notice of impending disconnection for nonpayment to the customer prior to disconnection.

The Company may charge a landlord \$2.50 per notice in situations where a master metered apartment building is subject to disconnection and the Company is required to put a notice on each apartment unit. This provision is subject to 4901:1-18-08 of the Ohio Administrative Code.

### **3. Reconnection of Service**

Reconnection of service that has been disconnected for nonpayment shall be made pursuant to the following provisions:

- (a) Upon payment or proof of payment, including any reconnection charge, for service that was previously disconnected, reinstatement of service shall be made by the close of the following regular Company working day.
- (b) If service is disconnected and the customer wishes to guarantee the reinstatement of service the same day on which payment is rendered, the customer must provide proof of payment, and notify the Company before 12:30 p.m. that reinstatement of service is requested the same day.
- (c) If a Company employee, whose original purpose was to disconnect the service, has provided the customer a means to avoid disconnection, service which otherwise would have been disconnected shall remain intact, and no reconnection charge shall be assessed. However, a collection charge of fifteen dollars (\$15.00) may be assessed.

## **SECTION VII - NON-PAYMENT – DISCONNECTION AND RECONNECTION (Contd.)**

- d) If a guarantor is required in order to re-establish service, the guarantor must sign an acknowledgment of willingness to accept the responsibility for payment of the customer's entire past due billed amount (up to 60 days for residential customers) owed the Company in case of the customer's default.

### **4. Charge for Reconnection of Service**

The Company may charge and collect in advance the dollar amount specified on Tariff Sheet No. 92, Charge for Reconnection of Service for reconnecting a customer's service after service is disconnected because of nonpayment of the bill when due.

### **5. Residential Tenant Rights**

The Company will comply with the provisions of the disconnection rules set forth in Chapters 4901:1-10 and 4901:1-18 OAC as amended.

### **6. Deposit Provision**

The Company may require a Security Deposit of any customer, residential or non-residential, in addition to the requirement of payment for prior indebtedness, as set forth in Section II, 1. Supplying of Service, in compliance with the provisions of Section 4933.17 of the Ohio Revised Code and the rules set forth in OAC Chapters 4901:1-10 . The Security Deposit may be requested prior to the rendering of utility service or at a later time.

## **SECTION VIII - APPLICATION OF SERVICE REGULATIONS**

### **1. Application of ELECTRIC SERVICE REGULATIONS and Rate Schedules**

All service agreements as presently in effect or that may be entered into in the future are made expressly subject to these ELECTRIC SERVICE REGULATIONS and any modifications or amendments thereto, and subject to all applicable existing rate schedules and any modifications, substitutions or amendments thereto.

### **2. Agents Cannot Modify Agreement**

No agent has the right to amend, modify or alter the application, rates, terms, conditions, rules or regulations as filed with the Public Utilities Commission of Ohio, or to make any representation not contained in the Company's schedules, supplements thereto and revisions thereof, lawfully filed with said Commission.

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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Supplemental Information

Authorized By: 4905.04

Amplifies: 4905.06, 4933.17

Five Year Review Date: 9/22/2026

Prior Effective Dates: 4/15/2015

Rule 4901:1-17-03 | Establishment of credit.

Effective: November 1, 2021 Promulgated Under: 111.15 PDF: Download Authenticated PDF

(A) Each utility company may require an applicant for residential service to satisfactorily establish financial responsibility. If the applicant has previously been a customer of that utility company, the utility company may require the residential applicant to establish financial responsibility pursuant to paragraph (C) of rule 4901:1-17-04 of the Administrative Code. Each utility company may use a credit check, pursuant to paragraph (A)(2) of this rule, as the first criterion by which an applicant may establish financial responsibility. If the results of the credit check, at the time of the application do not establish financial responsibility for the applicant or the applicant refuses to provide his/her social security number, each utility company shall then advise the applicant of each of the remaining criteria available under this rule to establish financial responsibility. If the utility company requires an applicant to provide additional information to establish financial responsibility, such as identification or written documentation, then the utility company shall confirm with the applicant when it receives the requested information. An applicant's financial responsibility will be deemed established if the applicant meets any one of the following criteria:

(1) The applicant is the owner of the premises to be served or of other real estate within the territory served by the utility company and has demonstrated financial responsibility under either of the following conditions:

(a) With respect to that property, if the applicant owns only the premises to be served.

(b) With respect to any other real estate within the service territory served by the utility company, if the applicant owns multiple properties.

(2) The applicant demonstrates that he/she is a satisfactory credit risk by means that may be quickly and inexpensively checked by the utility company. Under this provision, the utility company may request the applicant's social security number in order to obtain credit information and to establish identity. The utility company may not refuse to provide service if the applicant elects not to provide his/her social security number. If the applicant declines the utility company's request for a social security number, the utility company shall inform the applicant of all other options for establishing creditworthiness.

(3) The applicant demonstrates that he/she has had the same class and a similar type of utility service within a period of twenty-four consecutive months preceding the date of application, unless utility company records indicate that the applicant's service was disconnected for nonpayment during the last twelve consecutive months of service, or the applicant had received two consecutive bills with past due balances during that twelve-month period and provided further that the financial responsibility of the applicant is not otherwise impaired.



When an applicant requests a copy of his/her payment history to satisfy paragraph (A)(3) of this rule, each utility company shall provide a customer, at his/her request, written information reflecting the customer's payment history. The utility company shall provide this information within five business days of this request.

(4) The applicant makes a cash deposit to secure payment of bills for the utility company's service as prescribed in rule 4901:1-17-05 of the Administrative Code. Utility companies are prohibited from requiring percentage of income payment plan customers to pay a security deposit.

(5) The applicant furnishes a creditworthy guarantor to secure payment of bills in an amount sufficient for a sixty-day supply for the service requested. If a third party agrees to be a guarantor for a utility customer, he or she shall meet the criteria as defined in paragraph (A) of this rule or otherwise be creditworthy. The guarantor and/or the utility company shall also comply with the following:

(a) The guarantor shall be a customer of the utility company.

(b) The guarantor shall sign the written guarantor agreement provided by the commission in appendix A to this rule, which will also be posted on the commissions website. The utility company shall provide the guarantor with a copy of the signed agreement upon request and shall keep the original on file during the term of the guaranty.

(c) The utility company shall send to the guarantor a copy of all disconnection notices sent to the guaranteed customer.

(d) The utility company shall send a notice to the guarantor when the guaranteed customer requests a transfer of service to a new location. The transfer of service notice shall display all of the following information:

(i) The name of the guaranteed customer.

(ii) The address of the current guaranteed customer's service location.

(iii) A statement that the transfer of service to the new location may affect the guarantor's liability.

(iv) A statement that, if the guarantor does not want to continue the guaranty at the new service location, the guarantor must provide thirty days' written notice to the utility company to end the guaranty.

(e) Under the circumstances where a guarantor's utility service is subject to disconnection, the utility company shall, within ten calendar days, advise the customer who provided the guarantor that the guarantor's responsibility to the customer's account will end by a specific date (thirty days from the date of the notice to the guaranteed customer). The utility company shall also

advise the customer that, prior to the specific end date stated in the notice, he/she must reestablish credit through one of the alternate means set forth in paragraph (A) of this rule, or be subject to disconnection according to the applicable disconnection rules in Chapter 4901:1-15 of the Administrative Code (waterworks and/or sewage disposal) and Chapter 4901:1-18 of the Administrative Code (electric, gas, and natural gas).

(f) The guarantor shall not be on the PIPP plus, graduate PIPP plus, or have PIPP arrearages. If a guarantor enrolls in these programs, the customer no longer qualifies to be a guarantor and the previously guaranteed customer will be required to provide another form of security.

(B) The establishment of credit under the provisions of these rules, or the reestablishment of credit under the provisions of rule 4901:1-17-04 of the Administrative Code, shall not relieve the applicant or customer from compliance with the regulations of the utility company regarding advance payments and payment of bills by the due date, and shall not modify any regulations of the utility company as to the discontinuance of service for nonpayment.

(C) Upon default by a customer who has furnished a guarantor as provided in paragraph (A)(5) of this rule, the utility company may pursue collection actions against the defaulting customer and the guarantor in the appropriate court, or the utility company may transfer the defaulting customer's bill to the guarantor's account. The defaulted amount transferred to the guarantor's account shall not be greater than the amount billed to the defaulting customer for sixty days of service or two monthly bills. After thirty days from the transfer, the utility company may make the guarantor subject to disconnection procedures, if the amount transferred still remains unpaid.

(D) An applicant who owes an unpaid bill for previous residential service, whether the bill is owed as a result of service provided to that applicant or is owed under a guarantor agreement, shall not have satisfactorily established or reestablished his/her financial responsibility as long as the bill remains unpaid.

#### 4901:1-17-03 Appendix

Appendix: Guarantor agreement form

<https://puco.ohio.gov/wps/portal/gov/puco/utilities/electricity/resources/guarantor-form>

Last updated November 1, 2021 at 12:44 AM

Supplemental Information

Authorized By: 4905.04

Amplifies: 4905.06, 4933.17

Five Year Review Date: 9/22/2026

Prior Effective Dates: 9/1/2004

Rule 4901:1-17-04 | Deposit to reestablish creditworthiness.

Effective: November 1, 2021 Promulgated Under: 111.15 PDF: Download Authenticated PDF

(A) A utility company may require a customer to make a deposit or an additional deposit on an account, as set forth in this rule and pursuant to rules 4901:1-17-03 and 4901:1-17-05 of the

Administrative Code, to reestablish creditworthiness for tariffed service based on the customer's credit history on that account with that utility company. The utility company may require a customer whose service has been disconnected to pay a deposit, in addition to any charges under the applicable reconnection rules in Chapter 4901:1-15 of the Administrative Code (waterworks and/or sewage disposal) and Chapter 4901:1-18 of the Administrative Code (electric, gas, and natural gas).

(B) After considering the totality of the customer's circumstances, a utility company may require a deposit if the customer has not made full payment or payment arrangements for two consecutive bills containing a past due balance for regulated services provided by that utility company.

(C) A utility company may require a deposit if the applicant for service was a customer of that utility company, during the preceding twelve months, and had service disconnected for nonpayment, a fraudulent act, tampering, or unauthorized reconnection.

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Supplemental Information

Authorized By: 4905.04

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Five Year Review Date: 9/22/2026

Prior Effective Dates: 11/1/2010

Rule 4901:1-17-05 | Deposit administration provisions.

Effective: November 1, 2010 Promulgated Under: 111.15 PDF: Download Authenticated PDF

(A) No utility company, as defined in this chapter shall require a cash deposit to establish or reestablish credit in an amount in excess of one-twelfth of the estimated charge for regulated service(s) provided by that utility company for the ensuing twelve months, plus thirty per cent of the monthly estimated charge. Each utility company, upon request, shall furnish a copy of rules 4901:1-17-03 to 4901:1-17-06 of the Administrative Code, to the applicant/customer from whom a deposit is required. If a copy of rules 4901:1-17-03 to 4901:1-17-06 of the Administrative Code is provided to the applicant/customer, the utility company shall also provide the name, address, website address, and telephone number of the public utilities commission of Ohio.

(B) Upon receiving a cash deposit, the utility company shall furnish to the applicant/customer a receipt that displays all of the following information:

- (1) The name of the applicant/customer.
- (2) The address of the premises to be served.
- (3) The billing address for the service.

(4) The amount of the deposit and a statement that the rate of interest to be paid on the deposit will be not less than three per cent per annum if the deposit is held for one hundred eighty days or longer.

(C) Each utility company shall accrue interest at a rate of at least three per cent per annum per deposit held for one hundred eighty days or longer. Interest shall be paid to the customer when the deposit is refunded or deducted from the customer's final bill. A utility company shall not be required to pay interest on a deposit it holds for less than one hundred eighty days. No utility company shall be required to pay additional interest on a deposit after discontinuance of service, if the utility company has made a reasonable effort to refund the deposit. A utility company shall dispose of any unclaimed deposit, plus accrued interest, in conformity with Chapter 169. of the Revised Code.

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Supplemental Information

Authorized By: 4905.04

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Five Year Review Date: 9/22/2026

Prior Effective Dates: 5/16/1971

Rule 4901:1-17-06 | Refund of deposit and release of guarantor.

Effective: November 1, 2010 Promulgated Under: 111.15 PDF: Download Authenticated PDF

(A) After discontinuing service, the utility company shall promptly apply the customer's deposit, including any accrued interest, to the final bill. The utility company shall promptly refund to the customer any deposit, plus any accrued interest, remaining, unless the amount of the refund is less than one dollar. A transfer of service from one customer location to another within the service area of the utility company does not prompt a refund of the deposit or a release of the guarantor.

(B) The utility company shall review each account holding a deposit or a guarantor agreement every twelve months and promptly refund the deposit, plus any accrued interest in accordance with paragraph (A) of this rule, or release the guarantor, if the account meets the following criteria:

(1) The customer has paid his/her bills for service for twelve consecutive months without having had service disconnected for nonpayment.

(2) The customer has not had more than two occasions in the preceding twelve months on which his/her bill was not paid by the due date.

(3) The customer is not delinquent in the payment of his/her bills at the time of the review.

(C) The utility company shall promptly return the deposit, plus any accrued interest in accordance with paragraph (A) of this rule, upon the customer's request at any time the

customer's credit has been otherwise established or reestablished, in accordance with this chapter of the Administrative Code.

(D) Once the customer satisfies the requirements for release of the guarantor, pursuant to paragraph (B) of this rule, the utility company shall notify the guarantor in writing, within thirty days, that the guarantor is released from all further responsibility for the account.

(E) If a guarantor submits a written request to the utility company for a release of financial responsibility related to a customer's account, the utility company shall, within ten calendar days, advise the customer who provided the guarantor that the guarantor's responsibility to the customer's account will end by a specific date (thirty days from the receipt of the guarantor's request). The utility company shall also advise the customer that prior to the specific end date of the guarantor's responsibility, he/she must reestablish creditworthiness through an alternate means as prescribed by paragraph (A) of rule 4901:1-17-03 of the Administrative Code, or be subject to disconnection according to the applicable disconnection rules in Chapter 4901:1-15 of the Administrative Code (waterworks and/or sewage disposal) and Chapter 4901:1-18 of the Administrative Code (gas and natural gas).

Last updated September 22, 2021 at 3:04 PM

Supplemental Information

Authorized By: 4905.04

Amplifies: 4905.06, 4905.22, 4933.17

Five Year Review Date: 9/22/2026

Prior Effective Dates: 9/1/2004

Rule 4901:1-17-07 | Record of deposit.

Effective: November 1, 2021 Promulgated Under: 111.15 PDF: Download Authenticated PDF  
Each utility company holding a cash deposit shall maintain, for at least three years after the deposit is refunded or otherwise disposed of in accordance with applicable law, a record that displays all of the following information:

(A) The name and current or last known billing address of each depositor.

(B) The amount and date of the deposit.

(C) Each transaction concerning the deposit.

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Authorized By: 4905.04

Amplifies: 4905.06, 4905.22, 4933.17

Five Year Review Date: 9/22/2026

Prior Effective Dates: 4/15/2015

Rule 4901:1-17-08 | Applicant and/or customer rights.

Effective: April 15, 2015 Promulgated Under: 111.15 PDF: Download Authenticated PDF

(A) Each utility company that requests a cash deposit shall notify the applicant/customer of all options available to establish credit as listed in paragraph (A) of rule 4901:1-17-03 of the Administrative Code.

(B) If an applicant for gas or natural gas service indicates that his/her household income is such that the applicant may be eligible for the gas percentage of income payment plan (PIPP) program, the gas or natural gas utility company shall advise the applicant that he/she may apply for the gas PIPP program, in accordance with rule 4901:1-18-12 of the Administrative Code.

(C) If a utility company requires a cash deposit to establish or reestablish service and the applicant/customer expresses dissatisfaction with the utility company's decision, the utility company shall inform the applicant/customer of the following:

- (1) The reason(s) for its decision and how the deposit was calculated.
- (2) How to contest the utility company's decision.
- (3) The right to have the utility company's decision reviewed by an appropriate utility company supervisor.
- (4) The right to have the commission staff verify whether the utility company's decision complies with these rules, and provide the applicant/customer the telephone number, address, and the website address of the public utilities commission of Ohio as stated below:

"If you wish to have the commission staff review the company's decision for a security deposit, you may call the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.puco.ohio.gov/puco>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service)."

(D) Upon request, each utility company shall send the information required by paragraph (C) of this rule to the applicant/customer, in writing, within five business days of the request.

Last updated September 22, 2021 at 3:04 PM

Rule 4901:1-18-01 | Definitions.

Effective: November 1, 2021 Promulgated Under: 111.15 PDF: Download Authenticated PDF  
For purposes of this chapter, the following definitions shall apply:

(A) "Applicant" means any person who requests or makes application with a utility company for any of the following residential services: electric, gas, or natural gas.

(B) "Arrearages" means for each percentage of income payment plan plus (PIPP plus) customer such customer's accrued charges at the time the customer enrolls in the PIPP plus program, plus accumulated charges while enrolled in PIPP plus, but does not include current or past due monthly PIPP plus payments.

(C) "Bona fide dispute" means a complaint registered with the commission's call center or a formal complaint filed with the commission's docketing division.

(D) "Collection charge" means a tariffed charge assessed to a residential customer by a utility company when payment or proof of payment is given to a utility company authorized agent or employee sent to disconnect the service and who is authorized to accept payment in lieu of disconnection.

(E) "Commission" means the public utilities commission of Ohio.

(F) "Consumer" means any person who is an ultimate user of electric, gas, or natural gas utility service.

(G) "Customer" means any person who enters into an agreement, whether by contract or under a tariff, to purchase electric, gas, or natural gas utility service.

(H) "Customer premise" means the service address where the customer receives the residential electric, gas, or natural gas utility service.

(I) "Default" means the failure to make the required payment on an extended payment plan by the due date.

(J) "Extended payment plan" means an agreement between the customer and the company that requires the customer to make payments over a set period of time to the company on unpaid amounts owed to the company.

(K) "Former percentage of income payment plan plus customer" (former PIPP plus customer) means a customer that (1) remains within the gas or natural gas utility company's service territory; (2) either elects to terminate participation in the PIPP plus program or is no longer eligible to participate in the PIPP plus as a result of an increase in the household income or change in the household size; and (3) is not in a graduate PIPP plus.



(L) "Fraudulent act" means an intentional misrepresentation or concealment by the customer or consumer of a material fact that the electric, gas, or natural gas utility company relies on to its detriment. "Fraudulent act" does not include tampering.

(M) "Graduate percentage of income payment plan plus customer" (graduate PIPP plus customer) means a customer who was previously enrolled in a PIPP plus and who meets the requirements, as set forth in rule 4901:1-18-16 of the Administrative Code, to participate in the transitional phase of the income-based payment plan for low-income, residential customers served by regulated electric, gas, and natural gas utility companies.

(N) "Household income" has the meaning attributed to it by the Ohio department of development, office of community services, in the administration of the home energy assistance program.

(O) "On-time payment" means for the purpose of applying incentive credits, a PIPP plus installment received by the gas or natural gas company prior to the date that the next bill is issued.

(P) "Percentage of income payment plan plus" (PIPP plus) means the income-based payment plan for low-income, residential customers served by regulated electric, gas, and natural gas utility companies.

(Q) "PIPP plus anniversary date" means the calendar date by which the PIPP plus customer must be current on his or her income-based PIPP plus payments to continue participation in PIPP plus. The anniversary date shall be at or about every twelve months from when the customer enrolled in PIPP plus. This date is used to calculate when any missed income-based PIPP plus payments are due for continued PIPP plus program participation. This date is used to review and recalculate the arrearage credit, if necessary.

(R) "PIPP plus customer" means the customer currently enrolled in PIPP plus.

(S) "PIPP plus reverification date" means the calendar date by which the PIPP plus customer must document his or her household income and household size to continue participation in the PIPP plus program or participate in the graduate PIPP plus program. The reverification date shall be every twelve months from when the customer last reverified.

(T) "Tampering" means to interfere with, damage, or by-pass a utility meter, conduit, or attachment with the intent to impede the correct registration of a meter or the proper functions of a conduit or attachment so as to reduce the amount of utility service that is registered on the meter. Tampering includes the unauthorized reconnection of an electric, gas, or natural gas meter, or a conduit or attachment that has been disconnected by the utility company.

(U) "Utility company" means all persons, firms, or corporations engaged in the business of providing electric, gas, or natural gas service to consumers as defined in division (A)(06) of section 4928.01, division (A)(4) of section 4905.03, and division (G) of section 4929.01 of the Revised Code, respectively.

(V) "Winter heating season" means the time period from November first through April fifteenth.

Last updated November 2, 2021 at 10:07 AM

Supplemental Information

Authorized By: 4905.04, 4905.28

Amplifies: 4905.06, 4905.22, 4933.12, 4933.121, 4933.122

Five Year Review Date: 9/22/2026

Prior Effective Dates: 11/1/2010, 4/15/2015

Rule 4901:1-18-02 | General provisions.

Effective: November 1, 2021 Promulgated Under: 111.15 PDF: Download Authenticated PDF

(A) The rules in this chapter apply to all electric, gas, and natural gas utility companies that provide service to residential customers, including residential consumers in master-metered premises, and residential consumers whose utility services are included in rental payments.

(B) Nothing contained in this chapter shall in any way preclude the commission from any of the following:

(1) Altering, or amending, in whole or in part, the rules and regulations in this chapter.

(2) Prescribing different standards for the disconnection and reconnection of electric, gas, or natural gas service as deemed necessary by the commission.

(3) Waiving any requirement, standard, or rule set forth in this chapter for good cause shown, as supported by a motion and supporting the memorandum. The application for a waiver shall include the specific rule(s) requested to be waived. If the request is to waive only a part or parts of a rule, then the application should identify the appropriate paragraphs to be waived. The waiver request shall provide sufficient explanation, by rule, to allow the commission to thoroughly evaluate the waiver request.

(C) Except as set forth in this rule, the rules of this chapter supersede any inconsistent provisions, terms, and conditions of electric, gas, and natural gas companies' tariffs. Electric, gas, and natural gas companies may adopt or maintain tariffs providing greater protection for customers or consumers.

(D) The rules in this chapter allow the use of electronic transactions and all notices, if the customer and the utility company are both in agreement regarding such use and such use is consistent with commission requirements or guidelines. The utility company shall advise the customer that if he/she chooses this option, the disconnection notice will only be provided electronically. The customer does not affirmatively consent to electronic notices by merely paying the bill electronically. The customer may withdraw consent to communicate electronically at any time.

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Supplemental Information

Authorized By: 4905.04

Amplifies: 4905.06, 4905.22, 4905.30, 4933.12, 4933.121, 4933.122, 4933.17

Five Year Review Date: 9/22/2026

Prior Effective Dates: 11/1/2010

Rule 4901:1-18-03 | Reasons for disconnecting residential electric, gas, or natural gas service.

Effective: November 1, 2021 Promulgated Under: 111.15 PDF: Download Authenticated PDF  
Electric, gas, or natural gas utility companies under the jurisdiction of the commission may disconnect service to residential customers only for the following reasons:

- (A) When a customer/consumer uses electricity, gas, or natural gas in a manner detrimental to the service to other consumers.
- (B) When providing service is in conflict or incompatible with any order of the commission, court of law, laws of the state of Ohio or any political subdivision thereof, or of the federal government or any of its agencies.
- (C) When the customer has moved from the service location, and the property owner is subject to notice under paragraph (A)(3)(d) of rule 4901:1-18-06 of the Administrative Code.
- (D) When supplying electricity, gas, or natural gas creates a safety hazard to consumers or their premises, the public, or to the company's personnel or facilities or where, because of conditions beyond the consumer's premises, disconnection of the supply of electricity, gas, or natural gas is reasonably necessary. The company shall not restore service until the hazardous condition(s) has been corrected.
- (E) When a customer, consumer, property owner, landlord, or his/her agent does any of the following:
  - (1) Prevents utility company personnel from reading the meter for a year or more.
  - (2) After notice and a reasonable period of time, prevents utility company personnel from accessing, calibrating, maintaining, or replacing the utility company's meter, metering equipment, or other utility company property used to supply service.
  - (3) Resorts to any fraudulent act to obtain electric, gas, or natural gas service, is the beneficiary of the fraudulent act, or tampers with the utility company's meter, metering equipment, or other property used to supply the service.
- (F) For repairs, provided that notice to customers is given prior to scheduled maintenance interruptions in excess of four hours.
- (G) Upon the request of the customer. If the customer is a landlord, then the provisions of paragraph (K) of rule 4901:1-18-08 of the Administrative Code, shall also apply.

(H) For nonpayment of regulated services provided by the utility company, including nonpayment of security deposits.

(I) For good cause shown.

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Prior Effective Dates: 7/27/1980, 6/13/1981, 4/15/2015

Rule 4901:1-18-04 | Delinquent bills.

Effective: November 1, 2010 Promulgated Under: 111.15 PDF: Download Authenticated PDF

(A) Individually metered residential service accounts will be considered delinquent and subject to the utility company's disconnection procedures for nonpayment if the account meets one of the following criteria:

(1) The customer has not made full payment or arrangements for payment by the due date, for any given bill containing a previous balance for regulated services provided by the utility company.

(2) The customer is in default on an extended payment plan.

(3) The customer fails to make the initial payment on an extended payment plan.

(B) The minimum payment necessary in order to avoid the disconnection procedures shall not be greater than the delinquent amount, i.e., that portion of the bill that represents a previous balance for regulated services provided by the utility company.

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Supplemental Information

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Five Year Review Date: 9/22/2026

Prior Effective Dates: 9/1/2004

Rule 4901:1-18-05 | Extended payment plans and responsibilities.

Effective: November 1, 2021 Promulgated Under: 111.15 PDF: Download Authenticated PDF

(A) Upon contact by a customer whose account is delinquent or who desires to avoid a delinquency, the utility company shall inform the customer that it will make reasonable extensions or other extended payment plans appropriate for both the customer and the utility company. If the customer proposes payment terms, the utility company may exercise discretion

in the acceptance of the payment terms based upon the account balance, the length of time that the balance has been outstanding, the customer's recent payment history, the reasons why payment has not been made, and any other relevant factors concerning the customer including health, age, and family circumstances.

(B) If the customer fails to propose payment terms acceptable to the utility company, the utility company shall then advise the customer of the availability of all of the following extended payment plans and the percentage of income payment plan plus (PIPP plus). If a customer requests additional information about PIPP plus, the utility company shall inform the customer of the eligibility requirements as set forth in paragraphs (B) and (C) of rule 4901:1-18-12 of the Administrative Code (gas PIPP plus) or to Chapter 122:5-3 of the Administrative Code (electric PIPP plus), provide the customer with a copy of PIPP plus literature and direct the customer to the toll-free telephone number of the Ohio department of development which the customer may call to identify the local energy assistance provider or other community-based nonprofit organization designated by the Ohio department of development to offer services in the customers service area. In addition to PIPP plus, the extended payment plans are:

(1) One-sixth plan - A plan that requires six equal monthly payments on the past due balances in addition to full payment of the current bill.

(2) One-ninth plan - A plan that requires nine equal monthly payments on the past due balances in addition to a budget payment plan for the projected monthly bills, which will end nine months from the initial payment. The budget portion of the payments may be adjusted periodically during the nine-month period as needed.

(3) Winter heating season plan - In addition to the one-sixth and one-ninth plans in this paragraph, during the winter heating season, the utility company shall offer to any customer not already on a payment plan, the one-third payment plan for any bills that include any usage occurring from November first to April fifteenth of each year. The one-third plan requires payment of one-third of the balance due each month (past due balances plus the current bill). For any outstanding balance remaining after the last one-third bill has been rendered, the utility company shall remove the customer from the one-third payment plan and shall offer the customer the option to pay the balance, or to enter into one of the other plans in this paragraph, or to enroll in PIPP plus, provided that he/she meets the qualifications for that PIPP plus plan.

(C) A customer who is in default on an agreed-upon extended payment plan in paragraph (A) of this rule shall be offered the payment plans in paragraph (B) of this rule and PIPP plus, provided that he/she meets the qualifications for that plan. A customer who is in default on one of the extended payment plans in paragraph (B) of this rule shall be offered PIPP plus, provided that he/she meets the qualifications for the PIPP plus plan. If a customer is having difficulty complying with any payment plan and requests that the utility company review that payment plan, the utility company may agree to modify the payment plan to meet both the customer's and utility company's needs.

(D) For customers without arrearages, the utility company shall also offer a budget plan (a uniform payment plan).

(E) If a customer informs the utility company of a medical problem, the utility company shall inform the customer of the medical certification program as provided in paragraph (C) of rule 4901:1-18-06 of the Administrative Code.

(F) A customer's failure to make any payment under one of the payment plans in paragraph (B) of this rule or PIPP plus shall entitle the utility company to disconnect service in accordance with the procedures set forth in rule 4901:1-18-06 of the Administrative Code.

(G) The utility company shall advise the customer, who enters into an extended payment plan, that it will provide the customer with the terms of the plan in writing. The utility company shall also advise the customer that failure to make a payment under the extended payment plan may result in the disconnection of service in accordance with the procedures set forth in rule 4901:1-18-06 of the Administrative Code.

(H) No utility company shall charge late payment fees to customers that are current on the payment plans identified in paragraph (A) or (B) of this rule or PIPP plus.

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Prior Effective Dates: 10/6/1982, 1/9/1984, 1/8/1985, 12/7/1991

Rule 4901:1-18-06 | Disconnection procedures for electric, gas, and natural gas utilities.

Effective: November 1, 2021 Promulgated Under: 111.15 PDF: Download Authenticated PDF

(A) If a residential customer is delinquent, as defined in paragraph (A) of rule 4901:1-18-04 of the Administrative Code, in paying for regulated services, the utility company may, after at least fourteen days' notice, disconnect the customer's service during normal utility company business hours in compliance with all of the following conditions.

(1) No disconnections for nonpayment shall be made after twelve-thirty p.m. on the day preceding a day on which all services necessary for the customer to arrange and the utility company to perform reconnection are not regularly performed.

(2) On the day of disconnection of service, the utility company shall provide the customer with personal notice. If the customer is not at home, the utility company shall provide personal notice to an adult consumer. If neither the customer nor an adult consumer is at home, the utility company shall attach written notice to the premises in a conspicuous location prior to disconnecting service.

(3) Third-party or guarantor notification.

(a) Each utility company shall permit a residential customer to designate a third party to receive notice of the pending disconnection of the customer's service and any other delinquent payment reminder notices sent to the customer. If the customer has a guarantor, the guarantor shall receive notice of the pending disconnection of the guaranteed customer's service and any other delinquent payment reminder notices sent to the guaranteed customer, pursuant to rule 4901:1-17-03 of the Administrative Code. The utility company shall notify the third party or the guarantor at least fourteen days prior to disconnecting the customer's service.

(b) The utility company shall inform the third party that his/her receipt of such notices does not constitute acceptance of any liability by the third party for payment for service provided to the customer unless the third party has also agreed, in writing, to be a guarantor for the customer.

(c) In compliance with division (E) of section 4933.12 and division (D) of section 4933.121 of the Revised Code, if the utility company plans to disconnect the residential utility service of a customer for the nonpayment of his/her bill, and that customer resides in an Ohio county in which the department of job and family services has provided the utility company with a written request for notification of residential service disconnection prior to the disconnection, then the utility company shall provide, during the period of the fifteenth of November to the fifteenth of April, the appropriate county department of job and family services with a listing, electronically if feasible, of those customers whose service will be disconnected for nonpayment. This information will include at a minimum, the customer's first name, middle initial, last name, service address, and county of residence, and shall be made available to the county department of job and family services simultaneous with the generation of any ten-day disconnection notices being distributed to customers. The county department of job and family services may use this information to assist customers in the payment of delinquent utility bills in an effort to avoid disconnection of service.

(d) Upon the request of a property owner or the agent of a property owner, each utility company shall provide the property owner or the agent of a property owner with at least three days' advance notice when service to his/her property is to be disconnected either at the request of a residential customer who is a tenant or for nonpayment.

(4) Utility company employees or agents of the utility company who disconnect service at the premises may or may not, at the discretion of the utility company, be authorized to make extended payment arrangements. Utility company employees or agents who disconnect service shall be authorized to complete one of the following:

(a) Accept payment in lieu of disconnection.

(b) Dispatch an employee to the premises to accept payment.

