

# LARGE FILING SEPERATOR SHEET

CASE NUMBER: 08-709-EL-AIR

08-710-EL-ATA

08-711-EL-AAM

FILE DATE:

06-25-08

SECTION: Part 2 of 2

NUMBER OF PAGES: 180

DESCRIPTION OF DOCUMENT:

Prefiling Notice of  
Duke Energy Ohio, Inc.

**NET MONTHLY BILL (Contd.)**

**3. Market Price Generation Charges – Market Based Standard Service Offer**

(a) Demand Charge	
First 1,000 kilowatts	\$7.6574 per kW
Additional kilowatts	\$ 6.0574 per kW
(b) Energy Charge	
Billing Demand times 300	\$0.019576 per kWh
Additional kWh	\$ 0.016266 per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

Customers who return to the Company's energy supply after January 2, 2005, will be billed for generation service for each hour at the higher of the following:

1. The demand-related component of the Market Price Generation Charge, plus the energy-related component of the Market Price Generation Charge, plus Rider FPP, or
2. The demand-related component of the Market Price Generation Charge, plus the incremental dispatch cost of the highest cost generation unit/purchased power to serve Duke Energy Ohio load.

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.

**MINIMUM BILL PROVISION**

The minimum bill shall be 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) 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.

#### **DEMAND (contd.)**

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 90% lagging. If the Company determines customer's power factor to be less than 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 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.

**TERMS AND CONDITIONS (contd.)**

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 (20) percent 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 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 | \$0.015329 per kWh | (I) |
| (b) For loads of less than 540 hours use per month of the rated capacity of the connected equipment               | \$0.017587 per kWh | (I) |

2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

- |   |     |
|---|-----|
| Sheet No. 51, Rider AAC, Annually Adjusted Component Rider              |     |
| Sheet No. 52, Rider DSMR, Demand Side Management Cost Recovery Rider    |     |
| Sheet No. 53, Rider FPP, Fuel and Economy Purchased Power Rider         |     |
| Sheet No. 54, Rider IMF, Infrastructure Maintenance Fund Rider          |     |
| Sheet No. 56, Rider SRT, System Reliability Tracker                     |     |
| Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider               |     |
| Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider      |     |
| Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider             | (D) |
| Sheet No. 81, Rider EER, Energy Efficiency Revolving Loan Program Rider |     |
| Sheet No. 83, Rider OET, Ohio Excise Tax Rider                          |     |
| Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider             |     |
| Sheet No. 85, Rider SC, Shopping Credit Rider                           | (D) |
| Sheet No. 86, Rider USR, Universal Service Fund Rider                   |     |
| Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric        | (D) |

Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

**NET MONTHLY BILL (Contd.)**

3. Market Price Generation Charges – Market Based Standard Service Offer

Demand Related Component

For loads based on a range of 540 to 720 hours use per month of the rated capacity of the connected equipment \$0.038236 per kWh

For loads of less than 540 hours use per month of the rated capacity of the connected equipment \$0.043953 per kWh

Energy Related Component

For loads based on a range of 540 to 720 hours use per month of the rated capacity of the connected equipment \$0.026805 per kWh

For loads of less than 540 hours use per month of the rated capacity of the connected equipment \$0.030812 per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

Customers who return to the Company's energy supply after January 2, 2005, will be billed for generation service for each hour at the higher of the following:

1. The demand-related component of the Market Price Generation Charge, plus the energy-related component of the Market Price Generation Charge, plus Rider FPP, or
2. The demand-related component of the Market Price Generation Charge, plus the incremental dispatch cost of the highest cost generation unit/purchased power to serve Duke Energy Ohio load.

**MINIMUM CHARGE**

The minimum charge shall be \$5.00 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.

**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

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 41.11  
Cancels and Supersedes  
Sheet No. 41.10  
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**SERVICE PROVISIONS (contd.)**

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 OF SERVICE**

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

**SERVICE REGULATIONS**

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

Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

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Issued: May 1, 2008

Issued by Sandra P. Meyer, President

Effective: May 5, 2008

## 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. No single water-heating unit shall be wired that the demand established by it can 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 voltage.

#### NET MONTHLY BILL

Computed in accordance with the following charges:

##### Winter Period:

##### 1. Distribution Charges

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

Single Phase Service

\$ 7.50

(I)

Three Phase Service

\$ 15.00

(I)

Primary Voltage Service

\$150.00

(I)

##### (b) Energy Charge

All kilowatt-hours

\$0.011356 per kWh

(I)



**NET MONTHLY BILL (Contd.)**

**2. Applicable Riders**

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 51, Rider AAC, Annually Adjusted Component Rider

Sheet No. 52, Rider DSMR, Demand Side Management Cost Recovery Rider

Sheet No. 53, Rider FPP, Fuel and Economy Purchased Power Rider

Sheet No. 54, Rider IMF, Infrastructure Maintenance Fund Rider

Sheet No. 56, Rider SRT, System Reliability Tracker

Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider

Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider

Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider

(D)

Sheet No. 81, Rider EER, Energy Efficiency Revolving Loan Program Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider

Sheet No. 85, Rider SC, Shopping Credit Rider

(D)

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric

(D)

**3. Market Price Generation Charges – Market Based Standard Service Offer**

**Demand Related Component**

All kilowatt-hours

\$0.015688 per kWh

**Energy Related Component**

All kilowatt-hours

\$0.010998 per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

Customers who return to the Company's energy supply after January 2, 2005, will be billed for generation service for each hour at the higher of the following:

1. The demand-related component of the Market Price Generation Charge, plus the energy-related component of the Market Price Generation Charge, plus Rider FPP, or
2. The demand-related component of the Market Price Generation Charge, plus the incremental dispatch cost of the highest cost generation unit/purchased power to serve Duke Energy Ohio load.

**Summer Period:**

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

**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.

**RATE DM**

**SECONDARY DISTRIBUTION SERVICE - SMALL**

**APPLICABILITY**

Applicable to electric service for usual customer load requirements is available to a customer only 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. This tariff schedule is also applicable to electric service to recreation facilities that are promoted, operated and maintained by non-profit organizations where such service is separately metered. 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	\$ 7.50 per month	\$ 7.50 per month	
Three Phase	\$15.00 per month	\$15.00 per month	
(b) Energy Charge			
First 2,800 kWh	<u>\$0.035471</u> per kWh	<u>\$0.025462</u> per kWh	(R)
Next 3,200 kWh	<u>\$0.002951</u> per kWh	<u>\$0.002951</u> per kWh	(R)
Additional kWh	<u>\$0.001252</u> per kWh	<u>\$0.001252</u> per kWh	(R)
2. Applicable Riders			
The following riders are applicable pursuant to the specific terms contained within each rider:			
Sheet No. 51, Rider AAC, Annually Adjusted Component Rider			
Sheet No. 52, Rider DSMR, Demand Side Management Cost Recovery Rider			
Sheet No. 53, Rider FPP, Fuel and Economy Purchased Power Rider			
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Sheet No. 56, Rider SRT, System Reliability Tracker			
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Sheet No. 81, Rider EER, Energy Efficiency Revolving Loan Program Rider			
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Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider			
Sheet No. 85, Rider SC, Shopping Credit Rider			(D)
Sheet No. 86, Rider USR, Universal Service Fund Rider			
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Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

Issued: May 1, 2008

Effective: May 8, 2008

Issued by Sandra P. Meyer, President

**NET MONTHLY BILL (Contd.)**

**3. Market Price Generation Charges – Market Based Standard Service Offer**

	<u>Summer Period</u>	<u>Winter Period</u>
Demand Related Component		
First 2,800 kWh	\$0.032108 per kWh	\$0.025484 per kWh
Next 3,200 kWh	\$0.008198 per kWh	\$0.008207 per kWh
Additional kWh	\$0.003575 per kWh	\$0.003394 per kWh
Energy Related Component		
First 2,800 kWh	\$0.026454 per kWh	\$0.020996 per kWh
Next 3,200 kWh	\$0.006754 per kWh	\$0.006762 per kWh
Additional kWh	\$0.002945 per kWh	\$0.002797 per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

Customers who return to the Company's energy supply after January 2, 2005, will be billed for generation service for each hour at the higher of the following:

1. The demand-related component of the Market Price Generation Charge, plus the energy-related component of the Market Price Generation Charge, plus Rider FPP, or
2. The demand-related component of the Market Price Generation Charge, plus the incremental dispatch cost of the highest cost generation unit/purchased power to serve Duke Energy Ohio load.

**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.

**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, 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.

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Sheet No. 44.11  
Cancels and Supersedes  
Sheet No. 44.10  
Page 1 of 4

## 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.

#### 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)                      \$ 150.00 per month

(D)

(b) Demand Charge

All kilowatts                      \$ 2.937 per kW

(D)

2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 51, Rider AAC, Annually Adjusted Component Rider

Sheet No. 52, Rider DSMR, Demand Side Management Cost Recovery Rider

Sheet No. 53, Rider FPP, Fuel and Economy Purchased Power Rider

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Sheet No. 59, Rate RSS, Rate Stabilization Surcredit Rider

Sheet No. 81, Rider EER, Energy Efficiency Revolving Loan Program Rider

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**NET MONTHLY BILL (Contd.)**

**3. Market Price Generation Charges – Market Based  
Standard Service Offer**

(a) Demand Charge	
First 1,000 kilowatts	\$6.9151 per kW
Additional kilowatts	\$5.4550 per kW
(b) Energy Charge	
Billing Demand times 300	\$0.022048 per kWh
Additional kWh	\$0.017682 per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

Customers who return to the Company's energy supply after January 2, 2005, will be billed for generation service for each hour at the higher of the following:

1. The demand-related component of the Market Price Generation Charge, plus the energy-related component of the Market Price Generation Charge, plus Rider FPP, or
2. The demand-related component of the Market Price Generation Charge, plus the incremental dispatch cost of the highest cost generation unit/purchased power to serve Duke Energy Ohio load.

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.

**MINIMUM BILL PROVISION**

The minimum bill shall be:

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.

Filed pursuant to an Order dated April 30, 2008 in Case No.03-93-EL-ATA before the Public Utilities Commission of Ohio.

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Issued: May 1, 2008

Issued by Sandra P. Meyer, President

Effective: May 5, 2008

### **DEMAND (contd.)**

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

- a) 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 90% lagging. If the Company determines customer's power factor to be less than 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.

### **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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#### **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 month average demand of less than 10,000 kVA, thirty (30) days written notice.
- (2) For customers with a most recent twelve 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 (20) percent 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 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 \$0.015329 per kWh

2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 51, Rider AAC, Annually Adjusted Component Rider  
Sheet No. 52, Rider DSMR, Demand Side Management Cost Recovery Rider  
Sheet No. 53, Rider FPP, Fuel and Economy Purchased Power Rider  
Sheet No. 54, Rider IMF, Infrastructure Maintenance Fund Rider  
Sheet No. 56, Rider SRT, System Reliability Tracker  
Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider  
Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider  
Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider  
Sheet No. 81, Rider EER, Energy Efficiency Revolving Loan Program Rider  
Sheet No. 83, Rider OET, Ohio Excise Tax Rider  
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider  
Sheet No. 85, Rider SC, Shopping Credit Rider  
Sheet No. 86, Rider USR, Universal Service Fund Rider  
Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric

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Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

Issued: May 1, 2008

Effective: May 5, 2008

Issued by Sandra P. Meyer, President

**NET MONTHLY BILL (Contd.)**

3. Market Price Generation Charges – Market Based Standard Service Offer

Energy Related Component	\$0.026805 per kWh
Demand Related Component	\$0.038236 per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

Customers who return to the Company's energy supply after January 2, 2005, will be billed for generation service for each hour at the higher of the following:

1. The demand-related component of the Market Price Generation Charge, plus the energy-related component of the Market Price Generation Charge, plus Rider FPP, or
2. The demand-related component of the Market Price Generation Charge, plus the incremental dispatch cost of the highest cost generation unit/purchased power to serve Duke Energy Ohio load.

**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 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.

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Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

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Issued by Sandra P. Meyer, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 46.7  
Cancels and Supersedes  
Sheet No. 46.6  
Page 3 of 3

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**SERVICE PROVISIONS (Contd.)**

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.

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Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

Issued: May 1, 2008

Issued by Sandra P. Meyer, President

Effective: May 5, 2008

## **RATE DI**

### **DISTRIBUTION INTERCONNECTION PROCEDURES**

#### **APPLICABILITY**

Applicable in the entire territory where tariff P.U.C.O. No. 19 applies, this tariff applies to those situations where an Interconnection Service Customer seeks to physically connect such customer's electric generation facility to, and may operate it in parallel with, the Company's Distribution system. An Interconnection Service Customer who has a facility that does not qualify for Simplified Interconnection pursuant to the Technical Requirements incorporated herein by reference may negotiate a separate Interconnection Agreement with the Company and the terms and conditions of this tariff apply to such Interconnection Service Customers to the extent that the negotiated Interconnection Agreement does not conflict with this tariff.

#### **PURPOSE**

The purpose of this tariff is to implement Ohio Revised Code Section 4928.11, which calls for uniform interconnection standards that are not unduly burdensome or expensive and also ensure safety and reliability, to the extent governing authority is not preempted by Federal law. This Tariff states the terms and conditions that govern the Interconnection and Parallel Operation of an Interconnection Service Customer's facility with the Company's Distribution System.

#### **PROCEDURES**

Any Interconnection Service Customer seeking to physically connect facilities to the Company's Distribution System, which facilities may be used in Parallel Operation with the Company's Distribution System, shall file an Interconnection Application (Exhibit A) and sign an Interconnection Agreement with the Company for Interconnection. For facilities for which the referenced Technical Requirements for Interconnection and Parallel Operation of Distributed Generation are applicable, the Interconnection Service Customer and Company shall execute a Simplified Interconnection Agreement (Exhibit B). For small photovoltaic installations with a capacity of 10 kW or less, the agreement contained in Exhibit C shall be executed instead of Exhibit B. For all other facilities, the Customer and the Company shall execute an Interconnection Agreement which may be different from Exhibit B but which shall conform with the provisions of this tariff, to the extent applicable.

To the extent possible, Interconnection to the Company's Distribution System shall take place within the following time frames:

1. Where the Company requires no construction and the facility qualifies for Simplified Interconnection pursuant to the screening process contained in the Technical Requirements, Interconnection shall be permitted within four weeks of the Company's receipt of a completed Interconnection Application (Exhibit A) in compliance with the terms and conditions of this tariff. Prior to actual Interconnection the Interconnection Service Customer must execute the Interconnection Agreement.

**PROCEDURES (Contd.)**

2. Where construction or system upgrades of the Company's Distribution System are required, the Company shall provide the Interconnection Service Customer in a timely fashion an estimate of the schedule and the Interconnection Service Customer's cost for the construction or upgrades. If the Interconnection Service Customer desires to proceed with the construction or upgrades, the Interconnection Service Customer and the Company shall enter into a contract. The contract shall contain a construction schedule listing target commencement and completion dates, and an estimate of the Interconnection Service Customer's costs for construction or upgrades. Assuming the Interconnection Service Customer is ready, the Interconnection Service shall take place no later than two weeks following the completion of such construction or upgrades. The Company shall employ best reasonable efforts to complete such system construction or upgrades in the shortest time reasonably practical.
3. All Interconnection Applications shall be processed by the Company in a non-discriminatory manner. The Company shall promptly provide each Interconnection Service Customer a written Notice of the company's receipt of the Application. The Company will endeavor to place such notice in the U.S. Mail within 3 business days after the Application has been received by the Company's personnel designated on the application form. The Company shall provide each Interconnection Service Customer with a copy of the Screening Process and a target date for processing the Application. If the Application is viewed as incomplete, the Company must provide a written Notice within 10 days of receipt of the Application by the Company's personnel designated on the application form that the Application is not complete together with a description of the information needed to complete the Application and a statement that processing of the Application cannot begin until the information is received. The Company's target date shall permit Interconnection in a timely manner pursuant to the requirements of O.A.C. 4901:1-22-04(C). Interconnection Applications will be processed in the order that they are received. It is recognized that certain Interconnection Applications may require minor modifications while they are being reviewed by the Company. Such minor modifications to a pending application shall not require that it be considered incomplete and treated as a new or separate application. Minor modifications would not include at least the following: changes in facility size or location; any change requiring a new impact study; any other substantive change.
4. If the Company determines that it cannot connect the Interconnection Service Customer's facility within the time frames required by O.A.C. § 4901:1-22-04(C), the Company will notify the Interconnection Service Customer in writing of that fact as soon as possible. The notification will identify the reason or reasons Interconnection Service could not be performed within the time frames stated in O.A.C. § 4901:1-22-04(C), and provide an estimated date for interconnection service. This section shall not limit the rights of an Interconnection Service Customer for relief under Ohio Revised Code Chapter 4905.

## **TECHNICAL REQUIREMENTS FOR INTERCONNECTION AND PARALLEL OPERATION OF FACILITIES OWNED OR OPERATED BY AN INTERCONNECTION SERVICE CUSTOMER**

The Company shall maintain a copy of the Technical Requirements for Interconnection at its place of business such that the Technical Requirements are readily available to the public. The Company shall provide the Commission Staff with a copy of the Technical Requirements. Standards adopted by IEEE shall supersede the applicable provisions of the Company's Technical Requirements effective the date that IEEE adopts such standards. However, any Interconnection made or initiated prior to the adoption of any national standard promulgated by IEEE shall be grandfathered. Regarding any IEEE minimum standard, or any guideline that the IEEE may promulgate, the Company may amend the Technical Requirements to the minimum extent required to address unique local conditions, and shall provide such amendments to the Staff and make such amendments available to the Interconnection Service Customers. All Technical Requirements for Interconnection, including superseding standards adopted by IEEE, are incorporated herein by reference.

### **METERING**

Any metering installation, testing, or recalibration required by the installation of the Interconnection Service Customer's distributed generation equipment shall be provided consistent with the Electric Service and Safety Standards pursuant to Ohio Revised Code Chapter 4928, and specifically O.A.C. § 4901:1-10-05 (Metering) and, as applicable, § 4901:1-10-28 (C) (Net Metering).

### **LIABILITY INSURANCE**

Prior to any Interconnection with the Company, the Interconnection Service Customer must provide the Company with proof of insurance or other suitable financial instrument sufficient to meet its construction, operating and liability responsibilities pursuant to this tariff. At no time shall the Company require that the Applicant negotiate any policy or renewal of any policy covering any liability through a particular insurance company, agent, solicitor, or broker.

### **SYSTEM IMPACT AND FACILITIES STUDIES**

For those Applications that do not qualify for the Simplified Interconnection Agreement pursuant to the Screening Process included in the Technical Requirements, the Company may require supplemental review, a service study, coordination study, facilities study or Company system impact study prior to Interconnection. In instances where such studies are required, the scope of such studies shall be based on the characteristics of the particular generation facility to be interconnected and the Company's system at the specific proposed location. By agreement between the Company and the Interconnection Service Customer, studies related to Interconnection of the generation facility may be conducted by a qualified third party. The cost of an impact facilities study performed by the Company shall be included in the costs set forth in the Interconnection Fees section of this tariff, set forth below. The Company shall provide the Applicant for Interconnection service with a target date for completion of any required system impact or facilities study. Any such study conducted by the Company shall be shared with the Interconnection Service Customer.

### **INTERCONNECTION FEES**

The Company shall not charge any fees for Interconnection other than those authorized by this tariff.

The Company will not charge any fee for the Interconnection Application or for any studies defined in the System Impact and Facilities Studies section of this tariff.

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

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

### CONSTRUCTION OR UPGRADE FEES

If the Interconnection requires construction or an upgrade of the Company's system which, save for the generation facility would not be required, the Company will assess the Interconnection Service Customer the actual cost including applicable taxes of such construction or upgrade. Payment terms for such construction or upgrade will be agreed to and specified in the construction contract. The Company and the Interconnection Service Customer may negotiate for alternatives in order to reduce any costs or taxes applicable thereto.

### RESOLUTION OF DISPUTES

The Company or the Interconnection Service Customer who is a non-mercantile, non-residential customer may seek resolution of any disputes which may arise out of this tariff, including the Interconnection and the referenced Technical Requirements in accordance with the Commission's Rules for Alternative Dispute Resolution.

### DEFINITIONS

For the purpose of this Interconnection tariff, the following words shall have the meanings set forth:

- (1) **CERTIFIED TERRITORY** – This term shall have the same meaning as found in R.C. 4928.01(A)(3).
- (2) **COMPANY** — Duke Energy Ohio.
- (3) **FACILITY** — An electrical generating installation consisting of one or more generation units as defined in the Interconnection Application for Service.
- (4) **INTERCONNECTION** — The physical connection of the Interconnection Service Customer's Facilities to the Company's Distribution System for the purpose of electrical power service.
- (5) **INTERCONNECTION AGREEMENT** — The standard form of agreement between the Interconnection Service Customer and the Company (Exhibit B attached) or the negotiated agreement between the Interconnection Service Customer and the Company as referenced in the Procedures section above.
- (6) **INTERCONNECTION APPLICATION** — The standard form of application approved by the Commission (See Exhibit A).
- (7) **INTERCONNECTION SERVICE CUSTOMER** – This term shall have the same meaning as found in O.A.C §4901:1-22-02 (J).
- (8) **PARALLEL OPERATION** — This term shall have the same meaning as found in OAC §4901:1-22-02 (L).
- (9) **TECHNICAL REQUIREMENTS** – The Technical Requirements consist of the following: Part A contains the standardized Technical Requirements common to all Ohio Electric Distribution Utilities. Part A shall be amended as necessary to conform to adopted IEEE Standards. Part B contains the Screening Process applicable to all Interconnection Service Customer facilities. The Company shall provide upon request specific Technical Requirements necessary to fill in any gaps in Part A or for facilities that do not conform with the Part A Technical Requirements.

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Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President



**EXHIBIT A**

**APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION WITH  
THE COMPANY'S DISTRIBUTION SYSTEM**

Return Completed Application to:

Duke Energy Ohio  
Attention: Accounts Services  
139 East Fourth Street  
Cincinnati, Ohio 45202

Customer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Service Point Address: \_\_\_\_\_

Information Prepared and Submitted By: \_\_\_\_\_

(Name and Address) \_\_\_\_\_

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated for interconnection with the Company's Distribution System.

**GENERATOR**

Number of Units: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Type (Synchronous, Induction, or Inverter): \_\_\_\_\_

Fuel Source Type (Solar, Natural Gas, Wind, etc.): \_\_\_\_\_

Kilowatt Rating (95 F at location) \_\_\_\_\_

Kilovolt-Ampere Rating (95 F at location): \_\_\_\_\_

Power Factor: \_\_\_\_\_

Voltage Rating: \_\_\_\_\_

Ampere Rating: \_\_\_\_\_

Number of Phases: \_\_\_\_\_

Frequency: \_\_\_\_\_

Do you plan to export power:    ☐ Yes    ☐ No

If Yes, maximum amount expected: \_\_\_\_\_

Expected Energizing and Start-up Date: \_\_\_\_\_

Normal Operation of Interconnection: (examples: provide power to meet base load, demand management, standby, back-up, other) (please describe) \_\_\_\_\_

One-line diagram attached: \_\_\_\_\_ Yes

Have testing results been supplied to the Company documenting conformance with the Company's technical requirements: \_\_\_\_\_ Yes [Note: Requires a Yes for complete Application.]

Have all necessary government permits and approvals been obtained for the project prior to this application? \_\_\_\_\_ Yes [Note: Requires a Yes for an Application to be considered complete.]

Have the generator Manufacturer machine characteristics been supplied to the Company? \_\_\_\_\_ Yes [Note: Requires a Yes for complete Application.]

Layout sketch showing lockable, "visible" disconnect device: \_\_\_\_\_ Yes

DATE:

[CUSTOMER NAME]

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B  
INTERCONNECTION AGREEMENT  
FOR INTERCONNECTION AND PARALLEL OPERATION  
OF DISTRIBUTED GENERATION**

This Interconnection Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by DUKE ENERGY OHIO, ("Company"), and \_\_\_\_\_ ("Interconnection Service Customer"), a \_\_\_\_\_ [specify whether corporation, and if so name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Scope of Agreement** -- This Agreement is applicable to conditions under which the Company and the Interconnection Service Customer agree that one or more generating facility or facilities of \_\_\_\_\_ KW to be interconnected at 35 kV or less ("Facility or Facilities") may be interconnected to the Company's Distribution System, as described in Appendix A.
2. **Establishment of Point(s) of Interconnection** -- Company and Interconnection Service Customer agree to interconnect their Facility or Facilities at the locations specified in this Agreement, in accordance with the Company's Interconnection Tariff, including the Company's Technical Requirements referenced in such Tariff, and Revised Code §4928.67, and the Uniform Electric Interconnection Standards (§4901:1-22-01, et seq.) of the Ohio Administrative Code (Rules) or any successor Rule addressing interconnection standards, and as described in the attached Appendix A (the "Point(s) of Interconnection").
3. **Responsibilities of Company and Interconnection Service Customer** -- Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facility or Facilities which it now or hereafter may own unless otherwise specified on Appendix A. Interconnection Service Customer shall conduct operations of its facility(s) in compliance with all aspects of the Interconnection Tariff, and Company shall conduct operations on its utility system in compliance with all aspects of the Interconnection Tariff, or as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities or interconnection facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. The Parties agree to cause their Facilities or systems to be constructed in accordance with any applicable safety and performance standards including but not limited to those established by the National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, its distribution system and related Facilities and Units so as to reasonably minimize the likelihood of a disturbance, originating in the system of one Party, affecting or impairing the system of the other Party, or other systems with which a Party is interconnected.

**Company will notify Interconnection Service Customer if there is evidence that the Facility operation causes disruption or deterioration of service to other customers served from the same grid or if the Facility operation causes damage to Company's system.**

The Interconnection Service Customer shall provide the Company with proof of Insurance or other suitable financial instrument sufficient to meet its construction, operating and liability responsibilities pursuant to this Agreement.

