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January 13, 2023

Ms. Tanowa M. Troupe, Secretary
Public Utilities Commission of Ohio
Docketing Division
180 East Broad Street, 11th 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
Compliance Tariffs, PUCO No. 20 Tariff, Sheet Nos. 34, 35, and 52.

Dear Ms. Troupe:

Duke Energy Ohio, Inc. (Duke Energy Ohio or Company) is filing herewith the following tariff updates:

1. An amendment to its Certified Supplier Charges Tariff (Rate CS), Sheet No. 52 in PUCO No. 20 Tariff, in accordance with ¶ 61 of the Opinion and Order filed in these proceedings on December 14, 2022.
2. An amendment to its Supplier Tariff, PUCO No. 20, Sheet No. 34 and Sheet No. 35, in accordance with ¶ 75 of the Opinion and Order filed in these proceedings on December 14, 2022.

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

Sincerely,

/s/ Larisa M. Vaysman

Larisa M. Vaysman
Senior Counsel

cc: All Parties of Record

SECTION V
CERTIFIED SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS

5.1. Registration and Participation Requirements

Each Certified Supplier desiring to register with the Company for participation in the Company's Customer Choice Program must meet the following registration and participation requirements:

- a) Provide proof of Commission certification to the Company.
- b) Meet the Company's credit requirements as described in Section VI - Credit Requirements.
- c) Attend the Company-sponsored Certified Supplier Training Program.
- d) Submit a satisfactorily completed Certified Supplier Registration & Credit Application to the Company.
- e) Satisfactorily demonstrate that the proper electronic communications capabilities are operational.
- f) Execute the Company's EDI Trading Partner Agreement.
- g) Execute the Company's Certified Supplier Service Agreement.
- h) Pay the registration fee, as set forth in the attached rate schedule.
- i) Satisfactorily complete EDI testing for applicable transaction sets necessary to commence service.

However, Power Brokers, as defined by O.A.C. 4901:1-24-01(S), shall be exempt from 5.1 (f) and 5.1 (i) above as long as (1) the Power Broker maintains valid certification as a Power Broker with the Commission; (2) the Power Broker exclusively provides Power Brokerage services, as defined by O.A.C. 4901:1-24-01(T); (3) the Power Broker does not engage in any other Competitive Retail Electric Service activities listed in O.A.C. 4901:1-24-01(H); (4) the Power Broker does not conduct any "[c]ustomer enrollment" or "[c]ustomer billing" within the meaning of those two terms in O.A.C. 4901:1-10-29(F) and (G), respectively; and (5) the Power Broker does not seek to use EDI transactions to transact with the Company.

5.2. Registration Process

The Company shall approve or disapprove the supplier's registration within thirty calendar days of receipt of complete registration information from the supplier. The thirty-day time period may be extended for up to thirty days for good cause shown, or until such other time as is mutually agreed to by the supplier and the Company.

The Company will notify the supplier of incomplete registration information within ten calendar days of receipt. The notice shall include a description of the missing or incomplete information.

5.3. Registration Notification

Upon satisfactorily meeting the Company's registration and participation requirements and posting any necessary credit enhancement, the Certified Supplier will be eligible to participate in the Company's Customer Choice Program. The Certified Supplier will be promptly notified once its registration is complete, and the Certified Supplier's name will be posted on the Company's web page of eligible participants.

SECTION V
CERTIFIED SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS (Contd.)

5.4. Changes in Registration Information

The enrolled Certified Supplier will notify the Company, in writing, on an on-going basis, of any change to the information it was required to provide to the Company or Commission during the registration process. If the Company receives information from any source that suggests that the Certified Supplier's registration information has changed, the Company may require the Certified Supplier to supply current information regarding continued eligibility for registration. The Certified Supplier is required to respond to such requests in writing within five business days.

5.5. Transmission and Ancillary Services

The Certified Supplier is also responsible for obtaining transmission and Ancillary Services associated with the transmission and distribution of electric energy, including transmission and Distribution Losses, to its End-use Customers. The Certified Supplier may contract with a TSA to obtain these services. If a Certified Supplier acts as its own TSA or contracts with a different entity to act as TSA for these services, the Certified Supplier shall notify the Company in the form of the designation described in Section 15.2 herein.