(c) Make available to the customer another means to avoid disconnection.

(5) The disconnection notice may be mailed separately or included on the regular monthly bill. If the notice is included on the regular monthly bill, it shall be prominently identified as a



disconnection notice. The following information shall be clearly displayed either on the disconnection notice or in documents accompanying the disconnection notice:

- (a) The delinquent billing account number, the total amount required to prevent disconnection of the regulated services provided by the utility company, and/or any security deposit owed at the time of the notice.
- (b) The earliest date when disconnection may occur.
- (c) The local or toll-free number and address of the utility company's office for customers to contact about their account.
- (d) The following statement:

"If you have a complaint in regard to this disconnection notice that can not be resolved after you have called (name of utility company), or for general utility company information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio consumer counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>."

- (e) A statement that the customer's failure to pay the amount on the disconnection notice at the utility company's office or to one of its authorized agents before the date specified on the disconnection notice may require payment of a security deposit and a charge for reconnection. The statement shall also include the amount of the security deposit and the reconnection charge.
- (f) If applicable, a statement that the failure to pay charges for nontariffed products or services may result in the loss of those products and/or services.
- (g) An explanation of the payment plans and options available to a customer whose account is delinquent, as provided in this rule and rule 4901:1-18-05 of the Administrative Code, and percentage of income payment plan (PIPP plus), pursuant to rule 4901:1-18-12 of the Administrative Code, and, when applicable, rule 4901:1-18-09 of the Administrative Code.
- (h) If disconnection of service is to occur as a result of nonpayment, a statement that a medical certification program and forms are available from the utility company for customers or consumers where the disconnection of service would be especially dangerous to the health of those persons.
- (i) A statement that a listing of the utility company's authorized payment agents is available by calling the utility company's toll-free customer service number.

(B) No utility company shall disconnect the service of a customer for nonpayment where the date of disconnection occurs within the period of November first through April fifteenth, unless the utility company completes each of the following:

(1) Makes contact with the customer or other adult consumer at the premises ten days prior to disconnection of service by personal contact, telephone, or hand-delivered written notice. Utility companies may also make contact by sending the notice by regular, U.S. mail; however, such notice must allow three calendar days for mailing. This additional notice shall extend the date of disconnection, as stated on the fourteen-day notice required by paragraph (A) of this rule, by ten additional days.

(2) Informs the customer or adult consumer that sources of federal, state, and local government aid for payment of utility bills and for home weatherization are available at the time the utility company delivers the notice required in paragraph (A) or (B)(1) of this rule, and provides sufficient information to allow the customer to further pursue available assistance.

(3) Informs the customer of the right to enter into any of the payment plans set forth in paragraph (B) of rule 4901:1-18-05 of the Administrative Code, or to enroll in PIPP plus. If the customer does not respond to the notice described in paragraph (B)(1) of this rule, or refuses to accept a payment plan or fails to make the initial payment on a payment plan referenced in this paragraph, the utility company may disconnect service after the ten-day notice expires.

**(C) Medical certification**

(1) In accordance with the certification requirements of this rule, the utility company shall not disconnect residential service for nonpayment for either of the following situations:

(a) If the disconnection of service would be especially dangerous to the health of any consumer who is a permanent resident of the premises.

(b) When the disconnection of service would make operation of necessary medical or life-supporting equipment impossible or impractical.

(2) The medical condition or the need for medical or life-supporting equipment shall be certified to the utility company by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified nurse-midwife, or local board of health physician.

(3) The utility company shall act in accordance with the following medical certification requirements:

(a) Upon request of any residential consumer, the utility company shall provide a medical certification form to the customer or to any of the health care professionals identified in paragraph (C)(2) of this rule. The utility company shall use the medical certification form posted on the commission's website.

(b) The certification of the medical condition or the need for the medical or life-supporting equipment required by paragraph (C)(1) of this rule shall be in writing and shall include the name of the person to be certified; a statement that the person is a permanent resident of the premises in question; the name, business address, and telephone number of the certifying party; a statement of the need for the medical or life-supporting equipment, if applicable; and a signed statement by the certifying party that disconnection of service will be especially dangerous to the health of a permanent resident of the premises.

(c) Initial certification by the certifying party may be by telephone if written certification is forwarded to the utility company within seven calendar days.

(d) Certification shall prohibit disconnection of service for thirty calendar days.

(e) If a medical certificate is used to avoid disconnection, the customer shall enter into an extended payment plan prior to the end of the medical certification period or be subject to disconnection. The initial payment on the plan shall not be due until the end of the certification period.

(f) If service has been disconnected for nonpayment within twenty-one calendar days prior to the certification of either a special danger to the health of a qualifying resident or the need for medical or life-supporting equipment, the utility company shall restore service to that residence once the certifying party provides the required certification to the utility company and the customer agrees to an extended payment plan.

(g) If certification is provided to the utility company prior to three-thirty p.m., the utility company shall restore the customer's service within the same day. If the certification is received after three-thirty p.m., the utility company shall reconnect service by the earliest time possible on the following business day. Also, if the certification is received after three-thirty p.m. on a day that precedes a day on which all services necessary for the customer to arrange and the utility company to perform reconnection are not regularly performed, the utility company shall make an effort to restore service by the end of that day.

(h) A consumer may renew the certification two additional times (thirty days each) by providing additional certificates to the utility company. The total certification period may not exceed ninety days per household in any twelve-month period.

(4) The electric utility company shall give notice of availability of medical certification to its residential customers by means of bill inserts or special notices at the beginning of the winter heating period and at the beginning of the summer cooling period. The natural gas utility company shall give notice of the availability of medical certification to its residential customers by means of bill inserts or special notices at the beginning of the winter heating period.

(5) If there is an outstanding balance for a returned check on the customers account, the utility company may refuse the medical certification, so long as notice has been given to the customer in accordance with rules 4901:1-10-20 and 4901:1-13-09 of the Administrative Code. Such notice shall also advise the customer that there is a returned check balance on the account and

that the utility company may deny the customers use of medical certificates if that balance is not paid.

(D) This provision is to address circumstances where an electric, gas, or natural gas utility company cannot gain access to disconnect service at a particular service location after receiving a request for disconnection from the customer of record.

(1) If the utility company is denied access to disconnect service, the utility company may subsequently disconnect the utility service in accordance with the provisions of paragraph (I) of rule 4901:1-18-03 of the Administrative Code.

(2) If the property in question is a multi-unit dwelling, then the electric, gas, or natural gas utility company shall comply with the provisions of rule 4901:1-18-08 of the Administrative Code.

(3) The customer of record requesting termination of service will not be financially responsible for the utility service consumed from the date of move-out, unless the customer of record is the individual who denied the utility company's access to disconnect service or the customer of record continues to reside at the premises. The utility company may require the customer to affirm in writing the date on which the customer vacated the premises.

(E) This provision is to address circumstances where an electric, gas, or natural gas utility company elects to leave the utility service on at a particular service location for the utility company's convenience after receiving a request for disconnection from the customer of record.

(1) If the new resident does not contact the utility company to establish service, the utility company may subsequently disconnect the utility service in accordance with the fraud provisions in paragraph (C) of rule 4901:1-10-20 of the Administrative Code (electric) and paragraph (C) of rule 4901:1-13-09 of the Administrative Code (gas and natural gas).

(2) Under the circumstance where the new resident becomes an applicant for service and is required to pay a deposit to establish financial responsibility, the utility company must advise the applicant of the date that the utility service may be disconnected for nonpayment of the deposit.

(3) Under either circumstance where the new resident becomes a consumer of the electric, gas, or natural gas service that was left on by the utility company, the consumer will be financially responsible for the utility service consumed from the date of move-in.

(F) A landlord/property owner may elect to leave the utility service on at a particular service location for the landlord/property owner's convenience under the provisions of a landlord reversion agreement with the electric, gas, or natural gas utility.

(1) The landlord/property owner shall be given a copy of the relevant terms and conditions of the landlord reversion agreement, including specific terms identifying when the service will revert to the landlord/property owner's name, and any costs of such service.

(2) Under the circumstance where a new resident becomes an applicant for service and is required to pay a deposit to establish financial responsibility, the utility company must advise the applicant of the date that the utility service may be disconnected for nonpayment of the deposit.

(3) Under the circumstance where the new resident becomes a consumer of the electric, gas, or natural gas service that was left on by virtue of the landlord/reversion agreement, the consumer will be financially responsible for the utility service consumed from the date of move-in, as indicated in the terms of the lease agreement.

(G) Upon request of the customer, the utility company shall provide an opportunity for review of the initial decision to disconnect the service. The utility company shall review the circumstances surrounding the disconnection, escalate the review to an appropriate supervisor if requested, and inform the customer of the decision upon review as soon as possible. At the customer's request, the utility company shall respond in writing.

(H) The utility company when contacted by the commission's staff shall respond to an inquiry concerning an imminent disconnection or actual disconnection within one business day. At the request of commission staff, the utility company shall respond in writing. Commission staff will notify the customer of the utility company's response.

(I) The utility company shall include in its tariff its current standard practices and procedures for disconnection, including any applicable collection and reconnect charges. Any utility company proposing changes to its disconnection notice shall submit a copy to commission staff for review.

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#### Supplemental Information

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Five Year Review Date: 9/22/2026

Prior Effective Dates: 12/3/1994, 11/1/2010

Rule 4901:1-18-07 | Reconnection of service.

Effective: November 1, 2021 Promulgated Under: 111.15 PDF: Download Authenticated PDF

(A) Upon payment or proof of payment of the delinquent amount as stated on the disconnection notice, or of an amount sufficient to cure the default on an extended payment plan or the percentage of income payment plan plus (PIPP plus) and applicable reconnection charge, the utility company shall reconnect service that has been disconnected for nonpayment pursuant to the following provisions:

(1) For customers disconnected from service for ten business days or less, the utility company may assess a reconnection charge and shall reconnect service by the close of the following regular utility company working day. Pursuant to rule 4901:1-18-05 of the Administrative Code, the amount sufficient to cure the default for customers on extended payment plans shall include all amounts that would have been due and owing under the terms of the applicable extended

payment plan, absent default, on the date that service is reconnected. Under paragraph (D)(2)(b) of rule 4901:1-18-12 of the Administrative Code, the amount sufficient to cure the default for PIPP customers includes all amounts that would have been due for any missed PIPP plus payments, but not more than the arrearage balance.

(2) For customers disconnected from service for more than ten business days, the utility company may treat the customers as new customers and connect service consistent with the timeframes in rules 4901:1-10-09, 4901:1-13-05 and paragraph (C) of rule 4901:1-17-04 of the Administrative Code. In addition, the utility company may assess the customer a reconnection charge in accordance with approved tariffs. Pursuant to paragraph (D)(2)(b) of rule 4901:1-18-12 of the Administrative Code, PIPP plus customers shall be required to pay any missed PIPP plus payments but not more than the arrearage balance. PIPP plus customers shall not be required to pay a deposit pursuant to rule 4901:1-18-15 of the Administrative Code.

(B) If service is disconnected for nonpayment for no more than ten business days, to guarantee the reconnection of service the same day on which payment is rendered:

(1) The customer must provide proof of payment, as required in paragraph (A)(1) of this rule to the utility company no later than twelve-thirty p.m.

(2) If the customer requests that reconnection occur after normal business hours, and such service is offered by the utility company, the utility company may require the customer to pay or agree to pay the utility company's approved tariff charges for after-hours reconnection. The utility company may collect this fee prior to reconnection or with the customer's next monthly billing.

(C) The utility company shall not assess a reconnection charge unless the utility company has actually disconnected the service. The utility company may, however, assess a collection charge if the collection charge is part of the utility company's approved tariff. A collection charge shall not be assessed more than once per billing cycle.

(D) If the utility company accepts a guarantor in order to reestablish service, it shall follow all of the requirements of paragraph (A)(5) of rule 4901:1-17-03 of the Administrative Code.

(E) This provision addresses cases of tampering and unauthorized reconnection of services.

(1) When a utility company has disconnected a meter in connection with alleged tampering, or unauthorized reconnection of a gas, or electric meter, conduit, or attachment of a utility, there shall be a rebuttable presumption that the person in possession or control of the meter, conduit, or attachment at the time the tampering or reconnection occurred is the party obligated to pay for the service rendered through the meter, conduit, or attachment.

(2) If the responsible party does not contest the disconnection under the circumstances stated in this paragraph or paragraph (E)(3) of rule 4901:1-18-03 of the Administrative Code the company need not restore service until the party has completed each of the following:



- (a) Given satisfactory assurance that the fraudulent or tampering act has been discontinued.
  - (b) Paid to the utility company an amount estimated by the company to be reasonable compensation for unauthorized usage obtained and not paid for at the time of disconnection.
  - (c) Paid for any damage to property of the utility company including any cost to repair the damage.
  - (d) Paid all other fees and charges authorized by tariff resulting from the fraudulent act or tampering.
- (3) The provisions of paragraph (E)(2) of this rule do not apply in situations where the responsible party, as determined by paragraph (E)(1) of this rule, is either a tenant or consumer who no longer resides at the premises or a property owner who has taken possession of the property after the tampering or unauthorized reconnection occurred.
- (4) In the event the responsible party was a tenant who no longer resides at the premises where the tampering took place, the utility company may deny service to that party in accordance with the provisions of paragraph (E)(2) of this rule.

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Prior Effective Dates: 4/15/2015

Rule 4901:1-18-08 | Landlord-tenant provisions.

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This rule is to address circumstances where the utility company knows that the customer is the landlord for a multi-unit dwelling (i.e., tenants who receive master-metered services) or for a single-occupancy dwelling where the utilities are included in the rent. A utility company may disconnect the utility service of these consumers, for nonpayment by the landlord, only in accordance with the following:

(A) The utility company shall give a notice of disconnection of service to the landlord/agent at least fourteen days before the disconnection would occur. If, at the end of the fourteen-day notice period, the customer has not paid or made payment arrangements for the bill to which the fourteen-day notice relates, the utility company shall then make a good faith effort by mail, or otherwise, to provide a separate ten-day notice of pending disconnection to the landlord/agent, to each unit of a multi-unit dwelling (i.e., each tenant who receives master-metered service), and to single-occupancy dwellings where the utilities are included in the rent. This ten-day notice shall be in addition to the fourteen-day notice given to the landlord/agent. This notice requirement shall be complied with throughout the year. In a multi-unit dwelling, written notice shall also be placed in a conspicuous place.



(B) The utility company shall also provide all of the following information in its ten-day notice:

(1) A summary of the remedies tenants may choose to prevent disconnection or to have service reconnected.

(2) A statement to inform tenants that a list of procedures and forms to prevent disconnection or to have service reconnected are available from the utility company upon request. A model form of the tenants' ten-day notice is attached as appendix A to this rule.

(C) The utility company shall inform any consumer inquiring about the notice, posted pursuant to paragraph (A) of this rule, of the amount due for the current month's bill and that the disconnection of service may be prevented if the consumer(s) makes a single payment to the utility company in the amount of the current month's bill.

(D) The utility company shall credit to the appropriate account any payment made by tenants equal to or exceeding the landlord's current bill for those premises. The utility company is under no obligation to accept partial payment from individual tenants. The utility company may choose to accept only a single payment from a representative acting on behalf of all the tenants.

(E) No utility company shall disconnect service to master-metered premises, or to a single-occupancy dwelling where utilities are included in the rent, when all of the following actions take place:

(1) A tenant delivers to the utility company a copy of the written notice required by division (A) of section 5321.07 of the Revised Code, signed by fifty per cent or more of the tenants of the occupied dwelling units in a multi-unit dwelling, or the tenant in a single-occupancy dwelling, which notice shall designate the imminent disconnection of utility service (as shown by the disconnection notices received) as a reason for the notice.

(2) A tenant informs the utility company in writing of the date of the last day on which rent may be paid before a penalty is assessed or the date on which default on the lease or rental agreement can be claimed.

(3) The tenants timely invoke the remedies provided in divisions (B)(1) and (B)(2) of section 5321.07 of the Revised Code, including but not limited to:

(a) Depositing all rent that is due and thereafter becomes due to the landlord, with the clerk of the municipal or county court having jurisdiction.

(b) Applying to the court for an order to use the rent deposited to remedy the condition or conditions specified in the tenant's notice to the landlord (including but not necessarily limited to payment to the utility company rendering the disconnection notice).

(F) Each utility company that delivers notice pursuant to paragraph (A) of this rule shall provide to each tenant, upon request, the procedures to avoid disconnection or to have service

reconnected as described in appendix B to this rule. The forms referenced in appendix B to this rule shall be made available by the utility company and also will be available on the commission's website at [http:// www.puc.ohio.gov/PUCO/rules](http://www.puc.ohio.gov/PUCO/rules) or by contacting the commission's call center at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays. Hearing or speech impaired customers may contact the commission via 7-1-1 (Ohio relay service). The utility company shall also identify for the tenant any resources in the community where he/she can obtain assistance in pursuing his/her claim, including but not limited to:

(1) The telephone number(s) of the local legal services program (in cities over one hundred thousand served by that utility company).

(2) The toll-free number(s) for the Ohio state legal services association.

(3) The toll-free number(s) of the office of consumers' counsel.

(4) The telephone number(s) of the local bar association.

(5) The telephone number(s) of the local tenant organization(s).

(G) If a utility company disconnects service to consumers whose utility services are included in rental payments or who are residing in master-metered premises, the company shall comply with the following:

(1) The utility company, upon inquiry, shall inform the consumer that service will be reconnected upon payment of the amount due for the current month's bill plus any reconnection charge if the payment is made within fourteen days of disconnection.

(2) The utility company shall continue service at the premises as long as the tenant's representative continues to pay for each month's service (based upon actual or estimated consumption) by the due date of the bill for that service.

(3) The utility company shall also reconnect service for those consumers who, within fourteen days of the disconnection of service, invoke the provisions of section 5321.07 of the Revised Code, as specified in paragraph (E) of this rule.

(4) If the consumers choose to have their service reconnected by paying the current month's bill and payment is not made by the due date each month, the utility company shall post the notice in a conspicuous location on the premises and make a good faith effort by mail or otherwise to notify each household unit of a multi-unit dwelling, or tenant receiving service in the master-metered premises, or tenant in a single-occupancy dwelling, of the impending service disconnection. The utility company is not required to reconnect service pursuant to this paragraph where the landlord resides on the premises.

(H) The utility company shall provide service to a master-metered premise only if the customer is the landlord/owner of the premises. Company acceptance of new applications for service to

master-metered premises requires the landlord/owner to provide to the company an accurate list specifying the individual mailing addresses of each unit served at the master-metered premises.

(I) The utility company may charge the landlord/owner of the master-metered premises, or of a single-occupancy dwelling, a reasonable fee, as set forth in the utility company's tariffs, designed to pay the utility company's incurred cost for providing the notice to tenants required by paragraph (A) of this rule.

(J) The utility company has the burden of collecting from the landlord/owner any billed amounts unpaid at the next billing cycle.

(K) If a customer, who is a property owner, landlord, or the agent of a property owner, requests disconnection of service when residential tenants reside at the premises, the utility company shall perform both of the following actions:

(1) Provide at least a ten-day notice prior to the disconnection of service by mail to the residential tenants or by posting the notice in conspicuous places on the premises.

(2) Inform such customer of the customer's liability for all utility service consumed during the ten-day notice period.

(L) Notwithstanding any notice requirement for a utility company under paragraph (K) of this rule and paragraph (A)(3)(d) of rule 4901:1-18-06 of the Administrative Code, a utility company will not be found to have violated these rules if either the following occurs:

(1) The utility company uses reasonable efforts to determine the status of the customer/consumer as either a property owner, landlord, the agent of a property owner, or a tenant.

(2) The customer/consumer misrepresents the status of the customer/consumer as the property owner, the landlord, the agent of a property owner, or a tenant.

(M) If service is disconnected without notice where the utility is not made aware of a landlord-tenant situation, the utility company shall promptly restore service and provide proper notification as required by the rules in this chapter.

[View Appendix](#)[View Appendix](#)

Last updated September 22, 2021 at 3:07 PM

Supplemental Information

Authorized By: 4905.04

Amplifies: 4905.06, 4905.22, 4905.261, 4905.30, 4933.12, 4933.121, 4933.122, 4911.021

Five Year Review Date: 9/22/2026

Prior Effective Dates: 3/22/1980, 10/6/1982, 12/1/1983, 4/21/1986, 9/1/2004, 11/1/2010

Rule 4901:1-18-09 | Combination utility companies.

Effective: November 1, 2010 Promulgated Under: 111.15 PDF: Download Authenticated PDF

(A) The residential customers and consumers of a combination utility company that provides both natural gas and electric service shall have the same rights pursuant to Chapter 4901:1-18 of the Administrative Code as customers and consumers who are served by separate natural gas and electric companies. In the event of disconnection or pending disconnection of both gas and electric services, a residential customer of a combination utility company has the right to choose to retain or have reconnected both utility services or one service, either gas or electric.

(B) A combination utility company shall apply the payments from residential customers to their gas and electric accounts separately and shall apportion the payments based on the total balance for each service, including any arrearage plus the current month's charge(s). For purposes of applying these payments:

(1) For customers billed only for services provided by the combination utility company, the utility company shall apply payments first to past due amounts, then to current regulated charges, and finally to any nontariffed charges.

(2) For customers billed by the combination utility company for any competitive services provided by either a competitive retail natural gas supplier and/or a competitive retail electric provider, the utility company shall apply payments as provided for under paragraph (H) of rule 4901:1-10-33 of the Administrative Code.

(C) Whenever a residential customer receiving both gas and electric service from a combination utility company has received a disconnection of service notice, the utility company shall give the customer each of the following options:

(1) An extended payment plan for both gas and electric as provided for in rule 4901:1-18-05 of the Administrative Code.

(2) An extended payment plan to retain either gas or electric service as chosen by the customer. Such extended payment plan shall include an extended payment plan as provided in rule 4901:1-18-05 of the Administrative Code.

(D) If a residential customer of a combination utility company who has entered into one extended payment plan for both gas and electric service receives a disconnection of service notice and notifies the utility company of an inability to pay the full amount due under such plan, the utility company shall offer the customer, if eligible pursuant to paragraph (B) of rule 4901:1-18-05 of the Administrative Code, another payment plan to maintain both services. The utility company shall give the customer the opportunity to retain only one service by paying the defaulted payment plan portion for either the gas or electric service, as selected by the customer.

(E) If both the gas and electric service of a residential customer of a combination utility company have been discontinued for nonpayment, the utility company shall reconnect both services, or either service, as designated by the customer, pursuant to rule 4901:1-18-07 of the Administrative Code.

(F) The combination utility company shall in its disconnection of service notice, as provided for in Chapter 4901:1-18 of the Administrative Code, advise combination residential customers of their rights to select the service(s) for retention or reconnection as provided for in paragraphs (C), (D), and (E) of this rule. The notice shall state with specificity the conditions under which customers may exercise their rights and shall state the telephone number and business address of a utility company representative to be contacted to inquire about those rights.

(G) For a customer who has received a disconnection of service notice and who contacts the combination utility company, the utility company shall inform the customer of the total past due amount for each service, and with respect to the extended payment plans available under this rule, the monthly payment due on the past due amount for each service.

Last updated September 22, 2021 at 3:07 PM

Supplemental Information

Authorized By: 4905.04

Amplifies: 4905.06, 4905.22, 4905.30, 4933.17, 4933.122

Five Year Review Date: 9/22/2026

Prior Effective Dates: 6/6/1981

Rule 4901:1-18-10 | Insufficient reasons for refusing service or for disconnecting service.

Effective: November 1, 2010 Promulgated Under: 111.15 PDF: Download Authenticated PDF

The utility company shall not refuse service to or disconnect service to any applicant/customer for any of the following reasons:

(A) Failure to pay for service furnished to a former customer unless the former customer and the new applicant for service continue to be members of the same household.

(B) Failure to pay for nonresidential service.

(C) Failure to pay any amount which is in bona fide dispute. Where the customer has registered a complaint with the commission's call center or filed a formal complaint with the commission that reasonably asserts a bona fide dispute, the utility company shall not disconnect service if the customer pays either the undisputed portion of the bill, if known or can reasonably be determined, or the amount billed for the same billing period in the previous year.

(D) Failure to pay any nontariffed service charges, including competitive retail electric service.

Last updated September 22, 2021 at 3:07 PM

Supplemental Information

Authorized By: 4905.04

Amplifies: 4905.06, 4905.22, 4905.261, 4905.30, 4933.17, 4933.12, 4933.121, 4933.122

Five Year Review Date: 9/22/2026

Prior Effective Dates: 9/1/2004

Rule 4901:1-18-11 | Restrictive language prohibition.

Effective: November 1, 2021 Promulgated Under: 111.15 PDF: Download Authenticated PDF  
Except as provided in Chapter 4901:5-37 and rule 4901:5-25-06 of the Administrative Code, or other commission-approved curtailment provisions, no gas, natural gas, or electric utility company shall deny service to a prospective customer or discontinue service to a present customer because the utility company would be or is providing only auxiliary, stand-by, or emergency service as an alternative energy source.

Upon application to and approval by the commission, a gas, natural gas, or electric utility company may file a separate applicable tariff containing rates which reflect the costs incurred by that company to provide such services.

Last updated November 2, 2021 at 10:09 AM

#### Supplemental Information

Authorized By: 4905.04, 4905.28

Amplifies: 4905.06, 4905.22, 4905.30, 4905.31, 4933.122

Five Year Review Date: 9/22/2026

Rule 4901:1-18-12 | Percentage of income payment plan program eligibility for gas utility service.

Effective: November 1, 2021 Promulgated Under: 111.15 PDF: Download Authenticated PDF  
(A) Rules 4901:1-18-12 to 4901:1-18-17 of the Administrative Code, apply to PIPP plus for residential service from a gas or natural gas utility company. PIPP plus rules and requirements for residential electric utility service are located in Chapter 122:5-3 of the Administrative Code.

(B) A customer is eligible for PIPP plus if the customer meets one of the following criteria:

(1) Annual household income is one hundred fifty per cent or less than the federal poverty guidelines for the corresponding household sizes.

(2) The household income for the thirty days prior to enrollment, if annualized, is one hundred fifty per cent or less than the federal poverty guideline for the corresponding household size.

(C) If the customer meets the income eligibility requirements, as set forth in paragraph (B) of this rule, to participate in PIPP plus, the customer must also:

(1) Apply for all public energy assistance for which the customer is eligible.

(2) Apply for and accept all weatherization programs for which the customer is eligible.

(3) Sign and submit a release to the Ohio department of development and the affected jurisdictional gas or natural gas utility company giving permission for that entity to receive information from any public or private agency that provides income or energy assistance to the customer, or from any member of the customer's household, and/or from any public or private

employer of the customer or member of the customer's household as it relates to PIPP plus eligibility.

(4) Notify the local agency designated by the Ohio department of development, within thirty days, of any change in income or household size.

(D) In addition to the requirements set forth in paragraphs (B) and (C) of this rule, a PIPP plus customer must also periodically reverify his/her eligibility.

(1) All PIPP plus customers must provide proof of eligibility to the Ohio department of development of the household income at least once every twelve months at or about the customer's PIPP plus reverification date. The customer shall be accorded a grace period of sixty days after the customer's PIPP plus reverification date to reverify eligibility.

(2) Except as provided in this paragraph, the PIPP plus customer must be current on his/her income-based PIPP plus payments at the customer's PIPP plus anniversary date to be eligible to remain on PIPP plus for the subsequent twelve months. The customer will have one billing cycle after the PIPP plus anniversary date to pay any missed PIPP plus payments before being removed from the program. Missed PIPP plus payments include:

(a) Any delayed payments as a result of the customer's prior use of a medical certificate in accordance with paragraph (C) of rule 4901:1-18-06 of the Administrative Code.

(b) Any missed payments, including PIPP plus payments which would have been due for the months the customer is disconnected from gas utility service up to a maximum of twenty-four months. The amount due also shall not exceed the amount of the customer's arrearage and shall be paid prior to the restoration of utility service.

(3) PIPP plus customers who have been dropped from the PIPP plus program due to nonpayment or not meeting the terms of the program (e.g. failure to reverify or to bring account current at the anniversary date) and who were otherwise eligible for PIPP plus, may re-enroll in the program after all missed PIPP plus payments have been cured, up to a maximum of twenty-four payments. This includes missed PIPP plus payments for any months in which the customer's service was maintained while not on the program (less any payments made by the customer) or service was disconnected. The dropped PIPP plus customer is not eligible for any incentives or credits in accordance with rule 4901:1-18-14 of the Administrative Code for payments made pursuant to this rule. The amount due shall not exceed the amount of the customer's arrearage.

(4) All PIPP plus customers must also provide proof of eligibility to the gas or natural gas utility company upon request. No gas or natural gas utility company shall request such proof without justification.

(E) Upon the customer's enrollment in PIPP plus and at reverification, the gas or natural gas utility company shall provide the customer with a copy of PIPP plus literature including, at a minimum, the customer's monthly payment, service address, current arrearages, nonrecurring



fees, timely payment incentives, reverification requirements including the customer's anniversary date, and customer responsibilities when the customer is no longer eligible for the program.

Last updated September 9, 2022 at 1:54 PM

Supplemental Information

Authorized By: 4905.04, 4905.06

Amplifies: 4905.06, 4905.22, 4933.12, 4933.122

Five Year Review Date: 9/22/2026

Prior Effective Dates: 12/1/1983

Rule 4901:1-18-13 | Payment requirements for percentage of income payment plan customers.

Effective: November 1, 2021 Promulgated Under: 111.15 PDF: Download Authenticated PDF

(A) The payment requirements for a percentage of income payment plan plus (PIPP plus) or graduate PIPP plus customer, as referenced in Chapter 4901:1-18 of the Administrative Code, shall be calculated as follows:

(1) PIPP plus. Each PIPP plus customer shall be billed five per cent of his/her household income or ten dollars, whichever is greater, per billing cycle by the jurisdictional gas or natural gas utility company that provides the customer with his/her source of heat.

(2) Graduate PIPP plus. Each graduate PIPP plus customer shall be billed the average of the customer's most recent PIPP plus income-based payment and the customer's budget bill amount, per billing cycle by the jurisdictional gas or natural gas utility company that provides the customer with his/her source of heat.

(B) Customers who are also enrolled in the PIPP plus program for their electric utility service should refer to Chapter 122:5-3 of the Administrative Code for the applicable payment requirement(s).

(C) Any money provided to the jurisdictional gas or natural gas utility company by a public or private entity for the purpose of paying utility bills shall not be considered as household income when calculating PIPP plus eligibility.

(1) Home energy assistance program (HEAP). Money provided from HEAP, or a similar program, shall not be counted as part of the monies paid by the customer to meet the monthly PIPP plus income-based payment requirement. These monies shall first be applied to the customer's arrearages and then held to be applied to future arrearages. Monies shall not be directly remitted to PIPP customers.

(2) Money other than HEAP or emergency HEAP (E-HEAP), or money provided on a monthly basis by a public or private agency for the purpose of paying utility bills shall first be applied to the customer's defaulted current monthly payment obligation, if any, then applied to the customer's current monthly income-based payment obligation, and, lastly, shall be applied to the customer's arrearages.

Last updated November 2, 2021 at 10:09 AM

Supplemental Information

Authorized By: 4905.04, 4905.06

Amplifies: 4905.06, 4905.22, 4933.12, 4933.122

Five Year Review Date: 9/22/2026

Prior Effective Dates: 3/22/1980, 10/6/1982, 12/1/1983, 12/7/1991

Rule 4901:1-18-14 | Incentive programs for percentage of income payment plan plus and graduate percentage of income payment plan plus customers.

Effective: November 1, 2021 Promulgated Under: 111.15 PDF: Download Authenticated PDF

(A) Percentage of income payment plan plus (PIPP plus) and graduate PIPP plus customers shall be provided the incentive of a reduction in their outstanding arrearages in return for making on-time payments.

(1) PIPP plus customer. Each time the PIPP plus customer makes his/her required income-based on-time payment or more, as determined pursuant to rule 4901:1-18-13 of the Administrative Code, to the gas or natural gas utility company, the gas or natural gas utility company shall reduce the customer's account arrearage by the difference between the amount of the required income-based payment and the current monthly bill plus one twenty-fourth of the customer's accumulated arrearages, as calculated at the time of enrollment or in the event of late or missed payments, at the anniversary date.