**Interconnection Service Customer will notify Company of any emergency or hazardous condition or occurrence with the Interconnection Service Customer's Unit(s) which could affect safe operation of the system.**

#### **4. Limitation of Liability and Indemnification**

- a. Neither Company nor Interconnection Service Customer shall be liable to the other for damages for any act that is beyond such party's control, including any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party.
- b. Notwithstanding Paragraph 4.a of this Agreement, Company shall assume all liability for and shall indemnify Interconnection Service Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its facilities as described on Appendix A; provided, however, that Company shall have no obligation to indemnify Interconnection Service Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Interconnection Service Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Interconnection Service Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of the Interconnection Service Customer or for the Interconnection Service Customer's costs and expenses of prosecuting or defending an action or claim against the Company. This paragraph does not create a liability on the part of the Company to the Interconnection Service Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.
- c. Notwithstanding Paragraph 4.a of this Agreement, Interconnection Service Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Interconnection Service Customer's negligence in connection with the design, construction or operation of its facilities as described on Appendix A; provided, however, that Interconnection Service Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Interconnection Service Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Interconnection Service Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Interconnection Service Customer does not assume liability for any costs for damages arising from the disruption of the business of the Company or for the Company's costs and expenses of prosecuting or defending an action or claim against the Interconnection Service Customer. This paragraph does not create a liability on the part of the Interconnection Service Customer to the Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

- d. Company and Interconnection Service Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of delivery. The Company does not assume any duty of inspecting the Interconnection Service Customer's lines, wires, switches, or other equipment and will not be responsible therefore. Interconnection Service Customer assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the point of delivery, the point of delivery being the point where the electric energy first leaves the wire or facilities provided and owned by Company and enters the wire or facilities provided by Interconnection Service Customer.
  - e. For the mutual protection of the Interconnection Service Customer and the Company, only with Company prior authorization are the connections between the Company's service wires and the Interconnection Service Customer's service entrance conductors to be energized.
  - f. Neither by inspection, if any, or non-rejection, nor in any other way, does the Company give any warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Customer or leased by the Customer from third parties, including without limitation the Unit and any structures, equipment, wires, appliances or devices appurtenant thereto.
5. **Right of Access, Equipment Installation, Removal & Inspection**— Upon reasonable notice, the Company may send a qualified person to the premises of the Interconnection Service Customer at or immediately before the time the Facility first produces energy to inspect the interconnection, and observe the Facility's commissioning (including any testing), startup, and operation for a period of up to no more than three days after initial startup of the unit.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to Interconnection Service Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

6. **Disconnection of Unit** – Interconnection Service Customer retains the option to disconnect from Company's utility system. Interconnection Service Customer will notify the Company of its intent to disconnect by giving the Company at least thirty days' prior written notice. Such disconnection shall not be a termination of the agreement unless Interconnection Service Customer exercises rights under Section 7.

Interconnection Service Customer shall disconnect Facility from Company's system upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs on Company's utility system, Company shall provide Interconnection Service Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Interconnection Service Customer will endanger persons or property. During the forced outage of the Company's utility system serving Interconnection Service Customer, Company shall have the right to suspend service to effect immediate repairs on Company's utility system, but the Company shall use its best efforts to provide the Interconnection Service Customer with reasonable prior notice.

7. **Effective Term and Termination Rights**-- This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. The agreement may be terminated for the following reasons: (a) Interconnection Service Customer may terminate this Agreement at any time, by giving the Company sixty days' written notice; (b) Company may terminate upon failure by the Interconnection Service Customer to generate energy from the Facility in parallel with the Company's system within twelve months after completion of the interconnection; (c) either party may terminate by giving the other party at least sixty days prior written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Interconnection Service Customer at least sixty days notice in the event that there is a material change in an applicable rule or statute.
8. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Ohio and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.
9. **Amendment** --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.
10. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits and Facility Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation \_\_\_\_\_ [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.
11. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

f

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) If to Interconnection Service Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 10.

12. **Invoicing and Payment** -- Invoicing and payment terms for services associated with this agreement shall be consistent with applicable rules of the Public Utilities Commission of Ohio. Fees shall be limited to the fees and deposits described in the Company's Interconnection Tariff and such fees

agreed to by the parties and attached to this Agreement as Appendix B.

13. **No Third-Party Beneficiaries** – This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
14. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.
15. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.
16. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
17. **Dispute Resolution.**

This Agreement has no effect on the ability of either party to file a jurisdictional complaint with the Public Utilities Commission of Ohio. This Agreement is not a waiver by either party of any claim that would be jurisdictional for the Public Utilities Commission of Ohio. Both parties to this Agreement may file jurisdictional complaints or other actions before the Public Utilities Commission of Ohio. The parties to this Agreement shall resolve any dispute not jurisdictional to the Public Utilities Commission of Ohio pursuant to the terms and conditions of this Agreement.

- (a) If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
  - (i) A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
  - (ii) If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "Neutral") to act as a mediator. If the parties are unable to agree on the Neutral within twenty (20) days, they shall seek assistance in such regard from the CPR Institute for Dispute Resolution, Inc. ("CPR"). The fees of the Neutral and all other common fees and expenses shall be shared equally by the parties.
  - (iii) The mediation may proceed in accordance with CPR's Model Procedure for Mediation of Business Disputes, or the parties may mutually establish their own procedure.
  - (iv) The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within sixty (60) days, then, upon seven (7) days' written notice to the other party either party may request that the matter be referred to binding arbitration before three arbitrators, one of whom shall be named by Seller, one by Buyer and a third of whom shall be named by the two arbitrators appointed by Seller and Buyer, respectively. If either Buyer or Seller fails to select an arbitrator within fifteen (15) days after receipt of written notice from the other of its election to submit a matter to arbitration and naming its arbitrator, the party giving such notice shall have the right to appoint an arbitrator for the party in default; and the two thus chosen shall then select the third arbitrator. The appointment of the third arbitrator, if not agreed upon within twenty (20) days, shall be made in accordance with CPR's Rules for Non-administered Arbitration then in effect. Said Rules shall govern any such proceedings. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall pay for the services and expenses of the arbitrator appointed by it and for its

costs, expenses, and attorneys' fees, and all common costs incurred in connection with the arbitration, including fees and expenses of the third arbitrator and court reporter, shall be paid in equal parts by the parties hereto.

(b) All negotiation and mediation proceedings shall be strictly confidential and used solely for the purposes of settlement. Any materials prepared by one party for those proceedings shall not be used as evidence by the other party in any subsequent arbitration; provided, however, the underlying facts supporting such materials may be subject to discovery. All arbitration proceedings shall also be strictly confidential.

(c) Each party fully understands its specific obligations under the provisions of this Agreement. Neither party considers such obligations to be vague or in any way unenforceable, and neither party will contend to the contrary at any future time or in any future proceeding.

18. **Severability.** The intention of the Parties is to comply fully with all laws and public policies, and this agreement shall be construed consistently with all such laws and public policies to the extent possible. If and to the extent that any court of competent jurisdiction is unable to so construe any provision of this agreement and holds that provision to be invalid, such invalidity shall not affect the remaining provisions of this agreement, which shall remain in full force and effect.

19. **Relationship of Parties.** The relationship of the Parties pursuant to this agreement is contractual. This agreement does not establish a partnership, joint venture, agency, or independent contractor or employer-employee relationship. Neither Party shall have any authority or power to bind the other Party, to create any liability against the other Party, or to incur any obligations on behalf of the other Party in any way or for any purpose, except as expressly authorized pursuant to this agreement, and neither Party shall hold itself out as having any such authority.

20. **Assignment; Successors in Interest.** Interconnection Service Customer may transfer or assign its rights and obligations under this Agreement, with prior consent of the Company, which consent shall not be unreasonably withheld, to any Interconnection Service Customer that meets the criteria established by the Public Utilities Commission of Ohio for Interconnection Service. The Company may transfer or assign its rights and obligations under this Agreement, with prior consent of Interconnection Service Customer, which consent shall not be unreasonably withheld, to another business, except that the Company may assign its rights and obligations under this agreement to a parent company, affiliate, or subsidiary without the consent of the Interconnection Service Customer. Any assignee shall assume in writing all of the assigning Party's obligations, covenants, and restrictions under this agreement. The assigning Party shall give the other party 45 days advance written notice of any requested assignment. In no event shall any assignment by either Party release the assigning Party of any of its obligations under this agreement incurred prior to the date of such assignment. Subject to the preceding sentences, this agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

[COMPANY NAME]

[INTERCONNECTION SERVICE CUSTOMER  
NAME]

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## APPENDIX A

1. Name:
2. Facility location:
3. Delivery voltage:
4. Normal Operation of Interconnection:
5. One line diagram attached (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No
6. Facilities to be furnished by Company:
7. Facilities to be furnished by Interconnection Service Customer:
8. Cost Responsibility:
9. Supplemental terms and conditions attached (check one): \_\_\_\_\_ Yes / \_\_\_\_\_ No

**EXHIBIT C**  
**INTERCONNECTION AGREEMENT**  
**FOR INTERCONNECTION AND PARALLEL OPERATION**  
**OF PHOTOVOLTAIC EQUIPMENT 10 kW OR SMALLER**

This Interconnection Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between DUKE ENERGY OHIO ("Company"), and \_\_\_\_\_ ("Customer").

Customer is installing or has installed photovoltaic equipment including an inverter used to interconnect and operate in parallel with the Company's system, and described as follows:

Location: \_\_\_\_\_

Inverter Power Rating: \_\_\_\_\_

Inverter Manufacturer and Model Number: \_\_\_\_\_

Description of electrical installation of inverter and associated electrical equipment:

☐ As shown on a single line diagram attached as "Exhibit A"

Or

☐ Described as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Requirement for Customer owned utility-interface disconnect switch:

☐ Not required

☐ Required. Must be in a location immediately accessible to Company at all times.

Customer agrees that the inverter has been designed and installed to meet the requirements of IEEE Standard P929-2000, "Recommended Practice for Utility Interface of Photovoltaic (PV) Systems" and all applicable requirements of the National Electrical Code and local building codes.

Customer agrees that the inverter has been certified by Underwriters Laboratories (UL) as having satisfied the testing requirements of UL Standard 1741, "Standard for Safety for Static Inverters and Charge Controllers for Use in Photovoltaic Power Systems."

Company agrees to allow Customer to interconnect the inverter and operate it in parallel with the Company's system.

Customer's use of the inverter and associated electrical equipment is subject to the Company's ELECTRIC SERVICE REGULATIONS and the Company's Interconnection Tariff.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date first above written.

DUKE ENERGY OHIO

Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## 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
- (b) Demand Charge  
All kVA

\$150.00

\$ 0.196 per kVA

(I)

(R)

2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 51, Rider AAC, Annually Adjusted Component Rider

Sheet No. 52, Rider DSMR, Demand Side Management Cost Recovery Rider

Sheet No. 53, Rider FPP, Fuel and Economy Purchased Power Rider

Sheet No. 54, Rider IMF, Infrastructure Maintenance Fund Rider

Sheet No. 56, Rider SRT, System Reliability Tracker

Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider

Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider

Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider

(D)

Sheet No. 81, Rider EER, Energy Efficiency Revolving Loan Program Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider

Sheet No. 85, Rider SC, Shopping Credit Rider

(D)

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric

(D)

**NET MONTHLY BILL (Contd.)**

3. Market Price Generation Charges – Market Based Standard

Service Offer

(a) Demand Charge

First 50,000 kVA	\$8.383100	per kVA
Additional kVA	\$6.043100	per kVA

(b) Energy Charge

Billing Demand times 300	\$0.014404	per kWh
Additional kWh	\$0.016381	per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a *Certified Supplier for their generation service*.

Customers who return to the Company's energy supply after January 2, 2005, will be billed for generation service for each hour at the higher of the following:

1. The demand-related component of the Market Price Generation Charge, plus the energy-related component of the Market Price Generation Charge, plus Rider FPP, or
2. The demand-related component of the Market Price Generation Charge, plus the incremental dispatch cost of the highest cost generation unit/purchased power to serve Duke Energy Ohio load.

**MINIMUM CHARGE**

The minimum charge shall be not less than fifty (50) percent 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 (1.5) percent 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) 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.

**DEMAND (contd.)**

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 (20) percent 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.

**RIDER AAC**

**ANNUALLY ADJUSTED COMPONENT RIDER**

**APPLICABILITY**

Applicable to all jurisdictional retail customers in the Company's electric service area.

**CHARGE**

The Annually Adjusted Component Rider Charges detailed below are applicable after the end of the Market Development Period, except that they will not apply to those customers that receive a shopping credit or are eligible to avoid the Annually Adjusted Component charge as described below in the AVOIDANCE OF CHARGE section. All applicable kWh are subject to the Annually Adjusted Component Rider Charge. See Section VI, Item 7 of the Electric Service Regulations for the definition of the term "Market Development Period."

The following rates are effective for non-residential customers (including residential service of a commercial or public character) April 1, 2008:

Tariff Sheet

AAC Charge  
(per kWh/kW)

Rate DS, Service at Secondary Distribution Voltage	
First 1000 kW	\$1.049100
Additional kW	\$0.829900
Billing Demand Times 300	\$0.002682
Additional kWh	\$0.002228
Rate GS-FL, Optional Unmetered For Small Fixed Loads	
kWh Greater Than or Equal to 540 Hours	\$0.008910
kWh Less Than 540 Hours	\$0.010242
Rate CUR, Common Use Residential Service	
Summer, First 1000 kWh	\$0.006052
Summer, Additional kWh	\$0.007669
Winter, First 1000 kWh	\$0.006052
Winter, Additional kWh	\$0.002284
Rate EH, Optional Rate For Electric Space Heating	
All kWh	\$0.003656
Rate DM, Secondary Distribution Service, Small	
Summer, First 2800 kWh	\$0.008023
Summer, Next 3200 kWh	\$0.002048
Summer, Additional kWh	\$0.000894
Winter, First 2800 kWh	\$0.006367
Winter, Next 3200 kWh	\$0.002052
Winter, Additional kWh	\$0.000848

Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

Issued: May 1, 2008

Effective: May 5, 2008

Issued by Sandra P. Meyer, President

**CHARGES (Contd.)**

Tariff Sheet

AAC Charge  
(per kWh/kW)

Rate DP, Service at Primary Distribution Voltage	
First 1000 kW	\$0.947400
Additional kW	\$0.747300
Billing Demand Times 300	\$0.003021
Additional kWh	\$0.002423
Rate TS, Service at Transmission Voltage	
First 50,000 Kva	\$1.148400
Additional kVA	\$0.827800
Billing Demand Times 300	\$0.001973
Additional kWh	\$0.002243
Rate SL, Street Lighting Service	
All kWh	\$0.003946
Rate TL, Traffic Lighting Service	
All kWh	\$0.002310
Rate OL, Outdoor Lighting Service	
All kWh	\$0.003946
Rate NSU, Street Lighting Service for Non-Standard Units	
All kWh	\$0.003946
Rate NSP, Private Outdoor Lighting for Non-Standard Units	
All kWh	\$0.003946
Rate SC, Street Lighting Service - Customer Owned	
All kWh	\$0.003946
Energy only - all kWh	\$0.001570
Rate SE, Street Lighting Service - Overhead Equivalent	
All kWh	\$0.003946
Rate UOLS, Unmetered Outdoor Lighting Electric Service	
All kWh	\$0.001625

Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

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Issued: May 1, 2008

Effective: May 5, 2008

Issued by Sandra P. Meyer, President

**CHARGES (Contd.)**

The following rates apply to residential customers beginning April 1, 2008:

<u>Tariff Sheet</u>	<u>AAC Charge</u> (per kWh/kW)
Rate RS, Residential Service	
Summer, First 1000 kWh	\$0.006672
Summer, Additional kWh	\$0.008454
Winter, First 1000 kWh	\$0.006672
Winter, Additional kWh	\$0.002517
Rate ORH, Optional Residential Service With Electric Space Heating	
Summer, First 1000 kWh	\$0.005957
Summer, Additional kWh	\$0.007137
Winter, First 1000 kWh	\$0.005955
Winter, Additional kWh	\$0.003083
Winter, kWh greater than 150 times demand	\$0.001928
Rate TD, Optional Time-of-Day Rate	
Summer, On-Peak kWh	\$0.013603
Summer, Off-Peak kWh	\$0.001986
Winter, On-Peak kWh	\$0.010693
Winter, Off-Peak kWh	\$0.001988

**AVOIDANCE OF ANNUALLY ADJUSTED COMPONENT RIDER CHARGE**

All customers that switch to a certified supplier shall not pay the AAC.

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Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

Issued: May 1, 2008

Effective: May 5, 2008

Issued by Sandra P. Meyer, President



Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 52. 4  
Cancels and Supersedes  
Sheet No. 52.3  
Page 1 of 1

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## **RIDER DSMR**

### **DEMAND SIDE MANAGEMENT RATE**

The Demand Side Management Rate (DSMR) shall be determined in accordance with the provisions of Rider DSM, Demand Side Management Cost Recovery Rider, Sheet No. 97 of this Tariff.

The DSMR to be applied to residential customer bills beginning with the August 2007 revenue month is \$0.001743 per kilowatt-hour.

The DSMR to be applied to non-residential service customer bills beginning with the August 2007 revenue month for distribution service is \$0.000417 per kilowatt-hour, and \$0.00000 per kilowatt-hours for transmission service.

Issued by authority of an Order by the Public Utilities Commission of Ohio, dated July 11, 2007 in Case Nos. 06-91-EL-UNC, 06-92-EL-UNC and 06-03-GA-UNC.

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Issued: July 27, 2007

Issued by Sandra P. Meyer, President

Effective: July 31, 2007

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 53.13  
Cancels and Supersedes  
Sheet No. 53.12  
Page 1 of 1

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## **RIDER FPP**

### **FUEL AND ECONOMY PURCHASED POWER RIDER**

#### **APPLICABILITY**

Applicable to all jurisdictional retail customers in the Company's electric service area, except those customers receiving generation service from a Certified Supplier, following the end of the Market Development Period.

#### **CHARGE**

The Fuel and Economy Purchased Power rate (FPP) to be charged under this tariff will be updated every three months pending approval by the Public Utilities Commission of Ohio. The current rate is:

Residential	\$0.012196 per kilowatt-hour
Non-residential	\$0.011887 per kilowatt-hour
Voltage-reduction	\$0.011680 per kilowatt-hour

#### **BASE FUEL RATE**

The FPP rate reflects the incremental rate above or below the rate contained in the Company's base Market Price Generation rate of \$0.012453 per kWh.

Filed pursuant to an Order dated December 21, 2004 in Case No. 03-93-EL-ATA, *et al.*, before the Public Utilities Commission of Ohio.

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Issued: March 28, 2008

Effective: April 1, 2008

Issued by Sandra P. Meyer, President

**RIDER IMF**

**INFRASTRUCTURE MAINTENANCE FUND RIDER**

**APPLICABILITY**

Applicable to all jurisdictional retail customers in the Company's electric service area.

**CHARGE**

The Infrastructure Maintenance Fund Rider Charges detailed below are applicable after the end of the Market Development Period. All applicable kWh are subject to the Infrastructure Maintenance Fund Rider Charge. See Section VI, Item 7 of the Electric Service Regulations for the definition of the term "Market Development Period."

The following rates are effective from January 1, 2007 through December 31, 2008.

<u>Tariff Sheet</u>	<u>IMF Charge</u> (per kWh/kW)
Rate RS, Residential Service	
Summer, First 1000 kWh	\$0.002651
Summer, Additional kWh	\$0.003359
Winter, First 1000 kWh	\$0.002651
Winter, Additional kWh	\$0.001000
Rate ORH, Optional Residential Service With Electric Space Heating	
Summer, First 1000 kWh	\$0.002367
Summer, Additional kWh	\$0.002836
Winter, First 1000 kWh	\$0.002366
Winter, Additional kWh	\$0.001225
Winter, kWh greater than 150 times demand	\$0.000766
Rate TD, Optional Time-of-Day Rate	
Summer, On-Peak kWh	\$0.005405
Summer, Off-Peak kWh	\$0.000789
Winter, On-Peak kWh	\$0.004249
Winter, Off-Peak kWh	\$0.000790
Rate CUR, Common Use Residential Service	
Summer, First 1000 kWh	\$0.002651
Summer, Additional kWh	\$0.003359
Winter, First 1000 kWh	\$0.002651
Winter, Additional kWh	\$0.001000
Rate DS, Service at Secondary Distribution Voltage	
First 1000 kW	\$0.459400
Additional kW	\$0.363400
Billing Demand Times 300	\$0.001175
Additional kWh	\$0.000976
Rate GS-FL, Optional Unmetered For Small Fixed Loads	
kWh Greater Than or Equal to 540 Hours	\$0.003902
kWh Less Than 540 Hours	\$0.004486
Rate EH, Optional Rate For Electric Space Heating	
All kWh	\$0.001601

Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

**CHARGES (Contd.)**

<u>Tariff Sheet</u>	<u>IMF Charge</u> (per kWh/kW)
Rate DM, Secondary Distribution Service, Small	
Summer, First 2800 kWh	\$0.003514
Summer, Next 3200 kWh	\$0.000897
Summer, Additional kWh	\$0.000391
Winter, First 2800 kWh	\$0.002789
Winter, Next 3200 kWh	\$0.000898
Winter, Additional kWh	\$0.000371
Rate DP, Service at Primary Distribution Voltage	
First 1000 kW	\$0.414900
Additional kW	\$0.327300
Billing Demand Times 300	\$0.001323
Additional kWh	\$0.001061
Rate TS, Service at Transmission Voltage	
First 50,000 kVA	\$0.503000
Additional kVA	\$0.362600
Billing Demand Times 300	\$0.000864
Additional kWh	\$0.000983
Rate SL, Street Lighting Service	
All kWh	\$0.001728
Rate TL, Traffic Lighting Service	
All kWh	\$0.001011
Rate OL, Outdoor Lighting Service	
All kWh	\$0.001728
Rate NSU, Street Lighting Service for Non-Standard Units	
All kWh	\$0.001728
Rate NSP, Private Outdoor Lighting for Non-Standard Units	
All kWh	\$0.001728
Rate SC, Street Lighting Service - Customer Owned	
All kWh	\$0.001728
Energy Only - All kWh	\$0.000688
Rate SE, Street Lighting Service - Overhead Equivalent	
All kWh	\$0.001728
Rate UOLS, Unmetered Outdoor Lighting Electric Service	
All kWh	\$0.000711

**AVOIDANCE OF INFRASTRUCTURE MAINTENANCE FUND RIDER**

All eligible non-residential load that switches to a certified supplier shall not pay the IMF. To qualify to bypass the IMF, a non-residential customer must enter into a contract with a creditworthy CRES provider to provide firm generation service through December 31, 2008, or a non-residential customer may sign a contract with the Company assuring that it will purchase competitive retail electric generation service from a competitive retail electric service provider through December 31, 2008. Such contract or agreement must satisfy the full capacity, energy, and transmission requirements associated with the customer. The applicable non-residential customer must provide a minimum of 60-days notice to the Company of the effective date of the contract, and may provide notice to the Company beginning November 23, 2004. Switched non-residential customers who return to the Company's generation service will be charged the highest hourly generation cost that the Company incurs for that hour.

Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

**RIDER SRT**

**SYSTEM RELIABILITY TRACKER**

**APPLICABILITY**

Applicable to all jurisdictional retail customers in the Company's electric service area.

**CHARGE**

The System Reliability Tracker Charges detailed below are applicable after the end of the Market Development Period. All applicable kWh are subject to the System Reliability Tracker Charge. See Section VI, Item 7 of the Electric Service Regulations for the definition of the term "Market Development Period."

For all customers, these rates are effective April 1, 2008.

<u>Tariff Sheet</u>	<u>SRT Charge</u> (\$/kWh;\$/kW)
Rate RS, Residential Service	
All kWh	\$0.001348
Rate ORH, Optional Residential Service With Electric Space Heating	
All kWh	\$0.001348
Rate TD, Optional Time-of-Day Rate	
All kWh	\$0.001348
Rate CUR, Common Use Residential Service	
All kWh	\$0.001348
Rate DS, Service at Secondary Distribution Voltage	
First 1,000 kW	\$0.257200
Additional kW	\$0.191200
Billing Demand Times 300	\$0.000651
Additional kWh	\$0.000524
Rate GS-FL, Optional Unmetered For Small Fixed Loads	
All kWh	\$0.001311
Rate EH, Optional Rate For Electric Space Heating	
All kWh	\$0.001499
Rate DM, Secondary Distribution Service, Small	
All kWh	\$0.001300
Rate DP, Service at Primary Distribution Voltage	
First 1000 kW	\$0.235400
Additional kW	\$0.175800
Billing Demand Times 300	\$0.000724
Additional kWh	\$0.000563
Rate TS, Service at Transmission Voltage	
First 50,000 kVA	\$0.276300
Additional kVA	\$0.198700
Billing Demand Times 300	\$0.000476
Additional kWh	\$0.000541

Filed pursuant to an Order dated November 20, 2007 in Case No. 05-724-EL-UNC before the Public Utilities Commission of Ohio.

Issued: February 29, 2008

Issued by Sandra P. Meyer, President

Effective: April 1, 2008

<u>Tariff Sheet</u>	<u>SRT Charge</u> (\$/kWh; \$/kW)
Rate SL, Street Lighting Service All kWh	\$0.000931
Rate TL, Traffic Lighting Service All kWh	\$0.000931
Rate OL, Outdoor Lighting Service All kWh	\$0.000931
Rate NSU, Street Lighting Service for Non-Standard Units All kWh	\$0.000931
Rate NSP, Private Outdoor Lighting for Non-Standard Units All kWh	\$0.000931
Rate SC, Street Lighting Service - Customer Owned All kWh	\$0.000931
Rate SE, Street Lighting Service - Overhead Equivalent All kWh	\$0.000931
Rate UOLS, Unmetered Outdoor Lighting Electric Service All kWh	\$0.000931

#### **AVOIDANCE OF SYSTEM RELIABILITY TRACKER CHARGE**

Non-residential customers who have signed or will sign a contract with CG&E, or provide a CRES contract to CG&E, or provide a release in the form approved by the Commission in Case No. 03-93-EL-ATA indicating that the customer will remain off of MBSSO service through December 31, 2008, may avoid Rider SRT charges. More specifically, to avoid Rider SRT charges, the customer must be eligible to return to CG&E's MBSSO service at the higher of the Rate Stabilized (RSP) market price, or hourly LMP market price at the applicable node averaged monthly including all applicable MISO charges, as set forth in the Commission's April 13, 2005 Order on Rehearing in Case No. 03-93-EL-ATA (at page 4).