SECTION VI CREDIT REQUIREMENTS

6.1. Credit Application

All Certified Suppliers must complete and sign the Company's Certified Supplier Registration & Credit Application to be considered for participation in the Company's Customer Choice Program.

However, Power Brokers, as defined by O.A.C. 4901:1-24-01(S), meeting all the exemption criteria below are required to complete only the following fields in the Credit Application.

- Section 1, Application/Contacts;
- Section 2, Wiring (Bank Information);
- Section 4, Bank Reference;
- Section 5, Question I, Supplemental Data, PUCO Certification Number/ Expiration Date, Certification process;
- Section 6, Representations;
- Section 9, Certification, Authorization, and Signature

Exemption criteria for Power Brokers:

- maintain valid certification as Power Brokers with the Commission;
- exclusively provide Power Brokerage services, as defined by O.A.C. 4901:1-24-01(T);
- do not engage in any other Competitive Retail Electric Service activities listed in O.A.C. 4901:1-24-01(H);
- do not conduct any "[c]ustomer enrollment" or "[c]ustomer billing" within the meaning of those two terms in O.A.C. 4901:1-10-29(F) and (G), respectively; and
- do not seek to use EDI transactions to transact with the Company.

Power Brokers meeting all the exemption criteria above are not subject to Sections 6.2 through 6.5 below,

6.2. Determination of Creditworthiness

The Company will apply, on a non-discriminatory and consistent basis, reasonable financial standards to assess and examine a Certified Supplier's creditworthiness and, based on that examination, shall determine the amount of unsecured credit, if any, to be granted to the Certified Supplier. These standards will take into consideration the scope of operations of each Certified Supplier and the level of risk to the Company. This determination will be aided by the appropriate data concerning the Certified Supplier, including tangible net worth and load data, or a reasonable estimate thereof, where applicable.

Notwithstanding the foregoing, a Certified Supplier that has, and maintains, investment grade senior unsecured debt ratings from both Standard & Poors and Moody's Investors' Services, as defined in the following table, shall be presumed to be creditworthy; provided, however, that the Company may limit the amount of unsecured credit to be granted to such Certified Supplier if the Company reasonably determines that such limitation is necessary to protect the Company from an unacceptable level of risk.

Agency	Senior Securities Rating (Bonds)
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher

The Certified Supplier will provide the Company with its or its parent's most recent independently-audited financial statements, if applicable, and it or its parent's most recent Form 10-K and Form 10-Q, if applicable.

The Company shall make reasonable alternative credit arrangements with a Certified Supplier that is unable to meet the aforementioned criteria and with those Certified Suppliers whose credit requirements exceed their allowed unsecured credit limit. The Certified Supplier may choose from any of the following credit arrangements in a format acceptable to the Company: a parental guarantee of payment; an irrevocable letter of credit; a cash deposit; or other mutually agreeable security or arrangement. The alternate credit agreements may be provided by a party other than

SECTION VI CREDIT REQUIREMENTS (Contd.)

the Certified Supplier, including one or more ultimate customers. The fact that a guarantee of payment, irrevocable letter of credit or cash deposit is provided by a party other than the Certified Supplier shall not be a factor in the determination of the reasonableness of any alternative credit arrangement, as long as such party and the related credit arrangements meet the Company's standard credit requirements. The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that Certified Supplier, including recognition of that Certified Supplier's performance.

The Company will calculate the amount of the Certified Supplier's collateral requirement by multiplying thirty days of the Company's estimate of the Certified Supplier's summer usage times a price set at the next July forward index price, as established by a generally accepted industry price index for wholesale power delivered to the Company's load zone within the RTO, and subtracting therefrom the amount of the Certified Supplier's allowed unsecured credit limit.

If the Certified Supplier has voluntarily entered into an agreement whereby the Company purchases the Certified Supplier's receivables, then the Company will reduce the collateral it requires from the Certified Supplier by an amount equal to thirty days of the Company's estimate of the summer kilowatt-hours used by the Certified Supplier's customers, divided by two, multiplied by the Certified Supplier's specific price per kilowatt hour, and multiplied by the difference between one and the portion of one representing the Company's current experience with uncollectible accounts.