(2) Graduate PIPP plus customer. Each time the graduate PIPP plus customer makes his/her required payment or more, as determined pursuant to rule 4901:1-18-13 of the Administrative Code, to the gas or natural gas utility company, the gas or natural gas utility company shall reduce the customer's account arrearage by the difference between the amount of the required payment and the current monthly bill plus one-twelfth of the customer's accumulated arrearages, as calculated at the time of enrollment in the graduate PIPP plus program.

(B) If a PIPP plus or graduate PIPP plus customers account balance becomes a credit balance, the customer will no longer be eligible for incentive credits until such time that the account balance is no longer a credit.

If the credit balance is not a result of any incentive credits, any PIPP plus payment credit balance may be refunded to the customer upon request. At the time of such refund, the gas or natural gas utility company shall remove the account from PIPP plus and inform the customer of the availability of a more suitable payment plan option (e.g., budget payment plan). If the customer wishes to re-enroll in PIPP plus, the company shall follow the requirements set forth in paragraph (E) of rule 4901:1-18-15 of the Administrative Code.

(C) At the completion of the graduate PIPP plus plan, the gas or natural gas company shall review the account to determine if a credit balance appears. If the credit balance is a result of incentive credits as outlined in paragraph (A) of rule 4901:1-18-14 of the Administrative Code the gas or natural gas utility company shall apply those credits as an offset to the PIPP plus rider.

Last updated November 2, 2021 at 10:09 AM

Supplemental Information

Authorized By: 4905.04, 4905.06

Amplifies: 4905.06, 4905.22, 4933.12, 4933.122

Five Year Review Date: 9/22/2026

Prior Effective Dates: 11/1/2010, 4/15/2015

Rule 4901:1-18-15 | General percentage of income payment plan provisions.

Effective: November 1, 2021 Promulgated Under: 111.15 PDF: Download Authenticated PDF

(A) A PIPP plus customer who is current on his/her PIPP plus payments shall not be disconnected, refused reconnection, or denied a transfer of service to a new address, based solely on outstanding arrearages accrued while in the PIPP plus program.

(B) No gas or natural gas utility company shall require a deposit on PIPP plus customer accounts or new or reconnected accounts where the customer has signed up for PIPP plus. The gas or natural gas utility company may assess the customer the deposit if it is determined that the customer is ineligible for PIPP plus. Any deposit paid by a customer prior to signing up for PIPP plus, to initiate, retain, or restore service, shall, upon enrollment in PIPP plus, be credited to the customer's outstanding arrearage.

(C) No gas or natural gas utility company shall apply late fees to a PIPP plus customers account.

(D) The gas or natural gas utility company shall include the PIPP plus customer's anniversary date on each monthly bill.

(E) A PIPP plus customer who voluntarily leaves PIPP plus and who was otherwise eligible for PIPP plus, and then within twelve months re-enrolls in PIPP plus must pay the PIPP plus payments due for the months the customer received service but was not on the program, less payment made by the customer during the same time period.

(F) A PIPP plus customer who voluntarily leaves PIPP plus with no outstanding arrearages and who was otherwise eligible for PIPP plus, and then re-joins PIPP plus after twelve months, the customer would be required to pay his or her first PIPP plus payment. If the customer re-joins PIPP plus after twelve months and has outstanding arrearages at the time he/she left the PIPP plus program, the customer would be required to pay the missed PIPP plus payments for the number of months, up to a maximum of twenty-four months, that he or she was not enrolled in PIPP plus, less any payments made by the customer up to the amount of the customer's arrearages at the time he/she left the PIPP plus program.

(G) Post PIPP plus. The gas or natural gas utility company shall offer on the final bill a payment agreement for PIPP plus customers with arrearages who are closing their utility account due to:

(1) Moving beyond the gas or natural gas company's service territory,

(2) Transferring to a residence where utility service is not in the former PIPP plus customer's name, or

(3) Moving to a master-metered residence.

The monthly payment shall be no more than the total accumulated arrearage divided by sixty. Each time the former PIPP plus customer makes his or her required payment by the due date, the company shall reduce the account arrearage by one-twelfth. This payment agreement is available to the former PIPP plus customer for twelve months from the time the account finals.

Last updated November 2, 2021 at 10:10 AM

#### Supplemental Information

Authorized By: 4905.04, 4905.06

Amplifies: 4905.06, 4905.22, 4933.12, 4933.122

Five Year Review Date: 9/22/2026

Prior Effective Dates: 12/1/1983, 12/7/1991

Rule 4901:1-18-16 | Graduate percentage of income payment plan program.

Effective: November 1, 2021 Promulgated Under: 111.15 PDF: Download Authenticated PDF

(A) Percentage of income payment plan plus (PIPP plus) customers that remain within the gas or natural gas utility company's service territory shall automatically be enrolled in the graduate PIPP plus program when one of the following occurs:

(1) The customer elects to terminate participation in the PIPP plus program.

(2) The customer is no longer eligible to participate in PIPP plus as a result of an increase in the household income or a change in the household size.

(B) PIPP plus customers removed from the program due to fraudulent enrollment in the PIPP plus program are not eligible to participate in graduate PIPP plus.

(C) Any graduate PIPP plus customer who tampers with the gas or natural gas utility company's meter, metering equipment, or other property, or is the beneficiary of such act, shall comply with the requirements of paragraphs (E)(2)(a) to (E)(2)(d) of rule 4901:1-18-07 of the Administrative Code.

(D) To be eligible for graduate PIPP plus, a former PIPP plus customer must be current with his/her income-based payments on the gas or natural gas utility company account or cure any missed PIPP plus payments within two billing cycles of the customer's removal from PIPP plus.

(E) Upon enrollment in graduate PIPP plus, the gas or natural gas utility company shall provide the graduate PIPP plus customer with a copy of the graduate PIPP plus participation requirements including, at a minimum, the customer's monthly payment plan over the next twelve months or the remaining term of the graduate PIPP plus program, service address, mailing

address, the account arrearage at graduate PIPP plus initiation, applicable fees, if any, arrearage credit, and the customer's responsibilities.

(F) Upon enrollment in graduate PIPP plus, the customer shall be provided the incentive of a reduction in their outstanding arrearages in return for continuing to make timely payments of the amount due, as set forth in rule 4901:1-18-14 of the Administrative Code.

(G) The graduate PIPP plus customer shall be billed the average of his/her income-based PIPP plus payment and the customer's budget bill amount, calculated using the utility company's normal methodology,  $(\text{PIPP plus payment} + \text{budget bill amount}) / 2$  for the twelve billing cycles following enrollment in the program or the remaining term of the graduate PIPP program. The transition payment shall be based on the income and household size immediately prior to the PIPP plus customer becoming ineligible for PIPP plus or electing to terminate participation in PIPP. After twelve billing cycles, the graduate PIPP plus customer is no longer eligible for arrearage credits. At the conclusion of graduate PIPP, any remaining arrearage on the customer's account may become due and the customer may be placed on one of the extended payment plans in rule 4901:1-18-05 of the Administrative Code. If the arrearage remains on the customer's account and the customer fails to make extended payment arrangements, the gas or natural gas utility company may initiate disconnection procedures for failure to pay the remaining arrearage.

(H) An active or former graduate PIPP plus customer may re-enroll in PIPP plus at any time, provided that he or she meets the income qualifications. The active or former graduate PIPP plus customer must be current with his or her graduate PIPP plus payments or cure any missed graduate PIPP plus default prior to re-enrollment in PIPP plus.

(I) No gas or natural gas utility company shall require a deposit on graduate PIPP plus customer accounts while the customer is enrolled in graduate PIPP plus. The gas or natural gas utility company may assess the customer a deposit, pursuant to rule 4901:1-17-04 of the Administrative Code, if the customer elects to terminate participation in graduate PIPP plus or the customer's participation in PIPP plus is terminated.

(J) No gas or natural gas utility company shall apply late fees to a graduate PIPP plus customer's account.

Last updated November 2, 2021 at 10:10 AM

Supplemental Information

Authorized By: 4905.04, 4905.06

Amplifies: 4905.06, 4905.22, 4933.12, 4933.122

Five Year Review Date: 9/22/2026

Rule 4901:1-18-17 | Removal from or termination of customer participation in the percentage of income payment plan plus.

Effective: November 1, 2021 Promulgated Under: 111.15 PDF: Download Authenticated PDF

(A) The gas or natural gas utility company shall remove a percentage of income payment plan plus (PIPP plus) customer from PIPP plus when the customer fails to comply with the

requirements set forth in paragraph (B), (C), or (D) of rule 4901:1-18-12 of the Administrative Code.

(B) If a customer is removed from PIPP plus for failure to timely reverify eligibility and fails to reverify and re-enroll in PIPP plus or to qualify for graduate PIPP plus pursuant to paragraph (D) of rule 4901:1-18-16 of the Administrative Code, the entire account arrearage will become due. The gas or natural gas utility company shall offer the customer an extended payment plan pursuant to paragraph (B) of rule 4901:1-18-05 of the Administrative Code. If the customer fails to make payment under the agreed payment plan, the former PIPP plus customer's service may be subject to disconnection in accordance with rules 4901:1-18-03 to 4901:1-18-06 of the Administrative Code.

(C) Fraudulent act. The gas or natural gas utility company shall terminate a customer's participation in PIPP plus or graduate PIPP plus when it is determined by the gas or natural gas utility company that the PIPP plus or graduate PIPP plus customer was fraudulently enrolled in the program or when the customer is found to be non-compliant by the Ohio department of development. The customer shall be required to pay the gas or natural gas utility company the difference between any PIPP plus and/or graduate PIPP plus income-based payments made and the actual bill amount and to pay any arrearage credits accrued for timely payments during the period the customer was fraudulently enrolled in PIPP plus and/or graduate PIPP plus. The gas or natural gas utility company shall credit such amounts received to the company's PIPP rider. The customer shall not be eligible to participate in PIPP plus, graduate PIPP plus, or to receive any other benefits available to PIPP plus customers or graduate PIPP plus customers for twenty-four months from when the customer is removed from PIPP plus or graduate PIPP plus and until any demand for restitution is satisfied. For this twenty-four month period, the gas or natural gas utility company shall treat such customer as subject to rules 4901:1-18-01 to 4901:1-18-11 of the Administrative code, should the customer return to the gas or natural gas utility company.

(D) Any PIPP plus customer who tampers with the gas or natural gas utility company's meter, metering equipment, or other property, or is the beneficiary of such act, shall comply with the requirements of paragraphs (E)(2)(a) to (E)(2)(d) of rule 4901:1-18-07 of the Administrative Code. Furthermore, to clarify the application of paragraph (E)(2)(b) of rule 4901:1-18-07 of the Administrative Code, the amount of the arrearages generated by the unauthorized usage shall be removed from the customer's arrearages and shall be paid by the customer before service is restored. Any usage charges previously credited to the customer as a result of the arrearage crediting program shall be reversed and are also due before service shall be restored.

Last updated November 2, 2021 at 10:10 AM

## **RATE RS**

### **RESIDENTIAL SERVICE**

#### **APPLICABILITY**

Applicable to electric service other than three phase service, for all domestic purposes in private residences and single occupancy apartments and separately metered structures used for domestic purposes at private residences and single occupancy apartments and separately metered common use areas of multi-occupancy buildings in the entire territory of the Company where distribution lines are adjacent to the premises to be served.

Residences where not more than two rooms are used for rental purposes will also be included. Where all dwelling units in a multi-occupancy building are served through one meter and the common use area is metered separately, the kilowatt-hour rate will be applied on a "per residence" or "per apartment" basis, however, the customer charge will be based on the number of installed meters.

Where a portion of a residential service is used for purposes of a commercial or public character, the applicable general service rate is applicable to all service. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this rate will be applied to the residential service, if the service qualifies hereunder.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### **TYPE OF SERVICE**

Alternating current 60 Hz, single phase at Company's standard secondary voltage.

#### **NET MONTHLY BILL**

Computed in accordance with the following charges:

1. Distribution Charges

(a) Customer Charge \$8.00 per month

(b) Energy Charge \$0.039693 per kWh

2. Applicable Riders

The riders applicable to this rate and pursuant to the specific terms contained within each rider are listed and summarized on the following sheet.

Sheet No. 85, Applicable Riders

#### **MINIMUM CHARGE**

The minimum charge shall be the Customer Charge as stated above.

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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Issued: December 16, 2022

Effective: January 3, 2023

Issued by Amy B. Spiller, President



### **BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

### **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.

The late payment charge is not applicable to:

- Unpaid account balances of customers enrolled in income payment plans pursuant to OAC Section 4901:1-18-04(B); and
- Unpaid account balances for services received from a Certified Supplier.

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.

### **TERMS AND CONDITIONS**

This rate is available upon application in accordance with the Company's Service Regulations.

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

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Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

Issued: December 16, 2022

Effective: January 3, 2023

Issued by Amy B. Spiller, President

## **RATE ORH**

### **OPTIONAL RESIDENTIAL SERVICE WITH ELECTRIC SPACE HEATING**

#### **APPLICABILITY**

Applicable to electric service, other than three phase service, used for all domestic purposes in private residences and single occupancy apartments where permanently connected electric heating equipment is installed and in regular use as the primary source of qualified space heating in the entire territory of the Company where distribution lines are adjacent to the premises to be served. In addition, the customer will be required to pay an amount equal to the current installed cost of demand metering equipment in excess of the current installed cost of standard watt-hour metering equipment. All metering equipment shall remain the property of the Company. The Company shall be responsible for the installation, operation, maintenance, testing, replacement and removal of metering equipment.

This rate is only available as Company demand meters are installed on the customer's premises. Due to the limited availability of metering equipment and Company personnel, a demand meter will be installed as metering equipment and Company personnel are available.

Where a portion of a residential service is used for purposes of a commercial or public character, the applicable general service rate is applicable to all service. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this rate will be applied to the residential service, if the service qualifies hereunder.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### **TYPE OF SERVICE**

Alternating current 60 Hz, single phase at Company's standard secondary voltage.

#### **NET MONTHLY BILL**

Computed in accordance with the following charges:

	<u>Summer Period</u>	<u>Winter Period</u>
1. Distribution Charges		
(a) Customer Charge	\$8.00 per month	\$8.00 per month
(b) Energy Charge		
First 1,000 kilowatt-hours	\$0.039693 per kWh	\$0.039298 per kWh
Additional kilowatt-hours	\$0.039693 per kWh	\$0.021706 per kWh
Kilowatt-hours in excess of 150 times Customer's Monthly Demand	\$0.039693 per kWh	\$0.014632 per kWh

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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Issued: December 16, 2022

Effective: January 3, 2023

Issued by Amy B. Spiller, President

## **NET MONTHLY BILL (Contd.)**

### **2. Applicable Riders**

The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet.

Sheet No. 85, Applicable Riders

## **MINIMUM CHARGE**

The minimum charge shall be the Customer Charge as stated above.

## **BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as the period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

## **DEMAND**

Customer's monthly demand will be the kilowatts as determined from the Company's demand metering equipment for the fifteen (15) minute period of customer's greatest use in each month during the winter period.

Minimum demand shall be ten (10) kilowatts.

## **QUALIFIED SPACE HEATING**

"Qualified" space heating is the heating of residential living quarters primarily through the regular use of permanently connected electric heating equipment, the installation of which meets the Company's specifications.

## **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.

The late payment charge is not applicable to:

- Unpaid account balances of customers enrolled in income payment plans pursuant to OAC Section 4901:1-18-04(B); and
- Unpaid account balances for services received from a Certified Supplier.

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.

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 31.18  
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Sheet No. 31.17  
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**TERMS AND CONDITIONS**

This rate is available upon application in accordance with the Company's Service Regulations and the minimum contract period shall be one (1) year terminable thereafter on thirty (30) days written notice by either the customer or the Company.

The supplying 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.

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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Issued: December 16, 2022

Effective: January 3, 2023

Issued by Amy B. Spiller, President

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**RATE TD-CPP**

**OPTIONAL TIME-OF-DAY RATE WITH CRITICAL PEAK PRICING FOR RESIDENTIAL SERVICE**

**APPLICABILITY**

Applicable to electric service other than three phase service for all domestic purposes in private residences and single occupancy apartments in the entire territory of the Company where distribution lines are adjacent to the premises to be served. This rate is available only as Company smart meters are installed on the customer's premises. Company, at its option, may install and certify an eligible meter upon Customer request to participate. Rate TD-CPP will be available to customers as approved by the Public Utilities Commission of Ohio (PUCO or Commission) and upon Company implementation of this rate in Company's billing system, including revision to all applicable riders.

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.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

**NET MONTHLY BILL**

Computed in accordance with the following charges:

	Summer Period	Winter Period
1. Distribution Charges		
(a) Customer Charge	\$8.00 per month	\$8.00 per month
(b) Energy Charge		
Critical Peak kilowatt-hours	\$0.096514 per kWh	\$0.096514 per kWh
On Peak kilowatt-hours	\$0.057908 per kWh	NA
Off Peak kilowatt-hours	\$0.038605 per kWh	\$0.038605 per kWh
Discount kilowatt-hours	\$0.030884 per kWh	\$0.030884 per kWh
2. Applicable Riders		
The riders applicable to this rate and pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:		
Sheet No. 85, Applicable Riders		

**MINIMUM CHARGE**

The minimum charge shall be the Customer Charge as stated above.

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

Issued: December 16, 2022

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#### **DETERMINATION OF CRITICAL PEAK PRICING**

Under this schedule, participating customers have the opportunity to lower their electric bill by reducing their electric usage during certain hours on Company-designated Critical Peak Days. Critical peak pricing is effective during the hours designated below on Critical Peak Days. The designation of a Critical Peak Day will be posted daily on the Company website as the official customer notification. Additionally, the designation of a Critical Peak Day will be communicated at Customer's option to Customer through email and/or text message. Customer must provide to Company through a Company designated system, and maintain at Customer's expense, the email address and/or text number. The Company will determine Critical Peak Days, at its sole discretion, subject to the following:

Critical Peak Days are limited to 10 days per calendar year unless a system emergency occurs that is expected to place the Company's ability to provide reliable service to customers at risk. If such a system emergency occurs and Company has already implemented 10 Critical Peak Days, additional Critical Peak Day(s) may be implemented.

#### **BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as the period May 1 through September 30. The winter period is defined as the period October 1 through April 30.

#### **RATING PERIODS**

The rating periods applicable to the above kilowatt-hour charges are as follows:

- a) Discount Period – Midnight to 5:00 a.m. Monday through Sunday.
- b) Summer On Peak Period - 2:00 p.m. to 8:00 p.m. Monday through Friday, excluding holidays.
- c) Critical Peak Period – Critical Peak charges will be effective during the Summer On Peak Period on days designated as Critical Peak Days. The Critical Peak charges will be effective during a Winter Critical Peak Day for a 6 hour period between 6:00 a.m. and 9 p.m. as specified by Company and communicated to Customer. Critical Peak periods may be implemented by Company Monday through Friday, excluding holidays, and any day when there is a system emergency.
- d) Off Peak Period - All hours Monday through Friday not included above plus all hours not in the Discount Period on Saturday and Sunday as well as New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day or on the day nationally designated to be celebrated as such.

#### **Notification of Critical Peak Day Pricing**

The Company will strive to notify customers of a Critical Peak Day on the Company website, as the official notification, by 4:00 p.m. the prior day. The Company will use its best efforts to notify customers through the optional email and/or text information provided by 4:00 p.m. on the prior day for Critical Peak Days; however, notification of Critical Peak Days can occur at any time, but no later than one hour prior to the Critical Peak period. Receipt of the peak pricing notification is the Customer's responsibility.

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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Issued: December 16, 2022

Effective: January 3, 2023

Issued by Amy B. Spiller, President

#### **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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

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.

#### **TERMS AND CONDITIONS**

This rate is available upon application in accordance with the Company's Service Regulations.

The initial term of service under this rate is one (1) year. 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..

Where the Company is denied access to test, repair, or replace the customer's smart meter, as applicable, for more than two (2) consecutive months, the Company may, after notifying the customer, place the customer on the Company's standard residential rate. If the Company moves the customer to the standard rate, the customer shall not be billed for savings accrued.

The supplying 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.

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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Issued: December 16, 2022

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Issued by Amy B. Spiller, President



## RATE TD

### OPTIONAL TIME-OF-DAY RATE FOR RESIDENTIAL SERVICE

#### APPLICABILITY

Applicable to electric service other than three phase service for all domestic purposes in private residences and single occupancy apartments in the entire territory of the Company where distribution lines are adjacent to the premises to be served. This rate is available only as Company demand meters with programmable time-of-day registers are installed on the customer's premises. This rate will close to new participants upon availability of Rate TD-CPP. Customers taking service under Rate TD may continue taking service under Rate TD until such time they elect to take service under another eligible rate.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### NET MONTHLY BILL

Computed in accordance with the following charges:

	<u>Summer Period</u>	<u>Winter Period</u>
1. Distribution Charges		
(a) Customer Charge	\$17.50 per month	\$17.50 per month
(b) Energy Charge		
On Peak kilowatt-hours	\$0.079950 per kWh	\$0.063519 per kWh
Off Peak kilowatt-hours	\$0.013960 per kWh	\$0.013976 per kWh
2. Applicable Riders		
The riders applicable to this rate and pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:		
Sheet No. 85, Applicable Riders		

#### MINIMUM CHARGE

The minimum charge shall be the Customer Charge as stated above.

#### BILLING PERIODS

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

#### **RATING PERIODS**

The rating periods applicable to the above kilowatt-hour charges are as follows:

- a) Summer On Peak Period - 11:00 a.m. to 8:00 p.m. Monday through Friday, excluding holidays.
- b) Winter On Peak Period - 9:00 a.m. to 2:00 p.m. and 5:00 p.m. to 9:00 p.m. Monday through Friday, excluding holidays.
- c) Off Peak Period - All hours Monday through Friday not included above plus all day Saturday and Sunday as well as New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day or on the day nationally designated to be celebrated as such with the exception that if the foregoing holidays occur on a Sunday, the following Monday is considered a holiday.

#### **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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

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.

#### **TERMS AND CONDITIONS**

This rate is available upon application in accordance with the Company's Service Regulations.

The initial term of service under this rate is three (3) years. If the customer desires to cancel service under this tariff within three (3) years, a termination fee may be charged by the Company. The termination fee will be determined by applying the above Customer Charge times the remaining months of the initial service agreement.

Where the Company is denied access to read the customer's time-of-day meter for more than two (2) consecutive months, the Company may, after notifying the customer, place the customer on the Company's standard residential rate. If the Company moves the customer to the standard rate, the customer shall not be billed for the termination fee.

The supplying 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.

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
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**RATE CUR  
COMMON USE RESIDENTIAL SERVICE**

**THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN**

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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Issued: December 16, 2022

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**RATE RS3P**

**RESIDENTIAL THREE-PHASE SERVICE**

**APPLICABILITY**

Applicable to three phase electric service, for all domestic purposes in private residences and single occupancy apartments and separately metered common use areas of multi-occupancy buildings in the entire territory of the Company where (1) distribution lines are adjacent to the premises to be served, (2) the building load requires three phase service, (3) building load exceeds the Company's standard single-phase equipment or the building is a multi-use facility requiring three-phase service for the commercial space, and (4) additional distribution line extensions are not required. In all other instances, the Company will make three phase service available to residential customers at the customer's sole expense and pursuant to a three-year service agreement.

Residences where not more than two rooms are used for rental purposes will also be included. Where all dwelling units in a multi-occupancy building are served through one meter and the common use area is metered separately, the kilowatt-hour rate will be applied on a "per residence" or "per apartment" basis, however, the customer charge will be based on the number of installed meters.

Where a portion of a residential service is used for purposes of a commercial or public character, the applicable general service rate is applicable to all service. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this rate will be applied to the residential service, if the service qualifies hereunder.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

**TYPE OF SERVICE**

Alternating current 60 Hz, three phase at Company's standard secondary voltage.

**NET MONTHLY BILL**

Computed in accordance with the following charges:

1. Distribution Charges
  - (a) Customer Charge \$10.50 per month
  - (b) Energy Charge \$0.039693 per kWh
2. Applicable Riders

The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:  
Sheet No. 85, Applicable Riders

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

---

Issued: December 16, 2022

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Issued by Amy B. Spiller, President

### **MINIMUM CHARGE**

The minimum charge shall be the Customer Charge as stated above.

### **BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

### **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.

The late payment charge is not applicable to:

- Unpaid account balances of customers enrolled in income payment plans pursuant to Section 4901:1-18-04(B), Ohio Administrative Code; and
- Unpaid account balances for services received from a Certified Supplier.

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.

### **TERMS AND CONDITIONS**

This rate is available upon application in accordance with the Company's Service Regulations.

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

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

## **RATE RSLI**

### **RESIDENTIAL SERVICE – LOW INCOME**

#### **APPLICABILITY**

Applicable to up to 10,000 electric customers who are at or below 200% of the Federal poverty level and who do not participate in the Percentage of Income Payment Plan (PIPP). Applicable to electric service other than three phase service, for all domestic purposes in private residences and single occupancy apartments and separately metered common use areas of multi-occupancy buildings in the entire territory of the Company where distribution lines are adjacent to the premises to be served.

Residences where not more than two rooms are used for rental purposes will also be included. Where all dwelling units in a multi-occupancy building are served through one meter and the common use area is metered separately, the kilowatt-hour rate will be applied on a "per residence" or "per apartment" basis, however, the customer charge will be based on the number of installed meters.

Where a portion of a residential service is used for purposes of a commercial or public character, the applicable general service rate is applicable to all service. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this rate will be applied to the residential service, if the service qualifies hereunder.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### **TYPE OF SERVICE**

Alternating current 60 Hz, single phase at Company's standard secondary voltage.

#### **NET MONTHLY BILL**

Computed in accordance with the following charges:

1. Distribution Charges
  - (a) Customer Charge \$2.00 per month
  - (b) Energy Charge \$0.039693 per kWh
2. Applicable Riders

The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:  
Sheet No. 85, Applicable Riders

#### **MINIMUM CHARGE**

The minimum charge shall be the Customer Charge as stated above.

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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### **BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

### **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.

The late payment charge is not applicable to:

- Unpaid account balances of customers enrolled in income payment plans pursuant to Section 4901:1-18-04(B), Ohio Administrative Code; and
- Unpaid account balances for services received from a Certified Supplier.

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.

### **TERMS AND CONDITIONS**

This rate is available upon application in accordance with the Company's Service Regulations.

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

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Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

Issued: December 16, 2022

Effective: January 3, 2023

Issued by Amy B. Spiller, President



## **RATE DS**

### **SERVICE AT SECONDARY DISTRIBUTION VOLTAGE**

#### **APPLICABILITY**

Applicable to electric service for usual customer load requirements where the Company specifies service at the standard secondary system voltage and where the Company determines that facilities of adequate capacity are available and adjacent to the premises to be served and the Company determines that the customers average monthly demand is greater than 15 kilowatts. Electric service must be supplied at one point of delivery.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### **TYPE OF SERVICE**

Alternating current 60 Hz, single phase or three phase, at Company's standard distribution voltage. When both single and three phase secondary voltage services are required by a Distribution customer, the monthly kilowatt-hour usage and kilowatt demands shall be the respective arithmetical sums of both services.

#### **NET MONTHLY BILL**

Computed in accordance with the following charges provided, however, that the minimum monthly load factor, expressed as hours-use per month, shall not be less than 71 kWh per kW. When applicable, the minimum monthly load factor shall be achieved by calculating the billing demand as the monthly kWh usage divided by 71 (kilowatt of demand is abbreviated as kW and kilowatt-hours are abbreviated as kWh):

1. Distribution Charges
  - (a) Customer Charge per month

Single Phase Service	\$23.00
Single and/or Three Phase Service	\$46.00
  - (b) Demand Charge

All kilowatts	\$ 6.9678 per kW
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2. Applicable Riders

The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:  
Sheet No. 85, Applicable Riders

#### **MINIMUM BILL PROVISION**

The minimum bill shall be eighty five percent (85%) of the highest monthly kilowatt demand as established in the summer period and effective for the next succeeding eleven (11) months plus the Customer Charge.

In no case, however, shall the minimum bill be less than the Customer Charge.

## **METERING**

The Company may meter at secondary or primary voltage as circumstances warrant. If the Company elects to meter at primary voltage, the kilowatt-hours registered on the Company's meter will be reduced one and one-half (1.5%) percent for billing purposes.

## **DEMAND**

The demand shall be the kilowatts derived from the Company's demand meter for the fifteen-minute period of customer's greatest use during the billing period, as determined by the Company, adjusted for power factor, as provided herein. At the Company's option, a demand meter may not be installed if the nature of the load clearly indicates the load will have a constant demand, in which case the demand will be the calculated demand.

In no event will the billing demand be taken as less than the higher of the following:

- a) Eighty five percent (85%) of the highest monthly kilowatt demand as established in the summer period and effective for the next succeeding eleven (11) months; or
- b) One (1) kilowatt for each single phase meter and five (5) kilowatts for each three phase meter.

The Company may re-determine customer's billing demand at any time in recognition of a permanent change in load due to such occurrences as the installation of load control equipment or a temporary change due to malfunctions of such equipment.

If a customer requests reconnection of an account within twelve (12) months of a disconnection order, the customer's demand record for the period of disconnection will be re-established for purposes of billing and administration of the preceding clause.

For purposes of administration of the above clause, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

## **POWER FACTOR ADJUSTMENT**

The power factor to be maintained shall be not less than ninety percent (90%) lagging. If the Company determines customer's power factor to be less than ninety percent (90%), the billing demand will be the number of kilowatts equal to the kilovolt amperes multiplied by 0.90.

Power factor may be determined by the following methods, at the Company's option:

- a) Continuous measurement
  - the power factor, as determined during the interval in which the maximum kW demand is established, will be used for billing purposes; or
- b) Testing
  - the power factor, as determined during a period in which the customer's measured kW demand is not less than ninety percent (90%) of the measured maximum kW demand of the preceding billing period, will be used for billing purposes until superseded by a power factor determined by a subsequent test made at the direction of Company or request of customer.

#### **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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

#### **TERMS AND CONDITIONS**

The initial term of contract shall be for a minimum period of three (3) years terminable thereafter by a minimum notice of either the customer or the Company as prescribed by the Company's Service Regulations.

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

If the Company offers to provide the necessary facilities for transmission service to enable service on this rate, in accordance with its Service Regulations, an annual facilities charge, applicable to such additional facilities, is established at twenty percent (20%) of actual cost. The annual facilities charge shall be billed in twelve monthly installments to be added to the demand charge.

#### **SERVICE REGULATIONS**

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

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**RATE GS-FL**

**OPTIONAL UNMETERED GENERAL SERVICE RATE FOR SMALL FIXED LOADS**

**APPLICABILITY**

Applicable to electric service in the Company's entire territory where secondary distribution lines exist for any fixed electric load that can be served by a standard service drop from the Company's existing secondary distribution system.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

**TYPE OF SERVICE**

Alternating current 60 Hz, at nominal voltages of 120, 120/240 or 120/208 volts, single phase, unmetered. Service of other characteristics, where available, may be furnished at the option of the Company.

**NET MONTHLY BILL**

Computed in accordance with the following charges:

1. Distribution Charges

(a) For loads based on a range of 540 to 720 hours use per month of the rated capacity of the connected equipment \$0.026101 per kWh

(b) For loads of less than 540 hours use per month of the rated capacity of the connected equipment \$0.029924 per kWh

2. Applicable Riders

The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:

Sheet No. 85, Applicable Riders

**MINIMUM CHARGE**

The minimum charge shall be \$6.85 per Fixed Load Location per month.

**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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

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#### **SERVICE PROVISIONS**

1. Each separate point of delivery of service shall be considered a Fixed Load Location.
2. Only one supply service will be provided to a customer under this Schedule as one Fixed Load Location.
3. The customer shall furnish switching equipment satisfactory to the Company.
4. The customer shall notify the Company in advance of every change in connected load, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the Fixed Load thereafter under this Schedule, and shall be entitled to bill the customer retroactively on the basis of the increased load for the full period such load was connected.

#### **TERM AND CONDITIONS**

One (1) year, terminable thereafter on thirty (30) days written notice by either customer or Company.