Filed pursuant to an Order dated November 20, 2007 in Case No. 05-724-EL-UNC before the Public Utilities Commission of Ohio.

Issued: February 29, 2008

Issued by Sandra P. Meyer, President

Effective: April 1, 2008

## RIDER TCR

### TRANSMISSION COST RECOVERY TRACKER

#### APPLICABILITY

Applicable to all jurisdictional retail customers in the Company's electric service area, except those customers receiving generation service from a Certified Supplier.

#### CHARGE

The Transmission Cost Recovery Tracker Charges detailed below are to recover transmission costs approved by the Public Utilities Commission of Ohio and the Federal Energy Regulatory Commission including Ancillary Services and those costs assessed to the Company by the applicable regional transmission organization. All applicable kWh, kW, or kVA are subject to the Transmission Cost Recovery Charge.

The Transmission Charges listed below do not apply to customers who receive their energy from a Certified Supplier. For customers who receive their energy from a Certified Supplier, the specific rates, terms, and conditions of the Company's FERC Open Access Transmission Tariff apply as such tariff may be amended from time to time and as incorporated herein by reference.

The charges for the respective electric service schedules are effective beginning with first billing cycle of June 2008 and updated on a semi-annual basis is as follows:

<u>Tariff Sheet</u>	<u>TCR Charge</u> (per kWh/kW)
Rate RS, Residential Service	
All kWh	\$0.005673
Rate ORH, Optional Residential Service With Electric Space Heating	
All kWh	\$0.005673
Rate TD, Optional Time-of-Day Rate	
All kWh	\$0.005673
Rate CUR, Common Use Residential Rate	
All kWh	\$0.005673
Rate DS, Service at Secondary Distribution Voltage	
All kW	\$1.863600
Rate GS-FL, Optional Unmetered For Small Fixed Loads	
All kWh	\$0.005420
Rate EH, Optional Rate For Electric Space Heating	
All kWh	\$0.005957
Rate DM, Secondary Distribution Service, Small	
All kWh	\$0.005423
Rate DP, Service at Primary Distribution Voltage	
All kW	\$2.357700
Rate SFL-ADPL, Optional Unmetered Rate For Small Fixed Loads Attached Directly to Company's Power Lines	
All kWh	\$0.005420
Rate TS, Service at Transmission Voltage	
All kVA	\$2.400300

Filed pursuant to an Order dated October 5, 2005 in Case Nos. 05-727-EL-UNC and 05-728-EL-AAM  
before the Public Utilities Commission of Ohio.

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139 East Fourth Street  
Cincinnati, Ohio 45202

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**CHARGE (Contd.)**

Tariff Sheet

TCR Charge  
(per kWh\ kW)

Rate SL, Street Lighting Service	
All kWh	\$0.002635
Rate TL, Traffic Lighting Service	
All kWh	\$0.002635
Rate OL, Outdoor Lighting Service	
All kWh	\$0.002635
Rate NSU, Street Lighting Service for Non-Standard Units	
All kWh	\$0.002635
Rate NSP, Private Outdoor Lighting for Non-Standard Units	
All kWh	\$0.002635
Rate SC, Street Lighting Service - Customer Owned	
All kWh	\$0.002635
Rate SE, Street Lighting Service - Overhead Equivalent	
All kWh	\$0.002635
Rate UOLS, Unmetered Outdoor Lighting Electric Service	
All kWh	\$0.002635

Filed pursuant to an Order dated October 5, 2005 in Case Nos. 05-727-EL-UNC and 05-728-EL-AAM  
before the Public Utilities Commission of Ohio.

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Issued: May 29, 2008

Issued by Sandra P. Meyer, President

Effective: May 30, 2008



**RIDER DRI**

**DISTRIBUTION RELIABILITY INVESTMENT RIDER**

**APPLICABILITY**

Applicable to all non-residential customers receiving service under the Company's retail rate groups beginning January 1, 2006 and ending December 31, 2010.

**DISTRIBUTION RELIABILITY INVESTMENT FACTORS**

All customers receiving electric service under Rate DS, Rate EH, Rate GS-FL, Rate SFL-ADPL, Rate DM, Rate DP, Rate TS, Rate TL, Rate NSU, Rate NSP, Rate SC, Rate SE, Rate UOLS, Rate OL, Rate SL and Rate RTP shall be assessed a monthly charge that will enable the Company to recover deferred amounts related the Company's investments in its distribution system to maintain and enhance system reliability.

The charges for the respective electric service schedules are:

<u>Tariff Sheet</u>	<u>DRI Charge</u> (Per kWh)
Rate CUR, Common Use Residential Service	\$0.001086
Rate DS, Service at Secondary Distribution Voltage	\$0.000654
Rate GS-FL, Optional Unmetered General Service Rate for Small Fixed Loads	\$0.000883
Rate EH, Optional Rate for Electric Space Heating	\$0.000725
Rate DM, Secondary Distribution Service – Small	\$0.001154
Rate DP, Service at Primary Distribution Voltage	\$0.000490
Rate SFL-ADPL, Optional Unmetered Rate for Small Fixed Loads Attached Directly to Company's Power Lines	\$0.000883
Rate TS, Service at Transmission Voltage	\$0.000000
Rate SL, Street Lighting Service	\$0.002549
Rate TL, Traffic Lighting Service	\$0.002549
Rate OL, Outdoor Lighting Service	\$0.002549
Rate NSU, Street Lighting Service for Non-Standard Units	\$0.002549
Rate NSP, Private Outdoor Lighting for Non-Standard Units	\$0.002549
Rate SC, Street Lighting Service – Customer Owned	\$0.002549
Rate SE, Street Lighting Service – Overhead Equivalent	\$0.002549
Rate UOLS, Unmetered Outdoor Lighting Electric Service	\$0.002549
Rate RTP, Real Time Pricing Program	
Rate DS	\$0.000654
Rate DP	\$0.000490
Rate TS	\$0.000000

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

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

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

**RIDER RSS**

(D)

**RATE STABILIZATION SURCREDIT RIDER**

**APPLICABILITY**

Applicable to all retail sales in the Company's electric service area, excluding Interdepartmental sales.

**SURCREDIT RIDER FACTORS**

This Rider shall remain in effect for the period March 1, 2007 through March 29, 2007.

<u>Rate Group</u>	<u>Rate</u> \$/kWh
Rate RS, Residential Service	0.000800
Rate CUR, Common Use Residential Service	0.000800
Rate ORH, Optional Residential Service with Electric Space Heating	0.000800
Rate TD, Optional Time-of-Day Rate	0.000800
Rate DS, Service at Secondary Distribution Voltage Service	0.000238
Rate EH, Optional Rate for Electric Space Heating	0.000238
Rate DM, Secondary Distribution Service – Small	0.000238
Rate GS-FL, Optional Unmetered for Small Fixed Loads	0.000238
Rate SFL-ADPL, Optional Unmetered Rate for Small Fixed Loads Attached Directly to Company's Power Lines	0.000238
Rate DP, Service at Primary Distribution Voltage	0.000238
Rate TS, Service at Transmission Voltage Primary Voltage	0.000238
Rate SL, Street Lighting Service	0.000238
Rate TL, Traffic Lighting Service	0.000238
Rate OL, Outdoor Lighting Service	0.000238
Rate NSU, Street Lighting Service for Non-Standard Units	0.000238
Rate NSP, Private Outdoor Lighting for Non-Standard Units	0.000238
Rate SC, Street Lighting Service – Customer Owned	0.000238
Rate SE, Street Lighting Service – Overhead Equivalent	0.000238
Rate UOL, Unmetered Outdoor Lighting Electric Service	0.000238

**SERVICE REGULATIONS**

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

Issued by authority of an Order of the Public Utilities Commission of Ohio dated December 21, 2005 in Case Nos. 05-0732-EL-MER, 05-0733-EL-AAM and 05-0974-GA-AAM.

Issued: February 28, 2007

Effective: March 1, 2007

Issued by Sandra P. Meyer, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 60.11  
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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. As currently installed Mercury Vapor fixtures are retired and/or replaced, they may be replaced with either Metal Halide or Sodium Vapor fixtures as the customer chooses.

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 48 hours 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>	<u>Market Price Generation Charge \$/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	<u>3.002</u>	1.927	(I)
7,000 lumen (Open Refractor)	175	0.205	853	<u>2.944</u>	2.047	(I)
10,000 lumen	250	0.275	1,144	<u>3.052</u>	2.746	(I)
21,000 lumen	400	0.430	1,789	<u>3.089</u>	4.294	(I)

Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-AIR before the Public Utilities Commission of Ohio.

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Effective: May 5, 2008

Issued by Sandra P. Meyer, President

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	Market Price Generation Charge \$/Unit	
Metal Halide						
14,000 lumen	175	0.193	803	<u>3.002</u>	1.927	(I)
20,500 lumen	250	0.275	1,144	<u>3.052</u>	2.746	(I)
Sodium Vapor						
9,500 lumen	100	0.117	487	<u>5.310</u>	1.169	(I)
9,500 lumen (Open Refractor)	100	0.117	487	<u>5.106</u>	1.169	(I)
16,000 lumen	150	0.171	711	<u>5.760</u>	1.707	(I)
22,000 lumen	200	0.228	948	<u>5.720</u>	2.275	(I)
27,500 lumen	200	0.228	948	<u>5.720</u>	2.275	(I)
50,000 lumen	400	0.471	1,959	<u>6.999</u>	4.702	(I)
Decorative Fixtures						
Sodium Vapor						
9,500 lumen (Rectilinear)	100	0.117	487	<u>9.215</u>	1.169	(I)
22,000 lumen (Rectilinear)	200	0.246	1,023	<u>9.318</u>	2.455	(I)
50,000 lumen (Rectilinear)	400	0.471	1,959	<u>9.320</u>	4.702	(I)
50,000 lumen (Setback)	400	0.471	1,959	<u>12.795</u>	4.702	(I)

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 50 feet of secondary wiring beyond the first 150 feet from the pole, the following price per month shall be added to the price per month per street lighting unit: \$0.38. (I)

	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit	Market Price Generation Charge \$/Unit	
<b>UNDERGROUND DISTRIBUTION AREA</b>						
Fixture Description						
Standard Fixture (Cobra Head)						
Mercury Vapor						
7,000 lumen	175	0.210	874	<u>2.540</u>	2.098	(I)
7,000 lumen (Open Refractor)	175	0.205	853	<u>3.097</u>	2.047	(I)
10,000 lumen	250	0.292	1,215	<u>2.538</u>	2.917	(I)
21,000 lumen	400	0.460	1,914	<u>2.611</u>	4.594	(I)
Sodium Vapor						
9,500 lumen	100	0.117	487	<u>5.310</u>	1.169	(I)
22,000 lumen	200	0.228	948	<u>5.720</u>	2.275	(I)
27,500 lumen	200	0.228	948	<u>5.720</u>	2.275	(I)
50,000 lumen	400	0.471	1,959	<u>6.999</u>	4.702	(I)

Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-AIR before the Public Utilities Commission of Ohio.

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Duke Energy Ohio  
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Cincinnati, Ohio 45202

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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>	<u>Market Price Generation Charge \$/Unit</u>	
Decorative Fixtures						
Mercury Vapor						
7,000 lumen (Town & Country)	175	0.205	853	<u>5.428</u>	2.047	(I)
7,000 lumen (Holophane)	175	0.210	874	<u>5.791</u>	2.098	(I)
7,000 lumen (Gas Replica)	175	0.210	874	<u>14.449</u>	2.098	(I)
7,000 lumen (Aspen)	175	0.210	874	<u>7.907</u>	2.098	(I)
Metal Halide						
14,000 lumen (Granville)	175	0.210	874	<u>7.907</u>	2.098	(I)
14,000 lumen (Town & Country)	175	0.205	853	<u>5.428</u>	2.047	(I)
14,500 lumen (Gas Replica)	175	0.210	874	<u>14.449</u>	2.098	(I)
Sodium Vapor						
9,500 lumen (Town & Country)	100	0.117	487	<u>8.970</u>	1.169	(I)
9,500 lumen (Holophane)	100	0.128	532	<u>9.281</u>	1.277	(I)
9,500 lumen (Rectilinear)	100	0.117	487	<u>9.420</u>	1.169	(I)
9,500 lumen (Gas Replica)	100	0.128	532	<u>16.998</u>	1.277	(I)
9,500 lumen (Aspen)	100	0.128	532	<u>9.782</u>	1.277	(I)
16,000 lumen (Aspen)	150	0.171	711	<u>5.760</u>	1.401	(I)
22,000 lumen (Rectilinear)	200	0.246	1,023	<u>9.318</u>	2.455	(I)
50,000 lumen (Rectilinear)	400	0.471	1,959	<u>8.911</u>	4.702	(I)
50,000 lumen (Setback)	400	0.471	1,959	<u>12.795</u>	4.702	(I)

**POLE CHARGES**

<u>Pole Description</u>	<u>Pole Type</u>	<u>\$/Pole</u>	
Wood			
17 foot (Wood Laminated) (a)	W17	<u>4.04</u>	(I)
30 foot	W30	<u>4.41</u>	(I)
35 foot	W35	<u>4.66</u>	(I)
40 foot	W40	<u>5.39</u>	(I)
Aluminum			
12 foot	A12	<u>11.82</u>	(I)
28 foot	A28	<u>6.56</u>	(I)
28 foot (heavy duty)	A28H	<u>6.66</u>	(I)
30 foot (anchor base)	A30	<u>19.72</u>	(I)

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Duke Energy Ohio  
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Cincinnati, Ohio 45202

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**NET MONTHLY BILL (Contd.)**

Pole Description (Contd.)	Pole Type	\$/Pole	
Fiberglass			
17 foot	F17	<u>4.05</u>	(I)
30 foot (bronze)	F30	<u>8.76</u>	(I)
35 foot (bronze)	F35	<u>8.86</u>	(I)
40 foot	F40	<u>5.38</u>	(I)
Steel			
27 foot (11 gauge)	S27	<u>16.17</u>	(I)
27 foot ( 3 gauge)	S27H	<u>21.90</u>	(I)

**Spans of Secondary Wiring:**

For each increment of 25 feet of secondary wiring beyond the first 25 feet from the pole, the following price per month shall be added to the price per month per street lighting unit: \$0.81.

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 following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 51, Rider AAC, Annually Adjusted Component Rider	
Sheet No. 52, Rider DSMR, Demand Side Management Cost Recovery Rider	
Sheet No. 53, Rider FPP, Fuel and Economy Purchased Power Rider	
Sheet No. 54, Rider IMF, Infrastructure Maintenance Fund Rider	
Sheet No. 56, Rider SRT, System Reliability Tracker	
Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider	
Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider	
<u>Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider</u>	(D)
Sheet No. 81, Rider EER, Energy-Efficiency Revolving Loan Program Rider	
Sheet No. 83, Rider OET, Ohio Excise Tax Rider	
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider	
<u>Sheet No. 85, Rider SC, Shopping Credit Rider</u>	(D)
Sheet No. 86, Rider USR, Universal Service Fund Rider	
<u>Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric</u>	(D)

**MARKET PRICE GENERATION CHARGES – MARKET BASED STANDARD SERVICE OFFER**

Demand Related Component	\$0.010528 per kWh
Energy Related Component	\$0.018276 per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

Customers who return to the Company's energy supply after January 2, 2005, will be billed for generation service for each hour at the higher of the following:

Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-AIR before the Public Utilities Commission of Ohio.

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Effective: May 5, 2008

Issued by Sandra P. Meyer, President

**MARKET PRICE GENERATION CHARGES – MARKET BASED STANDARD SERVICE OFFER (Contd.)**

1. The demand-related component of the Market Price Generation Charge, plus the energy-related component of the Market Price Generation Charge, plus Rider FPP, or
2. The demand-related component of the Market Price Generation Charge, plus the incremental dispatch cost of the highest cost generation unit/purchased power to serve Duke Energy Ohio load.

**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, 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.

Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-AIR before the Public Utilities Commission of Ohio.

Issued: May 1, 2008

Effective: May 5, 2008

Issued by Sandra P. Meyer, President

**GENERAL CONDITIONS (Contd.)**

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 street lighting unit reaches end of life or becomes obsolete and parts cannot be reasonably obtained, the Company can remove the unit at no expense to the customer after notifying the customer. The customer shall be given the opportunity to arrange for another type lighting unit provided by 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 the Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio.

Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-AIR before the Public Utilities Commission of Ohio.

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Issued: May 1, 2008

Effective: May 5, 2008

Issued by Sandra P. Meyer, President



**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 only all kilowatt-hours shall be billed as follows:

Distribution Energy and Equipment Charge	<u>\$0.003660</u> per kWh	(I)
Generation Charge – Demand Related Component	\$0.006161 per kWh	
Generation Charge – Energy Related Component	\$0.010697 per kWh	

- (b) Where the Company supplies energy from a separately metered source and the Company has agreed to provide limited maintenance for traffic signal equipment all kilowatt-hours shall be billed at

\$0.024476 per kWh (I)

- (c) Where the Company supplies energy and has agreed to provide limited maintenance for traffic signal equipment all kilowatt-hours shall be billed as follows:

Distribution Energy and Equipment Charge	<u>\$0.025607</u> per kWh	(I)
Generation Charge – Demand Related Component	\$0.006161 per kWh	
Generation Charge – Energy Related Component	\$0.010697 per kWh	

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

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## NET MONTHLY BILL (Contd.)

### 2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 51, Rider AAC, Annually Adjusted Component Rider

Sheet No. 52, Rider DSMR, Demand Side Management Cost Recovery Rider

Sheet No. 53, Rider FPP, Fuel and Economy Purchased Power Rider

Sheet No. 54, Rider IMF, Infrastructure Maintenance Fund Rider

Sheet No. 56, Rider SRT, System Reliability Tracker

Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider

Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider

Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider

(D)

Sheet No. 81, Rider EER, Energy-Efficiency Revolving Loan Program Rider

Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider

Sheet No. 85, Rider SC, Shopping Credit Rider

(D)

Sheet No. 86, Rider USR, Universal Service Fund Rider

Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric

(D)

## MARKET PRICE GENERATION CHARGES – MARKET BASED STANDARD SERVICE OFFER

Generation Charge – Demand Related Component      \$0.006161 per kWh

Generation Charge – Energy Related Component      \$0.010697 per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

Customers who return to the Company's energy supply after January 2, 2005, will be billed for generation service for each hour at the higher of the following:

1. The demand-related component of the Market Price Generation Charge, plus the energy-related component of the Market Price Generation Charge, plus Rider FPP, or
2. The demand-related component of the Market Price Generation Charge, plus the incremental dispatch cost of the highest cost generation unit/purchased power to serve Duke Energy Ohio load.

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

Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

Issued: May 1, 2008

Effective: May 5, 2008

Issued by Sandra P. Meyer, President

#### **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.
- (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 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.

#### **LIMITED MAINTENANCE**

Limited maintenance for traffic signals is defined as cleaning and replacing lamps, and repairing connections in wiring which are of a minor nature. Limited maintenance for traffic controllers is defined as cleaning, oiling, adjusting and replacing contacts which are provided by customer, time-setting when requested, and minor repairs to defective wiring.

#### **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 April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

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Effective: May 5, 2008

Issued by Sandra P. Meyer, 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. As currently installed Mercury Vapor fixtures are retired and/or replaced, they may be replaced with either Metal Halide or Sodium Vapor fixtures as the customer chooses.

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 48 hours 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:

	Lamp <u>Watts</u>	KW/ <u>Luminaire</u>	Annual <u>kWh</u>	Distribution Energy & Equipment <u>\$/Unit</u>	Market Price Generation Charge <u>\$/Unit</u>	
<b><u>Standard Fixtures (Cobra Head)</u></b>						
<b><u>Mercury Vapor</u></b>						
7,000 lumen (Open Refractor)	175	0.205	853	<u>5.479</u>	2.047	(I)
7,000 lumen	175	0.210	874	<u>9.307</u>	2.098	(I)
10,000 lumen	250	0.292	1,215	<u>9.499</u>	2.917	(I)
21,000 lumen	400	0.460	1,914	<u>10.461</u>	4.594	(I)

Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

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**NET MONTHLY BILL (Contd.)**

	Lamp Watts	KW/ Luminaire	Annual KWh	Distribution Energy & Equipment \$/Unit	Market Price Generation Charge \$/Unit	
<u>Metal Halide</u>						
14,000 lumen	175	0.210	874	<u>9.307</u>	2.098	(I)
20,500 lumen	250	0.292	1,215	<u>9.499</u>	2.917	(I)
36,000 lumen	400	0.460	1,914	<u>10.461</u>	4.594	(I)
<u>Sodium Vapor</u>						
9,500 lumen (Open Refractor)	100	0.117	487	<u>5.597</u>	1.169	(I)
9,500 lumen	100	0.117	487	<u>7.273</u>	1.169	(I)
16,000 lumen	150	0.171	711	<u>8.582</u>	1.707	(I)
22,000 lumen	200	0.228	948	<u>8.194</u>	2.275	(I)
27,500 lumen	100	0.117	487	<u>7.273</u>	1.169	(I)
27,500 lumen	200	0.228	948	<u>8.194</u>	2.275	(I)
50,000 lumen	400	0.471	1,959	<u>7.285</u>	4.702	(I)
<u>Decorative Fixtures (a)</u>						
<u>Mercury Vapor</u>						
7,000 lumen (Town & Country)	175	0.205	853	<u>12.461</u>	2.047	(I)
7,000 lumen (Aspen)	175	0.210	874	<u>17.730</u>	2.098	(I)
<u>Sodium Vapor</u>						
9,500 lumen (Town & Country)	100	0.117	487	<u>19.008</u>	1.169	(I)
9,500 lumen (Holophane)	100	0.128	532	<u>19.728</u>	1.277	(I)
9,500 lumen (Gas Replica)	100	0.128	532	<u>35.163</u>	1.277	(I)
22,000 lumen (Rectilinear)	200	0.246	1,023	<u>20.879</u>	2.455	(I)

(a) 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.

**B. 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:

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139 East Fourth Street  
Cincinnati, Ohio 45202

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**NET MONTHLY BILL (Contd.)**

	Lamp Watts	KW/ Luminaire	Annual KWh	Distribution Energy & Equipment \$/Unit	Market Price Generation Charge \$/Unit	
<u>Mercury Vapor</u>						
21,000 lumen	400	0.460	1,914	<u>9.674</u>	4.594	(I)
<u>Metal Halide</u>						
20,500 lumen	250	0.246	1,023	<u>7.150</u>	2.455	(I)
36,000 lumen	400	0.460	1,914	<u>9.674</u>	4.594	(I)
<u>Sodium Vapor</u>						
9,500 lumen	100	0.117	487	<u>6.752</u>	1.169	(I)
22,000 lumen	200	0.246	1,023	<u>7.150</u>	2.455	(I)
30,000 lumen	200	0.246	1,023	<u>7.150</u>	2.455	(I)
50,000 lumen	400	0.480	1,997	<u>7.867</u>	4.793	(I)

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

**2. Applicable Riders**

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 51, Rider AAC, Annually Adjusted Component Rider	
Sheet No. 52, Rider DSMR, Demand Side Management Cost Recovery Rider	
Sheet No. 53, Rider FPP, Fuel and Economy Purchased Power Rider	
Sheet No. 54, Rider IMF, Infrastructure Maintenance Fund Rider	
Sheet No. 56, Rider SRT, System Reliability Tracker	
Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider	
Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider	
<u>Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider</u>	(D)
Sheet No. 81, Rider EER, Energy-Efficiency Revolving Loan Program Rider	
Sheet No. 83, Rider OET, Ohio Excise Tax Rider	
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider	
<u>Sheet No. 85, Rider SC, Shopping Credit Rider</u>	(D)
Sheet No. 86, Rider USR, Universal Service Fund Rider	
<u>Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric</u>	(D)

**MARKET PRICE GENERATION CHARGES – MARKET BASED STANDARD SERVICE OFFER**

Demand Related Component	\$0.010528 per kWh
Energy Related Component	\$0.018276 per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

Customers who return to the Company's energy supply after January 2, 2005, will be billed for generation service for each hour at the higher of the following:

1. The demand-related component of the Market Price Generation Charge, plus the energy-related component of the Market Price Generation Charge, plus Rider FPP, or
2. The demand-related component of the Market Price Generation Charge, plus the incremental dispatch cost of the highest cost generation unit/purchased power to serve Duke Energy Ohio load.

Filed pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

#### **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 lighting unit reaches end of life or becomes obsolete and parts cannot be reasonably obtained, the Company can remove the unit at no expense to the customer after notifying the customer. The customer shall be given the opportunity to arrange for another type lighting unit provided by 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 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 April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

## 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 48 hours 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.

	Lamp Watts	kW/ Unit	Annual kWh	Distribution Energy & Equipment \$/Unit	Market Price Generation Charge \$/Unit	
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	<u>6.104</u>	0.648	(I)
b. 4,000 lumen incandescent	295	0.295	1,227	<u>12.795</u>	2.945	(I)
c. 6,000 lumen incandescent	405	0.405	1,685	<u>12.364</u>	4.045	(I)
d. 50,000 lumen sodium vapor	400	0.471	1,959	<u>11.436</u>	4.702	(I)
2) Street light units served overhead on Company owned pole						
a. 2,500 lumen incandescent	148	0.148	616	<u>3.780</u>	1.479	(I)
b. 6,000 lumen incandescent	405	0.405	1,685	<u>1.436</u>	4.045	(I)
c. 2,500 lumen mercury vapor	100	0.115	478	<u>4.083</u>	1.147	(I)

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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>	<u>Market Price Generation Charge \$/Unit</u>	
B. Customer owned						
1) Lighting system on steel poles served either overhead or under-ground with limited maintenance by Company						
a. 21,000 lumen mercury vapor	400	0.460	1,914	<u>0.127</u>	4.594	(I)
2) Fixtures mounted on Company owned pole served underground in conduit with limited maintenance by Company						
a. 21,000 lumen mercury vapor (Two fixtures per pole)	400	0.460	1,914	<u>9.940</u>	4.594	(I)
2. Applicable Riders						
The following riders are applicable pursuant to the specific terms contained within each rider:						
Sheet No. 51, Rider AAC, Annually Adjusted Component Rider						
Sheet No. 52, Rider DSMR, Demand Side Management Cost Recovery Rider						
Sheet No. 53, Rider FPP, Fuel and Economy Purchased Power Rider						
Sheet No. 54, Rider IMF, Infrastructure Maintenance Fund Rider						
Sheet No. 56, Rider TCR, Transmission Cost Recovery Rider						
Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider						(D)
<u>Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider</u>						
Sheet No. 81, Rider EER, Energy-Efficiency Revolving Loan Program Rider						
Sheet No. 83, Rider OET, Ohio Excise Tax Rider						
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider						
<u>Sheet No. 85, Rider SC, Shopping Credit Rider</u>						(D)
Sheet No. 86, Rider USR, Universal Service Fund Rider						
<u>Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric</u>						(D)

**MARKET PRICE GENERATION CHARGES – MARKET BASED STANDARD SERVICE OFFER**

Demand Related Component	\$0.010528 per kWh
Energy Related Component	\$0.018276 per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

Customers who return to the Company's energy supply after January 2, 2005, will be billed for generation service for each hour at the higher of the following:

1. The demand-related component of the Market Price Generation Charge, plus the energy-related component of the Market Price Generation Charge, plus Rider FPP, or
2. The demand-related component of the Market Price Generation Charge, plus the incremental dispatch cost of the highest cost generation unit/purchased power to serve Duke Energy Ohio load.