6.3. Interest on Cash Deposits

The Company will allow simple interest on cash deposits calculated at the lower of the average of the Federal Reserve Lending Rate over the time period the cash is on deposit or 4.5% annually. In cases of discontinuance or termination of services, cash deposits will be returned with accrued interest upon payment of all Charges, guarantees and with deduction of unpaid accounts.

6.4. On-going Credit Evaluation

The Company reserves the right to review each Certified Supplier's creditworthiness at any time. The Certified Supplier must provide current financial and credit information. In addition, the Certified Supplier may request re-evaluation at any time. It is anticipated that demand, unanticipated market movements and economic reasons will result in exposures nearing or exceeding the prescribed credit limits or collateral originally in place. It is also noted that additional collateral may be required due to a degradation of credit rating or repayment ability of a Certified Supplier. Any subsequent review or re-evaluation of a Certified Supplier's creditworthiness may result in the Certified Supplier being required to post collateral not previously requested. The new, additional or change in collateral requirement will be necessary to enhance, restore or maintain the Company's credit protection. In the alternative, the Company may limit a Certified Supplier's level of participation or remove the Certified Supplier from further participation in the Company's Customer Choice Program.

6.5. Financial Obligation – Dispute Resolution

If the Certified Supplier disputes the calculation of the amount due, as calculated by the Company, the Certified Supplier shall notify the Company not later than the close of business on the business day following the due date. The parties will consult each other in good faith in an attempt to resolve the dispute. If the parties fail to resolve the dispute by the close of business on the business day following the notification of the dispute by the Certified Supplier, the Certified Supplier shall comply with the Company's request for payment. The Certified Supplier may appeal the Company's determination of credit requirements to the Commission or seek Staff mediation as to any dispute.

If it is determined that the payment shall be less than the amount requested by the Company, the Company shall refund the excess payment plus interest calculated at the lower of the average of the Federal Reserve Lending Rate over the time period the cash is on deposit or 4.5% annually to the Certified Supplier by the close of business on the business day following receipt of the Commission's or Staff's determination.

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

**RATE CS
CERTIFIED SUPPLIER CHARGES**

APPLICABILITY

These Charges apply to Certified Suppliers registered to provide Competitive Retail Electric Service to End-use Customers located in the Company's service territory.

TYPES OF CHARGES

General Certified Supplier Fees

Certified Supplier Registration Fee	\$145.00
End-use Customer Enrollment/Switching Fee (Excludes Governmental Aggregation enrollments/switches)	\$ 0.00/Switch
Pre-Enrollment End-use Customer Information List Fee (Issued quarterly)	\$ 50.00/List
Fee for Submitting Required Market Monitoring Reports for Certified Suppliers	\$155.00/Submission

Customer Usage Request Charges

One month of electronic Interval Meter data	\$ 0.00
Twelve months of electronic Interval Meter Data	\$ 0.00

Bill Preparation and Request Charges

Consolidated Bill Preparation

Hourly charge for administrative and technical support to institute program modifications associated with the implementation of consolidated billing on non-standard rates requested by the Certified Supplier \$75.00/Hour

Other Bill Preparation Requests

Request by Certified Supplier for a one page Duplicate Bill	\$0.26/Bill
Fee for Providing Commission-Mandated Abandonment Notices as Bill Messages	\$0.22/Bill
Fee for Providing a Company Consolidated and Bill-Ready Residential Bill	\$0.05/Bill
Fee for Providing a Company Consolidated and Bill-Ready Commercial Bill	\$0.26/Bill
Fee for Providing a Company Consolidated and Bill-Ready Industrial Bill	\$3.26/Bill
Fee for Providing a Company Consolidated and Bill-Ready Bill to Other Public Authorities	\$0.64/Bill

BILLING TERMS AND CONDITIONS

The billing terms and conditions for the above stated charges shall be in conformance with those specified in Section XII - Certified Supplier Billing Terms and Conditions, of the Certified Supplier 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 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.

Issued: January 13, 2023

Effective: January 13, 2023

Issued by Amy B. Spiller, President

**This foregoing document was electronically filed with the Public Utilities
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1/13/2023 3:18:58 PM

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**Case No(s). 21-0887-EL-AIR, 21-0888-EL-ATA, 21-0889-EL-AAM, 89-6002-EL-
TRF**

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