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

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## **RATE EH**

### **OPTIONAL RATE FOR ELECTRIC SPACE HEATING**

#### **APPLICABILITY**

Applicable to electric service for heating when customer's wiring is so arranged that heating service can be furnished at one point of delivery and can be metered separately from all other types of service or to any public school, parochial school, private school, or church when supplied at one point of delivery, provided permanently connected and regularly used electrical equipment is installed in compliance with the Company specifications as the primary source of heating or heating and cooling the atmosphere to temperatures of human comfort; and provided all other electrical energy requirements are purchased from the Company. For the purpose of the administration of this tariff schedule, primary source is defined as at least 90 percent (90%). No single water-heating unit shall be wired such that the demand established by it will exceed 5.5 kilowatts unless approved by the Company.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### **TYPE OF SERVICE**

Alternating current 60 Hz, single or three phase at Company's standard secondary or primary voltage.

#### **NET MONTHLY BILL**

Computed in accordance with the following charges:

##### Winter Period:

##### 1. Distribution Charges

##### (a) Customer Charge per month

Single Phase Service	\$ 23.00
Three Phase Service	\$ 46.00
Primary Voltage Service	\$100.00

##### (b) Energy Charge

All kilowatt-hours	\$0.021911 per kWh
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##### Summer Period:

All usage during the summer period shall be billed in accordance with the provisions of the applicable distribution voltage service rate.

##### 2. Applicable Riders

The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:

Sheet No. 85, Applicable Riders

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
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**MINIMUM CHARGE**

The minimum charge shall be the Customer Charge as stated above.

**BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

**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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

**TERMS AND CONDITIONS**

The term of contract shall be for a minimum period of one (1) year, terminable thereafter on thirty (30) days written notice by either the customer or the Company.

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

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**RATE DM**

**SECONDARY DISTRIBUTION SERVICE - SMALL**

**APPLICABILITY**

Applicable to electric service for usual customer load requirements where the Company specifies service at the standard secondary system voltage and the Company determines that facilities of adequate capacity are available and adjacent to the premises to be served and the Company determines that the customer's average monthly demand is 15 kilowatts or less. Regardless of customer's average monthly demand, this tariff schedule is also available at customer's option for electric service to the following where such service is separately metered, 1) recreation facilities that are promoted, operated and maintained by non-profit organizations and 2) county fairs and agricultural societies as defined by Ohio Administrative Code 901-5. Electric service must be supplied at one point of delivery.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

**TYPE OF SERVICE**

Alternating current, 60 Hz, single phase or three phase at Company's standard secondary distribution voltage.

**NET MONTHLY BILL**

Computed in accordance with the following charges:

	<u>Summer Period</u>	<u>Winter Period</u>
1. Distribution Charges		
(a) Customer Charge		
Single Phase	\$12.00 per month	\$12.00 per month
Three Phase	\$24.00 per month	\$24.00 per month
(b) Energy Charge		
First 2,800 kWh	\$0.048863 per kWh	\$0.048863 per kWh
Next 3,200 kWh	\$0.004339 per kWh	\$0.004339 per kWh
Additional kWh	\$0.004339 per kWh	\$0.004339 per kWh
2. Applicable Riders		
The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:		
Sheet No. 85, Applicable Riders		

**MINIMUM CHARGE**

The minimum charge shall be the Customer Charge as stated above.

When both single and three phase service are required by the customer, the monthly kilowatt-hour usage shall be the arithmetical sum of both services.

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#### **BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

#### **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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

#### **TERMS AND CONDITIONS**

The initial term of contract shall be for a minimum period of one (1) year terminable thereafter by a minimum notice either of the customer or the Company as prescribed by the Company's Service Regulations.

For purposes of the administration of this rate for customers who qualify for this rate due to their demand being 15 kilowatts or less, the Company will determine the customer's average monthly demand based upon customer's most recent twelve month usage each year after the initial term of service has been fulfilled by the customer. If the customer's average demand exceeds 15 kW or if the customer's monthly demand exceeds 30 kW in two (2) or more months in any twelve month period, the Company may require the customer to be billed under the provisions of Rate DS.

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

## **RATE DP**

### **SERVICE AT PRIMARY DISTRIBUTION VOLTAGE**

#### **APPLICABILITY**

Applicable to electric service for usual customer load requirements where the Company specifies service at nominal primary distribution system voltages of 12,500 volts or 34,500 volts, and the Company determines that facilities of adequate capacity are available and adjacent to the premises to be served. Electric service must be supplied at one point of delivery.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### **TYPE OF SERVICE**

Alternating current 60 Hz, single phase or three phase at Company's standard distribution voltage of 34,500 volts or lower.

When both single and three phase secondary voltage services are required by a customer, the monthly kilowatt-hour usage and kilowatt demands shall be the respective arithmetical sums of both services.

#### **NET MONTHLY BILL**

Computed in accordance with the following charges. (Kilowatt of demand is abbreviated as kW and kilowatt-hours are abbreviated as kWh):

1. Distribution Charges
  - (a) Customer Charge per month  
Primary Voltage Service (12.5 or 34.5 kV) \$100.00 per month
  - (b) Demand Charge  
All kilowatts \$5.5511 per kW

2. Applicable Riders

The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:

Sheet No. 85, Applicable Riders

#### **MINIMUM BILL PROVISION**

The minimum bill shall be: Eighty-five percent (85%) of the highest monthly kilowatt demand as established in the summer period and effective for the next succeeding eleven (11) months plus the Customer Charge.

In no case, however, shall the minimum bill be less than the Customer Charge.

### **PRIMARY VOLTAGE METERING DISCOUNT**

The Company may meter at secondary or primary voltage as circumstances warrant. If the Company elects to meter at primary voltage, the kilowatt-hours registered on the Company's meter will be reduced one and one-half percent (1.5%) for billing purposes.

### **DEMAND**

The demand shall be the kilowatts derived from the Company's demand meter for the fifteen-minute period of customer's greatest use during the billing period, as determined by the Company, adjusted for power factor, as provided herein. At its option, the Company may not install a demand meter if the nature of the load clearly indicates the load will have a constant demand, in which case the demand will be the calculated demand.

In no event will the billing demand be taken as less than the higher of the following:

- a) Eighty-five percent (85%) of the highest monthly kilowatt demand as established in the summer period and effective for the next succeeding eleven (11) months; or
- b) Five (5) kilowatts.

The Company may re-determine customer's billing demand at any time in recognition of a permanent change in load due to such occurrences as the installation of load control equipment or a temporary change due to malfunctions of such equipment.

If a customer requests reconnection of an account within twelve (12) months of a disconnection order, the customer's demand record for the period of disconnection will be re-established for purposes of billing and administration of the preceding clause.

For purposes of administration of the above clause, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

### **POWER FACTOR ADJUSTMENT**

The power factor to be maintained shall be not less than ninety percent (90%) lagging. If the Company determines customer's power factor to be less than ninety percent (90%), the billing demand will be the number of kilowatts equal to the kilovolt amperes multiplied by 0.90.

At the Company's option, power factor may be determined by the following methods:

- a) Continuous measurement
  - the power factor, as determined during the interval in which the maximum kW demand is established, will be used for billing purposes; or
- b) Testing
  - the power factor, as determined during a period in which the customer's measured kW demand is not less than 90% of the measured maximum kW demand of the preceding billing period, will be used for billing purposes until superseded by a power factor determined by a subsequent test made at the direction of Company or request of customer.

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### **LATE PAYMENT CHARGE**

Payment of the total amount due must be received in the Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance is due and payable. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

### **TERMS AND CONDITIONS**

The initial term of contract shall be for a minimum period of three (3) years, terminable thereafter by a minimum notice of either the customer or the Company as follows:

- (1) For customers with a most recent twelve (12) month average demand of less than 10,000 kVA, thirty (30) days written notice.
- (2) For customers with a most recent twelve (12) month average demand of greater than 10,000 kVA, twelve (12) months written notice.

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

If the Company offers to provide the necessary facilities for transmission service, in accordance with its Service Regulations, an annual facilities charge, applicable to such additional facilities, is established at twenty percent (20%) of actual cost. The annual facilities charge shall be billed in twelve monthly installments to be added to the demand charge.

### **SERVICE REGULATIONS**

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

## **RATE SFL - ADPL**

### **OPTIONAL UNMETERED RATE FOR SMALL FIXED LOADS ATTACHED DIRECTLY TO COMPANY'S POWER LINES**

#### **APPLICABILITY**

Applicable to electric service in the Company's entire territory where secondary and/or primary distribution lines exist for any bulk, small, unmetered, fixed-load electric devices that can be connected directly to the Company's power lines within the power zone of Company's poles and which do not require service drops.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### **TYPE OF SERVICE**

Alternating current 60 Hz, at nominal voltages of 120, 120/240 or 120/208, 12,500 or 34,500 volts, single phase, unmetered. Service of other characteristics, where available, may be furnished at the option of the Company.

#### **NET MONTHLY BILL**

Computed in accordance with the following charges:

1. Distribution Charges \$0.026065 per kWh
2. Applicable Riders  
The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:

Sheet No. 85, Applicable Riders

#### **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. Company and customer may agree to different late payment terms in the Service Agreement. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

#### **SERVICE PROVISIONS**

1. Each separate point of delivery of service shall be considered a Fixed Load Location.
2. The Company shall determine the monthly kWhs associated with each Fixed Load Location.
3. The customer shall enter into a Service Agreement with the Company setting forth the terms and conditions under which the customer may connect devices to the Company's power lines.
4. The customer shall be responsible for all costs associated with connecting the device to the power lines.
5. The customer shall notify the Company in advance of the connection of any device to Company's power lines, and in advance of every change in connected load, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the

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customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the Fixed Load thereafter under this Schedule, and shall be entitled to bill the customer retroactively on the basis of the increased load for the full period such load was connected.

6. The Company may, at its sole discretion, refuse to attach devices that it reasonably believes may impede the operation, maintenance, reliability, or safety of the electric distribution lines or pose a danger to Company personnel or other persons.
7. To the extent it is commercially feasible to do so, the Company will combine all fixed load locations for a given customer onto a single monthly bill. Billing calculations will be performed for each Fixed Load Location, but the results of the individual calculations will be summarized on the monthly bill.

#### **TERM OF SERVICE**

Minimum one (1) year, terminable thereafter on thirty (30) days written notice by either customer or Company. Company and customer may agree to a different term in the Service Agreement.

#### **SERVICE REGULATIONS**

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



## **RATE TS**

### **SERVICE AT TRANSMISSION VOLTAGE**

#### **APPLICABILITY**

Applicable to electric service for usual customer load requirements where the Company specifies service at a nominal transmission system voltage of 69,000 volts or higher, and the Company determines that facilities of adequate capacity are available and adjacent to the premises to be served. Electric service must be supplied at one point of delivery and the customer furnishes and maintains all transformation equipment and appurtenances necessary to utilize the service.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### **TYPE OF SERVICE**

Alternating current 60 Hz, three phase at Company's standard transmission voltage of 69,000 volts or higher.

#### **NET MONTHLY BILL**

Computed in accordance with the following charges (kilovolt amperes are abbreviated as kVA; kilowatt-hours are abbreviated as kWh):

- |                               |                 |
|-------------------------------|-----------------|
| 1. Distribution Charges       |                 |
| (a) Customer Charge per month | \$197.00        |
| (b) Demand Charge             |                 |
| All kVA                       | \$0.000 per kVA |

#### 2. Applicable Riders

The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:

Sheet No. 85, Applicable Riders

#### **MINIMUM CHARGE**

The minimum charge shall be not less than fifty percent (50%) of the highest demand charge established during the preceding eleven (11) months or the billing of 1,000 kVA, whichever is higher.

#### **METERING**

The Company may meter at secondary or primary voltage as circumstances warrant. If the Company elects to meter at secondary voltage, the kilowatt-hours registered on the Company's meter will be increased one and one-half percent (1.5%) for billing purposes.

## **DEMAND**

The demand shall be the kilovolt amperes derived from the Company's demand meter for the fifteen-minute period of the customer's greatest use during the month, but not less than the higher of the following:

- a) Eighty-five (85%) of the highest monthly kilovolt amperes similarly established during the summer period for the next succeeding eleven (11) months; or
- b) 1,000 kilovolt amperes.

For purposes of administration of the above clause, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as the period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

The Company may re-determine customer's billing demand at any time in recognition of a permanent change in load due to such occurrences as the installation of load control equipment or a temporary change due to malfunctions of such equipment.

## **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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

## **TERMS AND CONDITIONS**

The initial term of contract shall be for a minimum period of five (5) years, terminable thereafter by either the customer or the Company as follows:

- (1) Thirty (30) days after receipt of written notice for customers with a most recent twelve (12) month average demand of less than 10,000 kVA.
- (2) Twelve (12) months after receipt of written notice for customers with a most recent twelve (12) month average demand of 10,000 kVA or greater.

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

If the Company offers to provide the necessary facilities for transmission voltage, in accordance with its Service Regulations, an annual facilities charge, applicable to such additional facilities, is established at twenty percent (20%) of actual cost. The annual facilities charge shall be billed in twelve (12) monthly installments to be added to the demand charge.

## **SERVICE REGULATIONS**

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

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## **RATE GSP**

### **GENERATION STATION POWER**

#### **APPLICABILITY**

Applicable to electric generation station customers generating and delivering power onto Company's electric transmission system subject to an Interconnection Agreement and an Interconnection Service Agreement under the PJM Open Access Transmission Tariff, and taking service at a nominal transmission system voltage of 69,000 volts or higher.

Electric service must be supplied at one point of delivery and the customer furnishes and maintains all transformation equipment and appurtenances necessary to utilize the service.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### **TYPE OF SERVICE**

Alternating current 60 Hz, three phase at Company's standard transmission voltage of 69,000 volts or higher.

#### **NET MONTHLY BILL**

Billing under Rate GSP will occur on a calendar-month basis in order to align with the PJM settlement process.<sup>1</sup> For calendar months in which customer consumes more power from Company's transmission system than it generates and delivers to the Company's transmission system, as measured by Company's meter(s), customer's net monthly bill shall be computed in accordance with Rate TS, Transmission Service, for the kilowatt-hours consumed net of the kilowatt-hours generated. For clarity, the peak kilovolt-amperes consumed shall not be netted with the peak kilovolt-amperes generated in computing the demand; the demand shall be determined in accordance with Rate TS using the peak kilovolt-amperes consumed.

For calendar months in which the customer generates and delivers more power to Company's transmission system than it consumes from Company's transmission system, as measured by Company's meter(s), customer's net monthly bill shall be computed in accordance with Rate TS, Transmission Service, provided however, that (i) kilowatt-hours and kilovolt amperes shall be based on the power consumed from Company's transmission system, (ii) the Minimum Charge and Demand provisions shall not apply, and (iii) the following Riders shall not apply:

- Sheet No. 89, Rider BTR, Base Transmission Rider
- Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider
- Sheet No. 111, Rider RC, Retail Capacity Rider
- Sheet No. 112, Rider RE, Retail Energy Rider
- Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider

Except as otherwise noted herein, all provisions of Rate TS, Transmission Service, shall apply.

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<sup>1</sup> See PJM Manual 28, Section 13.1.

**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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

**TERMS AND CONDITIONS**

The initial term of contract shall be for a minimum period of one (1) year, terminable thereafter by either the customer or the Company with thirty (30) days written notice.

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

**SERVICE REGULATIONS**

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

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**RATE SL**

**STREET LIGHTING SERVICE**

**APPLICABILITY**

Applicable to municipal, county, state and Federal governments, including divisions thereof, and incorporated homeowners associations for the lighting of public streets and roads with Company-owned lighting fixtures.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

Mercury Vapor lighting fixtures will not be installed by the Company after June 1, 2003. .

This service will no longer be available for units installed after December 31, 2004.

**TYPE OF SERVICE**

All equipment owned by the Company will be installed and maintained by the Company. All lamps will burn from dusk to dawn, approximately 4,160 hours per annum. The Company will endeavor to replace burned-out lamps within three (3) business days after notification by the customer. The Company does not guarantee continuous lighting or electric service and shall not be liable to the customer or anyone else for any damage, loss or injury due to any cause.

**NET MONTHLY BILL**

The following monthly charge for each unit with lamp and luminaire, controlled automatically, will be assessed:

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
1. Base Rate				
<u>OVERHEAD DISTRIBUTION AREA</u>				
Fixture Description				
Standard Fixture (Cobra Head)				
Mercury Vapor				
7,000 lumen	175	0.193	803	5.147
7,000 lumen (Open Refractor)	175	0.205	853	5.046
10,000 lumen	250	0.275	1,144	5.231
21,000 lumen	400	0.430	1,789	5.295

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**NET MONTHLY BILL (Contd.)**

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
Metal Halide				
14,000 lumen	175	0.193	803	5.149
20,500 lumen	250	0.275	1,144	5.230
Sodium Vapor				
9,500 lumen	100	0.117	487	9.104
9,500 lumen (Open Refractor)	100	0.117	487	8.753
16,000 lumen	150	0.171	711	9.878
22,000 lumen	200	0.228	948	9.807
27,500 lumen	200	0.228	948	9.810
50,000 lumen	400	0.471	1,959	11.999
Decorative Fixtures				
Sodium Vapor				
9,500 lumen (Rectilinear)	100	0.117	487	15.803
22,000 lumen (Rectilinear)	200	0.246	1,023	15.974
50,000 lumen (Rectilinear)	400	0.471	1,959	15.978
50,000 lumen (Setback)	400	0.471	1,959	21.937

Where a street lighting fixture served overhead is to be installed on another utility's pole on which the Company does not have a contact, a monthly pole charge will be assessed.

**Spans of Secondary Wiring:**

For each increment of fifty (50) feet of secondary wiring beyond the first one hundred fifty (150) feet from the pole, the following price per month shall be added to the price per month per street lighting unit: \$0.770.

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
<b><u>UNDERGROUND DISTRIBUTION AREA</u></b>				
Fixture Description				
Standard Fixture (Cobra Head)				
Mercury Vapor				
7,000 lumen	175	0.210	874	4.311
7,000 lumen (Open Refractor)	175	0.205	853	5.314

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**NET MONTHLY BILL (Contd.)**

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
10,000 lumen	250	0.292	1,215	4.412
21,000 lumen	400	0.460	1,914	3.510
Sodium Vapor				
9,500 lumen	100	0.117	487	9.086
22,000 lumen	200	0.228	948	9.806
27,500 lumen	200	0.228	948	7.516
50,000 lumen	400	0.471	1,959	11.992
Decorative Fixtures				
Mercury Vapor				
7,000 lumen (Town & Country)	175	0.205	853	9.306
7,000 lumen (Holophane)	175	0.210	874	9.976
7,000 lumen (Gas Replica)	175	0.210	874	18.277
7,000 lumen (Aspen)	175	0.210	874	9.519
Metal Halide				
14,000 lumen (Granville)	175	0.210	874	9.519
14,000 lumen (Town & Country)	175	0.205	853	8.142
14,500 lumen (Gas Replica)	175	0.210	874	24.394
Sodium Vapor				
9,500 lumen (Town & Country)	100	0.117	487	15.391
9,500 lumen (Holophane)	100	0.128	532	12.432
9,500 lumen (Rectilinear)	100	0.117	487	12.128
9,500 lumen (Gas Replica)	100	0.128	532	28.078
9,500 lumen (Aspen)	100	0.128	532	12.029
16,000 lumen (Aspen)	150	0.171	711	6.645
22,000 lumen (Rectilinear)	200	0.246	1,023	12.473
50,000 lumen (Rectilinear)	400	0.471	1,959	15.309
50,000 lumen (Setback)	400	0.471	1,959	17.129

**POLE CHARGES**

<u>Pole Description</u>	<u>Pole Type</u>	<u>\$/Pole</u>
Wood		
17 foot (Wood Laminated) (a)	W17	5.76
30 foot	W30	6.30
35 foot	W35	6.82
40 foot	W40	7.69
Aluminum		
12 foot	A12	16.89
28 foot	A28	8.93
28 foot (heavy duty)	A28H	9.06
30 foot (anchor base)	A30	28.19

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**NET MONTHLY BILL (Contd.)**

Pole Description (Contd.)	Pole Type	\$/Pole
Fiberglass		
17 foot	F17	5.80
30 foot (bronze)	F30	12.58
35 foot (bronze)	F35	11.92
40 foot	F40	7.69
Steel		
27 foot (11 gauge)	S27	23.12
27 foot ( 3 gauge)	S27H	31.29

**Spans of Secondary Wiring:**

For each increment of twenty-five (25) feet of secondary wiring beyond the first twenty-five (25) feet from the pole, the following price per month shall be added to the price per month per street lighting unit: \$1.648.

Additional facilities, other than specified above, if required, will be billed at the time of installation.

(a) Note: New or replacement poles no longer available.

**2. Applicable Riders**

The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:

Sheet No. 85, Applicable Riders

**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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

**TERM OF SERVICE**

The street lighting units are installed for the life of the unit, and then its terminable on one hundred twenty (120) days written notice by either customer or Company subject to Paragraph 4 or 6 under General Conditions.

**GENERAL CONDITIONS**

- (1) If the customer requires the installation of a unit at a location which requires the extension, relocation, or rearrangement of the Company's distribution system, the customer shall, in addition to the monthly charge, pay the Company on a time and material basis, plus overhead charges, the cost of such extension, relocation, or rearrangement, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (2) Installation of street lighting units will be predicated on the ability of the Company to obtain, without cost to itself or the payment or consideration, all easements and rights-of-way which, in the opinion of the Company, are necessary for the construction, maintenance and operation of the street lights, standards,

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anchors and/or service wires. If such easements and rights-of-way cannot be so obtained, the Company shall have no obligation hereunder to install such units.

- (3) The time within which the Company will be able to commence or to complete the services to be performed is dependent on the Company's ability to secure the materials required, and the Company shall not be responsible for failure to install these street light units for such reason.
- (4) If an installed street lighting unit is required to be relocated, removed, or replaced with another unit of the same or less rated lamp wattage, the ordering Authority shall pay the Company the sacrifice value of the unit, plus labor and overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (5) Lamps and refractors which are maintained by the Company shall be kept in good operating condition by and at the expense of the Company. In cases of vandalism, the Company will repair the damaged property and the customer shall pay for such repair on a time and material basis, plus overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (6) When a Company owned street lighting unit and/or pole reaches the end of life or becomes obsolete and parts cannot be reasonably obtained, the Company shall replace lighting unit and/or pole with an available similar lighting unit and/or pole and the Customer shall commence being billed on Rate LED for the available similar lighting unit and/or pole rate and will enter into a new lighting agreement within 90 days. The terms of service of Rate LED shall commence upon lighting unit and/or pole installation. If within 90 days of replacement the Customer does not enter into a new agreement, the service may be terminated.

#### **SERVICE REGULATIONS**

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

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**RATE TL**

**TRAFFIC LIGHTING SERVICE**

**APPLICABILITY**

Applicable to the supplying of energy for traffic signals or other traffic control lighting on public streets and roads. After January 1, 1992, this tariff schedule shall only be applicable to municipal, county, state and local governments. In the application of this tariff, each point of delivery shall be considered as a separate customer.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

**TYPE OF SERVICE**

Alternating current 60 Hz, single phase at the Company's standard secondary voltage.

**NET MONTHLY BILL**

Computed in accordance with the following charges:

1. Base Rate
  - (a) Where the Company supplies energy, all kilowatt-hours shall be billed as follows:

Distribution Energy and Equipment Charge	\$0.006273 per kWh
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2. Applicable Riders

The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:

Sheet No. 85, Applicable Riders

**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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

**TERM OF SERVICE**

One (1) year, terminable thereafter on thirty (30) days written notice by either customer or Company.

**GENERAL CONDITIONS**

1. Billing will be based on the calculated kilowatt-hour consumption taking into consideration the size and characteristics of the load.
2. Where the average monthly usage is less than 110 kWh per point of delivery, the customer shall pay the Company, in addition to the monthly charge, the cost of providing the electric service on the basis of time and material plus overhead charges. An estimate of the cost will be submitted for approval before the work is carried out.

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3. The location of each point of delivery shall be mutually agreed upon by the Company and the customer. In overhead distribution areas, the point of delivery shall be within one hundred fifty (150) feet of existing secondary wiring. In underground distribution areas, the point of delivery shall be at an existing secondary wiring service point.
4. If the customer needs a point of delivery which requires the extension, relocation, or rearrangement of Company's distribution system, the customer shall pay the Company, in addition to the monthly charge, the cost of such extension, relocation, or rearrangement on the basis of time and material plus overhead charges, unless such extension, relocation or rearrangement is performed in the course of the Company's routine system upgrade, or where a municipality requires such work when acting in its governmental capacity; then, no payment will be made. An estimate of the cost will be submitted for approval before work is carried out.

#### **SERVICE REGULATIONS**

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

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Issued by Amy B. Spiller, President

## RATE OL

### OUTDOOR LIGHTING SERVICE

#### APPLICABILITY

Applicable for outdoor lighting services on private property with Company owned fixtures in the Company's entire service area where secondary distribution lines are adjacent to the premises to be served. Not applicable for lighting public roadways which are dedicated, or anticipated to be dedicated, except to meet the occasional singular need of a customer who has obtained written approval from the proper governmental authority.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

Mercury Vapor lighting fixtures will not be installed by the Company after June 1, 2003.

This service will no longer be available for units installed after December 31, 2004.

#### TYPE OF SERVICE

All equipment will be installed, owned and maintained by the Company on rights-of-way provided by the customer. The Company will perform maintenance only during regularly scheduled working hours and will endeavor to replace burned-out lamps within three (3) business days after notification by the customer. The Company does not guarantee continuous lighting and shall not be liable to the customer or anyone else for damage, loss or injury resulting from any interruption in such lighting due to any cause. All lamps will burn from dusk to dawn, approximately 4,160 hours per annum.

#### NET MONTHLY BILL

##### 1. Base Rate

##### A. Private outdoor lighting units:

The following monthly charge for each fixture, which includes lamp and luminaire, controlled automatically, mounted on a utility pole, as specified by the Company, with a maximum mast arm of 16 feet for overhead units will be assessed:

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
<u>Standard Fixtures (Cobra Head)</u>				
<u>Mercury Vapor</u>				
7,000 lumen (Open Refractor)	175	0.205	853	9.393
7,000 lumen	175	0.210	874	15.956
10,000 lumen	250	0.292	1,215	16.285
21,000 lumen	400	0.460	1,914	17.935

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

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**NET MONTHLY BILL (Contd.)**

	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit
<u>Metal Halide</u>				
14,000 lumen	175	0.210	874	15.961
20,500 lumen	250	0.292	1,215	16.285
36,000 lumen	400	0.460	1,914	17.933
<u>Sodium Vapor</u>				
9,500 lumen (Open Refractor)	100	0.117	487	9.596
9,500 lumen	100	0.117	487	12.468
16,000 lumen	150	0.171	711	14.713
22,000 lumen	200	0.228	948	14.049
27,500 lumen	100	0.117	487	12.477
27,500 lumen	200	0.228	948	14.137
50,000 lumen	400	0.471	1,959	12.489
<u>Decorative Fixtures (a)</u>				
<u>Mercury Vapor</u>				
7,000 lumen (Town & Country)	175	0.205	853	21.363
7,000 lumen (Aspen)	175	0.210	874	30.399
<u>Sodium Vapor</u>				
9,500 lumen (Town & Country)	100	0.117	487	32.588
9,500 lumen (Holophane)	100	0.128	532	33.824
9,500 lumen (Gas Replica)	100	0.128	532	60.291
22,000 lumen (Rectilinear)	200	0.246	1,023	35.768

B. When requesting installation of a decorative unit, the customer may elect to make an additional contribution to obtain the monthly rate per unit charge for the same size standard (cobra head) outdoor lighting fixture.

C. Flood lighting units served in overhead distribution areas (FL):  
The following monthly charge for each fixture, which includes lamp and luminaire, controlled automatically, mounted on a utility pole, as specified by the Company, will be assessed:

	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit
<u>Mercury Vapor</u>				
21,000 lumen	400	0.460	1,914	16.585
<u>Metal Halide</u>				
20,500 lumen	250	0.246	1,023	12.258
36,000 lumen	400	0.460	1,914	16.584
<u>Sodium Vapor</u>				
9,500 lumen	100	0.117	487	11.575
22,000 lumen	200	0.246	1,023	12.258
30,000 lumen	200	0.246	1,023	12.256
50,000 lumen	400	0.480	1,997	13.487

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**NET MONTHLY BILL (Contd.)**

Additional facilities, if needed will be billed at the time of installation.

2. Applicable Riders

The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:

Sheet No. 85, Applicable Riders

**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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

**TERM OF SERVICE**

Three (3) years for a new and/or succeeding customer until the initial period is fulfilled. The service is terminable thereafter on ten (10) days written notice by the customer or the Company.

At the Company's option, a longer contract may be required for large installations.

**GENERAL CONDITIONS**

1. In cases of repeated vandalism, the Company at its option will repair or remove its damaged equipment and the customer shall pay for repairs on a time and material basis, plus overhead charges. If the equipment is removed, the customer will be billed for the unexpired term of the contract.
2. If the customer requires the extension, relocation or rearrangement of the Company's system, the customer will pay, in addition to the monthly charge, the Company on a time and materials basis, plus overhead charges, for such extension, relocation or rearrangement unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for customer approval before work is carried out.
3. If any Company owned lighting unit is required to be relocated, removed or replaced with another unit of the same or lower lamp wattage, the customer ordering this shall pay the Company the sacrifice value of the unit, plus labor and overhead charges, unless in the judgment of the Company no charges should be made. An estimate of the cost will be submitted for customer approval before work is carried out.
4. Installation of lighting units will be predicated on the ability of the Company to obtain, without cost to itself or the payment or consideration, all easements and rights-of-way which, in the opinion of the Company, are necessary for the construction, maintenance and operation of the lights, standards, anchors and/or service wires. If such easements and rights-of-way cannot be so obtained, the Company shall have no obligation hereunder to install such units.
5. The time within which the Company will be able to commence or to complete the services to be performed is dependent on the Company's ability to secure the materials required, and the Company shall not be responsible for failure to install these light units for such reason.
6. When a Company owned street lighting unit and/or pole reaches the end of life or becomes obsolete and parts cannot be reasonably obtained, the Company shall replace lighting unit and/or pole with an available similar lighting unit and/or pole and the Customer shall commence being billed on Rate LED

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

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for the available similar lighting unit and/or pole rate and will enter into a new lighting agreement within 90 days. The terms of service of Rate LED shall commence upon lighting unit and/or pole installation. If within 90 days of replacement the Customer does not enter into a new agreement, the service may be terminated.

#### **SERVICE REGULATIONS**

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

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**RATE NSU**

**STREET LIGHTING SERVICE  
FOR NON-STANDARD UNITS**

**APPLICABILITY**

Applicable to municipal, county, state and Federal governments, including divisions thereof, hereafter referred to as Customer, for the lighting of public streets and roads with existing Company and Customer owned lighting fixtures. This service is not available for units installed after December 2, 1983.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

**TYPE OF SERVICE**

All equipment owned by the Company will be maintained by the Company. All lamps will burn from dusk to dawn, approximately 4,160 hours per annum. The Company will endeavor to replace burned-out lamps maintained by the Company within three (3) business days after notification by the customer. The Company does not guarantee continuous lighting or electric service and shall not be liable to the customer or anyone else for any damage, loss or injury due to any cause.

**NET MONTHLY BILL**

The following monthly charge for each unit with lamp and luminaire, controlled automatically, will be assessed.

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
1. Base Rate				
A. Company Owned				
1) Steel boulevard units and 15 and 30 ft. steel poles served underground				
a. 1,000 lumen incandescent	65	0.065	270	10.428
b. 4,000 lumen incandescent	295	0.295	1,227	17.123
c. 6,000 lumen incandescent	405	0.405	1,685	21.180
d. 50,000 lumen sodium vapor	400	0.471	1,959	15.309
2) Steel light units served overhead on Company owned pole				
a. 2,500 lumen incandescent	148	0.148	616	6.480
b. 6,000 lumen incandescent	405	0.405	1,685	1.921
c. 2,500 lumen mercury vapor	100	0.115	478	7.000

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

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
B. Customer owned				
1) Lighting system on steel poles served either overhead or underground with limited maintenance by Company	400	0.460	1,914	0.214
a. 21,000 lumen mercury vapor				
2) Fixtures mounted on Company owned pole served underground in conduit with limited maintenance by Company	400	0.460	1,914	16.929
a. 21,000 lumen mercury vapor				
(Two fixtures per pole)				
2. Applicable Riders				
The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:				
Sheet No. 85, Applicable Riders				

**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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

**TERM OF SERVICE**

The street lighting units are installed for the life of the unit, terminable on one hundred twenty (120) days written notice by either customer or Company subject to Paragraph 1 or 3 under General Conditions.