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Issued by Sandra P. Meyer, 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.

#### **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.

(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 reaches end of life or becomes obsolete and parts cannot be reasonably obtained, the Company can remove the unit at no expense to the customer after notifying the customer. The customer shall be given the opportunity to arrange for another type lighting unit provided by the Company.

(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.

(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 48 hours 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>kWh/ Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>	<u>Market Price Generation Charge \$/Unit</u>	
9,500 lumen Sodium Vapor	100	0.117	487	<u>8.602</u>	1.169	(I)

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>kWh/ Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>	<u>Market Price Generation Charge \$/Unit</u>	
2,500 lumen Mercury, Open Refractor	100	0.115	478	<u>6.771</u>	1.147	(I)
2,500 lumen Mercury, Encl. Refractor	100	0.115	478	<u>9.572</u>	1.147	(I)

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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 35 feet from the service point, but these units will not be available to new customers after March 1, 1991:

	Lamp Watts	kW/ Unit	Annual kWh	Distribution Energy & Equipment \$/Unit	Market Price Generation Charge \$/Unit	
7,000 lumen Mercury, Mounted on a 17-foot Fiberglass Pole	175	0.205	853	<u>12.216</u>	2.047	(I)
7,000 lumen Mercury, Mounted on a 30-foot Wood Pole	175	0.205	853	<u>10.999</u>	2.047	(I)

**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 120 feet, but these units will not be available to new customers after June 1, 1982:

	Lamp Watts	kW/ Unit	Annual kWh	Distribution Energy & Equipment \$/Unit	Market Price Generation Charge \$/Unit	
52,000 lumen Mercury (35-foot Wood Pole)	1,000	1.102	4,584	<u>9.389</u>	11.004	(I)

**4. Applicable Riders**

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 51, Rider AAC, Annually Adjusted Component Rider	
Sheet No. 52, Rider DSMR, Demand Side Management Cost Recovery Rider	
Sheet No. 53, Rider FPP, Fuel and Economy Purchased Power Rider	
Sheet No. 54, Rider IMF, Infrastructure Maintenance Fund Rider	
Sheet No. 56, Rider SRT, System Reliability Tracker	
Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider	
Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider	
<u>Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider</u>	(D)
Sheet No. 81, Rider EER, Energy-Efficiency Revolving Loan Program Rider	
Sheet No. 83, Rider OET, Ohio Excise Tax Rider	
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider	
<u>Sheet No. 85, Rider SC, Shopping Credit Rider</u>	(D)
Sheet No. 86, Rider USR, Universal Service Fund Rider	
<u>Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider</u>	(D)

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**MARKET PRICE GENERATION CHARGES - MARKET BASED STANDARD SERVICE OFFER**

Demand Related Component	\$0.010528 per kWh
Energy Related Component	\$0.018276 per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

Customers who return to the Company's energy supply after January 2, 2005, will be billed for generation service for each hour at the higher of the following:

1. The demand-related component of the Market Price Generation Charge, plus the energy-related component of the Market Price Generation Charge, plus Rider FPP, or
2. The demand-related component of the Market Price Generation Charge, plus the incremental dispatch cost of the highest cost generation unit/purchased power to serve Duke Energy Ohio load.

**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.

**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 lighting unit reaches end of life or becomes obsolete and parts cannot be reasonably obtained, the Company can remove the unit at no expense to the customer after notifying the customer. The customer shall be given the opportunity to arrange for another type lighting unit provided by 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 the Company's Service Regulations, currently in effect, as filed with the Public Utilities Commission of Ohio.

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## 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. As currently installed Mercury Vapor fixtures are retired and/or replaced, they may be replaced with either Metal Halide or Sodium Vapor fixtures as the customer chooses.

#### 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 48 hours 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	Market Price Generation Charge \$/Unit	
1. Base Rate						
Fixture Description						
Standard Fixture (Cobra Head)						
Mercury Vapor						
21,000 lumen	400	0.430	1,788	<u>0.280</u>	4.292	(I)
Sodium Vapor						
9,500 lumen	100	0.117	487	<u>1.099</u>	1.169	(I)
16,000 lumen	150	0.171	711	<u>1.099</u>	1.707	(I)
22,000 lumen	200	0.228	948	<u>1.100</u>	2.275	(I)
27,500 lumen	250	0.318	1,323	<u>0.421</u>	3.175	(I)
50,000 lumen	400	0.471	1,959	<u>0.641</u>	4.702	(I)

**NET MONTHLY BILL (Contd.)**

	<u>Lamp Watts</u>	<u>KW/ Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>	<u>Market Price Generation Charge \$/Unit</u>	
Decorative Fixtures						
Sodium Vapor						
16,000 lumen (Hadco)	150	0.171	711	<u>1.406</u>	1.707	(I)
22,000 lumen (Rectilinear)	200	0.246	1,023	<u>0.925</u>	2.455	(I)
50,000 lumen (Rectilinear)	400	0.471	1,959	<u>0.948</u>	4.702	(I)

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			(I)
30 foot	W30	<u>4.41</u>	(I)
35 foot	W35	<u>4.66</u>	(I)
40 foot	W40	<u>5.39</u>	

**Customer Owned and Maintained Units**

The rate for energy used for this type street lighting will be \$0.014030 per kilowatt-hour as 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	<u>\$0.004290</u> per kWh	(I)
Generation (Demand Related)	<u>\$0.004188</u> per kWh	
Generation (Energy Related)	<u>\$0.007271</u> per kWh	

**2. Applicable Riders**

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 51, Rider AAC, Annually Adjusted Component Rider	
Sheet No. 52, Rider DSMR, Demand Side Management Cost Recovery Rider	
Sheet No. 53, Rider FPP, Fuel and Economy Purchased Power Rider	
Sheet No. 54, Rider IMF, Infrastructure Maintenance Fund Rider	
Sheet No. 56, Rider SRT, System Reliability Tracker	
Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider	
Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider	
<u>Sheet No. 95, Rider RSS, Rate Stabilization Surcredit Rider</u>	(D)
Sheet No. 81, Rider EER, Energy-Efficiency Revolving Loan Program Rider	
Sheet No. 83, Rider OET, Ohio Excise Tax Rider	
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider	
<u>Sheet No. 85, Rider SC, Shopping Credit Rider</u>	(D)
Sheet No. 86, Rider USR, Universal Service Fund Rider	
<u>Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric</u>	(D)

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**MARKET PRICE GENERATION CHARGES – MARKET BASED STANDARD SERVICE OFFER**

Demand Related Component	\$0.010528 per kWh
Energy Related Component	\$0.018276 per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

Customers who return to the Company's energy supply after January 2, 2005, will be billed for generation service for each hour at the higher of the following:

1. The demand-related component of the Market Price Generation Charge, plus the energy-related component of the Market Price Generation Charge, plus Rider FPP, or
2. The demand-related component of the Market Price Generation Charge, plus the incremental dispatch cost of the highest cost generation unit/purchased power to serve Duke Energy Ohio load.

**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, 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.



#### **GENERAL TERMS (Contd.)**

- (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.
- (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.

## 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. As currently installed Mercury Vapor fixtures are retired and/or replaced, they may be replaced with either Metal Halide or Sodium Vapor fixtures as the customer chooses.

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 48 hours 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	Market Price Generation Charge \$/Unit	
1. Base Rate						
Fixture Description						
Decorative Fixtures						
Mercury Vapor						
7,000 lumen (Town & Country)	175	0.205	853	<u>3.302</u>	2.047	(I)
7,000 lumen (Holophane)	175	0.210	874	<u>3.256</u>	2.098	(I)
7,000 lumen (Gas Replica)	175	0.210	874	<u>3.256</u>	2.098	(I)
7,000 lumen (Aspen)	175	0.210	874	<u>3.256</u>	2.098	(I)

Issued pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

Issued: May 1, 2008

Effective: May 5, 2008

Issued by Sandra P. Meyer, President

**NET MONTHLY BILL (Contd.)**

	Lamp Watts	kW/ Unit	Annual kWh	Distribution Energy & Equipment \$/Unit	Market Price Generation Charge \$/Unit	
<b>Sodium Vapor</b>						
9,500 lumen (Town & Country)	100	0.117	487	<u>5,310</u>	1.169	(I)
9,500 lumen (Hollophane)	100	0.128	532	<u>5,212</u>	1.277	(I)
9,500 lumen (Rectilinear)	100	0.117	487	<u>5,310</u>	1.169	(I)
9,500 lumen (Gas Replica)	100	0.128	532	<u>5,212</u>	1.277	(I)
9,500 lumen (Aspen)	100	0.128	532	<u>5,212</u>	1.277	(I)
22,000 lumen (Rectilinear)	200	0.246	1,023	<u>5,556</u>	2.455	(I)
50,000 lumen (Rectilinear)	400	0.471	1,959	<u>6,999</u>	4.702	(I)
<b>Metal Halide</b>						
14,000 lumen (Town & Country)	175	0.205	853	<u>3,302</u>	2.047	(I)
14,000 lumen (Granville)	175	0.210	874	<u>3,256</u>	2.098	(I)
14,400 lumen (Rectangular Cutoff)	175	0.210	874	<u>9,236</u>	2.098	(I)
14,500 lumen (Gas Replica)	175	0.210	874	<u>3,256</u>	2.098	(I)
36,000 lumen (Low Profile)	400	0.455	1,893	<u>7,962</u>	4.544	(I)

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

2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 51, Rider AAC, Annually Adjusted Component Rider	
Sheet No. 52, Rider DSMR, Demand Side Management Cost Recovery Rider	
Sheet No. 53, Rider FPP, Fuel and Economy Purchased Power Rider	
Sheet No. 54, Rider IMF, Infrastructure Maintenance Fund Rider	
Sheet No. 56, Rider SRT, System Reliability Tracker	
Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider	
Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider	
<u>Sheet No. 69, Rider RSS, Rate Stabilization Surcredit Rider</u>	(D)
Sheet No. 81, Rider EER, Energy-Efficiency Revolving Loan Program Rider	
Sheet No. 83, Rider OET, Ohio Excise Tax Rider	
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider	
<u>Sheet No. 85, Rider SC, Shopping Credit Rider</u>	(D)
Sheet No. 86, Rider USR, Universal Service Fund Rider	
<u>Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric</u>	(D)

**MARKET PRICE GENERATION CHARGES – MARKET BASED STANDARD SERVICE OFFER**

Demand Related Component	\$0.010528 per kWh
Energy Related Component	\$0.018276 per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

Issued pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

Issued: May 1, 2008

Effective: May 5, 2008

Issued by Sandra P. Meyer, President

**MARKET PRICE GENERATION CHARGES – MARKET BASED STANDARD SERVICE OFFER Contd.)**

Customers who return to the Company's energy supply after January 2, 2005, will be billed for generation service for each hour at the higher of the following:

1. The demand-related component of the Market Price Generation Charge, plus the energy-related component of the Market Price Generation Charge, plus Rider FPP, or
2. The demand-related component of the Market Price Generation Charge, plus the incremental dispatch cost of the highest cost generation unit/purchased power to serve Duke Energy Ohio load.

**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, 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.

Issued pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

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Issued: May 1, 2008

Effective: May 5, 2008

Issued by Sandra P. Meyer, President

**GENERAL CONDITIONS (Contd.)**

- (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 street lighting unit reaches end of life or becomes obsolete and parts cannot be reasonably obtained, the Company can remove the unit at no expense to the customer after notifying the customer. The customer shall be given the opportunity to arrange for another type lighting unit provided by the Company.
- (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 pursuant to an Order dated April 30, 2008 in Case No. 03-93-EL-ATA before the Public Utilities Commission of Ohio.

Issued: May 1, 2008

Effective: May 5, 2008

Issued by Sandra P. Meyer, President

## RATE UOLS

### UNMETERED OUTDOOR LIGHTING ELECTRIC SERVICE

#### APPLICABILITY

Applicable for electric energy usage only for any street or outdoor 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 a written 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 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 written 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 4,160 hours annually.

#### NET MONTHLY BILL

Computed in accordance with the following charge:

1. Base Rate	
Distribution	\$0.004293 per kWh
Generation – Demand Related Component	\$0.004334 per kWh
Generation – Energy Related Component	\$0.007524 per kWh

(I)

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 67.11  
Cancels and Supersedes  
Sheet No. 67.10  
Page 2 of 3

## NET MONTHLY BILL (Contd.)

### 2. Applicable Riders

Sheet No. 51, Rider AAC, Annually Adjusted Component Rider  
Sheet No. 52, Rider DSMR, Demand Side Management Cost Recovery Rider  
Sheet No. 53, Rider FPP, Fuel and Economy Purchased Power Rider  
Sheet No. 54, Rider IMF, Infrastructure Maintenance Fund Rider  
Sheet No. 56, Rider SRT, System Reliability Tracker  
Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider  
Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider  
Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider  
Sheet No. 81, Rider EER, Energy Efficiency Revolving Loan Program Rider  
Sheet No. 83, Rider OET, Ohio Excise Tax Rider  
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider  
Sheet No. 85, Rider SC, Shopping Credit Rider  
Sheet No. 86, Rider USR, Universal Service Fund Rider  
Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric

(D)

(D)

(D)

## MARKET PRICE GENERATION CHARGES – MARKET BASED STANDARD SERVICE OFFER

Generation – Demand Related Component	\$0.004334 per kWh
Generation – Energy Related Component	\$0.007524 per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

Customers who return to the Company's energy supply after January 2, 2005, will be billed for generation service for each hour at the higher of the following:

1. The demand-related component of the Market Price Generation Charge, plus the energy-related component of the Market Price Generation Charge, plus Rider FPP, or
2. The demand-related component of the Market Price Generation Charge, plus the incremental dispatch cost of the highest cost generation unit/purchased power to serve Duke Energy Ohio load.

## 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.

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 67.11  
Cancels and Supersedes  
Sheet No. 67.10  
Page 3 of 3

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#### **OWNERSHIP OF SERVICE LINES (CONTD.)**

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.



**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 a written 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 written 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 ten years and automatically renewable annually thereafter. Termination by either party shall require 120 days advance written 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.

## 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 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 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.

## **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**

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 March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

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Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

## **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. In the case of line extensions requested by residential customers, the first 100 feet of such extension shall be provided at no additional cost to the customer. Any additional extension footage shall be subject to the terms of the Extension Plan detailed below.

#### **EXTENSION PLAN**

When it is necessary to extend the distribution system under this extension policy, Company will:

- 1) determine the modifications required to the Company's distribution and/or transmission facilities to provide Standard Service to the customer's load;
- 2) design, construct, operate and maintain all facilities necessary for such Standard Service;
- 3) keep an accurate record of the costs of construction and credit such costs with all money, labor, material, or other items of cost contributed by customers and meeting Company standards;
- 4) retain ownership of the line extension and all other facilities installed to serve the customer's load;
- 5) make appropriate adjustments annually as of June 1 in customer's guarantee on account of change in number or classification of customers supplied from the line extension.

Customer will:

- 1) provide an estimate of the customer's expected maximum load i.e. demand;
- 2) establish credit in a manner satisfactory to the Company;
- 3) contract for electric distribution service for an initial period of not less than 4 years at the appropriate rates applicable in the area and currently in effect from time to time;
- 4) guarantee a proportionate part of a Minimum Monthly Payment to the Company equal to 1% of the line extension cost for residential service and 2% for non-residential service, where such Minimum Monthly Payment is based only on the Company's unbundled distribution charges. In no case, however, should the Minimum Monthly Payment be less than the minimum called for by the rate applicable to the customer's service;

When term of service or credit have not been established in a manner satisfactory to the Company, the customer may be required to advance a proportionate part of the estimated cost of the line extension. When such advance is made Company will refund at the end of each year for four years 25% of the revenues received in any one year, up to 25% of the advance.

All costs expended by the Company to provide service to the customer where such costs are over and above the costs to provide Standard Service are to be treated as Excess Facilities.

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#### **APPORTIONMENT AND ADJUSTMENT OF GUARANTEES**

Monthly guarantees will be apportioned among those to be served from the extension in the ratio which the minimum monthly payment specified in the applicable tariff bears to the total of all such minimum in the contract for service from the given line extension. Nothing herein contained shall, however, preclude any customer from assuming more than his pro-rata share of such guarantee subject to acceptance thereof by the Company.

A customer added to an extension already established shall guarantee revenue to the Company to the same extent and in the same manner as is then currently guaranteed by other customers of the same class served from the line extension. The Minimum Monthly guarantee shall be reapportioned annually among all customers supplied from the line extension on the basis of their original guarantees, and customers who increase their requirements from time to time will have their minimum monthly guarantees increased only when additional facilities are necessary and then such increase shall be an amount equal to 1% of the cost of the additional facilities for residential service and 2% for non-residential service, but in no case shall the Minimum Monthly Payment guaranteed to the Company be less than the minimum called for by the tariff applicable to the customer's service.

#### **TERM OF CONTRACT**

The initial contract shall be for a period of four (4) years.

#### **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.

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**RIDER EEPF  
ELECTRICITY EMERGENCY PROCEDURES  
FOR  
LONG-TERM FUEL SHORTAGES**

**APPLICABILITY**

Applicable in the entire territory where tariff P.U.C.O. Electric No. 19 applies in the event of a long-term fuel shortage for electric generation, whereby Duke Energy Ohio and consumers of electric energy supplied by Duke Energy Ohio shall take actions set forth herein, except where the Public Utilities Commission of Ohio (PUCO) or other authority having jurisdiction in the matter orders otherwise.

**PROCEDURES**

Electricity emergency procedures may be necessary if there is a shortage in the electric energy supply to meet the requirements of consumers of electric energy in the service area of Duke Energy Ohio. The procedures set forth the actions to be taken by Duke Energy Ohio and consumers of electric energy in the event of a long-term fuel shortage for electric generation jeopardizing electric service to Duke Energy Ohio's customers. These procedures may be superseded by the Rules of the Public Utilities Commission of Ohio (PUCO) if the Governor of the State of Ohio declares an energy emergency and, by executive order, designates which rule or rules of Chapter 4901:5-19 of the Ohio Administrative Code are to be implemented and enforced. In such event, Duke Energy Ohio and its customers must comply with the PUCO rules (included as the Supplement), except where the provisions herein are more restrictive.

**I. DEFINITIONS**

For purposes of this procedure, Duke Energy Ohio has adopted the following definitions:

- A. "electricity priority uses" shall mean the amount of electrical energy necessary for protection of the public's health and safety, and for the prevention of unnecessary or avoidable damage to property, at:
1. Residences (homes, apartments, nursing homes, institutions, and facilities for permanent residents or transients);
  2. Hospitals;
  3. Medical and human life support systems and facilities;
  4. Electric power generating facilities and central heating plants serving the public;
  5. Telephone, radio, television, and newspaper facilities;
  6. Local and suburban transit systems and air terminal facilities;
  7. Police and fire fighting facilities;
  8. Water supply and pumping facilities;

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**DEFINITIONS (Contd.)**

9. Sanitary service facilities for collection, treatment, or disposal of community sewage;
  10. Federal facilities essential to national defense or energy supply;
  11. Production facilities for natural gas, artificial or synthetic gas, propane, and petroleum fuel; and for fuel refineries;
  12. Pipeline transmission and distribution facilities for natural gas, artificial or synthetic gas, propane, and petroleum fuels;
  13. *Coal mines and related facilities;*
  14. Production, processing, distribution, and storage facilities for dairy products, meat, fish, poultry, eggs, produce, crackers, bread, and livestock and poultry feed;
  15. Buildings and facilities limited to uses protecting the physical plant and structure, appurtenances, product inventories, raw materials, livestock, and other personal or real property; and,
  16. Such other similar uses as may be determined by the Public Utilities Commission of Ohio (hereinafter "PUCO").
- B. "non-priority uses" shall mean all uses of electricity other than priority uses.
- C. "consumer" shall mean that person or entity who consumes electric energy from Duke Energy Ohio.
- D. "normal burn days" shall mean the number of days of Duke Energy Ohio's coal supply available to serve the portion of the sum of Duke Energy Ohio's estimated normal load plus firm sales which will not be provided by firm purchases or by its non-coal generating sources. The methodology for the calculation of normal burn days is contained herein as Section VI.
- E. "normal usage" shall mean electric energy consumption by a consumer during the comparable period during the previous year adjusted for weather or other major changes in usage.

Duke Energy Ohio encourages consumers who have electric priority uses to implement the actions required herein to the extent reasonably possible. Consumers who have electric priority uses or have critical equipment or processes should consider the installation of emergency generation equipment if continuity of service is essential.

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## **II. LONG-TERM FUEL SHORTAGE**

A. Upon the commencement of a coal miner's strike, officially declared or otherwise, or other happening which could cause a long-term fuel shortage, Duke Energy Ohio shall.

1. notify the PUCO of the potential fuel supply shortage;
2. curtail non-essential use of energy on premises controlled by Duke Energy Ohio including parking and large area lighting and interior lighting except lighting required for security and safety, and other uses of energy both during and outside normal business hours;
3. request authorization from the proper authorities to curtail use of pollution control facilities; and
4. request authorization from the proper authorities to burn non-conforming coal in order to minimize the depletion of coal supplies.
5. apply to the PUCO for a waiver of the economic dispatch provisions of Chapter 4901:1-11, Ohio Administrative Code, to become effective when Duke Energy Ohio's normal burn days reach sixty (60) days, enabling Duke Energy Ohio to minimize depletion of coal supplies by purchasing additional power, utilizing alternate fuels and selective loading of generating units.

B. Voluntary Curtailment:

1. When Duke Energy Ohio's normal burn days reach forty (40) days, Duke Energy Ohio shall request voluntary conservation by all consumers of at least 25% of all non-priority use of electricity.
2. Duke Energy Ohio shall implement a public appeals campaign through the news media to its consumers making appropriate suggestions for achieving usage reductions. These reductions should include but not be limited to the following:
  - (a) Reduce outdoor lighting;
  - (b) Reduce general interior lighting levels to minimum levels to the extent this contributes to decreased electricity usage;
  - (c) Reduce show window and display lighting to minimum levels to protect property;
  - (d) Reduce the number of elevators operating in office buildings during non-peak hours;
  - (e) Reduce electric water heating temperature to minimum level;
  - (f) Minimize work schedules for building cleaning and maintenance, restocking, etc., in order to eliminate the necessity for office or commercial and industrial facilities to be open beyond normal working hours;

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**II. LONG-TERM FUEL SHORTAGE (Contd.)**

- (g) Minimize electricity use by maintaining a building temperature of no less than 78 degrees Fahrenheit by operation of cooling equipment and no more than 68 degrees Fahrenheit by operation of heating equipment;
  - (h) Encourage, to the extent possible, daytime scheduling of entertainment and recreational facilities.
- 3. Duke Energy Ohio, through the issuing of periodic bulletins to the news media, shall inform the general public of:
  - (a) The Duke Energy Ohio coal supply level, based on Section VI herein, at least weekly;
  - (b) The actions which will be required of consumers if it becomes necessary to initiate mandatory curtailment of electric energy and the procedures to be followed prior to and during the period electric usage is restricted; and
  - (c) The procedures to be followed by consumers wishing to substantiate a claim for "electric priority uses."

**C. Mandatory Curtailment - Stage One:**

- 1. When Duke Energy Ohio's normal burn days reach thirty (30) days, consumers shall curtail the use of electricity as follows:
  - (a) All previous measures shall be continued except as amended below;
  - (b) All non-priority outdoor lighting is prohibited;
  - (c) All public, commercial, and industrial buildings shall minimize electricity use by maintaining a building temperature of no less than 85 degrees Fahrenheit by cooling equipment and no more than 60 degrees Fahrenheit by the operation of heating equipment, except where health requirements or equipment protection deem such measures to be inappropriate.
  - (d) All public, commercial, and industrial buildings shall reduce interior lighting to the minimum levels essential for continued work and operations to the extent this contributes to decreased use of electric energy.

**D. Mandatory Curtailment - Stage Two:**

- 1. When Duke Energy Ohio's normal burn days reach twenty-five (25) days, consumers shall curtail the use of electricity as follows:
  - (a) All previous measures shall be continued except as amended below.

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**II. LONG-TERM FUEL SHORTAGE (Contd.)**

- (b) All consumers shall discontinue non-priority use of electricity on two days of each week. Consumers may, in the alternative, elect to reduce total electricity consumption by 25% below normal usage. Consumers choosing the second option must keep records sufficient to document the reduction. Duke Energy Ohio shall inform consumers of the days that non-priority use shall be discontinued. Consumers shall not increase non-priority uses above mandatory stage one level during other days of the week.

**E. Mandatory Curtailment - Stage Three:**

- 1. When Duke Energy Ohio's normal burn days reach twenty (20) days, consumers shall curtail the use of electricity as follows:
  - (a) All previous measures shall be continued except as amended below.
  - (b) All consumers shall discontinue non-priority use of electricity on three days of each week. Consumers may, in the alternative, elect to reduce total electricity consumption by 50% below normal usage. Consumers choosing the second option must keep records sufficient to document the reduction. Duke Energy Ohio shall inform consumers of the days that non-priority use shall be discontinued. Consumers shall not increase non-priority use above mandatory stage two levels during other days of the week.

**F. Mandatory Curtailment - Stage Four:**

- 1. When Duke Energy Ohio's normal burn days reach fifteen (15) days, all consumers shall discontinue all non-priority use of electricity on all days of each week.

**III. Duke Energy Ohio shall take such measures in connection with its facilities as are necessary and reasonable for the implementation of these procedures.**

Where the integrity of Duke Energy Ohio's electric system is in jeopardy, Duke Energy Ohio may take additional measures it deems appropriate, such as voltage reduction up to 5% and interruption of selected distribution circuits on a rotational basis.

**IV. The mandatory curtailment stages set forth in this tariff are also included in Chapter 4901:5-19 of the Ohio Administrative Code, which provides that the governor, by executive order, may require curtailment of electric use by Duke Energy Ohio's consumers based on "statewide normal burn days." Such an order may require Duke Energy Ohio's consumers to curtail electric energy usage prior to the time such curtailment would have been required under the preceding Section II, Requirements B thru F.**

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## **V. PENALTIES**

- A. Failure of a consumer to comply with Duke Energy Ohio's mandatory curtailment stages may subject that consumer's electric service to disconnection by Duke Energy Ohio. Where Duke Energy Ohio discovers that a consumer has exceeded its directed usage limitation by more than 15% in a 30 day period, Duke Energy Ohio shall notify the PUCO that on the third working day after said discovery, it shall disconnect electric service to such consumer until the fuel supply emergency is relieved.
- B. Penalties for failure to comply with rules of Chapter 4901:5-19 of the Ohio Administrative Code, when invoked by the governor, are:  
4901:5-19-05 Penalties

Whoever fails to comply with the requirements of this Chapter is guilty of

- (A) a minor misdemeanor on a first offense, and
- (B) a misdemeanor of the first degree
  - (1) upon subsequent offenses, or
  - (2) if the violation was purposely committed.

## **VI. METHODOLOGY FOR THE CALCULATION OF NORMAL BURN DAYS**

### **Assumptions**

#### **Energy Forecast**

Project normal consumption for predicted weather conditions.

For example, if the current weather was cooler or warmer than normal, the load forecast should have to be adjusted to reflect the impact of the temperature sensitive load.

Consumer conservation in response to curtailment measures is not counted in the calculation of normal burn days. Neither mandatory nor voluntary conservation is considered when preparing energy forecast. "Normal" consumption patterns are assumed to project total available coal supply.

#### **Power Exchange**

Purchased power is assumed to be unavailable or uncertain in the crisis period and is excluded for normal burn day calculations.

"Purchased power" means power being purchased from other systems on a day-to-day basis. Firm or contracted power/energy sales are included in normal burn day calculations. The seller who has contracted to provide a particular level of service treats this long-term commitment (one week or longer) as part of his load. The buyer who has contracted for service reduces the load he must serve by this amount. In short, all commitments are assumed to be met.

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## **VI. METHODOLOGY FOR THE CALCULATION OF NORMAL BURN DAYS (Contd.)**

Economy and emergency purchases are not considered in calculations.

### **Generation from Non-Coal Fuels**

Figure in only anticipated MWH on non-coal generation. Only the expected use of non-coal fired units should be considered. The schedule outage time of units should be considered as well as the operating unit constraints.

### **Unit Outages**

Count coal as it is anticipated that coal will be available to operate generating units.

If a single unit plant is expected to be out of service for the duration of the shortage, that coal cannot be considered as part of the utility's usable coal supply.

If one or more units of a multi-unit plant are out of service, that coal is considered to be part of the coal supply of the units which are in service.

The number that is being developed is coal available for burning; i.e., expected burn days for that plant. Coal which cannot be recovered should not be considered.

### **Jointly Owned Units**

Use Duke Energy Ohio's share of the coal pile at jointly owned plants and Duke Energy Ohio's share of the generation of the jointly owned units in preparing burn day estimates.

### **Efficiency of Coal Burn**

Assume current burn efficiency (Tons/MWH).

### **Formula for the Calculation of Utility Burn Days**

	Utility system forecast (MWH) <sup>1</sup>
plus	Firm sale commitments (MWH)
minus	Firm purchase commitments (MWH)
minus	Anticipated MWH production from non-coal sources

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## **VI. METHODOLOGY FOR THE CALCULATION OF NORMAL BURN DAYS**

equals Coal-fired requirement (MWH/monthly)\*

Coal-fired requirement X Average burn rate = Daily Requirement  
(MWH/Day) (tons/MWH) (tons/day)

Utility Coal pile available (tons) - Daily requirement (tons/day) = Utility Normal Burn Days

(1) Normal--weather adjusted for the month.

\* Monthly or weekly data is converted into daily data.

Stepwise Calculation of Normal Burn Days.

- Step 1 Forecast for successive future months the MWH to be provided from company coal-fired generation. This is equal to: (a) company load plus (+) (b) firm sales minus (-) (c) firm purchases minus (-) (d) MWH provided from company non-coal generation.
- Step 2 Convert the MWH to be provided from company coal-fired generation (Step 1) into tons of coal using an average burn rate.
- Step 3 Determine the tons of coal available at the start of the forecast period and at the end of successive months using the data from Step 2.
- Step 4 Determine from Step 3 the number of days it would take to exhaust the coal supply.  
Such number of days is the number of Normal Burn Days.
- Step 5 Divide the tons of coal available at the start of the period by the Normal Burn Days to obtain the daily requirement (tons/day).

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PUBLIC UTILITIES COMMISSION OF OHIO

ENERGY EMERGENCY RULES

SUPPLEMENT TO SHEET NO. 74

OF P.U.C.O. NO. 19

4901:5-19-01 Definitions

(A) "Electric utility" shall mean any person, firm, co-partnership, voluntary association, joint-stock association, company, corporation, municipality, governmental or political subdivision, wherever organized or incorporated, engaged in the business of supplying electricity for lighting, heat or power purposes to consumers within this state.

(B) "Electric priority uses" shall mean the amount of electrical energy necessary for protection of the public's health and safety, and for the prevention of unnecessary or avoidable damage to property, at:

- (1) Residences (homes, apartments, nursing homes, institutions, and facilities for permanent residents or transients);
- (2) Hospitals;
- (3) Medical and human life support systems and facilities;
- (4) Electric power generating facilities and central heating plants serving the public;
- (5) Telephone, radio, and newspaper facilities;
- (6) Local and suburban transit systems and air terminal facilities;
- (7) Police and fire fighting facilities;
- (8) Water supply and pumping facilities;
- (9) Sanitary service facilities for collection, treatment, or disposal of community sewage;
- (10) Federal facilities essential to national defense or energy supply;
- (11) Production facilities for natural gas, artificial or synthetic gas, propane, and petroleum fuel and for fuel refineries;
- (12) Pipeline transmission and distribution facilities for natural gas, artificial or synthetic gas, propane, and petroleum fuels;
- (13) Coal mines and related facilities;
- (14) Production, processing, distribution, and storage facilities for dairy products, meat, fish, poultry, eggs, produce, crackers, bread, and livestock and poultry feed;
- (15) Buildings and facilities limited to uses protecting the physical plant and structure, appurtenances, product inventories, raw materials, livestock, and other personal or real property; and

(16) Such other similar uses as may be determined by the Public Utilities Commission of Ohio (hereinafter "PUCO").

(C) "Non-priority uses" shall mean all uses of electricity other than priority uses.

(D) "Consumer" shall mean that person or entity who consumes electric energy from a specific utility.

(E) "Utility normal burn days" shall mean the number of days of coal supply that each electric utility has available to serve the portion of the sum of its estimated normal load plus firm sales which will not be provided by firm purchases or by its non-coal generating sources. The methodology for the calculation of utility normal burn days is contained in "Appendix A."

(F) "Statewide normal burn days" shall mean the number of days of coal supply that all electric utilities in the state have available to serve the portion of the sum of their estimated normal load plus firm sales which will not be provided by firm purchases or by their non-coal generating sources. The methodology for the calculation of "statewide normal burn days" is contained in "Appendix A."

(G) "Utility advisory group" shall mean the utility representatives as provided for under paragraph (E) of rule 4901:5-19-02 of the Administrative Code.

(H) "Normal usage" shall mean electric energy consumption during the comparable period during the previous year adjusted for weather or other major changes in usage.

#### Appendix A

##### Methodology for the Calculation of Utility Normal Burn Days

###### Assumptions

###### Energy Forecast

Project normal consumption for predicted weather conditions.

For example, if the current weather was cooler or warmer than normal, the load forecast should have to be adjusted to reflect the impact of the temperature sensitive load.

Consumer conservation in response to curtailment measures is not counted in the calculation of utility normal burn days.

Neither mandatory nor voluntary conservation is considered when preparing energy forecast.

"Normal" consumption patterns are assumed to project total available coal supply.

###### Power Exchange

Purchase power is assumed to be unavailable or uncertain in the crisis period and is excluded for utility normal burn day calculations.

"Purchase power" means power being purchased from other systems on a day-to-day basis.

Firm or contracted power/energy sales are included in utility normal burn day calculations. The seller who has contracted to provide a particular level of service treats this long-term commitment (one week or longer) as part of his load. The buyer who has contracted for service reduces the load he must serve by this amount. In short, all commitments are assumed to be met.

Economy and emergency purchase are not considered in calculations.

#### Generation from Non-Coal Fuels

Figure in only anticipated MWH on non-coal generation.

Only the expected use of non-coal fired units should be considered. The scheduled outage time of units should be considered as well as the operating unit constraints.

#### Unit Outages

Count coal as it is anticipated that coal will be available to operate generating units.

If a single unit plant is expected to be out of service for the duration of the shortage, that coal cannot be considered as part of the utility's usable coal supply.

If one of more units of a multi-unit plant are out of service, that coal is considered to be part of the coal supply of the units which are in service.

The number that is being developed is coal available for burning; i.e., expected burn days for that plant. Coal which cannot be recovered should not be considered.

#### Jointly Owned Units

Use your utility's share of the coal pile at a jointly owned plant and your utility's share of the generation of the jointly owned units in preparing burn day estimates.

#### Efficiency of Coal Burn

Assume current burn efficiency (Tons/MWH).

#### Formula for the Calculation of Utility Normal Burn Days

$$\begin{array}{rcl}
 & \text{Utility system forecast (MWH)}^1 & \\
 \text{plus} & \text{Firm sale commitments (MWH)} & \\
 \text{minus} & \text{Firm purchase commitments (MWH)} & \\
 \text{minus} & \text{Anticipated MWH production from non-coal sources} & \\
 \hline
 \text{equals} & \text{Coal-fired requirement (MWH/month)}^* & 
 \end{array}$$

$$\begin{array}{rcl}
 & \text{Daily} & \\
 \text{Coal-fired requirement} \times \text{Average burn rate} & = & \text{requirement} \\
 \text{(MWH/Day)} & \text{(tons/MWH)} & \text{(tons/day)}
 \end{array}$$

$$\begin{array}{l}
 \text{Utility coal pile available (tons)} \\
 \text{Daily requirement (tons/day)}
 \end{array}
 = \text{Utility Normal Burn Days}$$

(1) Normal--weather adjusted for the month.

#### Formula for the calculation of Statewide Normal Burn Days

for N utilities

$$\begin{array}{rcl}
 \text{Coal Available} & + & \text{Coal Avail.} + \dots + \text{Coal Available} \\
 \text{Util. \#1 (tons)} & \text{Util. \#2} & \text{Utility N} \\
 \hline
 \text{Daily Requirement} + \text{Daily Req.} & + & \dots + \text{Daily Req.} \\
 \text{Util. \#1 (tons/day)} & \text{Util. \#2} & \text{Utility N}
 \end{array}
 = \text{Statewide Normal Burn Days}$$

Note: in the calculation of statewide normal burn days, the "coal pile available" and the "daily requirement" for utilities operating across state lines shall be prorated by the Ohio portion of the utilities total energy consumption.

\* Monthly or weekly data is converted into daily data.



Stepwise Calculation of Utility Normal Burn Days and Statewide Normal Burn Days.

- Step 1. Forecast for successive future months the MWH to be provided from company coal-fired generation. This is equal to: (a) company load plus (+) (b) firm sales minus (-) (c) firm purchases minus (-) (d) MWH provided from company non-coal generation.
- Step 2. Convert the MWH to be provided from company coal-fired generation (Step 1) into tons of coal using an average burn rate.
- Step 3. Determine the tons of coal available at the start of the forecast period and at the end of successive months using the data from Step 2.
- Step 4. Determine from Step 3 the number of days it would take to exhaust the coal supply. Such number of days is the number of Utility Normal Burn Days.
- Step 5. Divide the tons of coal available at the start of the period by the Utility Normal Burn Days to obtain the daily requirement (tons/day).
- Step 6. Determine the Statewide Normal Burn Days by determining the number of days it would take to exhaust coal available to all utilities in the state based on their daily requirements.

4901:5-19-02 General provisions

(A) The requirements of Chapter 4901:5-19 of the Administrative Code are intended to provide the governor with the means of managing on a statewide basis a continuing fuel shortage. These requirements are keyed to remaining days' supply of coal for electrical generation. It is expected that electric utilities will take all prudent measures prior to reaching mandatory action levels under Chapter 4901:5-19 of the Administrative Code. Once the mandatory stages of action are invoked under Chapter 4901:5-19 of the Administrative Code electric utilities are required to initiate and to continue implementation of requisite actions until directed to otherwise.

(B) The institutional and regulatory relationship between jurisdictional utilities and the PUCO remains intact.

(C) Measures required by the governor under these rules pursuant to rule 4901:5-19-03 of the Administrative Code, shall prevail over any existing measures of the PUCO inconsistent with said rules.

(D) The actions required of electric utilities in Chapter 4901:5-19 of the Administrative Code shall be implemented by the utilities. All actions required in Chapter 4901:5-19 of the Administrative Code are intended to be implemented by each electric utility to the extent reasonably possible. Actions ordered of consumers stay in effect until terminated or changed.

(E) When the Chairman of the Commission determines an interruption of fuel supplies has occurred or may occur within thirty days which could significantly affect fuel supplies for electric utilities, he shall establish an advisory group of representatives from those electric utilities serving Ohio and having a generating capacity of five hundred megawatts or more to alert and advise the Commission as to the nature of electric supply problems and to make recommendations regarding implementation of these rules. The advisory group may also call upon other people or organizations to participate in such group as it sees fit.

(F) When an advisory group is established, as specified in paragraph (E) of this rule, each electric utility shall determine the recoverable quantity and quality of the coal in storage and verify the accuracy of any coal scale or other measurement device in use or anticipated to be used during the emergency.

(G) When any electric utility having a generating capacity of five hundred megawatts or more advises the Commission of its intention to implement its long-term fuel emergency plan, all electric utilities

having a generating capacity of fifty megawatts or more shall, upon notification by the Commission, file a weekly report of electric supply adequacy in the form prescribed by the Commission. Upon request of the Chairman, the report of electric supply adequacy shall be filed daily.

(H) If fuel supply for electrical generation continues to decrease and it is determined fuel supplies are inadequate for the foreseeable future to continue to provide for the full requirements of consumers' uses, the governor shall require that the appropriate action be taken as required under rule 4901:5-19-04 of the Administrative Code.

(I) After the governor declares an energy emergency, an electric utility may propose for that utility alternative measures to the emergency measures contained in Chapter 4901:5-19 of the Administrative Code. A proposal for any alternative measure shall be in writing and shall be filed with the Chairman of the Commission within twenty-four hours after the emergency is declared by the governor. Such proposal may be implemented only if the Chairman approves the proposal within forty-eight hours after the emergency is declared. The Chairman may approve the proposal only upon demonstration by the requesting utility that the proposed measure is more appropriate for that utility for responding to the declared emergency than are the measures prescribed in Chapter 4901:5-19 of the Administrative Code.

(J) When it is determined such action is appropriate, the governor may request the secretary of the United States department of energy to invoke Section 202 (C) of the Federal Power Act, 16 U.S.C. 824A (1935).

(K) When any electric utility in the state reaches twenty utility normal burn days, or when it is determined that such action is appropriate, the governor may order other electric utilities with greater fuel supplies to increase sales of electric energy to that utility.

(L) The Chairman shall notify the governor when, based on the information available to him, he believes that the current and foreseeable shortage of electricity no longer constitutes a threat of life, property, public health, safety, or welfare.

#### 4901:5-19-03 Enforcement on governor's instruction

(A) No rule shall be implemented and no person shall be penalized under any rule in Chapter 4901:5-19 of the Administrative Code until the governor by executive order, during a declared energy emergency, specifically designates by rule number and title which rule or rules are to be implemented and enforced and fixes the date and time after which the named rule or rules shall be implemented or enforced.

(B) Alternatively, the governor may request, under Section 4935.3 of the Revised Code, that the Commission issue and enforce orders effecting the implementation of these rules.

#### 4901:5-19-04 Action taken upon declaration of "emergency"

##### (A) Voluntary curtailment:

- (1) When the statewide normal burn days reach forty days or when it is determined by the governor that such action is appropriate, each electric utility which has not imposed mandatory curtailments under its Commission plan shall increase its efforts to effect voluntary conservation by all consumers of at least twenty-five percent of all non-priority use of electricity.
- (2) Each electric utility shall implement a public appeals campaign through news media to its consumers making appropriate suggestions for achieving usage reductions. These reductions should include but not be limited to the following:
  - (a) Reduce outdoor lighting;

- (b) Reduce general interior lighting levels to minimum levels to the extent this contributes to decreased electricity usage;
  - (c) Reduce show window and display lighting to minimum levels to protect property;
  - (d) Reduce the number of elevators operating in office buildings during non-peak hours;
  - (e) Reduce electric water heating temperature to minimum level;
  - (f) Minimize work schedules for building cleaning and maintenance, restocking, etc., in order to eliminate the necessity for office or commercial and industrial facilities to be open beyond normal working hours;
  - (g) Minimize electricity use by maintaining a building temperature of no less than seventy-eight degrees Fahrenheit by operation of cooling equipment and no more than sixty-eight degrees Fahrenheit by operation of heating equipment;
  - (h) Encourage, to the extent possible, daytime scheduling of entertainment and recreational facilities.
- (3) Each electric utility through the issuing of periodic bulletins shall inform the general public of:
- (a) The coal supply level, based on "Appendix A," at least weekly;
  - (b) The actions which will be required of consumers if it becomes necessary to initiate mandatory curtailment of electric energy and the procedures to be followed prior to and during the period electric usage is restricted; and
  - (c) The procedures to be followed by consumers wishing to substantiate a claim for "electric priority uses" as defined in rule 4901:5-19-01 of the Administrative Code.
- (4) Each electric utility as part of its report of electric supply adequacy shall provide to the Commission its anticipated and actual load in kilowatt-hours consumed and estimated coal tonnage savings resulting from load reduction or other measures.
- (5) The Commission shall calculate the statewide normal burn days and make it available to the governor, the utilities, and the public.
- (6) The Commission may encourage all utilities to purchase and to share energy among themselves to aid in alleviating existing energy shortages and to prevent even more severe future energy shortages.
- (7) All utilities shall reduce internal consumption of electric energy to the maximum degree possible, consistent with safe, efficient operation. The use of electricity on premises, including parking and large area lighting and interior lighting, shall be curtailed except lighting essential for security or safety.
- (8) Upon the order of the Commission or the governor, each electric utility operating generating capacity shall load plants to optimize fuel usage.
- (9) When it is determined such action is appropriate, the governor, in consultation with the director of the Ohio environmental protection agency, may:
- (a) Request authorization from the proper authorities to curtail use of pollution control facilities;
  - (b) Request authorization from the proper authorities to burn non-conforming coal in order to

maximize use of the remaining stockpiles; and/or

- (c) Request industry to utilize industrial owned generation equipment to supplement utility generation to the maximum extent possible.

(B) Mandatory curtailment -- stage one:

- (1) When the statewide normal burn days reach thirty days or when it is determined by the governor that such action is appropriate, consumer use of electricity shall be curtailed as follows:

- (a) All previous measures shall be continued except as amended infra;
- (b) All non-priority outdoor lighting is prohibited;
- (c) All public, commercial, and industrial buildings shall minimize electricity use by maintaining a building temperature of no less than eight-five degrees Fahrenheit by cooling equipment and no more than sixty degrees (sic) Fahrenheit by the operation of heating equipment, except where health requirements or equipment protection deem such measures to be inappropriate;
- (d) All public, commercial, and industrial buildings shall reduce interior lighting to the minimum levels essential for continued work and operations to the extent this contributes to decreased use of electric energy.

- (2) Each electric utility operating generating capacity shall, wherever possible, switch that capacity to an alternate fuel other than coal, provided that:

- (a) The utility has informed the Commission; and
- (b) The Commission has confirmed to the utility that the specific alternate fuels are not themselves in short supply.

- (3) Each electric utility shall report to the Commission as part of its report of electric supply adequacy its daily coal burn, energy purchases by source, coal deliveries, and its utility normal burn days.

- (4) Each electric utility shall report to the Commission as part of its report of electric supply adequacy its anticipated and actual load in kilowatt-hours consumed and estimated coal tonnage savings resulting from load reduction or other measures.

- (5) The Commission may:

- (a) Monitor and verify each Ohio electric utility's coal stock pile as reported under paragraph (F) of rule 4901:5-19-02 of the Administrative Code, burn day level and energy purchases on a daily basis;
- (b) Assure that each electric utility uses non-coal fuels for generation and purchases energy through the grid to the extent possible, consistent with system stability and reliability and the availability of non-coal fuels.

(C) Mandatory curtailment -- stage two:

All previous measures shall be continued except as amended infra. When the statewide normal burn days reach twenty-five days or when it is determined by the governor that such action is appropriate, all consumers shall discontinue non-priority use of electricity on two days of each week. Consumers may, in the alternative, elect to reduce total electricity consumption by twenty-five percent below normal usage. Consumers choosing the second option must keep records

sufficient to document the reduction. Each electric utility shall inform consumers of the days that non-priority use shall be discontinued. Consumers shall not increase non-priority uses above mandatory stage one level during other days of the week.

(D) Mandatory curtailment -- stage three:

All previous measures shall be continued except as amended infra. When the statewide normal burn days reach twenty days or when it is determined by the governor that such action is appropriate, consumers shall discontinue non-priority use of electricity on three days of each week. Consumers may, in the alternative, elect to reduce total electricity consumption by fifty percent below normal usage. Consumers choosing the second option must keep records sufficient to document the reduction. Each electric utility shall inform consumers of the days that non-priority use shall be discontinued. Consumers shall not increase non-priority uses above mandatory stage two levels during other days of the week.

(E) Mandatory curtailment -- stage four:

When the statewide normal burn days reach fifteen days or when it is determined by the governor such actions are appropriate; all consumers shall discontinue all non-priority use of electricity on all days of each week.

4901:5-19-05 Penalties

Whoever fails to comply with the requirements of this chapter is guilty of:

(A) A minor misdemeanor on a first offense, and

(B) A misdemeanor of the first degree

(1) Upon subsequent offenses, or

(2) If the violation was purposely committed.

## **RIDER EEPD**

### **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 Midwest Independent Transmission System Operator, Inc. (Midwest ISO), 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, the Midwest ISO, 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;

##### **II. Essential Customers (Contd.)**

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

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- (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.

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

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### **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.

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

#### 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:

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Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

#### **IV. Curtailment Procedures**

- (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), the Midwest ISO, 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.

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

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Issued by Sandra P. Meyer, President

## **RIDER LM**

### **LOAD MANAGEMENT RIDER**

#### **APPLICABILITY**

The Off Peak Provision of this Load Management Rider is applicable to customers receiving service under the provisions of the respective distribution or transmission service rate schedules and who receive energy supply from the Company. Customers who purchase their energy supply from a Certified Supplier and have continued to receive service under this schedule since prior to October 1999, may continue to receive service under this schedule.

#### **OFF PEAK PROVISION**

The "off peak period" for the summer season 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 "off peak period" for the winter season is defined as the period 2:00 p.m. to 5:00 p.m. and from 9:00 p.m. of one day to 9:00 a.m. of the following day; Friday from 9:00 p.m. to 9:00 a.m. of the following Monday; and from 9:00 p.m. of the day preceding a legal holiday to 9:00 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.

- I. For customers with demand meters having a programmable time-of-use (TOU) register and an average monthly demand not exceeding five hundred (500) kilowatts ("TOU customers"), where electric service is furnished under the provisions of the Company's existing distribution service rate schedules:
  - A. For purposes of administration of this rider for TOU customers, the summer season, as stated above, is the period beginning June 1 and ending September 30. The winter season consists of all other days which have not been recognized in the summer season.
  - B. Due to the limited availability of TOU metering equipment and Company personnel, a demand meter with programmable TOU register will be installed as such metering equipment and Company personnel are available.
  - C. The customer will be required to pay the current installed cost of the TOU metering equipment in excess of the current installed cost of the standard demand register equipment, normally installed by the Company, which is required under the provisions of the applicable service tariff schedule. All metering equipment shall remain the property of the Company which shall be responsible for its installation, operation, maintenance, testing, replacement, or removal.

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**OFF PEAK PROVISION (Contd.)**

- D. 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.
- II. For customers with a solid state recording (SSR) device for billing ("SSR customers"), and where electric service is furnished under the provisions of either the applicable distribution service tariff schedule or transmission service tariff schedule:
  - A. For purposes of administration of this rider for all SSR customers, the summer billing period begins with consumption after the customer's May meter reading and ends with the consumption billed as a result of the September meter reading. The following is an example of how the summer period by billing cycle is defined: For customers in the first billing cycle (Cycle 1), the summer billing season would cover the approximate period of May 1 through September 1. For customers in the last billing cycle (Cycle 21), the summer period would cover the approximate period of May 31 through September 30. The meter reading dates by billing cycle may vary based on the Company's meter reading schedule. The winter season consists of all other days which have not been recognized in the summer season.
  - B. The "off peak period" billing demand will be taken at fifty (50) percent of the highest fifteen minute demand established during the "off peak period," as defined above.
  - C. When a customer elects this Off Peak Provision, the monthly customer charge of the applicable service tariff schedule will be increased by an additional monthly charge of one hundred fifty dollars (\$150.00).