**GENERAL CONDITIONS**

- (1) If an installed street lighting unit is required to be relocated, removed, or replaced with another unit of the same or less rated lamp wattage, the ordering Authority shall pay the Company the sacrifice value of the unit, plus labor and overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.

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- (2) Lamps and refractors which are maintained by the Company shall be kept in good operating condition by, and at the expense of, the Company.

In case of vandalism, the Company will repair the damaged property and the customer shall pay for such repair on a time and material basis, plus overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.

- (3) When a Company owned street lighting unit and/or pole reaches the end of life or becomes obsolete and parts cannot be reasonably obtained, the Company shall replace lighting unit and/or pole with an available similar lighting unit and/or pole and the Customer shall commence being billed on Rate LED for the available similar lighting unit and/or pole rate and will enter into a new lighting agreement within 90 days. The terms of service of Rate LED shall commence upon lighting unit and/or pole installation. If within 90 days of replacement the Customer does not enter into a new agreement, the service may be terminated.
- (4) When a customer owned lighting unit becomes inoperative, the cost of repair or replacement of the unit will be at the customer's expense. The replacement unit shall be an approved Company fixture. Upon failure of a customer owned unit, Customer may contact Company to discuss lighting options available with Company owned lighting units.
- (5) Limited maintenance by the Company includes only fixture cleaning, relamping, and glassware and photo cell replacement.

#### **SERVICE REGULATIONS**

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

## RATE NSP

### PRIVATE OUTDOOR LIGHTING FOR NON-STANDARD UNITS

#### APPLICABILITY

Applicable to service for outdoor lighting on private property with Company owned overhead lighting fixtures in the Company's entire territory where secondary distribution lines are adjacent to the premise to be served. Not applicable to service for lighting of dedicated or undedicated public thoroughfares.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### TYPE OF SERVICE

All equipment will be installed, owned and maintained by the Company on rights-of-way provided by the customer. The Company will perform maintenance only during regularly scheduled working hours and will endeavor to replace burned-out lamps within three (3) business days after notification by the customer. The Company does not guarantee continuous lighting and shall not be liable to the customer or anyone else for damage, loss or injury resulting from any interruption in such lighting due to any cause. All lamps will burn from dusk to dawn, approximately 4,160 hours per annum.

#### NET MONTHLY BILL

1. Private outdoor lighting units:

The following monthly charge for Town and Country fixtures installed, or for which customer has contracted with Company to install, prior to March 1, 1991 will be assessed:

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
9,500 lumen Sodium Vapor	100	0.117	487	14.748

The following monthly charge will be assessed for existing facilities, but this unit will not be available to new customers after March 2, 1972:

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
2,500 lumen Mercury, Open Refractor	100	0.115	478	11.609
2,500 lumen Mercury, Encl. Refractor	100	0.115	478	16.411

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## NET MONTHLY BILL (Contd.)

### 2. Outdoor lighting units served in underground residential distribution areas:

The following monthly charge will be assessed for existing fixtures which include lamp and luminaire, controlled automatically, with an underground service wire not to exceed thirty-five (35) feet from the service point, but these units will not be available to new customers after March 1, 1991:

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
7,000 lumen Mercury, Mounted on a 17-foot Fiberglass Pole	175	0.205	853	20.944
7,000 lumen Mercury, Mounted on a 30-foot Wood Pole	175	0.205	853	18.857

### 3. Flood lighting units served in overhead distribution areas:

The following monthly charge will be assessed for each existing fixture, which includes lamp and luminaire, controlled automatically, mounted on a utility pole, as specified by the Company, with a span of wire not to exceed one hundred twenty (120) feet, but these units will not be available to new customers after June 1, 1982:

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
52,000 lumen Mercury (35-foot Wood Pole)	1,000	1.102	4,584	16.093

### 4. Applicable Riders

The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:  
Sheet No. 85, Applicable Riders

## 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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

## TERM OF SERVICE

Three (3) years, terminable thereafter on ten (10) days written notice by either customer or Company.

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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Issued: December 16, 2022

Effective: January 3, 2023

Issued by Amy B. Spiller, President

### **GENERAL CONDITIONS**

1. In cases of repeated vandalism, the Company at its option will repair or remove its damaged equipment and the customer shall pay for repairs on a time and material basis, plus overhead charges. If the equipment is removed, the customer will be billed for the unexpired term of the contract.
2. If any Company owned lighting unit is required to be relocated, removed or replaced with another unit of the same or lower lamp wattage, the customer ordering this shall pay the Company the sacrifice value of the unit, plus labor and overhead charges, unless in the judgment of the Company no charges should be made. An estimate of the cost will be submitted for customer approval before work is carried out.
3. When a Company owned street lighting unit and/or pole reaches the end of life or becomes obsolete and parts cannot be reasonably obtained, the Company shall replace lighting unit and/or pole with an available similar lighting unit and/or pole and the Customer shall commence being billed on Rate LED for the available similar lighting unit and/or pole rate and will enter into a new lighting agreement within 90 days. The terms of service of Rate LED shall commence upon lighting unit and/or pole installation. If within 90 days of replacement the Customer does not enter into a new agreement, the service may be terminated.

### **SERVICE REGULATIONS**

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

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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Issued: December 16, 2022

Effective: January 3, 2023

Issued by Amy B. Spiller, President



## RATE SC

### STREET LIGHTING SERVICE - CUSTOMER OWNED

#### APPLICABILITY

Applicable to municipal, county, state and Federal governments, including divisions thereof, and incorporated homeowners associations for the lighting of public streets and roads when the total investment and installation costs of the fixtures are borne by the customer. The fixture shall be a Company approved unit used in overhead and underground distribution areas.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

Mercury Vapor lighting fixtures will not be installed by the Company after June 1, 2003.

This service will no longer be available for units installed after December 31, 2008.

#### TYPE OF SERVICE

All equipment will be owned by the customer but may be installed by customer or Company with limited maintenance performed by the Company. Limited maintenance includes only fixture cleaning, relamping, and glassware and photo cell replacement. All lamps will burn from dusk to dawn, approximately 4,160 hours per annum. The Company will endeavor to replace burned-out lamps within three (3) business days after notification by the customer. The Company does not guarantee continuous lighting and shall not be liable to the customer or anyone else for any damage, loss or injury due to any cause.

#### NET MONTHLY BILL

The following monthly charge for each lamp with luminaire, controlled automatically, will be assessed:

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
1. Base Rate				
Fixture Description				
Standard Fixture				
(Cobra Head)				
Mercury Vapor				
21,000 lumen	400	0.430	1,788	0.479
Sodium Vapor				
9,500 lumen	100	0.117	487	1.872
16,000 lumen	150	0.171	711	1.989
22,000 lumen	200	0.228	948	1.868
27,500 lumen	250	0.318	1,323	0.953
50,000 lumen	400	0.471	1,959	1.098

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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Issued by Amy B. Spiller, President

**NET MONTHLY BILL (Contd.)**

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
Decorative Fixtures				
Sodium Vapor				
16,000 lumen (Hadco)	150	0.171	711	2.414
22,000 lumen (Rectilinear)	200	0.246	1,023	1.554
50,000 lumen (Rectilinear)	400	0.471	1,959	1.266

Where a street lighting fixture served overhead is to be installed on another utility's pole on which the Company does not have a contact, a monthly pole charge will be assessed.

<u>Pole Description</u>	<u>Pole Type</u>	<u>\$/ Pole</u>
Wood		
30 foot	W30	6.30
35 foot	W35	6.82
40 foot	W40	7.69
Aluminum		
12 foot	A12	16.89
28 foot	A28	8.93

**Customer Owned and Maintained Units**

The rate for energy used for this type street lighting will be shown below. The monthly kilowatt-hour usage will be mutually agreed upon between the Company and the customer. Where the average monthly usage is less than 150 kWh per point of delivery, the customer shall pay the Company, in addition to the monthly charge, the cost of providing electric service on the basis of time and material plus overhead charges. An estimate of the cost will be submitted for approval before work is carried out.

Distribution \$0.007357 per kWh

**2. Applicable Riders**

The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:

Sheet No. 85, Applicable Riders

**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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

**TERM OF SERVICE**

The street lighting units are installed for the life of the unit, terminable on one hundred twenty (120) days written notice by either customer or Company subject to Paragraph 4 or 6 under General Conditions.

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

## **GENERAL CONDITIONS**

- (1) If the customer requires the installation of a unit at a location which requires the extension, relocation, or rearrangement of the Company's distribution system, the customer shall, in addition to the monthly charge, pay the Company on a time and material basis, plus overhead charges, the cost of such extension, relocation, or rearrangement, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (2) Installation of street lighting units will be predicated on the ability of the Company to obtain, without cost to itself or the payment or other consideration, all easements and rights-of-way which, in the opinion of the Company, are necessary for the construction, maintenance and operation of the street lights, standards, anchors and/or service wires. If such easements and rights-of-way cannot be so obtained, the Company shall have no obligation hereunder to install such units.
- (3) The time within which the Company will be able to commence or to complete the services to be performed is dependent on the Company's ability to secure the materials required, and the Company shall not be responsible for failure to install these street light units for such reason.
- (4) If an installed street lighting unit is required to be relocated, removed, or replaced by the Company, the ordering Authority shall pay the Company the cost agreed upon under a separate contract.
- (5) Lamps and refractors which are maintained by the Company shall be kept in good operating condition by and at the expense of the Company.

In cases of vandalism, the Company will repair the damaged property and the customer shall pay for such repair on a time and material basis, plus overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.

- (6) When a customer owned lighting unit becomes inoperative, the cost of repair, replacement or removal of the unit will be at the customer's expense. Upon failure of a customer owned unit, Customer may contact Company to discuss lighting options available with Company owned lighting units.
- (7) All lights installed on an overhead distribution system will be installed by Company under a separate contract with customer.

## **SERVICE REGULATIONS**

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

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Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

Issued: December 16, 2022

Effective: January 3, 2023

Issued by Amy B. Spiller, President

## RATE SE

### STREET LIGHTING SERVICE - OVERHEAD EQUIVALENT

#### APPLICABILITY

Applicable to municipal, county, state and federal governments, including divisions thereof, and incorporated homeowners associations, for the lighting of public streets and roads with Company lighting fixtures in underground distribution areas, where the customer elects to make a contribution for the installation of the fixture, mounting, pole and secondary wiring to obtain the rate/unit for the same size standard fixture (cobra head) in an overhead distribution area.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

Mercury Vapor lighting fixtures will not be installed by the Company after June 1, 2003.

This service will no longer be available for units installed after December 31, 2004.

#### TYPE OF SERVICE

All equipment will be installed, owned and maintained by the Company. All lamps will burn from dusk to dawn, approximately 4,160 hours per annum. The Company will endeavor to replace burned-out lamps within three (3) business days after notification by the customer. The Company does not guarantee continuous lighting and shall not be liable to the customer or anyone else for any damage, loss or injury due to any cause.

#### NET MONTHLY BILL

The following monthly charge for each lamp with luminaire, controlled automatically, will be assessed:

	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit
1. Base Rate				
Fixture Description				
Decorative Fixtures				
<u>Mercury Vapor</u>				
7,000 lumen (Town & Country)	175	0.205	853	5.662
7,000 lumen (Holophane)	175	0.210	874	5.581
7,000 lumen (Gas Replica)	175	0.210	874	5.581
7,000 lumen (Aspen)	175	0.210	874	5.581

Issued pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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Issued by Amy B. Spiller, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 66.19  
Cancels and Supersedes  
Sheet No. 66.18  
Page 2 of 3

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

	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit
<u>Sodium Vapor</u>				
9,500 lumen (Town & Country)	100	0.117	487	9.104
9,500 lumen (Hollophane)	100	0.128	532	8.935
9,500 lumen (Rectilinear)	100	0.117	487	9.107
9,500 lumen (Gas Replica)	100	0.128	532	8.936
9,500 lumen (Aspen)	100	0.128	532	8.936
22,000 lumen (Rectilinear)	200	0.246	1,023	9.524
50,000 lumen (Rectilinear)	400	0.471	1,959	11.999
<u>Metal Halide</u>				
14,000 lumen (Town & Country)	175	0.205	853	5.662
14,000 lumen (Granville)	175	0.210	874	5.581
14,400 lumen (Rectangular Cutoff)	175	0.210	874	15.830
14,500 lumen (Gas Replica)	175	0.210	874	5.580
36,000 lumen (Low Profile)	400	0.455	1,893	13.650

Additional facilities, other than specified above, if required, will be billed at the time of installation.

2. **Applicable Riders**

The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:  
Sheet No. 85, Applicable Riders

**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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

**TERM OF SERVICE**

The street lighting units are installed for the life of the unit, terminable on one hundred twenty (120) days written notice by either customer or Company subject to Paragraph 4 or 6 under General Conditions.

**GENERAL CONDITIONS**

- (1) If the customer requires the installation of a unit at a location which requires the extension, relocation, or rearrangement of the Company's distribution system, the customer shall, in addition to the monthly charge, pay the Company on a time and material basis, plus overhead charges,

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the cost of such extension, relocation, or rearrangement, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.

- (2) Installation of street lighting units will be predicated on the ability of the Company to obtain, without cost to itself or the payment or other consideration, all easements and rights-of-way which, in the opinion of the Company, are necessary for the construction, maintenance and operation of the street lights, standards, anchors and/or service wires. If such easements and rights-of-way cannot be so obtained, the Company shall have no obligation hereunder to install such units.
- (3) The time within which the Company will be able to commence or to complete the services to be performed is dependent on the Company's ability to secure the materials required, and the Company shall not be responsible for failure to install these street light units for such reason.
- (4) If an installed street lighting unit is required to be relocated, removed, or replaced with another unit of the same or less rated lamp wattage, the ordering Authority shall pay the Company the sacrifice value of the unit, plus labor and overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (5) Lamps and refractors which are maintained by the Company shall be kept in good operating condition by and at the expense of the Company. In cases of vandalism, the Company will repair the damaged property and the customer shall pay for such repair on a time and material basis, plus overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (6) When a Company owned street lighting unit and/or pole reaches the end of life or becomes obsolete and parts cannot be reasonably obtained, the Company shall replace lighting unit and/or pole with an available similar lighting unit and/or pole and the Customer shall commence being billed on Rate LED for the available similar lighting unit and/or pole rate and will enter into a new lighting agreement within 90 days. The terms of service of Rate LED shall commence upon lighting unit and/or pole installation. If within 90 days of replacement the Customer does not enter into a new agreement, the service may be terminated.
- (7) The contribution only provides for replacement of these facilities due to occasional damage or premature malfunction. It does not cover replacement at end of life.

#### **SERVICE REGULATIONS**

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

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Issued by Amy B. Spiller, President

## **RATE UOLS**

### **UNMETERED OUTDOOR LIGHTING ELECTRIC SERVICE**

#### **APPLICABILITY**

Applicable for electric energy usage only for any street or outdoor pole-mounted area lighting system (System), operating during the dusk to dawn time period, on private or public property and owned by the customer or the Company. The customer must be adjacent to an electric power line of the Company that is adequate and suitable for supplying the necessary electric service.

Service under this tariff schedule shall require an agreement between the customer and the Company specifying the calculated lighting kilowatt-hours. The System shall comply with the connection requirements in the Company's Electric Service Regulations, Section III, Customer's and Company's Installations.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### **CONTRACT FOR SERVICE**

The customer will enter into an Agreement for Electric Service for Outdoor Lighting for a minimum of one (1) year and renewable annually, automatically, thereafter.

The Company will provide unmetered electric service based on the calculated annual energy usage for each luminaire's lamp wattage plus ballast usage (impact wattage). The System kilowatt-hour usage shall be determined by the number of lamps and other System particulars as defined in the agreement between the customer and Company. The monthly kilowatt-hour amount will be billed at the rate contained in the NET MONTHLY BILL section below.

#### **LIGHTING HOURS**

The unmetered lighting System will be operated automatically by either individual photoelectric controllers or System controller(s) set to operate on either dusk-to-dawn lighting levels or on pre-set timers for any hours between dusk-to-dawn. The hours of operation will be agreed upon between the customer and the Company and set out in the Agreement. Dusk-to-dawn lighting typically turns on and off approximately one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise which is approximately 4160 hours annually.

#### **NET MONTHLY BILL**

Computed in accordance with the following charge:

- |                           |                    |
|---------------------------|--------------------|
| 1. Base Rate Distribution | \$0.007360 per kWh |
|---------------------------|--------------------|



## **NET MONTHLY BILL (Contd.)**

### **2. Applicable Riders**

The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:

Sheet No. 85, Applicable Riders

## **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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

## **OWNERSHIP OF SERVICE LINES**

Company will provide, install, own, operate and maintain the necessary facilities for furnishing electric service to the System defined in the agreement. If the customer requires the installation of a System at a location which requires the extension, relocation, or rearrangement of the Company's distribution system, the customer shall, in addition to the monthly charge, pay the Company on a time and material basis, plus overhead charges, the cost of such extension, relocation, or rearrangement, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.

The Company shall erect the service lines necessary to supply electric energy to the System within the limits of the public streets and highways or on private property as mutually agreed upon by the Company and the customer. The customer shall assist the Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines required to serve the System.

The Company shall not be required to pay for obtaining permission to trim or re-trim trees where such trees interfere with lighting output or with service lines or wires of the Company used for supplying electric energy to the System. The customer shall assist the Company, if necessary, in obtaining permission to trim trees where the Company is unable to obtain such permission through its own best efforts.

## **SERVICE REGULATIONS**

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

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## **RATE OL-E**

### **OUTDOOR LIGHTING EQUIPMENT INSTALLATION**

#### **APPLICABILITY**

Applicable for the installation of any street or outdoor area lighting system (System) on private or public property and owned by the Company. The customer must be adjacent to an electric power line of the Company that is adequate and suitable for supplying the necessary electric service.

Service for the System under this tariff shall require an agreement between the Customer and the Company. The System shall comply with the connection requirements in the Company's Electric Service Regulations, Section III, Customer's and Company's Installations.

A separate agreement is required for the electrical energy consumed by this lighting system.

#### **CONTRACT FOR SERVICE**

The Customer will enter into an Outdoor Lighting Equipment Agreement, herein 'Agreement', with the Company for an initial term not to exceed twenty years and automatically renewable annually thereafter. Termination by either party shall require 120 days advance notice. The Agreement shall specify the lighting equipment to be installed and owned by the Company, the term of the agreement, itemized monthly charges for the equipment, maintenance terms, and any other necessary information.

The initial Agreement will include two specific monthly charges: a monthly System Charge based on the Company's cost of purchasing and installing the System (Installed Cost), and a monthly Maintenance Charge. The monthly System Charge will end with the expiration of the initial Agreement term while the monthly Maintenance Charge will continue for the life of the System. When the Agreement is terminated by Customer request before initial term expiration, the Customer must reimburse the Company the sum of all remaining monthly System Charges for the initial term of the Agreement, minus salvage value as determined by the Company.

The System Charge is determined by applying the current Levelized Fixed Charge Rate (LFCR), to the Company's cost of purchasing and installing the System. The Customer agrees to the resulting monthly charge that is dependent on the initial term length of the Agreement. The initial term length is the Customer's choice up to and including ten years. The Customer may make an up-front payment that will be applied against the Installed Cost and will thereby reduce the monthly System Charge.

The monthly Maintenance Charge covers estimated equipment maintenance costs as specified in the Agreement, including the ongoing costs of ownership such as administration, taxes and insurance. The Agreement allows for re-evaluation and possible adjustment to the monthly Maintenance Charges every three years. The monthly Maintenance Charge does not cover replacement of the fixture upon failure.

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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## LEVELIZED FIXED CHARGE CALCULATION

The annual Levelized Fixed Charge Rate percentage is calculated as follows:

$$LFCR = r + d + \left( \frac{T}{1-T} \right) \times (r + d - D) \times \left( \frac{r - i}{r} \right)$$

Where  $r$  = Rate of Return (Cost of Capital)  
 $D$  = Depreciation Rate (straight line)  
 $T$  = Federal and State Composite Income Tax Rate  
 $i$  = Synchronized Interest Deduction  
 $d$  = Sinking Fund Factor

## LATE PAYMENT CHARGE

Payment of the total monthly 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.

## OWNERSHIP OF SERVICE LINES

Company will provide, install, own, operate and maintain the necessary facilities for furnishing electric service to the System defined in the agreement. If the Customer requests the installation of a System at a location which requires the extension, relocation, or rearrangement of the Company's distribution system, the Customer shall, in addition to the monthly charges, pay the Company on a time and material basis, plus overhead charges, the cost of such extension, relocation, or rearrangement, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval and payment before work is carried out.

The Company shall erect the service lines necessary to supply electric energy to the System within the limits of the public streets and highways or on private property as mutually agreed upon by the Company and the Customer. The Customer shall assist the Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines required to serve the System.

The Company shall not be required to pay for obtaining permission to trim or re-trim trees where such trees interfere with lighting output or with service lines or wires of the Company used for supplying electric energy to the System. The Customer shall assist the Company, if necessary, in obtaining permission to trim trees where the Company is unable to obtain such permission through its own efforts.

## 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.

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## **RATE LED**

### **LED OUTDOOR LIGHTING ELECTRIC SERVICE**

#### **APPLICABILITY**

To any customer seeking unmetered roadway or other unmetered outdoor illumination from Company owned LED technology. Customer must be adjacent to an electric power line of Company that is adequate and suitable for supplying the necessary electric service. Specific program technologies, services, pricing, and requirements are addressed below. Service hereunder is provided for the sole and exclusive benefit of the customer, and nothing herein or in the agreement executed hereunder is intended to benefit any third party or to impose any obligation on the Company to any such third party.

Service under this tariff schedule shall require a agreement between the customer and the Company specifying the calculated lighting kilowatt-hours. The LED System shall comply with the connection requirements in the Company's Electric Service Regulations, Section III, Customer's and Company's Installations.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Standard Service Offer.

#### **CHARACTER OF SERVICE**

The Company will provide automatically controlled unmetered lighting service , alternating current, 60 cycle, single phase, at the Company's standard voltage available. This service may include "smart" lighting technologies.

The Company will provide unmetered electric service based on the calculated annual energy usage for each luminaire's lamp wattage plus ballast usage (impact wattage). The LED System kilowatt-hour usage shall be determined by the number of lamps and other LED System particulars as defined in the agreement between the customer and Company. The monthly kilowatt-hour amount will be billed at the rate contained in the NET MONTHLY BILL section below.

#### **LIGHTING HOURS**

All unmetered lighting systems, under this rate schedule, will be operated automatically. Annual estimated operating hours for dusk-to-dawn levels will be based on regional National Weather Service hours for sunrise and sunset times. Dusk-to-dawn lighting typically turns on and off approximately one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise which is approximately 4160 hours annually.

#### **NET MONTHLY BILL**

Computed in accordance with the following charge:

- |                           |                    |
|---------------------------|--------------------|
| 1. Base Rate Distribution | \$0.007858 per kWh |
|---------------------------|--------------------|

# **NET MONTHLY BILL (Contd.)**

Energy charge based on the following calculation:

- a. Lamp watts plus ballast wattage equals impact watts
- b. Watts times estimated annual burn hours as set in agreement equals annual watt hours
- c. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh)
- d. Annual kWh divided by twelve (12) months equals monthly kWh
- e. Monthly kWh times current rate per kWh = monthly dollar amount per luminaire

## **2. Applicable Riders**

The riders applicable to this rate and the charges pursuant to the specific terms contained within each rider are listed and summarized on the following sheet:

Sheet No. 85, Applicable Riders

## **3. Monthly Maintenance, Fixture, Pole, Pole Foundation, Brackets, and Wiring Equipment Charges:**

<b>I. Fixtures:</b>				<b>PER UNIT PER MONTH</b>		
<b>BILLING TYPE</b>	<b>DESCRIPTION</b>	<b>INITIAL LUMENS OUTPUT</b>	<b>LAMP WATTAGE</b>	<b>kWh</b>	<b>FIXTURE</b>	<b>MAINTENANCE</b>
LED RDW 50	Roadway #1	4,521	50	17.3	\$ 3.61	\$ 2.17
LED RDW 70	Roadway #2	6,261	70	24.3	\$ 4.48	\$ 2.17
LED RDW 110	Roadway #3	9,336	110	38.1	\$ 5.00	\$ 2.17
LED RDW 150	Roadway #4	12,642	150	52.0	\$ 5.06	\$ 2.17
LED RDW 220	Roadway #5	18,642	220	76.3	\$ 7.17	\$ 2.64
LED RDW 280	Roadway #6	24,191	280	97.1	\$ 7.24	\$ 2.64
LED GV 50	Acorn	5,147	50	17.3	\$ 11.72	\$ 2.17
LED GVD 50	Deluxe Acorn	5,147	50	17.3	\$ 13.12	\$ 2.17
LED ODA 70	Open Deluxe Acorn	6,500	70	24.3	\$ 13.53	\$ 2.17
LED TR 50	Traditional	3,303	50	17.3	\$ 5.93	\$ 2.17
LED OT 50	Open Traditional	3,230	50	17.3	\$ 6.21	\$ 2.17
LED MB 50	Mini Bell	4,500	50	17.3	\$ 11.58	\$ 2.17
LED EN 50	Enterprise	3,880	50	17.3	\$ 11.98	\$ 2.17
LED SAN 70	Sanibel	5,508	70	24.3	\$ 15.34	\$ 2.17
LED SAN 150	Sanibel	12,500	150	52.0	\$ 15.34	\$ 2.17
LED TD 150	Teardrop	12,500	150	52.0	\$ 18.57	\$ 2.17
LED TDP 50	Pedestrian Teardrop	4,500	50	17.3	\$ 15.06	\$ 2.17

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LED SBX 220	Shoebox	18,500	220	76.3	\$ 11.76	\$ 2.64
LED SBX 420	Shoebox	39,078	420	145.6	\$ 17.81	\$ 2.64
LED SBX 150	Shoebox	19,000	150	52.0	\$ 10.77	\$ 2.17
LED SBX 530	Shoebox	57,000	530	183.7	\$ 20.63	\$ 2.64
LED CLE 50	Clermont	6,300	50	17.3	\$ 18.90	\$ 2.17
LED CLE 150	Clermont	12,500	150	52.0	\$ 20.32	\$ 2.17
LED FL 130	Flood	14,715	130	45.1	\$ 6.79	\$ 2.17
LED FL 260	Flood	32,779	260	90.1	\$ 11.05	\$ 2.64
LED MON 50	Monticello	4,157	50	17.3	\$ 13.59	\$ 2.17
LED OMO 50	Open Monticello	4,157	50	17.3	\$ 13.64	\$ 2.17
LED MT 50	Mitchell	5,678	50	17.3	\$ 12.91	\$ 2.17
LED MTR 50	Mitchell - Ribs, Bands, & Medallions	5,678	50	17.3	\$ 14.16	\$ 2.17
LED MTT 50	Mitchell - Top Hat	5,678	50	17.3	\$ 12.91	\$ 2.17
LED MTL 50	Mitchell - Top Hat, Ribs, Bands, & Medallions	5,678	50	17.3	\$ 14.16	\$ 2.17
LED SAN 50	Sanibel	6,000	50	17.3	\$ 13.92	\$ 2.17
LED ANF 40	Acorn - No Finial	5,000	40	13.9	\$ 11.69	\$ 2.17
LED OCA 50	Ocala Acorn	6,582	50	17.3	\$ 6.52	\$ 2.17
LED DTL 50	Deluxe Traditional	5,057	50	17.3	\$ 14.09	\$ 2.17
LED TC 30	Town & Country	3,000	30	10.4	\$ 4.99	\$ 2.17
LED TCO 30	Open Town & Country	3,000	30	10.4	\$ 4.99	\$ 2.17
LED EN 150	Enterprise	16,500	150	52.0	\$ 11.47	\$ 2.17
LED EN 220	Enterprise	24,000	220	76.3	\$ 12.31	\$ 2.64

II. POLES BILLING TYPE	DESCRIPTION	CHARGE PER UNIT PER MONTH
A12A	Style A - 12 Ft - Top Tenon - Anchor Base A	\$ 8.17
A15D	Style A - 15 Ft - Top Tenon - Direct Buried	\$ 7.53
A15A	Style A - 15 Ft - Top Tenon - Anchor Base	\$ 10.26
A18D	Style A - 18 Ft - Top Tenon - Direct Buried	\$ 7.80
A17A	Style A - 17 Ft - Top Tenon - Anchor Base B	\$ 10.04

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A25D	Style A - 25 Ft - Top Tenon - Direct Buried	\$ 10.60
A22A	Style A - 22 Ft - Top Tenon - Anchor Base	\$ 11.66
A30D	Style A - 30 Ft - Top Tenon - Direct Buried	\$ 11.98
A27A	Style A - 27 Ft - Top Tenon - Anchor Base	\$ 14.84
A35D	Style A - 35 Ft - Top Tenon - Direct Buried	\$ 13.64
A32A	Style A - 32 Ft - Top Tenon - Anchor Base	\$ 16.65
A41D	Style A - 41 Ft - Top Tenon - Direct Buried	\$ 15.02
A12B	Style B - 12 Ft - Top Tenon - Post Top - Anchor Base	\$ 10.76
A12C	Style C - 12 Ft - Top Tenon - Post Top - Anchor Base	\$ 13.76
S12V	Style C - 12 Ft - Top Tenon - Davit - Anchor Base	\$ 18.19
S14C	Style C - 14 Ft - Top Tenon - Boston Harbor - Anchor Base	\$ 15.86
S21V	Style C - 21 Ft - Top Tenon - Davit - Anchor Base	\$ 37.10
S23C	Style C - 23 Ft - Top Tenon - Boston Harbor - Anchor Base	\$ 42.52
A12R	Style D - 12 Ft - Top Tenon - Post Top - Anchor Base	\$ 12.59
A12E	Style E - 12 Ft - Top Tenon - Post Top - Anchor Base	\$ 13.76
A12I	Style F - 12 Ft - Top Tenon - Post Top - Anchor Base	\$ 13.77
A35T	Style Legacy - 39 Ft - Side Mount - Direct Buried	\$ 18.63
A27S	Style Legacy - 27 Ft - Side Mount - Anchor Base	\$ 19.87
A33S	Style Legacy - 33 Ft - Side Mount - Anchor Base	\$ 20.64
A37S	Style Legacy - 37 Ft - Side Mount - Anchor Base	\$ 22.84
W30	Wood Pole - 30 Ft - Class 7	\$ 5.98
W35	Wood Pole - 35 Ft - Class 5	\$ 6.84
W40	Wood Pole - 40 Ft - Class 4	\$ 7.69
W45	Wood Pole - 45 Ft - Class 4	\$ 8.23
A15J	Style A Fluted - 15 Ft - Top Tenon - Post Top - Direct Buried	\$ 8.77
A20J	Style A Fluted - 20 Ft - Top Tenon - Post Top - Direct Buried	\$ 9.29
A21J	Style A Fluted - 21 Ft - Top Tenon - Bracket - Direct Buried	\$ 11.49
A30G	Style A - Transformer Base - 30 Ft - Top Tenon - Anchor Base	\$ 17.82
A35G	Style A - Transformer Base - 35 Ft - Top Tenon - Anchor Base	\$ 18.21
A27L	Style A - Breakaway - 27 Ft - Top Tenon - Direct Buried	\$ 21.91
A32L	Style A - Breakaway - 32 Ft - Top Tenon - Direct Buried	\$ 22.50
A37L	Style A - Breakaway - 37 Ft - Top Tenon - Direct Buried	\$ 24.13
A42L	Style A - Breakaway - 42 Ft - Top Tenon - Direct Buried	\$ 25.03
A17B	Style B - 17 Ft - Top Tenon - Post Top - Anchor Base	\$ 13.12
A17C	Style C - 17 Ft - Top Tenon - Post Top - Anchor Base	\$ 18.19
S17V	Style C - 17 Ft - Top Tenon - Davit - Anchor Base	\$ 30.67

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S17C	Style C - 17 Ft - Top Tenon - Boston Harbor - Anchor Base	\$ 29.87
A25N	Style D - 25 Ft - Top Tenon - Boston Harbor - Anchor Base	\$ 21.19
W50	Wood Pole - 50 Ft - Class 2	\$ 10.28
W55	Wood Pole - 55 Ft - Class 2	\$ 11.13
W17	Wood Pole - 17 Ft - Laminated*	\$ 5.76
A12	Aluminum Pole - 12 Ft*	\$ 16.89
A28	Aluminum Pole - 28 Ft*	\$ 8.93
A28H	Aluminum Pole - 28 Ft - Heavy Duty*	\$ 9.06
A30	Aluminum Pole - 30 Ft - Anchor Base*	\$ 28.19
F17	Fiberglass Pole - 17 Ft - Laminated*	\$ 5.80
F30	Fiberglass Pole - 30 Ft - Bronze*	\$ 12.58
F35	Fiberglass Pole - 35 Ft - Bronze*	\$ 11.92
F40	Fiberglass Pole - 40 Ft*	\$ 7.69
S27	Steel Pole - 27 Ft - 11 Gauge*	\$ 23.12
S27T	Steel Pole - 27 Ft - 3 Gauge*	\$ 31.29

\*Poles not available for installation. Poles are migrated from other rates upon fixture replacement with LED.