The Demand provision of the applicable service tariff schedule shall be modified to the extent that the billing demand shall be based upon the "on peak period," as defined above. However, in no case shall the billing demand be less than the "off peak period" billing demand or the billing demand as determined in accordance with the DEMAND provision of the applicable service tariff schedule, as modified.

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

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**RIDER BR**

(D)

**BROWNFIELD REDEVELOPMENT RIDER**

**APPLICABILITY**

Applicable to customers locating in a qualified "brownfield" redevelopment area so designated by the Ohio Environmental Protection Agency and served by existing primary service lines. Additionally, customers are required to take service under the provisions of one of the Company's non-residential tariff schedules and receive energy supply from the Company.

**TYPE OF SERVICE**

The service provided shall be 60Hz alternating current provided at the Company's standard distribution or transmission voltage.

**NET MONTHLY BILLING**

The customer shall comply with all terms of the standard tariff rate under which the customer takes service except as contravened by the following.

For the first 12 month period, the demand charge shall be reduced by 50 percent;  
For the second 12 month period, the demand charge shall be reduced by 40 percent;  
For the third 12 month period, the demand charge shall be reduced by 30 percent;  
For the fourth 12 month period, the demand charge shall be reduced by 20 percent;  
For the fifth 12 month period, the demand charge shall be reduced by 10 percent.

**TERM OF CONTRACT**

The term of contract under this Rider shall be ten years.

**TERMS AND CONDITIONS**

The customer shall enter into a Service Agreement with the Company which shall specify, among other things, the voltage at which the customer will be served.

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.

**SERVICE REGULATIONS**

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

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## **RIDER TES**

### **THERMAL ENERGY STORAGE RIDER**

#### **APPLICABILITY**

Applicable to customers who receive energy supply from the Company and who have installed a thermal storage cooling system and enter into a Service Agreement with the Company which will specify, among other terms and conditions, the kilowatt load to be shifted to the off peak period.

#### **NET MONTHLY BILL**

The Net Monthly Bill shall be computed in accordance with the provisions of the respective distribution service tariff, transmission service tariff, or as provided for by Rider LM, Load Management Rider.

#### **BILLING DEMAND**

The Company will utilize the actual demand established during the on peak period for monthly billing purposes. In the event the customer's equipment malfunctions during the off peak period and impacts the billing demand, an adjustment to the billing demand may be made, at the Company's discretion.

#### **TERMS AND CONDITIONS**

The off peak period for the summer season 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 as legal holiday 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 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. The summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September.

A thermal storage cooling system is defined as a system utilizing heating, ventilating, and air conditioning (HVAC) equipment to accumulate energy in a body or system in the form of sensible heat (temperature rise) or latent heat (a change of phase). The stored energy is subsequently used to provide process cooling or space conditioning during the Company's on peak hours instead of operating traditional HVAC equipment.

Customer shall provide Company with access to customer's thermal storage cooling system for purposes of verifying that the system is well maintained and reliable.

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 and on file with the Public Utilities Commission of Ohio.

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**RIDER GP**

**GOGREEN RIDER**

**APPLICABILITY**

Applicable to all customers who wish to purchase GoGreen units from the Company-sponsored GoGreen program and who enter a service agreement with the company. This rider will be available until December 31, 2008.

**DEFINITION OF GOGREEN**

GoGreen supports alternative energy sources brought into service on or after 1997, such as:

Wind, Solar Photovoltaic, Biomass Co-firing of Agricultural Crops, Hydro – as certified by the Low Impact Hydro Institute, Incremental Improvements in Large Scale Hydro, Coal Mine Methane, Landfill Gas, Biogas Digesters, Biomass Co-firing of All Woody Waste including mill residue, but excluding painted or treated lumber.

The GoGreen Program includes the purchase of Renewable Energy Certificates and/or Carbon Credits from the sources described above.

**GOGREEN COMPETITIVE RETAIL ELECTRIC SERVICE MARKET PRICE**

1. Rate RS, Rate ORH, and Rate TD:

For all GoGreen units .....\$2.50 per unit per month

Minimum purchase is two (2) 100 kWh units. Additional purchases to be made in 100 kWh unit increments.

2. All other rates:

Individually calculated GoGreen Rate per service agreement which may also include carbon credits.

**NET MONTHLY BILL**

Customers who participate under this Rider will be billed for electric service under all standard applicable tariffs including all applicable riders.

The purchase of GoGreen units, under this rider, will be billed at the applicable GoGreen Rate times the number of GoGreen units the customer has agreed to purchase per month. The customer's monthly bill will consist of the sum of all kWh billed at the applicable rate tariffs, including all applicable riders, and the agreed to GoGreen units billed at the applicable Green Power Rate.

Filed pursuant to an Order dated May 9, 2007 in Case No. 06-1398-EL-UNC before the Public Utilities Commission of Ohio.

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Issued: July 13, 2007

Issued by Sandra P. Meyer, President

Effective: July 13, 2007



#### **TERMS AND CONDITIONS**

1. The customer shall enter into a service agreement with Company that shall specify the amount in GoGreen units and price of GoGreen units to be purchased monthly. Customer shall give Company thirty (30) days notice prior to cancellation of participation in this rider.
2. Funds from the GoGreen Rate will be used to purchase Renewable Energy Certificates and/or carbon credits from renewable and environmentally friendly sources as described in the DEFINITION OF GOGREEN section and for customer education, marketing, and costs of the GoGreen Program.
3. Renewable Energy Certificate ("REC") shall mean tradable units that represent the commodity formed by unbundling the environmental attributes of a unit of renewable or environmentally friendly energy from the underlying electricity. One REC would be equivalent to the environmental attributes of one MWH of electricity from a renewable or environmentally friendly generation source.
4. Company may transfer RECs or Carbon Credits at the prevailing wholesale market prices to and from third parties, including affiliated Companies.
5. Company reserves the right to terminate the Rider or revise the pricing or minimum purchase amount of the Rider after giving 60 days notice.
6. Carbon Credit shall mean tradable units that represent the reduction of the release of a greenhouse gas in the equivalent of one ton CO<sub>2</sub>.

Company may obtain carbon credits from purchased power, company owned generation, or purchased with funds collected from this rider.

#### **SERVICE REGULATIONS**

The 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 May 9, 2007 in Case No. 06-1398-EL-UNC before the Public Utilities Commission of Ohio.

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Issued: July 13, 2007

Issued by Sandra P. Meyer, President

Effective: July 13, 2007

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 80.2  
Cancels and Supersedes  
Sheet No. 80.1  
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**RIDER RGR**

(D)

**RESIDENTIAL GENERATION RIDER**

**APPLICABILITY**

As provided by Ohio Amended Substitute Senate Bill No. 3, this Rider is applicable to all jurisdictional residential retail customers in the Company's electric service area that are served under the Company's Rate RS, Rate ORH, or Rate TD and receive energy supply from the Company.

**CHARGE**

All kWh are subject to the Residential Generation Rider. Beginning January 1, 2001, total Generation Charges will be reduced by five (5) percent.

This rider will terminate on December 31, 2005.

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

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Issued: March 31, 2006

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Issued by Sandra P. Meyer, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 81.2  
Cancels and Supersedes  
Sheet No. 81.1  
Page 1 of 1

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## **RIDER EER**

### **ENERGY EFFICIENCY REVOLVING LOAN PROGRAM RIDER**

#### **APPLICABILITY**

The Energy Efficiency Revolving Loan Program was established by the Ohio Amended Substitute Senate Bill No. 3. This Rider is applicable to all jurisdictional retail customers, including interdepartmental sales, in the Company's electric service area. This rider shall remain in effect no later than December 31, 2010.

#### **CHARGE**

The amount to be charged beginning February 1, 2006 shall be \$0.09 per customer per month.

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

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Duke Energy Ohio  
139 East Fourth Street  
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P.U.C.O. Electric No. 19  
Sheet No. 83.3  
Canceling and Superseding  
Sheet No. 83.2  
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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

The Ohio Gross Receipts Tax of 4.86% will be applied from January 4, 2001 through April 30, 2001.

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

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Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

## RIDER RTC

### REGULATORY TRANSITION CHARGE RIDER

#### APPLICABILITY

Applicable to all jurisdictional retail customers in the Company's electric service area.

#### CHARGE

The Regulatory Transition Charges detailed below are applicable after January 2, 2005 for non-residential customers and January 1, 2006 for residential customers, except that they will not apply to those customers taking their energy from a Certified Supplier at the end of the Market Development Period until either the customer resumes energy procurement from Duke Energy Ohio or December 31, 2005, whichever is earlier. All applicable kWh are subject to the Regulatory Transition Charge. See Section VI, Item 7 of the Electric Service Regulations for the definition of the term "Market Development Period."

For all customers, these rates are effective through December 31, 2010 for non-residential customers, and December 31, 2008 for residential customers.

<u>Tariff Sheet</u>	<u>RTC Charge</u> Per kWh
Rate RS, Residential Service	
Summer, First 1000 kWh	\$0.006484
Summer, Additional kWh	\$0.007556
Winter, First 1000 kWh	\$0.006484
Winter, Additional kWh	\$0.003877
Rate ORH, Optional Residential Service With Electric Space Heating	
Summer, First 1000 kWh	\$0.007760
Summer, Additional kWh	\$0.009044
Winter, First 1000 kWh	\$0.007760
Winter, Additional kWh	\$0.004640
Winter, kWh greater than 150 times demand	\$0.003386
Rate CUR, Common Use Residential Service	
Summer, First 1000 kWh	\$0.006484
Summer, Additional kWh	\$0.007556
Winter, First 1000 kWh	\$0.006484
Winter, Additional kWh	\$0.003877
Rate TD, Optional Time-of-Day Rate	
Summer, On-Peak kWh	\$0.016491
Summer, Off-Peak kWh	\$0.003578
Winter, On-Peak kWh	\$0.013261
Winter, Off-Peak kWh	\$0.003578
Rate DS, Service at Secondary Distribution Voltage	
Billing Demand Times 300	\$0.008992
Additional kWh	\$0.000100
Rate GS-FL, Optional Unmetered For Small Fixed Loads	
kWh Greater Than or Equal to 540 Hours	\$0.006719
kWh Less Than 540 Hours	\$0.006719

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

**CHARGES (Contd.)**

<u>Tariff Sheet</u>	<u>RTC Charge</u> Per kWh
Rate EH, Optional Rate For Electric Space Heating All kWh	\$0.006719
Rate DM, Secondary Distribution Service, Small Summer, First 2800 kWh	\$0.012166
Summer, Next 3200 kWh	\$0.003221
Summer, Additional kWh	\$0.002484
Winter, First 2800 kWh	\$0.009822
Winter, Next 3200 kWh	\$0.003203
Winter, Additional kWh	\$0.002442
Rate DP, Service at Primary Distribution Voltage Billing Demand Times 300	\$0.006850
Additional kWh	\$0.000100
Rate TS, Service at Transmission Voltage Billing Demand Times 300	\$0.005590
Additional kWh	\$0.000100
Rate SL, Street Lighting Service All kWh	\$0.002290
Rate TL, Traffic Lighting Service All kWh	\$0.002290
Rate OL, Outdoor Lighting Service All kWh	\$0.002290
Rate NSU, Street Lighting Service for Non-Standard Units All kWh	\$0.002290
Rate NSP, Private Outdoor Lighting for Non-Standard Units All kWh	\$0.002290
Rate SC, Street Lighting Service - Customer Owned All kWh	\$0.002290
Rate SE, Street Lighting Service - Overhead Equivalent All kWh	\$0.002290
Rate UOLS, Unmetered Outdoor Lighting Electric Service All kWh	\$0.002290

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

**RIDER SC**

(D)

**SHOPPING CREDIT RIDER**

**APPLICABILITY**

This Rider is applicable to certain jurisdictional retail customers in the Company's electric service area that choose to purchase generation services from a Certified Supplier.

**CHARGE**

The Shopping Credits detailed below are not applicable after the end of the Market Development Period, except that they will continue to apply to those customers taking their energy from a Certified Supplier at the end of the Market Development Period until either the customer resumes energy procurement from Duke Energy Ohio or December 31, 2005, whichever is earlier. All applicable kWh are subject to the Shopping Credit Rider. See Section VI, Item 7 of the Electric Service Regulations for the definition of the term "Market Development Period."

<u>Tariff Sheet</u>	<u>Per kWh</u>	
	<u>First 20% of Switchers per Class</u>	<u>Next 80% of Switchers per Class</u>
Rate RS, Residential Service	\$0.050000	\$0.039407
Rate ORH, Optional Residential Service with Electric Space Heating	\$0.050000	\$0.039407
Rate TD, Optional Time-of-Day Rate	\$0.050000	\$0.039407
Rate CUR, Common Use Residential Service	\$0.050000	\$0.039407
Rate DS, Service at Secondary Distribution Voltage	\$0.048145	\$0.042460
Rate GS-FL, Optional Unmetered For Small Fixed Loads	\$0.048145	\$0.042460
Rate EH, Optional Rate for Electric Space Heating	\$0.048145	\$0.042460
Rate DM, Secondary Distribution Service, Small	\$0.053601	\$0.045438
Rate DP, Service at Primary Distribution Voltage	\$0.038877	\$0.035145
Rate TS, Service At Transmission Voltage	\$0.032700	\$0.030322
Rate SL, Street Lighting Service	\$0.030057	\$0.028272
Rate TL, Traffic Lighting Service	\$0.030057	\$0.028272
Rate OL, Outdoor Lighting Service	\$0.030057	\$0.028272
Rate NSU, Street Lighting Service for Non-Standard Units	\$0.030057	\$0.028272
Rate NSP, Private Outdoor Lighting for Non-Standard Units	\$0.030057	\$0.028272
Rate SC, Street Lighting Service - Customer Owned	\$0.030057	\$0.028272
Rate SE, Street Lighting Service - Overhead Equivalent	\$0.030057	\$0.028272
Rate UOLS, Unmetered Outdoor Lighting Electric Service	\$0.030057	\$0.028272

Shopping credits will be assigned to customers on a first-come, first-served basis. The shopping credit rate received by a customer is based on the electric tariff schedule and the customer class to which the customer is assigned.

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Effective: April 3, 2006

Issued by Sandra P. Meyer, President

**CHARGE (Contd.)**

Residential customers that switch suppliers will receive the higher shopping credit if, on the date that their enrollments are processed, the total annual kilowatt-hours of all customers in the residential class who have switched to Certified Suppliers has not yet exceeded twenty percent of the total annual kilowatt-hours of all residential customers. If, by the enrollment date, the total annual kilowatt-hours of all residential customers who have switched to Certified Suppliers has exceeded twenty percent of the total annual kilowatt-hours of all residential customers, the customers will receive the lower shopping credit.

If a residential customer receiving a higher shopping credit (i.e., first 20% of switchers) returns to the standard service offer and then decides to switch again, the customer will receive the shopping credit that is in effect at the time the customer re-enrolls as a shopper. For example, if a customer switches twice, and the lower shopping credit is in effect at the time of the second switch, the customer will receive the lower shopping credit.

If a non-residential customer returns to the standard service offer and then decides to switch again, the customer will not be eligible to receive shopping credits.

Customers that switch from one supplier to another without returning to the Company's standard service offer will retain their existing shopping credit.

Non-residential consumers who have been awarded shopping credits on or before December 30, 2004, from Duke Energy Ohio and who have not elected to avoid Rider SRT have a one-time option to return to Duke Energy Ohio's Market-Based Standard Service Offer during 2005 without being subject to the highest hourly cost of power incurred by Duke Energy Ohio. In order to exercise this option, Large Commercial and Industrial Consumers, as defined in Duke Energy Ohio's tariffs, must fill out and submit a valid 60-day Notice of Return form at [Duke-Energy.com](http://Duke-Energy.com) to become effective on or before the consumers' regularly scheduled December 2005 meter reading date. Consumers submitting this notice will be returned to Duke Energy Ohio's Market-Based Standard Service Offer at the same market price as if they had never purchased competitive retail electric service from a competitive retail electric service provider. The customer will be returned to the Company's MBSSO on the next regularly scheduled meter reading date for the customer's account(s) that occurs on or after the sixtieth day following Duke Energy Ohio's receipt of the Notice of Return. Large Commercial and Industrial Customers who return to Duke Energy Ohio during 2005 under this one-time option will be subject to a one-year minimum stay with Duke Energy Ohio. Small Commercial and Industrial Consumers, as defined in Duke Energy Ohio's tariffs, desiring to exercise this option must arrange for a valid "Drop" Direct Access Service Request to be received for their account(s) by Duke Energy Ohio to become effective no later than the consumers' regularly scheduled December 2005 meter reading date. A "Drop" Direct Access Service Request may be arranged by either calling Duke Energy Ohio or their current certified retail electric service provider. Consumers arranging a "Drop" Direct Access Service Request will be returned to Duke Energy Ohio's standard priced Market-Based Standard Service Offer at the same market price as if they had never purchased competitive retail electric service from a competitive retail electric service provider, on the next regularly scheduled meter reading date for the consumer's account(s) that follows by at least 12 calendar days Duke Energy Ohio's receipt of the "Drop" Direct Access Service Request.



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**RIDER USR**

**UNIVERSAL SERVICE FUND RIDER**

**APPLICABILITY**

Ohio Amended Substitute Senate Bill No. 3 established a Universal Service Fund in the State of Ohio. This Rider is applicable to all jurisdictional retail customers, including interdepartmental sales, in the Company's electric service area.

**CHARGE**

All kWh are subject to the Universal Service Fund Rider. The amount to be charged monthly beginning January 2, 2008 shall be as follows:

First 833,000 kilowatt-hours	\$0.0012176 per kWh
All Additional kilowatt-hours	\$0.0004690 per kWh

Filed pursuant to an Order dated December 19, 2007 in Case No. 07-661-EL-UNC before The Public Utilities Commission of Ohio.

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Issued: December 19, 2007

Effective: January 2, 2008

Issued by Sandra P. Meyer, President

## **RIDER PLM**

### **PEAK LOAD MANAGEMENT PROGRAM**

#### **AVAILABILITY**

Applicable to Customers served under the Standard Rates DS, DP, and TS or Rate RTP. Customers electing to choose an alternative supplier will not be eligible to participate in the PLM Program.

#### **PROGRAM DESCRIPTION**

The PLM Program is voluntary and offers Customers the opportunity to reduce their electric costs by managing their electric usage during Company's peak load periods. Customer and Company will enter into a Service Agreement under this Rider which will specify the terms and conditions under which Customer agrees to reduce usage.

#### **SERVICE OPTIONS**

Customers may elect to participate in a PLM service option by either choosing to:

- a) reduce demand to a specified amount,
- b) reduce energy usage below their baseline, or
- c) sell the output of any Customer owned self generation to Company.

Upon approval of Company, Customers will have the choice to combine the electric loads of multiple accounts (aggregate) served under the Company's Standard Rate Schedules and/or Special Contracts of Company, for any of the options available under the PLM Program. Any aggregation of Customer loads applies only to the provisions of this Rider (the PLM Program) and in no way is to be used to migrate between or to the Company's Standard Rate Schedules and/or Special Contracts.

The specific hours for the PLM service option will be mutually agreed upon between Customer and Company and specified in the Service Agreement. The targeted hours for the PLM Program will generally be between 11:00 A.M. and 8:00 P.M., Monday through Friday, starting June 1 and ending September 30.

Buy-through energy is the incremental energy the Customer has decided to purchase in lieu of managing their electric demand or energy usage as agreed upon between the Customer and the Company.

#### **Demand Reduction Option**

Customers served under the Standard Rates DS, DP, and TS or Rate RTP electing this option agree, upon notification by Company, to limit their demand to a Firm Load Level. Customer and Company will mutually agree on the amount of demand reduction, the conditions under which a request for reduction can be issued and the mechanism to be used to verify compliance. Based upon these factors, Company will establish a bill credit to be given to Customer and the structure of the bill credit. The value of bill credit will take into consideration the projected avoided cost of firm capacity and energy, any bill savings from reducing load under the applicable Standard Rates or Rate RTP and program administrative costs.

Company will provide buy-through energy, if available, to be billed based on price quotes (Buy-Issued pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

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through Quotes) provided to Customer. Such Buy-through Quotes will include a) applicable transmission and distribution charges, generation charges based on out-of-pocket cost plus 10% and all applicable riders and taxes included in the Standard Rate. Customer will be billed for all usage above the Firm Load Level at such Buy-through Quotes. If buy-through energy is not available and Customer fails to reduce its usage to the Firm Load Level, Customer will be billed for all usage above the Firm Load Level at \$10.00 per kilowatt-hour.

**Energy Reduction Below Baseline**

Customers served under the Standard Rates DS, DP, and TS or Rate RTP electing this option agree, upon notification by Company, to reduce energy usage below their Baseline Level. Reductions below the Baseline Level during such periods will be credited at the Energy Buy-Back Price Quotes provided to Customer by Company. Customer and Company will mutually agree upon a) the conditions under which such Price Quotes will be in effect, b) the time period by which Company will provide such Price Quotes to Customer and c) the time duration such Price Quotes will be in effect. The determination of such Energy Buy-Back Price Quotes will take into consideration the projected avoided cost of energy, any bill savings from reducing load under the applicable Standard Rates or Rate RTP and program administrative costs.

Customer will agree to provide Company with an estimate of the amount of load reduction to be provided during such periods. The Baseline Level must be mutually agreeable to by both the Customer and the Company as representing the Customer's normal usage level during the time period that a notification could be given.

**Generation Sell Back**

Customers served under the Standard Rates DS, DP, and TS or Rate RTP electing this option, agree upon notification by Company, to sell the output of their electric generator to Company. Customer and Company will mutually agree on the amount of generation to be sold back and the conditions under which a request to run the generator can be issued. Based upon these factors, Company will establish a bill credit to be given to Customer and the structure of the bill credit. The value of bill credit will take into consideration the projected avoided cost of firm capacity and energy and program administrative costs.

Suitable metering will be installed either by Customer or Company to measure the energy output of the Generator. Customer will provide suitable access and a suitable location for the installation of such metering equipment.

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**Generation Sell Back**

During such time period that the electrical output of the generator is being sold back to Company, the meter readings that are normally used to bill the Customer shall be adjusted by adding back the measured output of the generator.

**BILLING UNDER STANDARD RATES**

Customers served under Standard Rates DS, DP or TS will be billed for all demand and energy used under the terms and conditions and at the rates and charges of the applicable Standard Rate. In addition, Customers will receive credits on their electric bill for participation in the PLM Program based upon the elected Service Option and outlined in the PLM Service Agreement.

**BILLING UNDER RATE RTP**

Customers served under Rate RTP will be billed for all demand and energy used under the terms and conditions and at the rates and charges of Rate RTP. In addition, Customers will receive credits on their electric bill for participation in the PLM Program based upon the elected Service Option and outlined in the PLM Service Agreement. During a notice period under this Rider, Customer's RTP billing will be adjusted to equate any credits to those outlined in the PLM Service Agreement.

**PROGRAM EQUIPMENT**

Company will provide Internet based communication software to be used to provide Customer with the Buy-through and Price Quotes. Customer will be responsible for providing its own Internet access.

Customer may purchase from either Company or other third-party suppliers any other necessary equipment or software packages to facilitate participation in this PLM Program. While Customers are encouraged to use such equipment or software packages to maximize benefits under this PLM 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 packages.

**CUSTOMER GENERATION**

Customers electing to operate a Generator in parallel with Company's electric system will operate the Generator in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. Company will grant such permission only in cases where it is satisfied that such parallel operation is practicable and without interference or probability of interference with the ability of Company to render adequate service to its other Customers.

**TERM AND CONDITIONS**

Except as provided in this Rider PLM, all terms, conditions, rates, and charges outlined in the applicable Standard Rates or Rate RTP will apply. Participation in the PLM Program will not affect Customer's obligations for electric service under these rates.

Any interruptions or reductions in electric service caused by outages of Company's facilities, other than as provided under the PLM Program, will not be deemed a notice period under this PLM Program. Agreements under the PLM Program will in no way affect Customer's or Company's respective obligations regarding the rendering of and payment for electric service under the applicable electric tariff and its applicable rate schedules. It will be Customer's responsibility to monitor and control their demand and energy usage before, during, and after a notice period.

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Duke Energy Ohio  
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Sheet No. 87.1  
Cancels and Supersedes  
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**TERM 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 AG**  
**OPTIONAL ALTERNATIVE GENERATION SERVICE**

(D)

**APPLICABILITY**

Applicable to residential customers (as defined in Section III, 4., Switching Rules, of the Company's Service Regulations) in the Company's electric service area who desire to receive generation service under this Rider in lieu of the Company's Standard Service Offer. The charges described below plus the generation charges in the standard tariffs result in market-based rates.

The Company's Standard Service Offer tariffs include minimum-stay provisions for customers that return to Duke Energy Ohio after purchasing their power from a Certified Supplier. Rider AG allows residential to "come and go" between the Company and Certified Suppliers. It allows residential customers a minimum stay of one (1) billing cycle by paying a rate that is market-based. Customers receiving service under this Rider are subject to all billing components and applicable riders as listed in the Standard Service Offer tariffs, except that Rider RGR (Residential Generation Rider) and Rider SC (Shopping Credit Rider) will not apply.

**DESCRIPTION**

All kWh are subject to the Optional Alternative Generation Rider. The kWh charge to be added to each Standard Offer Service rate is calculated as the difference between the next month NYMEX Cinergy futures closing price, adjusted for load factor and line losses and the average generation charge for all customers on that rate. The next month NYMEX Cinergy futures price on the close of the 4<sup>th</sup> business day before the current month end is used. The average generation charges are based on the approved rates and billing determinants contained in Case No. 99-1658-EL-ETP as detailed below. Separate charges are calculated for each Standard Offer Service rate. In no case will the Rider AG charge, as calculated, be less than zero. The calculated Rider AG charges apply to each billing cycle for the next billing month. The charges are posted on the Company's web site prior to the beginning of the month.

**MONTHLY CHARGE**

Rider AG Charge = [next month NYMEX Cinergy futures price (adjusted for load factor and line losses)] - Average Generation Charge (shown below).

Following are the average generation charges on which the Rider AG charges are based:

<u>Rate</u>	<u>Average Generation Charge (per kWh)</u>
Rate RS – Summer	\$0.054209
Rate RS – Winter	\$0.041252
Rate ORH – Summer	\$0.052869
Rate ORH – Winter	\$0.028622
Rate TD – Summer	\$0.037699
Rate TD – Winter	\$0.032564

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Issued by Sandra P. Meyer, President

## **RATE RTP**

### **REAL TIME PRICING PROGRAM**

#### **APPLICABILITY**

Applicable to Customers served under the Standard Offer Rate DS, Rate DP, or Rate TS. Service under the RTP Program will be offered through the Market Development Period starting on January 1, 2001. 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 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 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, by 3:00 p.m. 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>,  $CC_t = MVG_t \times 80\% \times LAF$

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

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**COMMODITY CHARGE (Contd.)**

The MVG<sub>1</sub> will be based on the expected market price of capacity and energy for the next day. The expected market price will be based on forecasts of market conditions for the next day using publicly available market indices and/or bona fide third-party price quotes to establish the expected market price.

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 .....	\$ 0.012088 per kW Per Hour	(I)
Rate DP .....	\$ 0.006838 per kW Per Hour	(I)
Rate TS .....	\$ 0.000327 per kW Per Hour	(R)

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 \$183 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 packages.

(I)

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

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Issued by Sandra P. Meyer, President

#### **APPLICABLE RIDERS**

The following riders are applicable pursuant to the specific terms contained within each rider:

- Sheet No. 51, Rider AAC, Annually Adjusted Component Rider
- Sheet No. 52, Rider DSMR, Demand Side Management Cost Recovery Rider
- Sheet No. 53, Rider FPP, Fuel and Economy Purchased Power Rider
- Sheet No. 54, Rider IMF, Infrastructure Maintenance Fund Rider
- Sheet No. 55, Rider RSC, Rate Stabilization Charge Rider (D)
- Sheet No. 56, Rider SRT, System Reliability Tracker
- Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider
- Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider
- Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider (D)
- Sheet No. 81, Rider EER, Energy Efficiency Revolving Loan Program Rider
- Sheet No. 83, Rider OET, Ohio Excise Tax Rider
- Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider
- Sheet No. 86, Rider USR, Universal Service Fund Rider
- Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric (D)

#### **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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Issued by Sandra P. Meyer, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 91.2  
Cancels and Supersedes  
Sheet No. 91.1  
Page 1 of 1

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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(c) or (g) of the Company's Electric Service Regulations shall be twenty-five dollars (\$25.00). In the event the customer is responsible for the unsafe or dangerous condition contemplated by paragraph 3(d) of Sheet No. 20, the charge for reconnection of electric service shall be twenty-five dollars (\$25.00).
- B. The reconnection charge for electric service which has been disconnected within the preceding twelve months at the request of the customer pursuant to Sheet No. 20, Paragraph 3(a) shall be twenty-five dollars (\$25.00).
- 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, except that such charge shall not exceed thirty-eight dollars (\$38.00).
- D. Where electric service was disconnected at the pole because the Company was unable to gain access to the meter, the reconnection charge will be \$65.00.
- E. If service is discontinued because of fraudulent use thereof, the Company may charge and collect, in addition to the applicable charge as stated above, the expense incurred by the Company by reason of such fraudulent use, plus an estimated bill for electricity used, prior to the reconnection of service.
- 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 \$50. The after hour charge for reconnection at the pole will be \$90.

### **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 March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

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Issued: March 31, 2006

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Issued by Sandra P. Meyer, President

**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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Issued by Sandra P. Meyer, President

Duke Energy Ohio  
139 East Fourth Streets  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 93.1  
Cancels and Supersedes  
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#### **RATE SCHEDULES**

Rates for Purchases from qualifying facilities:

##### Time of Day Metering

	<u>¢/kWh</u>
On Peak - Weekdays excluding holidays 8:00 a.m.-11:00 p.m.	2.0794
Off Peak - All Other Hours	1.8898

##### No Time of Day Metering

All Hours	1.8898
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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. 95.2  
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Page 1 of 1

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## **RATE MDC**

### **METER DATA CHARGES**

#### **APPLICABILITY**

These charges apply to customers located in the Company's service territory that have meter pulse equipment and/or interval metering equipment.

#### **TYPE OF CHARGES**

##### **Request for Usage Data**

One month of electronic Interval Meter Data	\$24.00
Twelve months of electronic Interval Meter Data	\$32.00
Interval Meter Data Printout	\$13.00
Electronic monthly interval data with graphical capability accessed via the Internet (En-Focus™)	\$20.00 per month

#### **EN-FOCUS™**

Customers electing the En-Focus option will be required to enroll online, and will be required to accept the Terms and Conditions of the En-Focus program, presented to the customer at the time of enrollment.

#### **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.

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

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Issued by Sandra P. Meyer, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
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Page 1 of 1

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## **RATE MSC**

### **METER SERVICE CHARGES**

#### **APPLICABILITY**

These charges apply to customers that request the Company to install interval metering and meter pulse equipment and to provide certain meter related services that otherwise are not provided by the Company. The end-use customer is responsible for providing communication links to the interval meter per the Company's specifications. If a communication link is not installed by the first regularly scheduled meter read date (after the effective end-use customer enrollment date), the Company may install a communication link and bill the end-use customer on a monthly basis.

#### **TYPE OF CHARGES**

##### **Installation Charges of Interval Meters and Equipment**

Replace Meter with Interval Meter & Modem - 15 minute intervals	\$446.00
Replace Meter with Interval Meter & Modem - 5 minute intervals	\$968.00
Installation of Meter Pulse Equipment	\$380.00

If the Company is required to make additional visits to the meter site due to the inability to gain access to the meter location or the necessary Communication Link has not been installed, or the Communication Link is not working properly, the Company may charge the customer for any additional trip to the meter site at the rate of

\$58.00/Visit

Cellular telephone installation and monthly access fee

\$55.00/Month

In addition, the Company reserves the right to charge for the cost of any incremental facilities necessary to complete the meter installation.

#### **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 March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

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Issued by Sandra P. Meyer, President



## RIDER DSM

### DEMAND SIDE MANAGEMENT COST RECOVERY RIDER

#### APPLICABILITY

Applicable to service rendered under the provisions of Rates RS, TD and ORH (residential class), and Rates DS, DM, DP, EH, GS-FL, SFL-ADPL, RTP and CUR (non-residential class). A non-residential customer, whose single site or total aggregate load in the Company's certified service territory exceeds 1,000 kW or 1,500 kW per month, respectively, may opt out of this tariff. The customer must provide written notification which will list all of their accounts to be "opted-out" of this tariff. Customers electing to opt-out of the program will not be credited for any periods previously billed. The written notification can be e-mailed to the Business Service Center at [BSCteam@duke-energy.com](mailto:BSCteam@duke-energy.com) or sent to Business Service Center c/o Duke Energy, P.O. Box 960, Suite EY575, Cincinnati, OH 45202.

If the customer later decides to participate in a DSM program, they must pay the DSMR Rider for all periods they "opted-out" of.

#### CHARGES

The monthly amount computed under each of the rate schedules to which this rider is applicable shall be increased or decreased by the DSM 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:

$$\text{DSM Charge} = \text{PC} + \text{LR} + \text{PI} + \text{BA}$$

Where: **PC = DSM PROGRAM COST RECOVERY.** For each twelve month period, the PC shall include all expected costs for demand-side management programs which have been approved by a collaborative process. Such program costs shall include the cost of planning, developing, implementing, monitoring, and evaluating DSM 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 cost of approved programs allocated or assigned to that class by the expected kilowatt-hour sales for the upcoming twelve-month period.

**LR = LOST REVENUE FROM LOST SALES RECOVERY.** The applicable LR shall be computed by 1) multiplying the amount of kilowatt-hour sales that will be lost for each twelve-month period as a result of the implementation of the approved programs times the energy charge for the applicable rate schedule, less the variable cost included in the charge, and, 2) dividing that product by the expected kilowatt-hour sales for the upcoming twelve-month period. Recovery of revenues from lost sales calculated for a twelve-month period for each rate class shall be included in the LR for three years from the implementation of the DSM measures or until terminated by the implementation of new rates

Issued pursuant to an Order dated July 11, 2007 in Case Nos. 06-91-EL-UNC, 06-92-EL-UNC and 06-93-GA-UNC before the Public Utilities Commission of Ohio.

**CHARGES (Contd.)**

pursuant to a general rate case, whichever comes first. Revenues from lost sales will be assigned for recovery purposes to the rate classes whose programs resulted in the lost sales.

**PI = DSM PROGRAM INCENTIVE RECOVERY.** The DSM Program Incentive (PI) shall not be collected for each program until such program has achieved at least 65% of its targeted savings. The 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 graduated percentages as set forth in the application in Case Nos. 06-91-EL-UNC, 06-92-EL-UNC and 06-93-GA-UNC. Recovery shall be capped at 10% if the program meets 100% of the targeted goal. Net resource savings are defined as program benefits less the cost of the program, where program benefits will be calculated on the basis of the present value of Duke Energy Ohio's avoided costs over the expected life of the program, and will include both capacity and energy savings. The DSM incentive 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. DSM incentive amounts will be assigned for recovery purposes to the rate classes whose programs created the incentive.

**BA = DSM BALANCE ADJUSTMENT.** The BA is used to reconcile the difference between the amount of revenues actually billed through the respective DSM Charge components; namely, the PC, LR, and PI and previous application of the BA and the revenues which should have been billed, as follows:

- (1) For the PC, the balance adjustment amount will be the difference between the amount billed in a twelve-month period from the application of the PC unit charge and the actual cost of the approved programs during the same twelve-month period.
- (2) 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.
- (3) For the PI, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the PI unit charge and the incentive amount determined for the actual DSM program, or measures implemented during the twelve-month period.
- (4) For the BA, the balance adjustment amount will be the difference between the amount billed during the twelve-month period from application of the BA and the balance adjustment amount established 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. The total of the energy-related balance adjustment amounts shall be divided by the expected kilowatt-hour sales for the upcoming twelve-month period to determine the energy-related BA. DSM balance adjustment amounts will be assigned for recovery purposes to the rate classes to which over or under-recoveries of DSM amounts were realized.

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Issued pursuant to an Order dated July 11, 2007 in Case Nos. 06-91-EL-UNC, 06-92-EL-UNC and 06-93-GA-UNC before the Public Utilities Commission of Ohio.

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**CHARGES (Contd.)**

All costs recovered through the DSM Charge will be assigned or allocated to Duke Energy Ohio's electric customers on the basis of the estimated net electric resource savings resulting from each program.

**DSM CHARGE FILINGS**

The filing of modifications to the DSM 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:

- (1) A detailed description of each DSM program developed by the collaborative process, the total cost of each program over the twelve-month period, an analysis of expected resource savings, information concerning the specific DSM or efficiency measures to be installed, and any applicable studies which have been performed, as available.
- (2) A statement setting forth the detailed calculation of each component of the DSM Charge.

Each change in the DSM 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.

**DEMAND RATCHETS**

Customers served under the provisions of Rate DS or Rate DP may be eligible to have their billing demand re-determined in recognition of a permanent change in load due to the installation of load control equipment or other measures taken by the customer to permanently reduce the customer's demand.

**SERVICE REGULATIONS**

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

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Issued by Sandra P. Meyer, President

**RIDER GSS  
GENERATION SUPPORT SERVICE**

**APPLICABILITY**

Applicable to any general service 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 Distribution Reservation Charge

a. Rate DS – Secondary Distribution Service	\$3.7908 per kW
b. Rate DP – Primary Distribution Service	\$2.9370 per kW
c. Rate TS – Transmission Service	\$0.1960 per kVA

3. Monthly Transmission Cost Recovery Reservation Charge

a. Rate DS – Secondary Distribution Service	Per Rider TCR
b. Rate DP – Primary Distribution Service	Per Rider TCR
c. Rate TS – Transmission Service	Per Rider TCR

4. Supplemental Power Service

The customer shall contract with the Company for the level of demand required for Supplemental Power Service. All Supplemental Power shall be billed under the terms and charges of the Company's applicable full service tariff schedules. 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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Issued by Sandra P. Meyer, President

**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; or, 2) the demonstrated capacity of the customer's generating unit(s) for which Maintenance Power is required. 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 -**

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; and 2) the demand charge for Generation shall be fifty (50) percent of the applicable full service tariff Generation demand charge prorated by the number of days that Maintenance Power is taken; and 3) the Distribution, Transmission and Ancillary Services Charges contained in the full service tariff schedules shall be replaced by the Monthly Reservation Charges.

**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; or, 2) the demonstrated capacity of the customer's generating unit(s) for which Backup Power is required. The customer shall notify the Company by telephone within one-hour of the beginning and end of the outage. Within 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 (50) percent 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 –**

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; 2) the demand charge for Generation shall be the applicable full service tariff schedule Generation demand charge prorated by the number of days that Backup Power is taken; and 3) the Distribution, Transmission and Ancillary Service Charges contained in the full service tariff schedules shall be replaced by the Monthly Reservation Charges. Customers who take interruptible Backup Power Service will receive a fifty (50) percent reduction in the Generation demand charge for the Backup Power taken.

**7. Monthly Reservation Charges**

The Monthly Distribution Reservation Charge, Monthly Transmission Reservation Charge and the Monthly Ancillary Services Charge items shown above shall be based on the greater of the contracted demand for Maintenance Power or Backup Power, including interruptible Backup Power. However, where the customer chooses to have both the customer's Backup Power and Maintenance Power provided by a Certified Supplier, only the Monthly Distribution Reservation Charge shall be applicable.

**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.

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#### **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 power 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 PILOT**

**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 ED**

**(D)**

**ECONOMIC DEVELOPMENT RIDER**

**AVAILABILITY**

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 per 1,000 kW of new load. Employment additions must occur following the Company's approval for service under this Rider, and;
- 2) the customer's new load must result in capital investment of one million dollars (\$1,000,000) per 1,000 kW of new load, provided that such investment is accompanied by a net increase in FTE employees employed by the customer in the Company's service area. This capital investment must occur following the Company's approval for service under this Rider.

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.

This Rider is 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.

**TYPE OF SERVICE**

The service provided shall be 60Hz alternating current provided at the Company's standard distribution or transmission voltage.

Issued pursuant to an Order dated May 31, 2006 in Case No. 05-633-EL-ATA before the Public Utilities Commission of Ohio.

Issued: May 31, 2006

Effective: June 5, 2006

Issued by Sandra P. Meyer, President

#### **NET MONTHLY BILLING**

The customer shall comply with all terms of the standard distribution tariff rate under which the customer takes service except that the customer's distribution bill for electric service, less any Rate Adjustment Rider amounts as shown on the standard distribution service tariff, shall be reduced by up to fifty (50) percent for a period of twelve (12) months. The customer will pay the full amount of the riders so indicated including the entirety of the applicable market-based standard service offer. The customer may request an effective date of the Rider which is no later than twelve (12) months after the Service Agreement is approved and signed by the Company. All subsequent billings shall be at the appropriate full standard service tariff rate.

#### **TERMS AND CONDITIONS**

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. The customer must affirm that the availability of this Rider was a factor in the customer's decision to locate the new load or retain current load in the Company's service area.

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 300 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.

#### **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 pursuant to an Order dated May 31, 2006 in Case No. 05-633-EL-ATA before the Public Utilities Commission of Ohio.

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Issued: May 31, 2006

Effective: June 5, 2006

Issued by Sandra P. Meyer, President

**RIDER UR**

(D)

**URBAN REDEVELOPMENT RIDER**

**APPLICABILITY**

Applicable to new customers locating in an existing building of 25,000 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.

This Rider is not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is also not available for load shifted from one establishment to another in the Company's service area. However, if a change of ownership occurs after the customer enters into a Service Agreement under this Rider, the successor customer may be allowed to fulfill the balance of the Service Agreement under this Rider.

**TYPE OF SERVICE**

The service provided shall be 60Hz alternating current provided at the Company's standard distribution or transmission voltage.

**NET MONTHLY BILLING**

The customer shall comply with all terms of the standard distribution tariff rate under which the customer takes service excepting that the customers' monthly distribution billing amount, less any Rate Adjustment Rider amounts as shown on the standard distribution service tariff, shall be reduced by up to fifty (50) percent for a period of twelve (12) months. The customer will pay the full amount of the riders so indicated including the entirety of the applicable market-based standard service offer. The customer may request an effective date of the Service Agreement which is no later than twelve (12) months after Company's approval of the Service Agreement with the customer. All subsequent billings shall be at the appropriate full standard service tariff rate.

**TERMS AND CONDITIONS**

The customer shall enter into a Service Agreement with the Company which shall specify, among other things, the voltage at which the customer will be served, the amount and nature of the new load and the basis under which the customer will qualify for this Rider. The customer must also affirm that this Rider was a factor in the customer's decision to locate the new load in the Company's service area.

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 300 hours use for the twelve (12) month incentive period. 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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Issued pursuant to an Order dated May 31, 2006 in Case No. 05-633-EL-ATA before the Public Utilities Commission of Ohio.

Issued: May 31, 2006

Effective: June 5, 2006

Issued by Sandra P. Meyer, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 101.1  
Cancelling and Superseding  
Sheet No. 101  
Page 2 of 2

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**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.

Issued pursuant to an Order dated May 31, 2006 in Case No. 05-633-EL-ATA before the Public Utilities Commission of Ohio.

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Issued: May 31, 2006

Effective: June 5, 2006

Issued by Sandra P. Meyer, President

**RIDER MSR-E**

(D)

**MERGER SAVINGS CREDIT RIDER – ELECTRIC**

**APPLICABILITY**

Applicable to all retail sales in the Company's electric service area excluding interdepartmental sales.

**MERGER SAVINGS CREDIT RIDER FACTORS**

The applicable energy charges for electric service shall be decreased monthly to reflect the sharing of the merger savings, net of merger costs, per the merger savings sharing plan approved by the Commission in Case Nos. 05-0732-EL-MER, 05-0733-EL-AAM and 05-0974-GA-AAM. This Rider shall remain in effect for the period of March 1, 2007 through March 29, 2007.

<u>Rate Group</u>	<u>Rate</u> \$/kWh
Rate RS, Residential Service	0.000817
Rate CUR, Common Use Residential Service	0.000817
Rate ORH, Optional Residential Service with Electric Space Heating	0.000817
Rate TD, Optional Time-of-Day Rate	0.000817
Rate DS, Service at Secondary Distribution Voltage Service	0.000220
Rate EH, Optional Rate for Electric Space Heating	0.000220
Rate DM, Secondary Distribution Service – Small	0.000220
Rate GS-FL, Optional Unmetered for Small Fixed Loads	0.000220
Rate SFL-ADPL, Optional Unmetered Rate for Small Fixed Loads Attached Directly to Company's Power Lines	0.000220
Rate DP, Service at Primary Distribution Voltage	0.000220
Rate TS, Service at Transmission Voltage Primary Voltage	0.000220
Rate SL, Street Lighting Service	0.000220
Rate TL, Traffic Lighting Service	0.000220
Rate OL, Outdoor Lighting Service	0.000220
Rate NSU, Street Lighting Service for Non-Standard Units	0.000220
Rate NSP, Private Outdoor Lighting for Non-Standard Units	0.000220
Rate SC, Street Lighting Service – Customer Owned	0.000220
Rate SE, Street Lighting Service – Overhead Equivalent	0.000220
Rate UOL, Unmetered Outdoor Lighting Electric Service	0.000220

**SERVICE REGULATIONS**

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

Issued by authority of an Order of the Public Utilities Commission of Ohio dated December 21, 2005 in Case Nos. 05-0732-EL-MER, 05-0733-EL-AAM and 05-0974-GA-AAM.

Issued: February 28, 2007

Issued by Sandra P. Meyer, President

Effective: March 1, 2007

**RATE PA**

(C)

**POLE ATTACHMENT/OCCUPANCY TARIFF**

**APPLICABILITY**

Applicable to attachments/occupancies by any person or entity other than a public utility to any pole/conduit of the Company within its entire territory or occupancy by any person or entity of any conduit of the Company by a licensee; i.e., a person who enters into an Agreement with the Company.

**ATTACHMENT CHARGES**

An annual rental of \$4.25 per pole shall be charged for the use of the Company's poles. The charge will apply if any portion of a pole is occupied or reserved at the licensee's request.

An initial contact fee of \$1.00 per pole, will be charged by the Company.

**PAYMENT**

Rental payments shall be made on the anniversary of the agreement. When payments are not made, the invoiced amount shall include an additional amount equal to one and one-half percent (1.5%) of the unpaid balance.

As new attachments/occupancies are made after the initial rental year, rentals for such attachments/occupancies shall be paid for the entire year if made within the six-month period after any anniversary date, and for one-half year if made during the following six-month period. For any attachments/occupancies removed by licensee and for which the Company shall have received written notice from licensee, the yearly rental shall be adjusted on the same basis.

**TERMS AND CONDITIONS**

1. Before any attachments/occupancies is made by licensee, it shall make written application for permission to install attachments/occupancies on any pole/conduit of the Company, specifying the location of each pole/conduit in question, the character of its proposed attachments/occupancies and the amount and location of space desired. Within 30 days after receipt of such application, the Company shall notify licensee in writing whether or not it is willing to permit the attachments/occupancies and, if so, under what conditions. The Company shall have the sole right to determine the availability of such pole/conduit for joint use and shall be under no obligation to grant permission for its use by licensee. If such permission is granted, licensee shall have the right to occupy the space allotted by the Company under the conditions specified in such permit and in accordance with the terms of the Agreement but Company shall not be required to set a pole/conduit for the sole use by licensee.

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

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

**TERM AND CONDITIONS (Contd.)**

2. Upon the execution of the Agreement and before any attachments/occupancies are made by licensee, licensee shall send the Company all manufacturer's technical manuals and information, and construction standards and manuals regarding the equipment licensee proposes to use pursuant to the provisions of the Agreement.
3. All attachments/occupancies are to be placed on poles/conduits of the Company in a manner satisfactory to the Company and so as not to interfere with the present or any future use which the Company may desire to make of such poles/conduits, wires or other facilities. All attachments/occupancies shall be installed and maintained by licensee so as to comply at least with the minimum requirements of the National Electrical Safety Code and any other applicable regulations or codes promulgated by federal, state, local or other governmental authority having jurisdiction. Licensee shall take any necessary precautions, by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage occurring by reason of licensee's attachments/occupancies on the Company's poles/conduits. The Company shall be the sole judge as to the requirements for the present or future use of its poles/conduits and equipment and of any interference therewith.
4. In any case where it is necessary for the Company to replace a pole/conduit because of the necessity of providing adequate space or strength to accommodate the attachments/occupancies of licensee thereon, either at the request of licensee or to comply with the above codes and regulations, the licensee shall pay the Company the total cost of this replacement. Such cost shall be the total estimated cost of the new pole/conduit including material, labor, and applicable overheads, plus the cost of transferring existing electric facilities to the new pole/conduit, plus the cost of removal of the existing pole/conduit and any other incremental cost required to provide for the attachments/occupancies of the licensee, including any applicable taxes the Company may be required to pay because of this change in plant, minus salvage value of any facilities removed.

Licensee shall also pay to the Company and other owners thereof the cost of removing all existing attachments/occupancies from the existing pole/conduit and re-establishing the same or like attachments/occupancies on the newly installed pole/conduit. The new pole/conduit shall be the property of the Company regardless of any payments by licensee towards its cost and licensee shall acquire no right, title or interest in such pole/conduit.

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

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Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President



**TERM AND CONDITIONS (Contd.)**

5. If licensee's proposed attachments/occupancies can be accommodated on existing poles/conduits of the Company by rearranging facilities of the Company and of other licensees or permittees thereon and if the Company and other licensees or permittees are willing to make such rearrangement, such rearrangement shall be made by the Company and such other licensees or permittees, and licensee shall on demand reimburse the Company and such other licensees or permittees for any expense incurred by them in transferring or rearranging such facilities. Any additional guying required by reason of the attachments/occupancies of licensee shall be made by licensee at its expense, and to the satisfaction of the Company.
6. The Company reserves the right to inspect each new installation of licensee on its poles/conduits and to make periodic inspections, semi-annually or more often as conditions may warrant, and licensee shall, on demand, reimburse the Company for the expense of such inspections. The Company's right to make such inspections and any inspection made pursuant to such right shall not relieve licensee of any responsibility, obligation, or liability imposed by law or assumed under the Agreement.
7. Whenever the Company notifies licensee in writing that the attachments/occupancies of licensee interfere with the operation of facilities of the Company or other licensee, or constitute a hazard to the service rendered by the Company or other licensee or permittee, or fail to comply with codes or regulations above-mentioned, licensee shall within 10 days after the date of such notice, remove, rearrange, or change its attachments/occupancies as directed by the Company. In case of emergency, the Company reserves the right to remove or relocate the attachments/occupancies of licensee at licensee's expense and without notice, and no liability therefor shall be incurred by the Company because of such action.
8. Licensee agrees to indemnify and save harmless the Company from and against any and all liability, loss, damage, costs, attorney fees, or expense, of whatsoever nature or character, arising out of or occasioned by any claim or any suit for damages, injunction or other relief, on account of injury to or death of any person, or damage to any property including the loss of use thereof, or on account of interruption of licensee's service to its subscribers or others, or for public charges and penalties for failure to comply with federal, state or local laws or regulations, growing out of or in connection with any act or omission, negligent or otherwise, of licensee or its servants, agents or subcontractors in the attachment/occupancy, operation and maintenance of facilities of licensee on the poles/conduits of the Company, and in the performance of work hereunder, whether or not due in whole or in part to any act, omission or negligence of the Company or any of its representatives or employees (except insofar as such indemnity arising out of such injury or damage caused by the sole negligence of the Company or such representatives or employees may be judicially found to be contrary to law, in which case this Agreement of indemnity shall in all other respects be and remain effective and binding). The Company may require licensee to defend any suits concerning the foregoing, whether such suits are justified or not.