III. FOUNDATIONS	
DESCRIPTION	CHARGE PER UNIT PER MONTH
Style A - Prefabricated - Flush	\$ 12.73
Style A - Prefabricated - Reveal	\$ 15.74
Style B - Prefabricated - Flush	\$ 11.93
Style B - Prefabricated - Reveal	\$ 14.11
Style C - Prefabricated - Flush	\$ 12.09
Style C - Prefabricated - Reveal	\$ 14.43
Style D - Prefabricated - Flush	\$ 12.12
Style D - Prefabricated - Reveal	\$ 15.00
Style E - Prefabricated - Flush	\$ 11.92
Style E - Prefabricated - Reveal	\$ 14.34
Style F - Prefabricated - Flush	\$ 11.94
Style F - Prefabricated - Reveal	\$ 13.67
Screw-in Foundation - Flush	\$ 7.27

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<b>IV. BRACKETS</b>	
<b>DESCRIPTION</b>	<b>CHARGE PER UNIT PER MONTH</b>
Wood - Decorative - Side Mount - 14"	\$ 1.88
Wood - Side Mount - 18"	\$ 1.69
Wood - Side Mount - 4'	\$ 1.91
Wood - Side Mount - 6'	\$ 1.78
Wood - Side Mount - 8'	\$ 2.56
Wood - Side Mount - 10'	\$ 4.85
Wood - Side Mount - 12'	\$ 3.72
Wood - Side Mount - 15'	\$ 4.43
Wood - Flood - Single - Side Mount - 18"	\$ 1.77
Wood - Flood - Double - Side Mount - 18"	\$ 1.88
Metal - Single - Top Tenon - 14"	\$ 2.13
Metal - Double - Top Tenon - 14"	\$ 2.34
Metal - Triple - Top Tenon - 14"	\$ 2.61
Metal - Quad - Top Tenon - 14"	\$ 2.75
Metal - Single - Top Tenon - 6'	\$ 4.96
Metal - Double - Top Tenon - 6'	\$ 6.41
Davit - Top Tenon - 4'	\$ 7.51
Boston Harbor - Single - Top Tenon - 4'	\$ 8.27
Boston Harbor - Single - Top Tenon - 6'	\$ 8.06
Boston Harbor - Double - Top Tenon - 6'	\$ 10.27
Metal - Flood - Bullhorn - Top Tenon - 18"	\$ 2.52
Metal - Legacy - Side Mount - 4'	\$ 4.88
Metal - Legacy - Side Mount - 6'	\$ 5.53
Metal - Legacy - Side Mount - 8'	\$ 6.10
Metal - Legacy - Side Mount - 10'	\$ 6.55
Metal - Legacy - Side Mount - 12'	\$ 7.14
Metal - Legacy - Side Mount - 15'	\$ 7.69
Transmission - Side Mount - 4'	\$ 10.73
Transmission - Side Mount - 10'	\$ 10.73
Transmission - Side Mount - 15'	\$ 13.22
Shepherds Crook - Single - Top Tenon - 3'	\$ 4.98
Shepherds Crook w/ Scroll - Single - Top Tenon - 3'	\$ 5.57
Shepherds Crook - Double - Top Tenon - 3'	\$ 7.07
Shepherds Crook w/ Scroll - Double - Top Tenon - 3'	\$ 8.00

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Shepherds Crook w/ Scroll & Festoon - Single - Top Tenon - 3'	\$ 6.15
Shepherds Crook w/ Scroll - Wood - Top Tenon - 3'	\$ 6.90

V. WIRING EQUIPMENT	
DESCRIPTION	CHARGE PER UNIT PER MONTH
Secondary Pedestal	\$ 2.26
Handhole	\$ 2.30
Pullbox	\$ 5.74

#### 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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

#### OWNERSHIP OF SERVICE LINES

Company will provide, install, own, operate and maintain the necessary facilities for furnishing electric service to the System defined in the agreement. If the customer requires the installation of a System at a location which requires the extension, relocation, or rearrangement of the Company's distribution system, the customer shall, in addition to the monthly charge, pay the Company on a time and material basis, plus overhead charges, the cost of such extension, relocation, or rearrangement, unless in the judgment of the Company no charge should be made. Customer may also pay monthly for such extension, relocation, or rearrangement as described below under Terms of Service. An estimate of the cost will be submitted for approval before work is carried out.

The Company shall erect the service lines necessary to supply electric energy to the System within the limits of the streets and highways or on property as mutually agreed upon by the Company and the customer. The customer shall assist the Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines required to serve the System.

The Company shall not be required to pay for obtaining permission to trim or re-trim trees where such trees interfere with supplying electric energy to the System. The Customer shall assist the Company, if necessary, in obtaining permission to trim trees where the Company is unable to obtain such permission through its own best efforts.

#### TERMS OF SERVICE:

1. Service under this rate schedule shall be for a minimum initial term of ten (10) years from the commencement of service and shall continue thereafter until terminated by either party by notice sixty (60) days prior to termination. Upon early termination of service under this schedule, the customer shall pay an amount equal to the remaining monthly lease amount for the term of agreement and removal cost of the facilities. After the minimum initial term is complete, customers are permitted to replace lighting equipment with other options on this Rate LED or other available Company lighting tariffs without a termination charge.

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2. Where the Company provides a LED fixture, pole type or equipment other than those listed above, the monthly charges, as applicable shall be computed as follows:
  - I. Fixture
    - a. Fixture Charge: Based on the Company's average installed cost including overhead/loadings, applicable property tax, applicable income tax, depreciation and rate of return.
    - b. Maintenance Charge: Based on the Company's average cost of performing maintenance on lighting equipment.
  - II. Pole
    - a. Pole Charge: Based on the Company's average installed cost including overhead/loadings, applicable property tax, applicable income tax, depreciation and rate of return.
  - III. Other Equipment
    - a. Equipment Charge: Based on the Company's average installed cost including overhead/loadings, applicable property tax, applicable income tax, depreciation and rate of return.
3. The customer shall be responsible for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement or to make payment to the customer for damage.
4. kWh consumption for Company-owned fixtures shall be estimated in lieu of installing meters. Monthly kWh estimates will be made using the following formula:  
$$\text{kWh} = \text{Unit Wattage} \times (4160 \text{ hours per year} / 12 \text{ months}) / 1,000$$
5. No Pole Charge shall be applicable for a fixture installed on a company-owned pole which is utilized for other general electrical distribution purposes.
6. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company.
7. For a fixture type restricted to existing installations and requiring major renovation or replacement, the fixture shall be replaced by an available similar non-restricted LED fixture of the customer's choosing and the customer shall commence being billed at its appropriate rate.
8. The customer will be responsible for trimming trees and other vegetation that obstruct the light output from fixture(s) or maintenance access to the facilities.
9. All new leased LED lighting shall be installed on poles owned by the Company.
10. Alterations to leased LED lighting facilities requested by the customer after date of installation (i.e. redirect, install shields, etc.), will be billed to the customer in accordance with the Company's policy.

11. Service for street or area lighting is normally provided from existing distribution facilities. Where suitable distribution facilities do not exist, it will be the customer's responsibility to pay for necessary additional facilities.
12. The Company will normally install service in accordance with the Electric Service Regulations for the facilities required to supply electric service to the customer. For Lighting installations requiring investments exceeding the Company's standards and where additional facilities are required as discussed above, lighting customer must pay the cost of the additional facility investment upfront or 1.1342% of the cost of the additional facility investment amount monthly.
13. For available LEDs, the customer may opt to make an initial, one-time payment of 50% of the installed cost of fixtures rated greater than 200 Watts and poles other than standard wood poles, to reduce the Company's installed cost, therefore reducing their monthly rental rates for such fixtures and poles. If a customer chooses this option, the monthly fixture and pole charges shall be computed as the reduced installed cost times the corresponding monthly percentage in 2.I.(a) and/or 2.II above.

#### **SERVICE REGULATIONS**

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

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## **RIDER DIR**

### **DEVELOPMENT INCENTIVE RIDER**

#### **GENERAL**

Under the terms of this Rider, qualifying customers are required to enter into a Service Agreement with the Company. The Development Incentive Rider consists of three separate programs designed to encourage development and/or redevelopment within the Company's service territory. These three programs are 1. the Economic Development Program 2. the Urban Redevelopment Program and 3. the Brownfield Incentive Program. Requirements of these programs are described below.

#### **PROGRAM DESCRIPTIONS**

##### **Economic Development Program**

Available, at the Company's option, to non-residential customers receiving service under the provisions of one of the Company's non-residential tariff schedules. This Rider is available for load associated with initial permanent service to new establishments, expansion of existing establishments, or new customers in existing establishments who make application to the Company for service under this Rider and the Company approves such application. The new load applicable under this Rider must be a minimum of 1,000 kW at one delivery point. To qualify for service under this Rider, the customer must meet the qualifications as set forth below. Further, the customer must have applied for and received economic assistance from the State or local government or other public agency before the Company will approve a Service Agreement under this Rider. Where the customer is new to the Company's service area or is an existing customer expanding:

- 1) the customer must employ an additional workforce in the Company's service area of a minimum of twenty-five (25) full-time equivalent (FTE) employees. Employment additions must occur following the Company's approval for service under this Rider, and;
- 2) the customer's new load must result in minimum customer capital investment of one million dollars (\$1,000,000) at the customers' facility within the Company's service area. This capital investment must occur following the Company's approval for service under this Rider. (Item #1 above may be waived where an existing customers capital investment exceeds \$10 million.)

The Company may also consider applying this Rider to an existing customer who, but for economic incentives being provided by the State and/or local government or public agency, would leave the Company's service area. In this event, the following provision applies:

- 1) The customer must agree, at a minimum, to retain the current number of FTE employees.

##### **Urban Redevelopment Program**

Applicable to new customers locating in an existing building of 50,000 square feet or more, which has been unoccupied and/or remained dormant for a period of two years or more, as determined by the Company. The new customer load must be a minimum of 500 kW at one delivery point. In addition, the requested service necessary to serve the new load must not result in additional investment in distribution or transmission facilities by the Company, excepting that minor alterations in the service supplied which can be accomplished feasibly and economically may be allowed.

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## **PROGRAM DESCRIPTIONS (Contd.)**

### **Brownfield Redevelopment Program**

Applicable to customers locating in a qualified "brownfield" redevelopment area so designated by the Ohio Environmental Protection Agency and served by existing service lines. Additionally, customers are required to take service under the provisions of one of the Company's non-residential tariff schedules.

## **NET MONTHLY BILLING**

The customer shall comply with all terms of the standard tariff rate under which the customer takes service. Company will provide a monthly bill reduction up to thirty (30) percent for a period of up to sixty (60) months. The dollar amount of bill reduction will be derived by applying the agreed percentage to the customer's bill excluding excess facility charges, applicable taxes, and generation charges. As specified in the Service Agreement, the percent reduction may be different annually. The Service Agreement may also specify a maximum dollar credit amount. The customer will pay the full amount of all riders and the entirety of the applicable market-based standard service offer.

In no event shall the expected incremental revenues derived from the discounted rate charges for serving the Customer's new or increased load be less than the Company's incremental cost of serving the customer over the length of the minimum term of the agreement.

The customer may request an effective date of the Service Agreement which is no later than thirty-six (36) months after Company's approval of the Service Agreement with the customer. A Service Agreement must be fully executed within 30 days of taking the subject new service from the Company. All subsequent billings shall be at the appropriate full standard service tariff rate.

## **EVALUATION CRITERIA**

The percentage discount will be determined on an individual Customer basis given evaluation of the following criteria as available.

1. Peak monthly demand
2. Average monthly hours use
3. Interruptible characteristics
4. The customer locates in a qualified "brownfield" redevelopment area as defined above.
5. Cost to serve
6. New full-time equivalent employees
7. New average wage versus county average wage
8. New capital investment
9. County unemployment rate
10. Existing customer attributes (annual bill, current full time equivalent employees)
11. Regional economic multipliers

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### **VERIFICATION OF PERFORMANCE**

The Company will monitor annually the awarding of all contracts to ensure the Customer fulfills all terms and conditions of the contract associated with the award. Customer agrees to comply with reasonable requests from the Company for information in this regard. Nonfulfillment of contract terms and conditions is grounds for reopening and reevaluation of all contract terms and conditions, up to and including termination of the agreement. Confidentiality shall be maintained regarding the terms and conditions of any completed contract as well as all Customer negotiations, successful or otherwise.

### **TERMS AND CONDITIONS**

These Riders are not available to a new customer which results from a change in ownership of an existing establishment. However, if a change in ownership occurs after the customer enters into a Service Agreement for service under this Rider, the successor customer may be allowed to fulfill the balance of the Service Agreement under this Rider. This Rider is also not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is not available for load shifted from one customer to another within the Company's service area.

The customer must enter into a Service Agreement with the Company which shall specify, among other things, the voltage at which the customer will be served, a description of the amount and nature of the new load and the basis on which the customer requests qualification for this Rider.

If the Customer ceases the operations for which Rider DIR was originally approved, the Company will require that the Customer repay the Rider DIR reductions received according to the following schedule:

Years 1 to 5:	100%
Year 6:	80%
Year 7:	60%
Year 8:	40%
Year 9:	20%
Year 10:	10%

For customers entering into a Service Agreement under this Rider due to expansion, the Company may, at the customer's expense, install metering equipment necessary to measure the new load to be billed under the provisions of this Rider separate from the customer's existing load which shall be billed under the applicable standard tariff schedule.

Following the effective date of the Service Agreement, the customer must maintain a minimum demand in accordance with the Service Agreement and maintain a monthly average of 250 hours use of demand. Failure to do so will result in the customer's Service Agreement being terminated.

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

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**TYPE OF SERVICE**

The service provided shall be 60Hz alternating current provided at the Company's standard distribution or transmission voltage.

**SERVICE REGULATIONS**

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## **RIDER TS**

### **TEMPORARY SERVICE**

#### **APPLICABILITY**

Applicable to electric service in the entire service area of a temporary nature, for a period of less than one year and non-recurring, supplied in accordance with provisions of the appropriate rate currently in effect.

#### **TYPE OF SERVICE**

Service will be in accordance with the specifications of the standard applicable rate.

#### **CHARGES**

In addition to charges for service furnished under the applicable rate the customer will pay in advance the entire estimated cost of installing and removing facilities.

#### **TERM OF SERVICE**

Temporary service hereunder will be rendered for a period not longer than six calendar months from the date of installation, provided however, the Company may, at its option, renew said temporary connection for an additional period of three months if required by the temporary need. At the expiration of said initial period or any renewal thereof, the Company may discontinue the service from the premises.

#### **SERVICE REGULATIONS**

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## **RIDER X**

### **LINE EXTENSION POLICY**

#### **APPLICABILITY**

Available in entire service area and applicable to electric service supplied in accordance with provisions of the appropriate rate currently in effect, from the nearest available overhead distribution lines of required type of service, when it is necessary to extend such lines from existing distribution system to provide for new electric service or to provide for a material increase in the customer's load.

#### **EXTENSION PLAN**

A. For line extensions to residential single family homes, both individual homes and homes in a development, the following shall apply:

1. The Company shall be responsible for all costs associated with standard service installation, up to five thousand dollars per lot. The Company is not responsible for any costs associated with premium service.
2. The Customer shall be responsible for any costs above the five thousand dollars per individual lot.
3. The Customer shall be responsible for the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard, single-phase installation) prior to the start of construction.
4. The Customer shall make arrangements with the Company for the payment of the non-premium line extension costs that exceed five thousand dollars per lot. The Company shall afford the Customer (but not including developers of homes) the option of paying those costs, plus carrying costs and any applicable taxes, on a prorated monthly basis for up to fifty months.

B. For line extensions to residential, non-master-metered, multifamily installations (two or more units) the following shall apply:

1. The Company shall be responsible for all costs associated with standard service installation, up to twenty-five hundred dollars per unit.
2. The Customer shall be responsible for any costs above the twenty-five hundred dollars per individual unit.
3. The Customer shall be responsible for the incremental costs of premium services (the sum of the Company's cost to provide the premium installation minus the Company's cost of a standard service installation) prior to the start of construction.
4. The Customer shall make arrangements with the Company for the payment of the standard line extension costs that exceed twenty-five hundred dollars per unit. The Company shall afford the Customer, (but not including developers) the option of paying those costs, plus carrying costs and any applicable taxes, on a prorated monthly basis for up to fifty months.

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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## **EXTENSION PLAN (Cont'd)**

C. For line extensions to nonresidential Customers the following shall apply:

1. The Company shall be responsible for sixty percent of the total cost of the line extension, for standard service installation.
2. The Customer shall remit forty percent of the total cost of the line extension for standard service installation prior to the start of construction, which shall be considered a Contribution In Aid of Construction (CIAC).
3. In addition, to the extent the Customer requests premium installation service, the Customer shall be responsible for the incremental costs, including CIAC costs, of premium services (the sum of the Company's costs to provide the premium installation minus the Company's cost to install, in accordance with good utility practice, a standard line extension to the project) prior to the start of construction.
4. If a substation is required as part of the line extension project to a Customer, the Customer shall be given the option of building (pursuant to all applicable electrical standards), owning, and maintaining such substation.

D. Any Customer who paid to the Company a Contribution in Aid of Construction (CIAC), other than for premium services, may be entitled to a refund of a portion of the CIAC paid in accordance with the following:

1. If any new Customer, within fifty months of the completion of a line extension project utilizes all or part of the facilities for which the cost of standard service installation has been paid, the Customer who paid the installation costs may be entitled to a refund which represents a pro rata portion of the original cost calculated to equitably share the cost responsibility for those facilities used in service by both the new and original Customer. The new Customer will pay the pro rata portion of the original installation cost to the Company and if either a premium installation or an additional line extension project is required for such new Customer, any additional costs that would be charged under paragraphs (B), (C) or (D). After receiving the new Customer's pro rata portion, the Company will refund it to the original Customer.
2. If any new additional Customer, within fifty months of the completion of the line extension project for which a party has paid to the Company a CIAC, utilizes all or part of the facilities for which a CIAC has been paid, the party who paid the CIAC may also be entitled to a refund.

E. Nothing contained herein shall be construed to prohibit the Company from making, at its expense, greater extensions than herein prescribed, should its judgment so dictate.

F. The title to all extensions and equipment covered by the extension agreements shall be and remain in the Company.

G. The Company reserves the right to determine the type of equipment which is needed to extend service hereunder, as well as whether overhead or underground electric distribution facilities will be installed. If the Applicant desires to receive service different than that determined by the Company, the Applicant will pay to the Company the difference in cost between the different facilities.

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Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

## **DEFINITIONS**

1. "Builder/Developer" – someone who builds or contracts for and supervises the construction of any commercial structure or someone who builds or contracts for and supervises the construction of a residence for purposes other than owning and occupying it.
2. "Premium Service Cost" – all costs and expenses incurred by the Company to provide service to the customer in excess of all the costs and expenses of a standard service. Premium Service Costs may include but are not limited to, customer requested oversized facilities or any additional costs that result from customer specifications that are in excess of standard construction, alternate construction routes, special construction costs due to obstructions or other physical factors, additional equipment, as well as costs associated with local ordinances or restrictions and any expenses imposed on the Company that are beyond the Company's control. The Company reserves the right to determine whether the constructions of underground electric distribution facilities are considered standard or premium services.
3. "Residence" – a living structure meeting the permanency requirement which includes a functional domestic kitchen and conventional sleeping facilities in compliance with all applicable residential building codes and regulations.
4. "Standard Service Installation" – is the least cost most direct route to extend facilities, in accordance with good utility practice, to the customer's delivery point from the Company's point of origin at the appropriate voltage level and availability of multi-phase facilities.

## **TERM OF CONTRACT**

The initial contract shall be for a period of fifty (50) months.

## **SERVICE REGULATIONS**

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

## **RIDER EEPG**

### **EMERGENCY ELECTRIC PROCEDURES**

#### **APPLICABILITY**

Applicable in the entire territory where P.U.C.O. Electric No. 19 applies in the event of an energy emergency which necessitates curtailment of electric service, Duke Energy Ohio may curtail electrical service to its customers in the manner set forth herein, either at its sole discretion, or under applicable policies, guidelines, directives or procedures issued by the East Central Area Reliability Council (ECAR), National Electric Reliability Council (NERC), the PJM Interconnection L.L.C. (PJM), or their successor organizations, or when required by the Public Utilities Commission of Ohio (Commission).

#### **PROCEDURES**

##### **I. General Rules Applicable to Energy Emergency**

Emergency electrical procedures may be necessary in the event of electric supply shortages, transmission constraints, or other emergency conditions in the assigned service area of Duke Energy Ohio and/or outside the assigned service area of Duke Energy Ohio.

An emergency means an anticipated or existing shortage in the supply of or constraint in the transmission or distribution of electrical energy, which has or may adversely affect the operation or reliability of generating or transmission and distribution facilities.

In the event of an emergency, Duke Energy Ohio may take any remedial measure that it deems reasonably necessary to alleviate the emergency condition or that may be required either by the Commission or under applicable policies, guidelines, directives or procedures issued by ECAR (including the then current revision of ECAR Document No. 3, Emergency Operations), NERC, PJM, or their successor organizations, or Duke Energy Ohio's emergency plan. During an emergency, Duke Energy Ohio will follow the procedures set forth herein with regard to essential customers as defined in Section II, below. Duke Energy Ohio will take the remedial measures to alleviate the emergency conditions as set forth in Section III, below.

##### **II. Essential Customers**

Essential customers are defined as follows:

- (A) hospitals and emergency care facilities, which shall be limited to those facilities providing medical care and performing in-patient surgery on patients;
- (B) federal, state and county prisons and detention institutions;
- (C) police and fire stations, Ohio national guard facilities, military bases, and federal facilities essential to the national defense;
- (D) "critical customers," which means any customer or consumer on a medical or life support system for whom an interruption of service would be immediately life threatening and who is enrolled in Duke Energy Ohio's program for critical customers;
- (E) radio and television stations used to transmit emergency messages and public information broadcasts relating to emergencies;

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## II. Essential Customers (Contd.)

- (F) water pumping plants essential to the supply of potable water to a community;
- (G) sewage plants essential to the collection, treatment or disposal of a community's sewage;
- (H) emergency management and response facilities and the county-wide "911" system;
- (I) nursing homes;
- (J) central office telephone switching stations; and
- (K) blood banks.

Duke Energy Ohio does not guarantee a continuous and uninterrupted flow of power to any customer. Power interruptions may occur due to many causes other than the emergency procedures set forth herein. Further, essential customers should expect that their power may be interrupted in the event of an emergency due to the nature of the emergency and the normal configuration of electric supply systems.

Essential customers are responsible for anticipating the possibility that power may be interrupted and for developing contingency plans if continuity of service is essential. Such contingency plans may include installing on-site backup generation, uninterruptible power supplies, other alternative power sources or evacuation to another location.

Duke Energy Ohio will make reasonable efforts to maintain service to essential customers during an emergency and will attempt to minimize the time period of any interruption, when practical. Duke Energy Ohio may, however, curtail power to essential customers during an emergency. Duke Energy Ohio will attempt to identify essential customers and maintain a list of these customers for its load curtailment plans. Duke Energy Ohio will verify and update this list annually and review its curtailment rotation schedules in an attempt to minimize the number of essential customers affected by curtailment.

Residential customers may request to participate in Duke Energy Ohio's program for critical customers. Residential customers requesting to participate in this program must initially obtain a Medical Certificate from a licensed physician as to the need for and use of life support equipment in their household and must submit the certificate to Duke Energy Ohio along with their request to enroll in the program.

Upon enrollment in the program, Duke Energy Ohio will notify the customer in writing of the customer's options and responsibilities during an interruption, such as the need for backup generation, uninterruptible power supplies, other alternative power sources or evacuation to another location. Duke Energy Ohio will also notify these customers that it cannot guarantee a continuous and uninterrupted flow of power. Duke Energy Ohio will annually verify the customers' eligibility to continue to participate in the program.

## **II. Essential Customers (Contd.)**

Any non-residential customer may apply to be considered an essential customer, provided they must notify Duke Energy Ohio in writing of this request and provide the specific reasons why they should be considered an essential customer. Duke Energy Ohio will respond in writing within ten days of receipt of the request informing the customer whether, in Duke Energy Ohio's sole discretion, they will be classified as a non-residential essential customer. Non-residential essential customers are also encouraged to develop contingency plans for use during an emergency, such as the need for backup generation, interruptible power supplies, other alternative power sources or evacuation to another location.

Essential customers should prepare to implement their contingency plans any time that Duke Energy Ohio makes a public appeal for voluntary conservation, due to the possibility that Duke Energy Ohio may experience an emergency during such time that Duke Energy Ohio makes public appeals for voluntary conservation.

If Duke Energy Ohio has adequate advance notice that an emergency may occur, then Duke Energy Ohio will attempt to call critical customers to alert them of the possibility of a power interruption. Due to the frequently sudden onset of an emergency and the time necessary to contact all critical customers, Duke Energy Ohio may not be able to contact critical customers in advance of an emergency.

## **III. Remedial Measures in the Event of Emergency**

In case of an emergency, Duke Energy Ohio will exercise the following series of load reduction measures to match the load with available generation. These measures are arranged in order of severity of the measures necessary to alleviate the emergency conditions presented. In the case of a sudden or unanticipated emergency, the urgency of the situation may require Duke Energy Ohio to immediately implement the more severe measures.

### **Pricing Signals and Special Contracts**

Duke Energy Ohio offers a variety of pricing signals using approved tariffs and special contracts to encourage customers to reduce their load when generation is in short supply. Participating customers may elect to voluntarily reduce their demand based on the terms of these tariffs and contracts.

### **Internal Conservation**

Duke Energy Ohio will reduce its own energy consumption by instructing its employees to adjust thermostats, turn off lights and reduce other non-essential loads at Duke Energy Ohio facilities.

### **Voltage Reduction**

Duke Energy Ohio may reduce voltages. However, Duke Energy Ohio will not reduce voltage more than 5% below normal allowable ranges.

### **Public and Targeted Appeals for Voluntary Conservation**

Duke Energy Ohio will issue news releases to request customers to voluntarily conserve electricity, with suggestions on how to conserve. Duke Energy Ohio will also contact large commercial and industrial customers (1000 kW or more) requesting them to conserve energy.

### **III. Remedial Measures in the Event of Emergency (Contd.)**

#### **Public and Targeted Appeals for Voluntary Conservation (Contd.)**

Depending on the nature of the emergency, Duke Energy Ohio will issue additional news releases advising customers of a more critical need for voluntary conservation and also notifying customers that Duke Energy Ohio may implement rotating blackouts if the emergency conditions are not alleviated. Duke Energy Ohio will contact large commercial and industrial customers (1000 kW or more) requesting them to curtail all non-essential load.

#### **Automatic Reserve Sharing**

Automatic Reserve Sharing is a standard method for utilities to aid an adjoining, interconnected utility whose power reserves are low by transmitting power through the interconnection points to raise the reserves of the affected utility. In time of emergency, Duke Energy Ohio may utilize Automatic Reserve Sharing.

#### **Manual, Involuntary Load Curtailment**

Duke Energy Ohio may implement manual load curtailment, which is a controlled process of rotating customer outages during extreme emergencies. NERC policies may require manual curtailment when Duke Energy Ohio experiences an emergency. NERC policies may also require manual curtailment when the reliability of the Eastern Interconnect is threatened by supply or transmission problems unrelated to conditions within Duke Energy Ohio's transmission system.

#### **Automatic Load Curtailment**

Duke Energy Ohio may implement automatic load curtailment, which is a process where under-frequency relays are used to shed load as soon as the relays detect problems based upon the system frequency. NERC policies may require automatic curtailment when Duke Energy Ohio experiences an emergency or when the Eastern Interconnect is threatened by transmission system reliability problems unrelated to conditions affecting Duke Energy Ohio's transmission system.

### **IV. Curtailment Procedures**

Involuntary load curtailment is generally accomplished via remote control of circuits that feed large individual customers and/or general distribution loads. Most general distribution circuits supply many customers including one or more essential customers. Duke Energy Ohio will analyze circuits for curtailment eligibility based upon the ability to perform curtailment via remote control and upon the type of load the circuits serve. Duke Energy Ohio will attempt to limit the number of essential customers affected by involuntary load curtailments; however, given the number of circuits within Duke Energy Ohio's system and the number of customers served by Duke Energy Ohio, it is likely that Duke Energy Ohio will interrupt power to some essential customers if involuntary load curtailment procedures become necessary to alleviate emergency conditions. Duke Energy Ohio will adjust manual involuntary curtailment schedules and attempt to provide advance notification to essential customers if involuntary load curtailment occurs.

Duke Energy Ohio will advise the Commission of the nature, time and duration of all implemented emergency conditions and procedures which affect normal service to customers.

Duke Energy Ohio may initiate the following actions, as it deems appropriate, in the event of an emergency where curtailment is imminent or necessary.



#### IV. Curtailment Procedures (Contd.)

- (A) If Duke Energy Ohio is unable to balance its generation and interchange schedules to its load after using all available resources, Duke Energy Ohio may, at its discretion, declare an emergency state to the NERC/ECAR Security Coordinator.
- (B) Duke Energy Ohio may enter into power purchases to the extent that generation resources are reasonably available and transmission loading will allow.
- (C) Duke Energy Ohio may use any or all of the remedial measures in section III, above.
- (D) If the transmission system frequency is above 59.8 Hz and Duke Energy Ohio cannot reasonably balance resources to load, then Duke Energy Ohio may curtail firm load to balance resources to load.
- (E) If the transmission system frequency is at or below 59.8 Hz, then Duke Energy Ohio may curtail firm load to balance resources to load.
- (F) If the transmission system frequency is at or below 59.7 Hz, then Duke Energy Ohio may curtail firm load to assist in maintaining regional system integrity.

Automatic under-frequency load shedding may occur in the event of a sudden decline of the frequency on the ECAR System or a sudden breakup that isolates all or parts of the Ohio transmission system from other interconnected transmission systems. The under-frequency load shed may occur according to the following schedule, with each step shedding approximately an additional five percent of load as compared to the system load:

	Step	Freq-Hz	Approximate % Load Shed
1		59.5	5.0
2		59.3	5.0
3		59.1	5.0
4		58.9	5.0
5		58.7	5.0

Under these circumstances, Duke Energy Ohio will interrupt power of selected distribution circuits and lines serving customers throughout its assigned service area at Duke Energy Ohio's sole discretion.

If automatic load shedding has occurred and frequency is still declining, Duke Energy Ohio may take any additional actions that it deems reasonably necessary to arrest the decline. This may include additional load shedding and coordinated network separations.

If necessary to resynchronize the isolated area or to curtail the decline in frequency, Duke Energy Ohio may take the following steps in the sequence set forth below:



**IV. Curtailment Procedures (Contd.)**

- (A) Duke Energy Ohio may, at its discretion, interrupt power to controlled service loads and to loads rendered service under interruptible tariffs.
- (B) Duke Energy Ohio may reduce voltage up to five percent when deemed appropriate.
- (C) Duke Energy Ohio may manually shed load.

Duke Energy Ohio shall not be liable for power interruptions attributable to:

- (A) The availability of or malfunctions in generation or transmission facilities;
- (B) Malfunctions in the local distribution system due to conditions beyond Duke Energy Ohio's control, such as storms, floods, vandalism, strikes, fires, or accidents caused by third parties;
- (C) Duke Energy Ohio following any applicable orders, policies, guidelines, directives or procedures issued by the Commission, governmental authorities, East Central Area Reliability Council (ECAR), National Electric Reliability Council (NERC), PJM, or their successor organizations;
- (D) provided that Duke Energy Ohio makes reasonable efforts to restore service as soon as reasonably practicable.

Notwithstanding the foregoing, Duke Energy Ohio may be liable for damages resulting from power interruptions attributable to its gross negligence or willful misconduct.

The provisions of these Emergency Electric Procedures are subject to the provisions of Duke Energy Ohio's Retail Electric Tariff, as then in effect and approved by the Commission, including but not limited to the provisions of Duke Energy Ohio's General Terms and Conditions For Electric Service.

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 77.06  
Cancels and Supersedes  
Sheet No. 77.05  
Page 1 of 1

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**RIDER ETCJA  
ELECTRIC TAX CUTS AND JOBS ACT RIDER**

Applicable to all retail jurisdictional customers in the Company's electric service areas including those customers taking generation service from a Competitive Retail Electric Service Providers. This tariff does not apply to customers taking service under Rate TS, service at transmission voltage.

All retail jurisdictional customers shall be assessed a credit of 3.24% of the customer's applicable base distribution charges (*i.e.*, customer charge plus base distribution charge) to refund the electric distribution share of benefits resulting from the Tax Cuts and Jobs Act of 2017. This Rider shall be adjusted periodically to refund amounts authorized by the Commission. This Rider will also be updated to reflect any future changes in federal tax law impacting the Company.

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 78.3  
Cancels and Supersedes  
Sheet No. 78.2  
Page 1 of 1

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**RIDER TES**

**THERMAL ENERGY STORAGE RIDER**

**THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN**

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 80.05  
Cancels and Supersedes  
Sheet No. 80.04  
Page 1 of 1

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## **RIDER ESRR**

### **ELECTRIC SERVICE RELIABILITY RIDER**

#### **APPLICABILITY**

Applicable to all retail jurisdictional customers in the Company's electric service areas including those customers taking generation service from a Competitive Retail Electric Service Provider. This tariff does not apply to customers taking service under Rate TS, service at transmission voltage.

#### **DESCRIPTION**

This rider recovers/refunds expenses for Duke Energy Ohio's contractor vegetation management services above or below amounts being recovered in base rates.

#### **CHARGES**

A charge of 2.19% shall be applied to the base distribution charges (i.e., customer charge plus base distribution charge) of all retail customers. This Rider shall be adjusted periodically to recover amounts authorized by the Commission.

This Rider is subject to reconciliation, including, but not limited to, refunds or additional charges to customers, ordered by the Commission as the result of audits by the Commission in accordance with the December 19, 2018, Opinion and Order in Case No. 17-1263-EL-SSO, et al.

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**RIDER OET**

**OHIO EXCISE TAX RIDER**

**APPLICABILITY**

Applicable to all jurisdictional retail customers in the Company's electric service area except that customers who meet the eligibility requirements contained in section 5727.81 of the Ohio Revised Code may elect to self-assess this tax.

**CHARGE**

The Ohio excise tax is applicable to all usage on and after May 1, 2001 as follows:

First 2,000 kWh	\$0.00465 per kWh
Next 13,000 kWh	\$0.00419 per kWh
Additional kWh	\$0.00363 per kWh

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Effective: January 3, 2023

## **RIDER PF**

### **POWER FUTURE INITIATIVES RIDER**

#### **APPLICABILITY**

Applicable to all retail jurisdictional customers in the Company's electric service areas including those customers taking generation service from a Competitive Retail Electric Service Provider. This tariff does not apply to customers taking service under Rate TS, service at transmission voltage.

#### **DESCRIPTION**

This rider recovers the capital and O&M costs of programs, modifications, and offerings related to the continued evolution of the distribution grid and enhanced customer experience, including programs, modifications, and offerings that may be engendered by the Commission's PowerForward review incremental to amounts recovered in other riders or in base rates.

#### **CHARGES**

A fixed monthly charge in addition to the Customer Charge shall be applied to all retail customers. This Rider shall be adjusted periodically to recover amounts authorized by the Commission. The charge for the rate schedules are:

Residential Service	\$0.36 per month
Non-Residential Service	\$2.05 per month

This Rider is subject to reconciliation, including, but not limited to, refunds or additional charges to customers, ordered by the Commission as the result of audits by the Commission in accordance with the December 19, 2018, Opinion and Order in Case Nos. 17-1263-EL-SSO, et al., or based upon the impact to the rates recovered through the rider due to changes in federal corporate income taxes, including the Tax Cuts and Jobs Act of 2017 and pursuant to an order by the Commission directing changes to this rider as a result of the Commission's investigation in Case No. 18-47-AU-COI.

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## APPLICABLE RIDERS

### NET MONTHLY BILL

Applicable Riders:

The following riders are applicable pursuant to the specific terms contained within each rider.

Rider Sheet Number	Rider Name	Rates					
		RS, ORH, TD, TD-CPP*, RS3P, RSLI, DM, EH	DS, DP	TS	GSFL, SFL-ADPL	SL, TL, OL, NSU, NSP, SC, SE, UOLS, LED	GSP
77	ETCJA	X	X		X	X	
80	ESRR	X	X		X	X	
83	OET	X	X	X	X	X	X
84	PF	X	X		X	X	
86	USR	X	X	X	X	X	X
88	UE-GEN	X	X	X	X	X	X
89	BTR	X	X	X	X	X	
100	SGF	X	X	X	X	X	X
101	DSR	X	X		X	X	X
103	DCI	X	X		X	X	
105	DR-ECF	X	X	X	X	X	X
108	UE-ED	X	X	X	X	X	X
110	AERR	X	X	X	X	X	
111	RC	X	X	X	X	X	
112	RE	X	X	X	X	X	
115	SCR	X	X	X	X	X	
116	RR	X	X	X	X	X	
119	EE-PDRR	X	X	X	X		X
122	DDR	X					
126	PSR	X	X	X	X	X	X
128	LGR	X	X	X	X	X	

X denotes a rider applicable to the associated rate(s)

\* When available.

### APPLICABLE RIDERS - FULL NAMES

Sheet No. 77, Applicable Riders ETCJA, Electric Tax Cuts and Jobs Act Rider

Sheet No. 80, Rider ESRR, Electric Service Reliability Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

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Sheet No. 84, Rider PF, Power Future Initiatives Rider  
Sheet No. 86, Rider USR, Universal Service Fund Rider  
Sheet No. 88, Rider UE-GEN, Uncollectible Expense – Electric Generation Rider  
Sheet No. 89, Rider BTR, Base Transmission Rider  
Sheet No. 100, Rider SGF, Solar Generation Fund Rider  
Sheet No. 101, Rider DSR, Distribution Storm Rider  
Sheet No. 103, Rider DCI, Distribution Capital Investment Rider  
Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider  
Sheet No. 108, Rider UE-ED, Uncollectible Expense – Electric Distribution Rider  
Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider  
Sheet No. 111, Rider RC, Retail Capacity Rider  
Sheet No. 112, Rider RE, Retail Energy Rider  
Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider  
Sheet No. 116, Rider RR, Retail Reconciliation Rider  
Sheet No. 119, Rider EE-PDRR, Energy Efficiency and Peak Demand Response Recovery Rate  
Sheet No. 122, Rider DDR, Distribution Decoupling Rider  
Sheet No. 126, Rider PSR, Price Stabilization Rider  
Sheet No. 128, Rider LGR, Legacy Generation Rider

#### **TERMS AND CONDITIONS**

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

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**RIDER BTR**

**BASE TRANSMISSION RIDER**

**APPLICABILITY**

Applicable to all retail jurisdictional customers in the Company's electric service area.

**CHARGE**

The Base Transmission Rider charges detailed below are to recover transmission costs related to the provision of retail transmission service in Duke Energy Ohio's service territory. Costs recoverable in this rider include transmission-related costs charged to Duke Energy Ohio by the Federal Energy Regulatory Commission (FERC), a FERC-approved regional transmission organization, or the Public Utilities Commission of Ohio (PUCO) including:

Schedule 1A	Transmission Owner Scheduling, System Control, and Dispatch
Schedule 2	Reactive Supply and Voltage Control from Generation or Other Sources
	Service
Schedule 12	Transmission Enhancement Charges

Network Integration Transmission Service – Pursuant to Attachment H-22A

Transmission Expansion Planning Costs billed directly or indirectly from the PJM Interconnection L.L.C.

Consultant fees incurred by the PUCO and billed to Duke Energy Ohio

Other transmission-related costs incurred by Duke Energy Ohio as approved by the FERC and the PUCO.

Costs recoverable under Rider BTR are limited to those charges approved by the FERC and the PUCO subject to R.C. 4928.05 and O.A.C. 4901:1-36.

Rider BTR contains two components: a BTR charge and an RTEP credit to reflect a Stipulation approved by the Commission in Case No. 11-2641-EL-RDR. Both components apply to all customers. The RTEP credit is a reduction to bills for all rate classes and reflects an agreement to credit the first \$121 million in RTEP costs billed to the Company's retail load.

This Rider is subject to reconciliation, including, but not limited to, refunds or additional charges to customers, based upon the flow through impact to this Rider of changes to the Open Access Transmission Tariff approved by the Federal Energy Regulatory Commission (including changes related to the Tax Cuts and Jobs Act of 2017) or based upon the results of audits ordered by the Commission in accordance with the April 2, 2015 Opinion and Order in Case No. 14-841-EL-SSO.

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## RATE

The BTR charges and RTEP credits for each rate schedule are shown in the following tables. Both the BTR charge and the offsetting RTEP credit apply to all customers:

<u>BTR Charge Tariff Sheet</u>	<u>BTR Charge</u> (per kWh/kW)
Rate RS, RSLI, RS3P, Residential Service All kWh	\$0.013166
Rate ORH, Optional Residential Service With Electric Space Heating All kWh	\$0.013166
Rate TD, Optional Time-of-Day Rate All kWh	\$0.013166
Rate DS, Service at Secondary Distribution Voltage All kW	\$3.274100
Rate GS-FL, Optional Unmetered For Small Fixed Loads All kWh	\$0.010311
Rate EH, Optional Rate For Electric Space Heating All kWh	\$0.000165
Rate DM, Secondary Distribution Service, Small All kWh	\$0.011337
Rate DP, Service at Primary Distribution Voltage All kW	\$3.049900
Rate SFL-ADPL, Optional Unmetered Rate For Small Fixed Loads Attached Directly to Company's Power Lines All kWh	\$0.010311
Rate TS, Service at Transmission Voltage All kVA	\$2.778900
Rate SL, Street Lighting Service All kWh	\$0.000165
Rate TL, Traffic Lighting Service All kWh	\$0.000165
Rate OL, Outdoor Lighting Service All kWh	\$0.000165
Rate NSU, Street Lighting Service for Non-Standard Units All kWh	\$0.000165
Rate NSP, Private Outdoor Lighting for Non-Standard Units All kWh	\$0.000165
Rate SC, Street Lighting Service - Customer Owned All kWh	\$0.000165
Rate SE, Street Lighting Service - Overhead Equivalent All kWh	\$0.000165
Rate UOLS, Unmetered Outdoor Lighting Electric Service All kWh	\$0.000165
Rate LED, LED Outdoor Electric Lighting Service All kWh	\$0.000165

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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Issued by Amy B. Spiller, President

RTEP Credit

<u>Tariff Sheet</u>	<u>RTEP Credit</u> (per kWh)
Rate RS, RSLI, RS3P, Residential Service	\$0.000607
Rate ORH, Optional Residential Service With Electric Space Heating	\$0.000607
Rate TD, Optional Time-of-Day Rate	\$0.000607
Rate DS, Service at Secondary Distribution Voltage	\$0.000417
Rate EH, Optional Rate For Electric Space Heating	\$0.000417
Rate DM, Secondary Distribution Service, Small	\$0.000417
Rate DP, Service at Primary Distribution Voltage	\$0.000417
Rate GS-FL, Optional Unmetered For Small Fixed Loads	\$0.000417
Rate SFL-ADPL, Optional Unmetered Rate For Small Fixed Loads Attached Directly to Company's Power Lines	\$0.000417
Rate TS, Service at Transmission Voltage	\$0.000417
Rate SL, Street Lighting Service	\$0.000417
Rate TL, Traffic Lighting Service	\$0.000417
Rate OL, Outdoor Lighting Service	\$0.000417
Rate NSU, Street Lighting Service for Non-Standard Units	\$0.000417
Rate NSP, Private Outdoor Lighting for Non-Standard Units	\$0.000417
Rate SC, Street Lighting Service - Customer Owned	\$0.000417
Rate SE, Street Lighting Service - Overhead Equivalent	\$0.000417
Rate UOLS, Unmetered Outdoor Lighting Electric Service	\$0.000417
Rate LED, LED Outdoor Electric Lighting Service	\$0.000417

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## **RATE RTP**

### **REAL TIME PRICING PROGRAM**

#### **APPLICABILITY**

Applicable to customers served under Rate DS, Rate DP, or Rate TS. The incremental cost of any special metering required for service under this Program beyond that normally provided under the applicable Standard Tariff shall be borne by the Customer. Customers must enter into a service agreement with a minimum term of one year. Customers electing a Certified Supplier will not be eligible to participate in the Program.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Electric Security Plan Standard Service Offer.

#### **PROGRAM DESCRIPTION**

The RTP Program is voluntary and offers customers the opportunity to manage their electric costs by either shifting load from higher cost to lower cost pricing periods and adding new load during lower cost pricing periods or to learn about market pricing. Binding Price Quotes will be sent to each customer on a day-ahead basis. The program is intended to be bill neutral to each customer with respect to their historical usage through the use of a Customer Baseline Load (CBL) and the Company's Electric Security Plan Standard Offer Rates.

#### **CUSTOMER BASELINE LOAD**

The CBL is one complete year of customer hourly load data that represents the electricity consumption pattern and level of the customer's operation under the Standard Rate Schedule. The CBL is the basis for achieving bill neutrality for customers billed under this Rate RTP, and must be mutually agreeable to by both the customer and the Company as representing the customer's usage pattern under the Standard Rate Schedule (non-RTP). Agreement on the CBL is a requirement for participation in the RTP Program.

#### **RTP BILLING**

Customers participating in the RTP Program will be billed monthly based on the following calculation:

$$\text{RTP Bill} = \text{BC} + \text{PC} + \sum_{t=1}^n \{ (\text{CC}_t + \text{ED}_t) \times (\text{AL}_t - \text{CBL}_t) \}$$

Where:

- BC = Baseline Charge
- PC = Program Charge
- CC<sub>t</sub> = Commodity Charge for hour t
- ED<sub>t</sub> = Energy Delivery Charge for hour t
- AL<sub>t</sub> = Customer Actual Load for hour t
- CBL<sub>t</sub> = Customer Baseline Load in hour t
- n = total number of hours in the billing period
- t = an hour in the billing period

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### **BASELINE CHARGE**

The Baseline Charge is independent of customer's current monthly usage, and is designed to achieve bill neutrality with the customer's standard offer tariff if no change in electricity usage pattern occurs (less applicable program charges). The Baseline Charge is calculated at the end of the billing period and changes each billing period to maintain bill neutrality for a customer's CBL.

The Baseline Charge will be calculated as follows:

$$BC = (\text{Standard Bill @ CBL})$$

Where:

BC	=	Baseline Charge
Standard Bill @ CBL	=	Customer's bill for the specific month on the applicable Rate Schedule using the CBL to establish the applicable billing determinants

The CBL shall be adjusted to reflect applicable metering adjustments under the standard Rate Schedule.

### **PRICE QUOTES**

The Company will send to customer, within two (2) hours after the wholesale prices are published by PJM each day, Price Quotes to be charged the next day. Such Price Quotes shall include the applicable Commodity Charge, the Energy Delivery Charge, and the Ancillary Services Charge.

The Company may send more than one-day-ahead Price Quotes for weekends and holidays identified in Company's tariffs. The Company may revise these prices by 3:00 p.m. the day before they become effective.

The Company is not responsible for failure of customer to receive and act upon the Price Quotes. It is customer's responsibility to inform Company of any failure to receive the Price Quotes by 5:00 p.m. the day before they become effective.

### **COMMODITY CHARGE**

The Commodity Charge is a charge for generation. The applicable hourly Commodity Charge (Credit) shall be applied on an hour by hour basis to customer's incremental (decremental) usage from the CBL.

Charge (Credit) For Each kW Per Hour From The CBL:

For kWh <sub>t</sub> above the CBL <sub>t</sub> ,	$CC_t = MVG_t \times LAF$
For kWh <sub>t</sub> below the CBL <sub>t</sub> ,	$CC_t = MVG_t \times 80\% \times LAF$

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### COMMODITY CHARGE (Contd.)

Where:

LAF	=	loss adjustment factor
	=	1.0530 for Rate TS
	=	1.0800 for Rate DP
	=	1.1100 for Rate DS
MVG <sub>t</sub>	=	Market Value Of Generation As Determined By Company for hour t

The MVG<sub>t</sub> will be based on the expected market price of capacity and energy for the next day. The expected market price shall be the PJM Balancing Market (Real-Time) Locational Marginal Price (LMP) at the DEOK Zone inclusive of the energy, congestion, and losses charges, for each hour.

The kW Per Hour incremental or decremental usage from the CBL shall be adjusted to reflect applicable metering adjustments under the standard Rate Schedule.

### ENERGY DELIVERY CHARGE

The hourly Energy Delivery Charge is a charge for using the distribution system to deliver energy to the customer. The applicable hourly Energy Delivery Charge (Credit) shall be applied on an hour by hour basis to customer's incremental (decremental) usage from the CBL.

Charge (Credit) For Each kW Per Hour From The CBL:

Rate DS .....	\$ 0.018337 per kW per Hour
Rate DP .....	\$ 0.010445 per kW per Hour
Rate TS .....	\$ 0.000000 per kW per Hour

The kW per Hour incremental or decremental usage from the CBL shall be adjusted to reflect applicable metering adjustments under the standard Rate Schedule.

### PROGRAM CHARGE

Company will provide Internet based communication software to be used to provide customer with the Price Quotes. Customer will be responsible for providing its own Internet access. A charge of \$325 per billing period per customer shall be added to customer's bill to cover the additional billing, administrative, and cost of communicating the hourly Price Quotes associated with the RTP Program. Customer may purchase from either Company or any other third-party suppliers any other necessary equipment or software packages to facilitate participation in this program. While customers are encouraged to use such equipment or software packages to maximize benefits under this Program, it is not a requirement for program participation. It is customer's responsibility to ensure the compatibility of third-party equipment or software packages with any Company owned equipment or software

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## **APPLICABLE RIDERS**

All riders are billed against the total monthly demand and consumption, except for Rider RE, Rider RC, Rider SCR, Rider RTO, Rider BTR, Rider ESRR, Rider PF, Rider ETCJA, and Rider DCI which are billed against the CBL/BDH demand and consumption. The following riders are applicable pursuant to the specific terms contained within each rider:

- Sheet No. 77, Rider ETCJA, Electric Tax Cut & Jobs Act Rider
- Sheet No. 80, Rider ESRR, Electric Service Reliability Rider
- Sheet No. 83, Rider OET, Ohio Excise Tax Rider
- Sheet No. 84, Rider PF, PowerForward Rider
- Sheet No. 86, Rider USR, Universal Service Fund Rider
- Sheet No. 88, Rider UE-GEN, Uncollectible Expense – Electric Generation Rider
- Sheet No. 89, Rider BTR, Base Transmission Rider
- Sheet No. 100, Rider SGF, Solar Generation Fund Rider
- Sheet No. 101, Rider DSR, Distribution Storm Rider
- Sheet No. 103, Rider DCI, Distribution Capital Investment Rider
- Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider
- Sheet No. 108, Rider UE-ED, Uncollectible Expense – Electric Distribution Rider
- Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider
- Sheet No. 111, Rider RC, Retail Capacity Rider
- Sheet No. 112, Rider RE, Retail Energy Rider
- Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider
- Sheet No. 119, Rider EE-PDRR, Energy Efficiency and Peak Demand Response Recovery Rate
- Sheet No. 126, Rider PSR, Price Stabilization Rider
- Sheet No. 126, Rider LGR, Legacy Generation Rider

## **TERM AND CONDITIONS**

Except as provided in this Rate RTP, all terms, conditions, rates, and charges outlined in the Standard Rate Schedule will apply. Participation in the RTP Program will not affect customer's obligations for electric service under the Standard Rate Schedule.

The primary term of service is one (1) year consisting of a consecutive twelve month period.

Customers who terminate their service agreement under Rate RTP after the initial one (1) year term shall not be eligible to return to the program for twelve (12) months from the termination date.

Customers returning to the standard tariff shall have any historical demands in excess of the CBL, waived for purposes of calculating applicable billing demands.

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

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## **BAD CHECK CHARGE**

### **APPLICABILITY**

Applicable to all customers in the Company's electric service area.

### **CHARGE**

The Company may charge and collect a fee of \$20.00 to cover the cost of handling an unsecured check, where a customer tenders in payment of an account a check which upon deposit by the Company is returned as unpaid by the bank for insufficient funds.

### **SERVICE REGULATIONS**

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

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## **CHARGE FOR RECONNECTION OF SERVICE**

### **APPLICABILITY**

Applicable in the Company's entire service area where electric service has been disconnected due to the enforcement of the Company's Electric Service Regulations, Sheet No. 20 Paragraph 3, Company's Right to Refuse or to Disconnect Service.

### **CHARGE FOR RECONNECTION OF SERVICE**

The Company may charge and collect in advance the following:

- A. The reconnection charge for electric service which has been disconnected due to enforcement of Sheet No. 20 Paragraph 3(a), (c), (d), (e), (f), (g), (h), (i), (j), or (k) of the Company's Electric Service Regulations shall be ten dollars (\$10.00) for reconnections that can be accomplished remotely or ninety dollars (\$90.00) for reconnections that cannot be accomplished remotely.
- B. The reconnection charge for electric service which has been disconnected due to enforcement of Sheet No. 26 of the Company's Electric Service Regulations (disconnection for nonpayment) shall be ten dollars (\$10.00) for reconnections that can be accomplished remotely or ninety dollars (\$90.00) for reconnections that cannot be accomplished remotely.
- C. If both the electric service and the gas service have been disconnected, the reconnection charge shall be the sum of the gas charge set forth in the applicable gas tariff plus the applicable charge for electric service, as set forth above..
- D. Notwithstanding any other provisions, where electric service was disconnected at the pole because the Company was unable to gain access to the meter, the reconnection charge will be \$135.00.
- E. If service is discontinued because of tampering or fraudulent use thereof, the Company may charge and collect ten dollars (\$10.00) for reconnections that can be accomplished remotely or ninety dollars (\$90.00) for reconnections that cannot be accomplished remotely and, in addition, for damage to Company property and all other charges and fees as specified in section 4901:1-18-07 of the Ohio Administrative Code.
- F. If the Company receives notice after 12:30 p.m. of a customer's desire for same day reinstatement of service and if the reconnection cannot be performed during normal business hours, the after hour reconnection charge for connection at the meter will be \$100.00, or \$10.00 if a remote reconnection is possible. The after hour charge for reconnection at the pole will be \$200.00.

### **SERVICE REGULATIONS**

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

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## **COGENERATION AND SMALL POWER PRODUCTION SALE AND PURCHASE TARIFF**

### **APPLICABILITY**

The provisions of this tariff are applicable to qualifying cogeneration and small power production facilities with capacity of 100 kW or less as adopted by the Federal Energy Regulatory Commission (FERC), Title 18 CFR Part 292.201 through 292.207.

### **DEFINITIONS**

Definitions of the following terms are as adopted by the FERC, Title 18 CFR Part 292.101:

- |                                     |                          |
|-------------------------------------|--------------------------|
| (1) Qualifying Facility             | (6) Interconnection Cost |
| (2) Cogeneration Facility           | (7) Supplementary Power  |
| (3) Small Power Production Facility | (8) Back-up Power        |
| (4) Purchase                        | (9) Interruptible Power  |
| (5) Sale                            | (10) Maintenance Power   |
|                                     | (11) System              |

### **OBLIGATIONS**

- (1) Purchases  
The Company shall purchase from qualifying facilities in accordance with Part 292.304.
- (2) Sales  
The Company shall sell to qualifying facilities in accordance with Part 292.305.
- (3) Interconnections  
The Company shall make interconnections with qualifying facilities as may be necessary to accomplish purchases or sales and the qualifying facility will pay for the interconnection costs in accordance with Part 292.306. Interconnection costs will be paid over a period not to exceed thirty-six (36) months as mutually agreed upon by the qualifying facility and the Company.
- (4) System Emergencies  
During system emergencies the Company may discontinue purchases and sales or the qualifying facilities may be required to provide energy or capacity in accordance with Part 292.304(f) and 292.307.
- (5) Service Agreement  
The qualifying facility shall enter into a written Service Agreement with the Company.

### **STANDARDS FOR OPERATING RELIABILITY**

The technical requirements necessary for operating reliability are set forth in the Company's procedure entitled "Guideline Technical Requirements for Parallel Operation of Customer Generation on the Secondary Distribution System."

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## **RATE SCHEDULES**

Rates for Purchases from qualifying facilities:

The Purchase Rate for all kilowatt-hours delivered shall be the PJM Balancing Market (Real-Time) Locational Marginal Price (LMP) at the DEOK Zone, inclusive of the energy, congestion and losses charges, for each hour of the billing month.

Rates for Sales of supplemental power, back-up power, interruptible power, or maintenance power to qualifying facilities will be accomplished through applicable tariff schedules as filed with the Public Utilities Commission of Ohio.

## **TERMS AND CONDITIONS**

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

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 97.04  
Cancels and Supersedes  
Sheet No. 97.03  
Page 1 of 1

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**RIDER RTO**

**REGIONAL TRANSMISSION ORGANIZATION RIDER**

**THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN**

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**RIDER GSS  
GENERATION SUPPORT SERVICE**

**APPLICABILITY**

Applicable to any non-residential customer having generation equipment capable of supplying all or a portion of its power requirements for other than emergency purposes and who requires supplemental, maintenance or backup power. Power requirements for Supplemental Power Service, Maintenance Power Service and Backup Power Service may be provided by the Company or a Certified Supplier.

**TYPE OF SERVICE**

Service will be rendered in accordance with the specifications of the Company's applicable distribution voltage service or transmission voltage service tariff schedules.

**NET MONTHLY BILL**

The provisions of the applicable distribution service or transmission service tariff schedule and all applicable riders shall apply to Supplemental Power Service, Maintenance Power Service and Backup Power Service except where noted otherwise. The monthly Administrative Charge and the Monthly Reservation Charges as shown shall apply only to Maintenance Power Service and Backup Power Service.

1. Administrative Charge  
The Administrative Charge shall be \$75 plus the appropriate Customer Charge.
2. Monthly Backup / Maintenance Distribution Reservation Charge
  - a. Rate DS – Per Demand Charge as set forth in Sheet 40 Rate DS under section 1(b) of Net Monthly Bill
  - b. Rate DP – Per Demand Charge as set forth in Sheet 44, Rate DP under section 1(b) of Net Monthly Bill
  - c. Rate TS – Per Demand Charge as set forth in Sheet 50 Rate TS under section 1(b) of Net Monthly Bill
3. Monthly Backup / Maintenance Base Transmission Reservation Charge
  - a. Rate DS – Secondary Distribution Service Per Riders BTR
  - b. Rate DP – Primary Distribution Service Per Riders BTR
  - c. Rate TS – Transmission Service Per Riders BTR
4. Supplemental Power Service  
All Supplemental Power shall be billed under the terms and charges of the Company's applicable full service tariff schedules, including any applicable minimum demand. All power not specifically identified and contracted by the customer as Maintenance Power or Backup Power shall be deemed to be Supplemental Power.

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**NET MONTHLY BILL (Contd.)**

5. Maintenance Power Service

**Requirements -**

The customer shall contract with the Company for the level of demand required for Maintenance Power. The contracted level of Maintenance Power shall be the lesser of: 1) the transmission and/or distribution capacity required to serve the contracted load; 2) the demonstrated capacity of the customer's generating unit(s) for which Maintenance Power is required; or 3) a lesser amount of capacity as requested by the customer; provided however that the amount of contracted Maintenance Power shall be equal to the amount of contracted Backup Power. The customer's Maintenance Power requirements for each generating unit must be submitted to the Company at least sixty (60) days prior to the beginning of each calendar year. Within thirty (30) days of such submission, the Company shall respond to the customer either approving the Maintenance Power schedule or requesting that the customer reschedule those Maintenance Power requirements. For each generating unit, the customer may elect Maintenance Power Service for up to thirty (30) days in any twelve month period with no more than two (2) days consecutively during the summer billing periods of June through September and those must be during the Company's off-peak periods. The customer may request an adjustment to the previously agreed upon Maintenance Power schedule up to three weeks prior to the scheduled maintenance dates. The adjusted dates must be within one (1) week of the previously scheduled dates and result in a scheduled outage of the same seasonal and diurnal characteristics as the previously scheduled maintenance outage. The Company shall respond to the customer's request for an adjustment within one (1) week of that request. The Company may cancel a scheduled Maintenance Power period, with reason, at any time with at least seven (7) days notice to the customer prior to the beginning of a scheduled maintenance outage if conditions on the Company's electrical system warrant such a cancellation. Any scheduled Maintenance Power period cancelled by the Company shall be rescheduled subject to the mutual agreement of the Company and the customer.

**Billing of Generation-related charges –**

All power supplied under Maintenance Power Service shall be billed at the applicable rate contained in the Company's full service tariff schedules except for the following modifications: 1) the demand ratchet provision of the Company's full service tariff schedules shall be waived to the extent of the contracted amount of Maintenance Power; 2) the amount of demand used to calculate the Generation-related riders shall be the contracted amount of Maintenance Power prorated by the number of days that Maintenance Power is taken; and 3) if the customer takes service under Rider RC, the Demand Charges for Rider RC shall be reduced by fifty percent (50%). .

## **NET MONTHLY BILL (Contd.)**

### **6. Backup Power Service**

#### **Requirements –**

The customer shall contract with the Company for the level of demand required for Backup Power. The contracted level of Backup Power shall be the lesser of: 1) the transmission and/or distribution capacity required to serve the contracted load; 2) the demonstrated capacity of the customer's generating unit(s) for which Backup Power is required; or 3) a lesser amount of capacity as requested by the customer; provided however that the amount of Maintenance Power shall be equal to the amount of Backup Power. The customer shall notify the Company by telephone within one-hour of the beginning and end of the outage. Within forty-eight (48) hours of the end of the outage, the customer shall supply written notice to the Company of the dates and times of the outage with verification that the outage had occurred. If the customer can reasonably withstand interruption of the Company's backup power supply, the customer may opt for interruptible Backup Power Service. The notification period for interruption shall be one (1) hour. If the customer fails to respond to the Company's interrupt order, the customer's backup power shall be billed at the firm Backup Power rate and shall be assessed an additional fifty percent (50%) of the firm Backup Power rate for all Backup Power taken. Should the customer fail to respond to two (2) consecutive interrupt orders or four (4) interrupt orders in any twelve month period, the Company may require the customer to take Backup Power Service under the firm Backup Power rate provisions.

#### **Billing of Generation-related charges –**

All Backup Power will be billed at the applicable rate contained in the Company's full service tariff schedules except for the following modifications: 1) the demand ratchet provision of the Company's full service tariff schedules is waived to the extent of the contracted amount of Backup Power; 2) the amount of demand used to calculate the Generation-related riders shall be the contracted amount of Backup Power prorated by the number of days that Backup Power is taken. Customers who take interruptible Backup Power Service will receive a fifty percent (50%) reduction in the Generation-related rider demand charges for the Backup Power taken.

### **7. Monthly Reservation Charges**

The Backup and Maintenance Distribution and Transmission charges shown above in section 2 and 3 shall be based on the contracted amount of Backup and Maintenance Power.

## **METERING**

Recording meters, as specified by the Company, shall be installed where necessary, at the customer's expense. All metering equipment shall remain the property of the Company.

## **DEFINITIONS**

Supplemental Power Service – a service which provides distribution and/or transmission capacity to the customer as well as the energy requirements, which requirements may be provided by the Company or a Certified Supplier, for use by a customer's facility in addition to the electric power which the customer ordinarily generates on its own.

## **DEFINITIONS (Contd.)**

Maintenance Power Service – a contracted service which provides distribution and/or transmission capacity as well as the energy requirements, which requirements may be provided by the Company or a Certified Supplier, for use by the customer during scheduled outages or interruptions of the customer's own generation.

Backup Power Service – a contracted service which provides distribution and/or transmission capacity as well as the energy requirements, which requirements may be provided by the Company or a Certified Supplier, for use by the customer to replace energy generated by the customer's own generation during an unscheduled outage or other interruption on the part of the customer's own generation.

## **TERMS AND CONDITIONS**

The term of contract shall be for a minimum of five (5) years.

The customer shall be required to enter into a written Service Agreement with the Company which shall specify the type(s) of service required, notification procedures, scheduling, operational requirements, the amount of deviation from the contract demand to provide for unavoidable generation fluctuations resulting from normal mechanical factors and variations outside the control of the customer, level of demand and energy required, and whether the source of under this rider shall be provided by the Company or a Certified Supplier.

The customer is required to adhere to the Company's requirements and procedures for interconnection as set forth in the Company's publication, "Guideline Technical Requirements for Customer Generation" which is provided to customers requesting service under this rider.

The cost of any additional facilities associated with providing service under the provisions of this rider shall be borne by the customer.

Changes in contracted demand levels may be requested by the customer once each year at the contract anniversary date. This request shall be made at least thirty (30) days in advance of the contract anniversary date.

The Company may enter into special agreements with customers which may deviate from the provisions of this rider. Such agreements shall address those significant characteristics of service and cost which would influence the need for such an agreement.

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



**RIDER SBS  
OPTIONAL SUMMARY BILLING SERVICE**

**APPLICABILITY**

Applicable to non-residential jurisdictional customers having multiple electric and/or gas accounts with the Company, and who request that the billings for such accounts be summarized on a single statement. Summary Billing provides customers the convenience of receiving and paying one billing statement for their gas and electric utility accounts. The Company and customer shall enter into a service agreement specifying the applicable terms and conditions under which customer agrees to accept Summary Billing. The service agreement shall also identify the individual electric and gas accounts to be included in the Summary Bill, as agreed to by the Company and the customer.

**SUMMARY BILLING STATEMENT**

The Company will render one Summary Billing Statement each month that will summarize the customer's accounts. Additionally, customers may elect to receive a report that provides details of the associated accounts. Individual detail statements will not be provided, however, customers may elect to access detailed billing information regarding their accounts electronically.

**SUMMARY BILL DUE DATE**

The amount shown as owed on the Summary Billing Statement shall be due by the Summary Billing due date. The Company shall derive the due date by applying Generally Accepted Accounting Principles and incorporating the Time Value of Money. The Company will review this date in conjunction with any major changes to the Summary Billing Account, i.e., the removal or addition of accounts. Customers agree to waive their rights to the normal grace period between the rendering of the Summary Billing Statement and the due date, as specified in this Tariff. The period of time covered by the Summary Billing Statement shall be a uniform time period as agreed to by the parties prior to billing. Should such time period require revision due to changed circumstances, the Company will inform the customer prior to any such revision.

**APPLICATION OF PAYMENT**

Payment to the Company in full amount shall satisfy the bill rendered for services and all underlying accounts.

Payment will be considered delinquent if not received by the Company on or before the established Summary Bill due date. After an account becomes sixty (60) days past due, the summary billing agreement may be terminated without further notice.

Underpayments will be used to satisfy the oldest utility balance due first, based on billing date. These payments will then be paid out on the priority order established by the Company. Overpayments will reside on the master account, and be applied to the next billing.

**BILLING ERRORS**

Customers shall agree to pay the amount of the "summary total" indicated on the Summary Billing Statement. Adjustments to correct any billing errors will be made by the Company to the detail accounts and will be reflected in the following month's summary total.

**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. The late payment charge is not applicable to unpaid account balances for services received from a Certified Supplier.

**BILL INSERTS AND NOTICES**

The Company will meet all statutory and regulatory requirements regarding bill inserts and notices by mailing a copy of such information to only the Summary Account.

**ADDITIONAL TERMS AND CONDITIONS**

There is no additional charge for Summary Billing Services.

Customers wishing to access their detail bills electronically should call the telephone number shown on their summary bill to receive confidential access to their billing information.

The customer may cancel summary billing for any reason upon thirty (30) days written notification to the Company. In the event of termination, the covered accounts will return to the normal billing and collection procedures of the 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.

## **RIDER DSR**

### **DISTRIBUTION STORM RIDER**

#### **APPLICABILITY**

Applicable to all retail jurisdictional customers in the Company's electric service areas including those customers taking generation service from a Competitive Retail Electric Service Provider. This tariff does not apply to customers taking service under Rate TS, service at transmission voltage.

#### **DESCRIPTION**

All retail jurisdictional customers shall be assessed a charge/credit to recover/refund the costs incurred by the Company due to major storms above or below the amount in base rates. The rates for all customers are shown below.

#### **CHARGES**

Rate RS, RSLI & RS3P	(\$0.23) per month
Rate ORH	(\$0.23) per month
Rate TD	(\$0.23) per month
Rate DS	(\$0.0777) per kW
Rate EH	(\$4.18) per month
Rate DM	(\$0.26) per month
Rate GS-FL, SFL-ADPL	(\$6.14) per month
Rate DP	(\$0.0777) per kW
Lighting (SL, TL, OL, NSU, NSP, SC, SE, UOLS, LED)	\$0.00 per month

This Rider is subject to reconciliation, including, but not limited to, refunds or additional charges to customers, ordered by the Commission as the result of audits by the Commission in accordance with the December 19, 2018, Opinion and Order in Case No. 17-1263-EL-SSO, et al.

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139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
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**RIDER DCI  
DISTRIBUTION CAPITAL INVESTMENT RIDER**

Applicable to all retail jurisdictional customers in the Company's electric service areas including those customers taking generation service from a Competitive Retail Electric Service Providers. This tariff does not apply to customers taking service under Rate TS, service at transmission voltage.

All retail jurisdictional customers shall be assessed a charge of 1.634% of the customer's applicable base distribution charges (*i.e.*, customer charge plus base distribution charge) to recover the revenue requirement associated with incremental distribution capital costs incurred by the Company. This Rider shall be adjusted periodically to recover amounts authorized by the Commission.

This Rider is subject to reconciliation, including, but not limited to, refunds or additional charges to customers, ordered by the Commission as the result of audits by the Commission in accordance with the December 19, 2018, Opinion and Order in Case Nos. 17-1263-EL-SSO, et al., or based upon the impact to the rates recovered through the rider due to changes in federal corporate income taxes, including the Tax Cuts and Jobs Act of 2017 and pursuant to an order by the Commission directing changes to this rider as a result of the Commission's investigation in Case No. 18-47-AU-COI.

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**RIDER DR-IM**  
**INFRASTRUCTURE MODERNIZATION RIDER**

**THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN**

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**RIDER RC**

**RETAIL CAPACITY RIDER**

**APPLICABILITY**

Applicable to all retail jurisdictional customers in the Company's electric service territory who receive electric generation service from the Company under the Standard Service Offer (SSO). Rider RC does not apply to customers taking generation service from a Competitive Retail Electric Service provider.

**DESCRIPTION**

For the term of the Electric Security Plan approved in Case No. 17-1263-EL-SSO, Rider RC rates will be calculated based on the wholesale Final Zonal Capacity Price (FZCP) associated with the annual auctions conducted by PJM Interconnection, LLC. The wholesale FZCP for the period in which Rider RC rates are effective will be converted into retail rates using the methodology approved by the Commission. Rider RC rates will be established for each June 1 through May 31 period during the term of the Electric Security Plan. The Company will make a filing with the Commission proposing Rider RC rates for each rate-effective period within thirty days after the Commission approves the auction results that fulfill the SSO obligation for all 100 tranches during the rate-effective period.

**CHARGES**

For the billing months of June 2022 through May 2023, the following Rider RC rates apply:

<u>Tariff Sheet</u>	<u>RC Charge</u> <u>(per kWh/kW)</u>
Rates RS, RS3P, RSLI, TD-CPP, Residential Service (Non-PIPP)	
Summer, First 1000 kWh	\$0.007934
Summer, Additional kWh	\$0.007934
Winter, First 1000 kWh	\$0.007934
Winter, Additional kWh	\$0.004769
Rate ORH, Opt Res Service With Electric Space Heating (Non-PIPP)	
Summer, First 1000 kWh	\$0.004935
Summer, Additional kWh	\$0.004935
Summer, kWh greater than 150 times demand	\$0.004935
Winter, First 1000 kWh	\$0.004935
Winter, Additional kWh	\$0.002634
Winter, kWh greater than 150 times demand	\$0.001557

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**CHARGES (Contd.)**

<u>Tariff Sheet</u>	<u>RC Charge</u> <u>(per kWh/kW)</u>
Rate TD, Optional Time-of-Day Rate	
Summer, On-Peak kWh	\$0.011529
Summer, Off-Peak kWh	\$0.002761
Winter, On-Peak kWh	\$0.010186
Winter, Off-Peak kWh	\$0.002773
Rate DS, Service at Secondary Distribution Voltage	
First 150 kWh per kW	\$0.011008
Next 150 kWh per kW	\$0.001283
Next 150 kWh per kW	\$0.000620
Additional kWh	\$0.000204
Rate GS-FL, Optional Unmetered For Small Fixed Loads	
kWh Greater Than or Equal to 540 Hours	\$0.004930
kWh Less Than 540 Hours	\$0.005853
Rate SFL-ADPL, Optional Unmetered Rate For Small Fixed Loads	
Attached Directly to Company's Power Lines	
All kWh	\$0.004930
Rate EH, Optional Rate For Electric Space Heating	
All kWh	\$0.006808
Rate DM, Secondary Distribution Service, Small	
Summer, First 2800 kWh	\$0.006458
Summer, Next 3200 kWh	\$0.006458
Summer, Additional kWh	\$0.002384
Winter, First 2800 kWh	\$0.006458
Winter, Next 3200 kWh	\$0.006458
Winter, Additional kWh	\$0.002620
Rate DP, Service at Primary Distribution Voltage	
First 150 kWh per kW	\$0.012606
Next 150 kWh per kW	\$0.001195
Next 150 kWh per kW	\$0.000700
Additional kWh	\$0.000250
Rate TS, Service at Transmission Voltage	
First 150 kWh per kVA	\$0.011124
Next 150 kWh per kVA	\$0.001251
Next 150 kWh per kVA	\$0.000739
Additional kWh	\$0.000277

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**CHARGES (Continued)**

<u>Tariff Sheet</u>	<u>RC Charge</u> <u>(per kWh/kW)</u>
Rate SL, Street Lighting Service	
All kWh	\$0.000524
Rate TL, Traffic Lighting Service	
All kWh	\$0.000483
Rate OL, Outdoor Lighting Service	
All kWh	\$0.000524
Rate NSU, Street Lighting Service for Non-Standard Units	
All kWh	\$0.000524
Rate NSP, Private Outdoor Lighting for Non-Standard Units	
All kWh	\$0.000524
Rate SE, Street Lighting Service - Overhead Equivalent	
All kWh	\$0.000524
Rate SC, Street Lighting Service - Customer Owned	
Energy Only - All kWh	\$0.000524
Units – All kWh	\$0.000524
Rate UOLS, Unmetered Outdoor Lighting Electric Service	
All kWh	\$0.000524
Rates RS, RS3P, TD-CPP, Residential Service (PIPP)	
Summer, First 1000 kWh	\$0.020156
Summer, Additional kWh	\$0.020156
Winter, First 1000 kWh	\$0.020156
Winter, Additional kWh	\$0.012114
Rate ORH, Opt Res Service With Electric Space Heating (PIPP)	
Summer, First 1000 kWh	\$0.012537
Summer, Additional kWh	\$0.012537
Summer, kWh greater than 150 times demand	\$0.012537
Winter, First 1000 kWh	\$0.012537
Winter, Additional kWh	\$0.006692
Winter, kWh greater than 150 times demand	\$0.003954

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## **RIDER RE**

### **RETAIL ENERGY RIDER**

#### **APPLICABILITY**

Applicable to all retail jurisdictional customers in the Company's electric service territory who receive electric generation service from the Company under the Standard Service Offer (SSO). Rider RE does not apply to customers taking generation service from a Competitive Retail Electric Service provider.

#### **DESCRIPTION**

Rider RE recovers costs related to the provision of electric energy (kWh) in the Duke Energy Ohio service territory, as determined through the competitive bid process (SSO Auction). For the purpose of deriving Rider RE rates from the overall SSO Auction results, the costs of capacity included in the price of the SSO Auction result will be deducted from the overall price of the SSO Auction approved by the Commission for delivery during the rate-effective year. The average cost of capacity on a 'per kWh' basis will be calculated by multiplying the Company's PJM Interconnection, LLC (PJM) reliability obligation as set forth in the terms of the PJM Reliability Assurance Agreement for the SSO Auction delivery period by the Final Zonal Capacity Price(s) for the delivery period and dividing by projected kWh sales for the delivery period. The average retail energy price on a per kWh basis, before distribution losses, will be calculated by subtracting the average cost of capacity from the Commission-approved SSO Auction price for the applicable rate-effective period.

#### **CHARGES**

The charge for each respective electric service rate schedule is:

<u>Tariff Sheet</u>	<u>RE Charge</u> <u>(per kWh)</u>
Rates RS, RSLI, & RS3P, TD-CPP, Residential Service (Non-PIPP)	
Summer, First 1000 kWh	\$0.056898
Summer, Additional kWh	\$0.056898
Winter, First 1000 kWh	\$0.056898
Winter, Additional kWh	\$0.036414

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**CHARGES (Continued)**

<u>Tariff Sheet</u>	<u>RE Charge</u> <u>(per kWh)</u>
Rate ORH, Opt Res Service with Electric Space Heating (Non-PIPP)	
Summer, First 1000 kWh	\$0.037745
Summer, Additional kWh	\$0.037745
Summer, kWh greater than 150 times demand	\$0.037745
Winter, First 1000 kWh	\$0.037745
Winter, Additional kWh	\$0.024639
Winter, kWh greater than 150 times demand	\$0.023336
Rate TD, Optional Time-of-Day Rate	
Summer, On-Peak kWh	\$0.252046
Summer, Off-Peak kWh	\$0.054389
Winter, On-Peak kWh	\$0.175898
Winter, Off-Peak kWh	\$0.027433
Rate DS, Service at Secondary Distribution Voltage	\$0.053733
Rate EH, Optional Rate for Electric Space Heating	\$0.053733
Rate DM, Secondary Distribution Service, Small	
Summer, First 2800 kWh	\$0.059696
Summer, Next 3200 kWh	\$0.024615
Summer, Additional kWh	\$0.017108
Winter, First 2800 kWh	\$0.059696
Winter, Next 3200 kWh	\$0.024615
Winter, Additional kWh	\$0.017108
Rate DP, Service at Primary Distribution Voltage	\$0.053733
Rate GS-FL, Optional Unmetered For Small Fixed Loads	\$0.053733
Rate SFL-ADPL, Optional Unmetered Rate For Small Fixed Loads	\$0.053733
Attached Directly to Company's Power Lines	
Rate TS, Service at Transmission Voltage	\$0.052055
Rate SL, Street Lighting Service	\$0.053733
Rate TL, Traffic Lighting Service	\$0.053733
Rate OL, Outdoor Lighting Service	\$0.053733
Rate NSU, Street Lighting Service for Non-Standard Units	\$0.053733

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**CHARGES (Continued)**

<u>Tariff Sheet</u>	<u>RE Charge</u> <u>(per kWh)</u>
Rate NSP, Private Outdoor Lighting for Non-Standard Units	\$0.053733
Rate SC, Street Lighting Service - Customer Owned	\$0.053733
Rate SE, Street Lighting Service - Overhead Equivalent	\$0.053733
Rate UOLS, Unmetered Outdoor Lighting Electric Service	\$0.053733
Rates RS & RS3P, TD-CPP, Residential Service (PIPP)	
Summer, First 1000 kWh	\$0.144545
Summer, Additional kWh	\$0.144545
Winter, First 1000 kWh	\$0.144545
Winter, Additional kWh	\$0.092508
Rate ORH, Opt Res Service with Electric Space Heating (PIPP)	
Summer, First 1000 kWh	\$0.095890
Summer, Additional kWh	\$0.095890
Summer, kWh greater than 150 times demand	\$0.095890
Winter, First 1000 kWh	\$0.095890
Winter, Additional kWh	\$0.062595
Winter, kWh greater than 150 times demand	\$0.059284

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Sheet No. 114.9  
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**RIDER LFA**

**LOAD FACTOR ADJUSTMENT RIDER**

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**RIDER EE-PDR  
ENERGY EFFICIENCY AND PEAK DEMAND RESPONSE RECOVERY RIDER**

**APPLICABILITY**

Applicable to service rendered under the provisions of the following Rates to retail jurisdictional customers in the Company's electric service territory including those customers taking generation service from a Certified Retail Electric Service (CRES) provider:

Rate RS  
Rate ORH  
Rate TD  
Rate RS3P  
Rate RSLI  
Rate DS  
Rate GS-FL  
Rate EH  
Rate DM  
Rate DP  
Rate SFL-ADPL  
Rate TS

**CHARGES**

The monthly amount computed under each of the rate schedules to which this rider is applicable shall be increased or decreased by the EE-PDR Charge at a rate per kilowatt-hour of monthly consumption and, where applicable, a rate per kilowatt of monthly billing demand, in accordance with the following formula:

$$\text{EE-PDR Charge} = \text{PC} + \text{LR} + \text{PI} + \text{BA}$$

Where: PC = PROGRAM COST RECOVERY.

LR = LOST BASE DISTRIBUTION REVENUE FROM LOST SALES RECOVERY.

PI = PDR PROGRAM INCENTIVE RECOVERY.

BA = BALANCE ADJUSTMENT.

For each twelve month period, the PC shall include all expected costs for the energy efficiency and peak demand response programs. Such program costs shall include the cost of planning, developing, implementing, monitoring, and evaluating the EE-PDR programs. Program costs will be assigned for recovery purposes to the rate classes whose customers are directly participating in the program. In addition, all costs incurred by or on behalf of the collaborative process, including but not limited to costs for consultants, employees and administrative expenses, will be recovered through the PC. Administrative costs that are allocable to more than one rate class will be recovered from those classes and allocated by rate class on the basis of the estimated avoided capacity and energy costs resulting from each program.

The PC applicable to each rate class shall be determined by dividing the costs of approved programs allocated or assigned to that class by the expected kilowatt-hour sales for the upcoming twelve-month period.

## **CHARGES (Cont'd)**

Lost base distribution revenues (LR) from lost sales due to EE-PDR programs shall be computed by 1) multiplying the amount of kilowatt-hour sales that will be lost during the year as a result of the implementation of the approved programs times the base distribution charge for the applicable rate schedule, and 2) dividing that product by the expected kilowatt-hour sales for the upcoming twelve-month period. Base distribution charges include only those charges related to distribution base rates, and they do not include any generation-related charges or transmission charges. Recovery of base distribution revenues from lost sales for each rate class shall be included in the LR for three years from the implementation of the measures or until terminated by the implementation of new rates pursuant to a general rate case, whichever comes first. Base distribution revenues from lost sales will be assigned for recovery purposes to the rate classes whose programs resulted in the lost sales. Only those rate classes (e.g., Rates DS, DP, and TS) that are excluded from Rider DDR, Distribution Decoupling Rider, are subject to the LR charge.

The EE-PDR Program Incentive (PI) amount shall be computed by multiplying the net resource savings expected from the approved programs which are to be installed during the upcoming twelve-month period times the allowed shared savings percentage. The allowed shared savings percentages are as follows: 0% for achievement level of 100% or less, 7.5% for achievement level greater than 100% and less than or equal to 110%, 10% for achievement level greater than 110% and less than or equal to 115%, and 15% for achievement level greater than 115%. Net resource savings are defined as program benefits less the costs of the program, where program benefits will be calculated on the basis of the present value of the Company's avoided costs over the expected life of the program, and will include both capacity and energy savings. The amount related to programs for each rate class shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the PI for that rate class. EE-PDR incentive amounts will be assigned for recovery purposes to the rate classes whose programs created the incentive.

The BA is used to reconcile the difference between the amount of revenues actually billed through the respective EE-PDR Charge components; namely, the PC, LR, and PI and previous application of the BA and the revenues which should have been billed, as follows:

For the PC, the balance adjustment amount will be the difference between the actual amount billed in a twelve-month period due to the application of the PC unit charge and the actual costs of the approved programs during the same twelve-month period.

For the LR, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from the application of the LR unit charge and the LR amount established for the same twelve-month period.

For the PI, the balance adjustment amount will be the difference between the actual amount billed during the twelve-month period due to application of the PI unit charge and the program incentive amount determined for the actual EE-PDR programs or measures implemented during the twelve-month period.

For the BA the balance adjustment amount will be the difference between the actual amount billed during the twelve-month period due to the application of the BA unit charge and the balance adjustment amount estimated for the same twelve-month period.

The balance adjustment amounts determined above shall include interest. The interest applied to the monthly amounts, shall be calculated at a rate equal to the average of the "3-month Commercial Paper Rate" for the immediately preceding 12-month period. EE-PDR balance adjustment amounts will be

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assigned for recovery purposes to the rate classes to which over or under-recoveries of EE-PDR amounts were realized.

All costs recovered through the EE-PDR Charge will be assigned or allocated to Duke Energy Ohio, Inc.'s electric on the basis of the estimated net electric savings resulting from each program.

#### **FILINGS**

The filing of modifications to the EE-PDR Charge shall be made at least thirty days prior to the beginning of the effective period for billing. Each filing will include the following information as needed:

A detailed description of each EE-PDR program.

The total cost of each program over the twelve-month period.

An analysis of expected resource savings.

Information concerning the specific EE-PDR or efficiency measures to be installed.

Any applicable studies which have been performed, as available.

A statement setting forth the detailed calculation of each component of the EE-PDR Charge.

Each change in the EE-PDR Charge shall be applied to customers' bills with the first billing cycle of the revenue month which coincides with, or is subsequent to, the effective date of such change.

#### **SERVICE REGULATIONS**

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

**RIDER DDR**

**DISTRIBUTION DECOUPLING RIDER**

**APPLICABILITY**

Applicable to all customers taking service under the Company's rate schedules listed below.

**DECOUPLING RIDER RATES**

Applicable customers shall be assessed a monthly charge or credit which reflects an adjustment to rates that will effectively remove Duke Energy Ohio's distribution-related through-put incentive.

**CHARGES/CREDITS**

The following Rider DDR rates apply:

<u>Tariff Sheet</u>	<u>DDR Charge/Credit</u> (Per kWh)
Rates RS, RS3P, RSLI, Residential Service All kWh	-\$0.002991
Rate ORH, Optional Residential Service With Electric Space Heating All kWh	-\$0.002991
Rate TD, Optional Time-of-Day Rate All kWh	-\$0.002991
Rate EH, Optional Rate For Electric Space Heating All kWh	\$0.000833
Rate DM, Secondary Distribution Service, Small All kWh	-\$0.003016

This Rider is subject to reconciliation, including, but not limited to, refunds or additional charges to customers, ordered by the Commission as the result of audits by the Commission in accordance with the December 19, 2018, Opinion and Order in Case No. 17-1263-EL-SSO, et al.

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## RIDER DM-I

### INDUSTRIAL DEMAND MANAGEMENT PROGRAM

#### APPLICABILITY

Applicable to industrial customers who employ manufacturing processes that are time sensitive, have an average actual monthly demand not exceeding **six hundred (600) kilowatts**, and require a defined year-round off peak period. The Off Peak Provision of this Rider is applicable to customers receiving service under the provisions of the respective distribution or transmission service rate schedules.

This rider is available to the first thirty (30) customers that request service under this rider and meet the eligibility criteria for service under this rider. The Company reserves the right to modify or terminate this rate, subject to approval by the Commission, as information regarding customer participation, demand response, costs, and other pertinent information becomes available. Should there be a change to the structure of this rider, customers will be notified electronically (where available) or by mail. This rider is closed to new participation pursuant to the order of the Public Utility Commission of Ohio.

#### OFF PEAK PROVISION

The "off peak period" is defined as the period from 8:00 p.m. of one day to 11:00 a.m. of the following day; Friday from 8:00 p.m. to 11:00 a.m. of the following Monday; and from 8:00 p.m. of the day preceding a legal holiday to 11:00 a.m. of the day following that holiday. The following are recognized legal holidays as far as load conditions of the Company's system are concerned: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day or with the exception that if the foregoing holidays occur on a Sunday, the following Monday is considered a holiday.

The "on peak period" is defined as all hours exclusive of the "off peak period" hours set forth in the preceding paragraph.

If not already installed, a demand meter with programmable TOU register or an interval meter will be installed as such metering equipment and Company personnel are available.

All metering equipment shall remain the property of the Company which shall be responsible for its installation, operation, maintenance, testing, replacement, or removal.

When a customer elects the Off Peak Provision, the monthly customer charge of the applicable service tariff schedule will be increased by an additional monthly charge of seven\_dollars and fifty cents (\$7.50) for each installed TOU meter. In addition, the DEMAND provision shall be modified to the extent that the billing demand shall be based upon the "on peak period," as defined above.

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#### **TERMS AND CONDITIONS**

The term of contract shall be for a minimum period of one (1) year.

The Company shall not be required to increase the capacity of any service facilities in order to furnish off peak demands. The Company reserves the right, upon 30 days notice to customers affected, to change the time or times during which on peak demands may be established.

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

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**RIDER PSR**  
**PRICE STABILIZATION RIDER**

**APPLICABILITY**

Applicable to all retail jurisdictional customers in the Company's electric service territory including those customers taking generation service from a Competitive Retail Electric Service provider.

**CHARGES**

All retail jurisdictional customers shall be assessed a charge or (credit), as approved by the Commission to recover any gains or losses related to the disposition of capacity, energy, and ancillary services procured by the Company based on its participation in the Inter-Company Power Agreement, as approved by Federal Energy Regulatory Commission, with The Ohio Valley Electric Corporation.

This Rider is subject to reconciliation, including, but not limited to, refunds or additional charges to customers, ordered by the Commission as the result of audits by the Commission in accordance with the December 19, 2018, Opinion and Order in Case No. 17-1263-EL-RDR, et al.

**RATE**

The PSR charges or (credits) for each rate schedule are shown in the following tables. The PSR charge or (credit) applies to all customers:

<u>PSR Charge Tariff Sheet</u>	<u>PSR Charge</u> (per kWh)
Rate RS, RSLI, RS3P, Residential Service All kWh	\$0.000000
Rate ORH, Optional Residential Service With Electric Space Heating All kWh	\$0.000000
Rate TD, Optional Time-of-Day Rate All kWh	\$0.000000
Rate DS, Service at Secondary Distribution Voltage All kWh	\$0.000000
Rate GS-FL, Optional Unmetered For Small Fixed Loads All kWh	\$0.000000
Rate EH, Optional Rate For Electric Space Heating All kWh	\$0.000000

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<u>PSR Charge Tariff Sheet</u>	<u>PSR Charge</u> (per kWh)
Rate DM, Secondary Distribution Service, Small All kWh	\$0.000000
Rate DP, Service at Primary Distribution Voltage All kWh	\$0.000000
Rate SFL-ADPL, Optional Unmetered Rate For Small Fixed Loads Attached Directly to Company's Power Lines All kWh	\$0.000000
Rate TS, Service at Transmission Voltage All kWh	\$0.000000
Rate SL, Street Lighting Service All kWh	\$0.000000
Rate TL, Traffic Lighting Service All kWh	\$0.000000
Rate OL, Outdoor Lighting Service All kWh	\$0.000000
Rate NSU, Street Lighting Service for Non-Standard Units All kWh	\$0.000000
Rate NSP, Private Outdoor Lighting for Non-Standard Units All kWh	\$0.000000
Rate SC, Street Lighting Service - Customer Owned All kWh	\$0.000000
Rate SE, Street Lighting Service - Overhead Equivalent All kWh	\$0.000000
Rate UOLS, Unmetered Outdoor Lighting Electric Service All kWh	\$0.000000

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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Issued: December 16, 2022

Effective: January 3, 2023

Issued by Amy B. Spiller, President

## **RIDER AMO**

### **ADVANCED METER OPT-OUT (AMO) – RESIDENTIAL**

#### **APPLICABILITY**

Applicable only to residential customers served under Rate RS, Rate RSLI, Rate RS3P, or Rate ORH who request a traditional meter rather than an advanced meter, i.e. the Company's standard meter for Ohio residential electric customers. Rider AMO is optional and is available subject to the Terms and Conditions below.

#### **BACKGROUND**

Section 4901:1-10-05(J) of the Ohio Administrative Code (OAC) states that electric utilities shall provide customers with the option to remove an installed advanced meter and replace it with a traditional meter, and the option to decline installation of an advanced meter and retain a traditional meter.

As defined in OAC 4901:1-10-01:

"Advanced meter" means any electric meter that meets the pertinent engineering standards using digital technology and is capable of providing two-way communications with the electric utility to provide usage and/or other technical data.

"Traditional meter" means any meter with an analog or digital display that does not have the capability to communicate with the utility using two-way communications.

#### **CHARGES**

Residential customers who request a traditional meter rather than an advanced meter shall pay a one-time fee of \$100.00 and a recurring monthly fee of \$30.00. The one-time fee shall not apply to customers currently using a traditional meter.

#### **TERMS AND CONDITIONS**

The Company shall have the right to refuse to provide advanced meter opt-out service in either of the following circumstances:

- (a) If such a service creates a safety hazard to consumers or their premises, the public, or the electric utility's personnel or facilities.
- (b) If a customer does not allow the electric utility's employees or agents access to the meter at the customer's premises.

Customers enrolled in a product or service requiring an advanced meter as a condition of enrollment will be notified that the customer must choose a different product or service prior to the installation of a traditional meter. This opt out provision is not available to any customer taking generation service under a time differentiated rate.

Pursuant to the Commission's Order in Case No. 12-2050-EI-ORD, Rider AMO is not available to customers with a history of tampering.

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

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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**RIDER LGR**  
**LEGACY GENERATION RIDER**

**APPLICABILITY**

Applicable to all retail jurisdictional customers in the Company's electric service territory including those customers taking generation service from a Competitive Retail Electric Service provider.

**CHARGES**

Pursuant to Am. Sub H. B. 6 (H.B. 6) which became effective on October 22, 2019, all retail jurisdictional customers shall be assessed a charge or (credit) as approved by the Commission to recover any prudently incurred costs related to a legacy generation resource for the period commencing January 1, 2020 and extending up to December 31, 2030.

**RATE**

The LGR charges or (credits) for each rate schedule are shown in the following tables. The LGR charge or (credit) applies to all customers:

	<u>LGR Charge</u>
<u>Residential (Rates RS, RS3P, RSLI, ORH, TD)</u>	
Part A (Statewide) Rate per Bill	(\$0.11)
Part B (EDU True-Up) per Bill	(\$0.26)
<u>Non-Residential (Rates DS, DM, DP, TS, EH, GSFL, SFL-ADPL, Lighting</u>	
Part A (Statewide) Rate per kWh For First 833,000 kWh per Month	(\$0.000166)
Part B (EDU True-Up) per kWh For First 833,000 kWh per Month	(\$0.000267)

This Rider is subject to reconciliation, including, but not limited to, refunds or additional charges to customers, ordered by the Commission as the result of audits by the Commission in accordance with the December 19, 2018, Opinion and Order in Case No. 17-1263-EL-RDR, et al.

Filed pursuant to an Order dated December 14, 2022 in Case No. 21-887-EL-AIR before the Public Utilities Commission of Ohio.

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**Case No(s). 21-0887-EL-AIR, 21-0888-EL-ATA, 21-0889-EL-AAM, 89-6002-EL-  
TRF**

Summary: Tariff Revision to Revised Tariff Pages, PUCO Tariff No. 19 electronically filed by Ms. Emily Olive on behalf of Duke Energy Ohio and D'Ascenzo, Rocco O. Mr. and Kingery, Jeanne W. Ms. and Vaysman, Larisa M. Ms. and Akhbari, Elyse H. Ms. and Brama, Elizabeth M. Ms. and Verhalen, Kodi J. Ms.