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

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

**TERM AND CONDITIONS (Contd.)**

9. Licensee agrees to obtain and maintain at all times during the period licensee has attachments/occupancies on the Company's pole/conduits, policies of insurance as follows:
  - (a) Public liability and automobile liability insurance for itself in an amount as specified by the Company for bodily injury to or death of any one person, and, subject to the same limit for any one person, in an aggregate amount as specified by the Company for any one occurrence.
  - (b) Property damage liability insurance for itself in an amount as specified by the Company for any one occurrence.
  - (c) Contractual liability insurance in amounts as specified by the Company to cover the liability assumed by the licensee under the agreements of indemnity set forth in the Agreement.
10. Prior to making attachments/occupancies to the Company's poles/conduits, licensee shall furnish to the Company two copies of a certificate, from an insurance carrier acceptable to the Company, stating that policies of insurance have been issued by it to licensee providing for the insurance listed above and that such policies are in force. Such certificate shall state that the insurance carrier will give the Company 30 days prior written notice of any cancellation of or material change in such policies. The certificate shall also quote in full the agreements of indemnity set forth in the Agreement as evidence of the type of contractual liability coverage furnished. If such certificate recites that it is subject to any exceptions or exclusions contained in the policy or policies of insurance, such exceptions or exclusions shall be stated in full in such certificate, and the Company may, at its discretion, require licensee before starting work, to obtain policies of insurance which are not subject to any exceptions or exclusions which the Company finds objectionable.
11. The Company reserves the right, without liability to licensee or its subscribers, to discontinue the use of, remove, replace or change the location of any or all of the Company's poles/conduits, attachments/occupancies or facilities regardless of any occupancy of the Company's poles/conduits by licensee, and licensee shall, at its sole cost and within 10 days after written notice by the Company make such changes in, including removal or transfer of, its attachments/occupancies as shall be required by such action of the Company.
12. Licensee may at any time abandon the use of a jointly used pole/conduit hereunder by removing therefrom all of its attachments/occupancies and by giving written notice thereof to the Company.

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

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Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

**TERM AND CONDITIONS (Contd.)**

13. Licensee shall secure any right, license or permit from any governmental body, authority, or other person or persons which may be required for the construction or maintenance of attachments/occupancies of licensee, at its expense. The Company does not guarantee any easements, rights-of-way or franchises for the construction and maintenance of such attachments/occupancies. Licensee hereby agrees to indemnify and save harmless the Company from any and all claims, including the expenses incurred by the Company to defend itself against such claims, resulting from or arising out of the failure of licensee to secure such right, license, permit or easement for the construction or maintenance of such attachments/occupancies on the Company's pole/conduits.
14. Electric service for power supplies of a licensee shall be supplied from the lines of the Company in a manner specified by the Company.
15. The Company shall have the right, from time to time during the term of the Agreement, to grant, by contract or otherwise, to others not parties to the Agreement, rights or privileges to use any pole/conduits covered by the Agreement, and the Company shall have the right to continue and extend any such rights or privileges heretofore granted. The attachment/occupancy privileges granted hereunder shall at all times be subject thereto.
16. Licensee shall furnish bond, as specified by the Company, to guarantee the performance of the obligations assumed by licensee under the terms of the Agreement not otherwise covered by the insurance required by paragraph 9. Such bond shall be submitted to the Company prior to licensee's making attachment/occupancy to the Company's poles/conduits.
17. In case one party is obligated to perform certain work at its own expense and the parties mutually agree in writing that it is desirable for the other party to do such work, then such other party shall promptly do the work at the sole expense of the party originally obligated to perform the same. Bills for expense so incurred shall be due and payable within 30 days after presentation.
18. If licensee fails to comply with any of the provisions of the Agreement or defaults in the performance of any of its obligations under the Agreement and fails within 60 days after written notice from the Company to correct such default or non-compliance, the Company may, at its option, forthwith terminate the Agreement, or the specific permit or permits covering the poles/conduits and licensee's attachments/occupancies to which such default or non-compliance is applicable, and remove attachments/occupancies of licensee at licensee's expense, and no liability therefor shall be incurred by the Company because of such action.

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

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Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

**TERM AND CONDITIONS (Contd.)**

19. The area covered by the Agreement is set forth on a map, attached to, and made a part of the Agreement. Such area may be extended or otherwise modified by a supplemental agreement mutually agreed upon and signed by the parties to an Agreement with a new map attached thereto showing the changed area to be thereafter covered by the Agreement. Such supplement shall be effective as of the date of final execution thereof and shall be attached to all executed copies of the Agreement.
20. If licensee does not exercise the rights herein granted within six months from the execution date of an agreement, the Agreement shall be void. The Agreement shall start as of the execution date thereof and shall continue for a period of one year and shall be self-renewing from year to year thereafter unless terminated by either party's giving to the other party written notice at least 60 days prior to the end of any yearly term. Licensee shall completely remove its attachments/occupancies from the Company's poles/conduits on or prior to the termination date, unless a new agreement covering such poles/conduits has been executed by the parties hereto.
21. The Agreement shall be binding upon and inure to the benefit of the parties thereto, their respective successors and/or assigns, but licensee shall not assign, transfer or sublet any of the rights hereby granted or obligations hereby assumed without the prior written consent of the Company.
22. The licensee may be required to pay a cash deposit to the Company in order to establish or re-establish credit in an amount not in excess of the total annual rental fees. After the licensee has established a reasonable credit record by paying the rental fees for two consecutive years within the time specified in the Agreement, the Company shall apply the deposit plus an accrued interest to the next annual rental fee amount which is due and payable with the next subsequent anniversary date. The Company shall pay interest thereon in accordance with Rule 4901:1-17-05 of the Ohio Administrative Code.

**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, as provided by law.

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

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

4

## PFN EXHIBIT 4 – TYPICAL BILL COMPARISON

DUKE ENERGY OHIO  
CASE NO. 08-709-EL-AIR  
TYPICAL BILL COMPARISON  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2008  
ELECTRIC SERVICE

DATA: 3 MONTHS ACTUAL + 9 MONTHS ESTIMATED  
TYPE OF FILING: X ORIGINAL      UPDATED      REVISED  
WORK PAPER REFERENCE NO(S): SEE BELOW

SCHEDULE E-5  
PAGE 1 OF 7  
WITNESS:  
J.E. ZIOLKOWSKI

LINE NO.	RATE CODE	LEVEL of DEMAND (A)	LEVEL of USE (B)	BILL DATA (2)													
				CURRENT BILL (C)	PROPOSED BILL (D)	DOLLAR INCR/(DECR)		PERCENT INCR/(DECR) (F / C) (%)	FUEL COST (1) (G)	TOTAL CURRENT BILL (C + G) (H)		TOTAL PROPOSED BILL (D + G) (I)		PERCENT INCR/(DECR) (I - H) / H (J) (%)			
						(E)	(F)			(J)	(K)						
1	RS	SUMMER															
2		NA	300	31.10	36.39	5.29		17.0	3.66	34.76	40.06	15.2					
3		NA	400	39.98	45.19	5.21		13.0	4.88	44.86	50.07	11.6					
4		NA	500	48.85	53.99	5.14		10.5	6.10	54.95	60.09	9.4					
5		NA	800	75.46	80.37	4.91		6.5	9.76	85.22	90.13	5.8					
6		NA	1,000	93.20	97.97	4.77		5.1	12.20	105.40	110.17	4.5					
7		NA	1,500	145.23	149.64	4.41		3.0	18.29	163.52	167.93	2.7					
8		NA	2,000	187.27	201.31	4.04		2.0	24.39	221.66	225.70	1.8					
9	RS	WINTER															
10		NA	300	31.10	36.39	5.29		17.0	3.66	34.76	40.06	15.2					
11		NA	400	39.98	45.19	5.21		13.0	4.88	44.86	50.07	11.6					
12		NA	500	48.85	53.99	5.14		10.5	6.10	54.95	60.09	9.4					
13		NA	800	75.46	80.37	4.91		6.5	9.76	85.22	90.13	5.8					
14		NA	1,000	93.20	97.97	4.77		5.1	12.20	105.40	110.17	4.5					
15		NA	1,500	119.59	124.00	4.41		3.7	18.29	137.88	142.29	3.2					
16		NA	3,000	198.76	202.06	3.30		1.7	36.59	235.35	238.65	1.4					
17		NA	6,000	357.09	358.20	1.11		0.3	73.18	430.27	431.38	0.3					
18	ORH	SUMMER															
19		NA	1,000	92.22	96.41	4.19		4.5	12.20	104.42	108.61	4.0					
20		NA	1,500	143.62	147.04	3.42		2.4	18.29	161.91	165.33	2.1					
21		NA	2,000	195.02	197.66	2.64		1.4	24.39	219.41	222.05	1.2					
22		NA	3,000	297.82	298.90	1.08		0.4	36.59	334.41	335.49	0.3					
23	ORH	WINTER															
24		NA	1,000	92.21	96.40	4.19		4.5	12.20	104.41	108.60	4.0					
25		NA	2,000	143.29	146.76	3.47		2.4	24.39	167.68	171.15	2.1					
26		NA	3,000	194.35	197.09	2.74		1.4	36.59	230.94	233.68	1.2					
27		NA	6,000	303.37	304.65	1.28		0.4	73.18	376.55	377.83	0.3					

(1) REFLECTS FUEL AND ECONOMY PURCHASED POWER RIDER (FPP) OF 1.2196 ¢ PER KWH AS OF JUNE 1, 2008.  
(2) INCLUDES RIDERS TOR, AAC, DSMR, RTC, IMF, SRT AS OF JUNE 1, 2008.

DUKE ENERGY OHIO  
CASE NO. 08-709-EL-AIR  
TYPICAL BILL COMPARISON  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2008  
ELECTRIC SERVICE

DATA: 3 MONTHS ACTUAL + 9 MONTHS ESTIMATED  
TYPE OF FILING: X ORIGINAL      UPDATED      REVISED  
WORK PAPER REFERENCE NO(S): SEE BELOW

SCHEDULE E-6  
PAGE 2 OF 7  
WITNESS:  
J.E. ZIOLKOWSKI

LINE NO.	RATE CODE	LEVEL of DEMAND (A)	LEVEL OFF-PEAK USE (B)	LEVEL ON-PEAK USE (B)	BILL DATA (2)					FUEL COST (I)	TOTAL CURRENT BILL (C + G)	TOTAL PROPOSED BILL (D + G)	PERCENT INCR/(DECR) (I-H) / H
					CURRENT BILL (C)	PROPOSED BILL (D)	INCR/(DECR) (D - C)	DOLLAR (E)	PERCENT (F)				
SUMMER													
1	TD	(KW)	(KWH)	(KWH)	(\$)	(\$)	(\$)	(\$)	(%)	(\$)	(\$)	(\$)	(%)
2		NA	1,000	400	116.35	121.06	4.71	4.0	4.0	17.07	133.42	138.13	3.5
3		NA	1,500	500	150.87	155.33	4.46	3.0	3.0	24.39	175.26	179.72	2.5
4		NA	1,460	540	156.35	160.76	4.41	2.8	2.8	24.39	180.74	185.15	2.4
5		NA	2,500	500	185.62	189.84	4.22	2.3	2.3	36.59	222.21	226.43	1.9
6		NA	2,700	600	209.71	213.76	4.05	1.9	1.9	40.25	249.96	254.01	1.6
7		NA	2,700	700	226.87	230.77	3.90	1.7	1.7	41.47	268.34	272.24	1.5
8		NA	2,800	700	230.35	234.22	3.87	1.7	1.7	42.69	273.04	276.91	1.4
9		NA	3,700	800	278.77	282.30	3.53	1.3	1.3	54.88	333.65	337.18	1.1
10		NA	4,500	1,000	340.87	343.93	3.06	0.9	0.9	67.08	407.95	411.01	0.8
WINTER													
11	TD	(KW)	(KWH)	(KWH)	(\$)	(\$)	(\$)	(\$)	(%)	(\$)	(\$)	(\$)	(%)
12		NA	1,000	400	102.67	107.50	4.83	4.7	4.7	17.07	119.74	124.57	4.0
13		NA	1,500	500	133.78	138.38	4.60	3.4	3.4	24.39	158.17	162.77	2.9
14		NA	1,460	540	137.89	142.45	4.56	3.3	3.3	24.39	162.28	166.84	2.8
15		NA	2,500	500	168.54	172.90	4.36	2.6	2.6	36.59	205.13	209.49	2.1
16		NA	2,700	600	189.21	193.42	4.21	2.2	2.2	40.25	229.46	233.67	1.8
17		NA	2,700	700	202.94	207.04	4.10	2.0	2.0	41.47	244.41	248.51	1.7
18		NA	2,800	700	206.42	210.49	4.07	2.0	2.0	42.69	249.11	253.18	1.6
19		NA	3,700	800	251.42	255.17	3.75	1.5	1.5	54.88	306.30	310.05	1.2
20		NA	4,500	1,000	306.69	310.04	3.35	1.1	1.1	67.08	373.77	377.12	0.9

(1) REFLECTS FUEL AND ECONOMY PURCHASED POWER RIDER (FPP) OF 1.2196 ¢ PER KWH AS OF JUNE 1, 2008.

(2) INCLUDES RIDERS TCR, AAC, DSMR, RTG, IMF, SRT AS OF JUNE 1, 2008.



DUKE ENERGY OHIO  
CASE NO. 08-709-EL-AIR  
TYPICAL BILL COMPARISON  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2008  
ELECTRIC SERVICE

DATA: 3 MONTHS ACTUAL + 9 MONTHS ESTIMATED  
TYPE OF FILING: ORIGINAL UPDATED REVISED  
WORK PAPER REFERENCE NO(S): SEE BELOW

SCHEDULE E-5  
PAGE 3 OF 7  
WITNESS:  
J.E. ZOLKOWSKI

LINE NO.	RATE CODE	LEVEL of DEMAND (A)	LEVEL of USE (B)	(KWH)	BILL DATA (2)										TOTAL CURRENT BILL (C + G) (H)	TOTAL PROPOSED BILL (D + G) (I)	PERCENT INCR/(DECR) (J) (J-I)/I
					CURRENT BILL (C) (S)	PROPOSED BILL (D) (S)	DOLLAR INCR/(DECR) (D - C) (E)		PERCENT INCR/(DECR) (E / C) (F)		FUEL COST (F) (G) (S)						
							(S)	(S)	(S)	(%)		(S)					
1	CUR		SUMMER														
2		NA	300		31.25	36.54		5.29		18.9		3.66	34.91		40.20	15.2	
3		NA	400		40.16	45.37		5.21		13.0		4.88	45.04		50.25	11.6	
4		NA	500		49.08	54.22		5.14		10.5		6.10	55.18		60.32	9.3	
5		NA	600		75.84	80.75		4.91		6.5		9.76	85.60		90.51	5.7	
6		NA	1,000		93.67	98.44		4.77		5.1		12.20	105.87		110.64	4.5	
7		NA	1,500		145.85	150.26		4.41		3.0		18.29	164.14		168.55	2.7	
8		NA	2,000		198.03	202.07		4.04		2.0		24.39	222.42		226.46	1.8	
9	CUR		WINTER														
10		NA	300		31.25	36.54		5.29		16.9		3.66	34.91		40.20	15.2	
11		NA	400		40.16	45.37		5.21		13.0		4.88	45.04		50.25	11.6	
12		NA	500		49.08	54.22		5.14		10.5		6.10	55.18		60.32	9.3	
13		NA	600		75.84	80.75		4.91		6.5		9.76	85.60		90.51	5.7	
14		NA	1,000		93.67	98.44		4.77		5.1		12.20	105.87		110.64	4.5	
15		NA	1,500		120.48	124.89		4.41		3.7		18.29	138.77		143.18	3.2	
16		NA	3,000		200.93	204.23		3.30		1.6		38.59	237.52		240.82	1.4	
17		NA	6,000		361.83	362.94		1.11		0.3		73.18	435.01		436.12	0.3	
18	RS3P		SUMMER														
19		NA	300		33.10	38.39		5.29		15.0		3.66	36.76		42.05	14.4	
20		NA	400		41.98	47.19		5.21		12.4		4.88	46.86		52.07	11.1	
21		NA	600		60.86	65.99		5.14		10.1		6.10	56.95		62.09	9.0	
22		NA	800		77.46	82.37		4.91		6.3		9.76	87.22		92.13	5.6	
23		NA	1,000		95.20	99.97		4.77		5.0		12.20	107.40		112.17	4.4	
24		NA	1,500		147.23	151.64		4.41		3.0		18.29	165.62		169.93	2.7	
25		NA	2,000		199.27	203.31		4.04		2.0		24.39	223.66		227.70	1.8	
26	RS3P		WINTER														
27		NA	300		33.10	38.39		5.29		18.0		3.66	36.76		42.05	14.4	
28		NA	400		41.98	47.19		5.21		12.4		4.88	46.86		52.07	11.1	
29		NA	500		50.86	55.99		5.14		10.1		6.10	56.95		62.09	9.0	
30		NA	600		77.46	82.37		4.91		6.3		9.76	87.22		92.13	5.6	
31		NA	1,000		95.20	99.97		4.77		5.0		12.20	107.40		112.17	4.4	
32		NA	1,500		121.59	126.00		4.41		3.6		18.29	139.88		144.29	3.2	
33		NA	3,000		200.78	204.08		3.30		1.6		38.59	237.35		240.85	1.4	
34		NA	6,000		359.09	360.20		1.11		0.3		73.18	432.27		433.38	0.3	

(1) REFLECTS FUEL AND ECONOMY PURCHASED POWER RIDER (FPP) OF 1.2198 ¢ PER KWH AS OF JUNE 1, 2008.

(2) INCLUDES RIDERS TCR, AAC, DSMR, RTC, INF, SRT FOR BOTH RATE CUR AND RS3P AND RIDER DRI FOR RATE CUR AS OF JUNE 1, 2008.

DUKE ENERGY OHIO  
CASE NO. 08-709-EL-AIR  
TYPICAL BILL COMPARISON  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2008  
ELECTRIC SERVICE

SCHEDULE E-5  
PAGE 4 OF 7  
WITNESS:  
J.E. ZIOLKOWSKI

DATA: 3 MONTHS ACTUAL + 9 MONTHS ESTIMATED  
TYPE OF FILING: X ORIGINAL      UPDATED      REVISED  
WORK PAPER REFERENCE NO(S): SEE BELOW

LINE NO.	RATE CODE	LEVEL of DEMAND (A)	LEVEL of USE (B)	BILL DATA (2)							TOTAL CURRENT BILL (C + G)	TOTAL PROPOSED BILL (D + G)	PERCENT INCR/(DECR) (I-H) / (J-I)
				CURRENT BILL (C)	PROPOSED BILL (D)	DOLLAR		PERCENT INCR/(DECR) (E / C)	FUEL COST (I)				
						INCR/(DECR) (D - C)	(E)						
		(KW)	(KWH)	(\$)	(\$)	(\$)	(%)	(\$)	(\$)	(\$)	(\$)	(%)	
1	DS	30	6,000	672.20	739.92	67.72	10.1	71.32	743.52	811.24	9.1		
2		30	9,000	774.65	842.37	67.72	8.7	106.98	881.63	949.35	7.7		
3		30	12,000	838.14	905.86	67.72	8.1	142.64	980.78	1,048.50	6.9		
4		50	10,000	1,110.35	1,206.54	96.19	8.7	118.87	1,229.22	1,325.41	7.8		
5		50	15,000	1,281.09	1,377.28	96.19	7.5	178.31	1,459.40	1,555.59	6.6		
6		50	20,000	1,386.92	1,483.11	96.19	6.9	237.74	1,624.66	1,720.85	5.9		
7		75	15,000	1,658.02	1,789.80	131.78	7.9	178.31	1,836.33	1,968.11	7.2		
8		75	20,000	1,828.75	1,960.53	131.78	7.2	237.74	2,066.49	2,198.27	6.4		
9		75	30,000	2,072.85	2,204.63	131.78	6.4	356.61	2,429.46	2,561.24	5.4		
10		100	20,000	2,205.69	2,373.06	167.37	7.6	237.74	2,443.43	2,610.80	6.8		
11		100	30,000	2,547.16	2,714.53	167.37	6.6	356.61	2,903.77	3,071.14	5.8		
12		100	40,000	2,758.81	2,926.18	167.37	6.1	475.48	3,234.29	3,401.66	5.2		
13		300	60,000	6,587.07	7,039.18	452.11	6.9	713.22	7,300.29	7,752.40	6.2		
14		300	90,000	7,611.48	8,063.59	452.11	5.9	1,068.83	8,681.31	9,133.42	5.2		
15		300	120,000	8,246.43	8,698.54	452.11	5.5	1,426.44	9,672.87	10,124.98	4.7		
16		500	100,000	10,968.45	11,705.30	736.85	6.7	1,188.70	12,157.15	12,894.00	6.1		
17		500	200,000	13,734.05	14,470.90	736.85	5.4	2,377.40	16,111.45	16,848.30	4.6		
18		500	300,000	15,850.55	16,587.40	736.85	4.6	3,566.10	19,416.65	20,153.50	3.8		
19	EH	WINTER											
20		NA	9,400	566.00	639.02	73.02	12.9	111.74	677.74	750.76	10.8		
21		NA	23,600	1,398.34	1,543.91	145.57	10.4	280.53	1,678.87	1,824.44	8.7		
22		NA	37,800	2,230.89	2,448.81	218.12	9.8	449.33	2,680.02	2,898.14	8.1		

(1) REFLECTS FUEL AND ECONOMY PURCHASED POWER RIDER (FPP) OF 1.1887¢ PER KWH AS OF JUNE 1, 2008.  
(2) INCLUDES RIDERS TCR, AAC, DSMR, RTC, IMF, SRT AND DRI AS OF JUNE 1, 2008.  
(3) CUSTOMER CHARGE IS BASED ON THREE PHASE SERVICE.

DUKE ENERGY OHIO  
CASE NO. 08-709-EL-AIR  
TYPICAL BILL COMPARISON  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2008  
ELECTRIC SERVICE

DATA: 3 MONTHS ACTUAL + 9 MONTHS ESTIMATED  
TYPE OF FILING: X ORIGINAL      UPDATED      REVISED  
WORK PAPER REFERENCE NO(S): SEE BELOW

SCHEDULE E-6  
PAGE 5 OF 7  
WITNESS:  
J.E. ZIOLKOWSKI

LINE NO.	RATE CODE	LEVEL of DEMAND (A)	LEVEL of USE (B)	BILL DATA (2)					FUEL COST (1)	TOTAL CURRENT BILL (C + G)	TOTAL PROPOSED BILL (D + G)	PERCENT INCR/DECR (I-H) / H
				CURRENT BILL (C)	PROPOSED BILL (D)	INCR/DECR (D - C)	DOLLAR (E)	PERCENT (F)				
		(KW)	(KWH)	(\$)	(\$)	(\$)	(\$)	(%)	(\$)	(\$)	(\$)	(%)
1	DM	SUMMER										
2		1	72	16.57	16.19	(0.38)		(2.3)	0.86	17.43	17.05	(2.2)
3		1	144	25.66	24.89	(0.76)		(3.0)	1.71	27.36	26.60	(2.8)
4		1	288	43.80	42.27	(1.53)		(3.5)	3.42	47.22	45.69	(3.2)
5		5	360	52.87	50.97	(1.90)		(3.6)	4.28	57.15	55.25	(3.3)
6		5	720	98.24	94.43	(3.81)		(3.9)	8.56	106.80	102.99	(3.6)
7		5	1,440	188.98	181.37	(7.61)		(4.0)	17.12	206.10	198.49	(3.7)
8		10	720	98.24	94.43	(3.81)		(3.9)	8.56	106.80	102.99	(3.6)
9		10	1,440	188.98	181.37	(7.61)		(4.0)	17.12	206.10	198.49	(3.7)
10		10	2,880	362.98	348.14	(14.84)		(4.1)	34.23	397.21	382.37	(3.7)
11		15	1,080	143.82	137.91	(5.91)		(4.0)	12.84	156.66	150.75	(3.6)
12		15	2,160	278.72	268.30	(10.42)		(4.1)	25.68	305.40	293.98	(3.7)
13		15	4,320	409.59	394.12	(15.47)		(3.8)	51.35	460.94	445.47	(3.4)
14		15	6,480	473.46	457.17	(16.29)		(3.4)	77.03	550.49	534.20	(3.0)
15	DM	WINTER										
16		1	72	14.64	14.37	(0.27)		(1.8)	0.86	15.50	15.23	(1.7)
17		1	144	21.79	21.24	(0.55)		(2.5)	1.71	23.50	22.95	(2.3)
18		1	288	36.07	34.98	(1.09)		(3.0)	3.42	39.49	38.40	(2.8)
19		5	360	43.22	41.85	(1.37)		(3.2)	4.28	47.50	46.13	(2.9)
20		5	720	78.93	76.20	(2.73)		(3.5)	8.56	87.49	84.76	(3.1)
21		5	1,440	150.37	144.90	(5.47)		(3.6)	17.12	167.49	162.02	(3.3)
22		10	720	78.93	76.20	(2.73)		(3.5)	8.56	87.49	84.76	(3.1)
23		10	1,440	150.37	144.90	(5.47)		(3.6)	17.12	167.49	162.02	(3.3)
24		10	2,880	287.89	277.23	(10.66)		(3.7)	34.23	322.12	311.46	(3.3)
25		15	1,080	114.66	110.56	(4.10)		(3.6)	12.84	127.50	123.40	(3.2)
26		15	2,160	221.80	213.60	(8.20)		(3.7)	25.68	247.48	239.28	(3.3)
27		15	4,320	334.51	323.22	(11.29)		(3.4)	51.35	385.86	374.57	(2.9)
28		15	6,480	398.17	386.06	(12.11)		(3.0)	77.03	475.20	463.09	(2.5)

(1) REFLECTS FUEL AND ECONOMY PURCHASED POWER RIDER (FPP) OF 1.1887¢ PER KWH AS OF JUNE 1, 2008.  
(2) INCLUDES RIDERS TCR, AAC, DSWR, RTC, IMF, SRT AND DRW AS OF JUNE 1, 2008.  
(3) CUSTOMER CHARGE IS BASED ON SINGLE PHASE SERVICE.

DUKE ENERGY OHIO  
CASE NO. 08-709-EL-AIR  
TYPICAL BILL COMPARISON  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2008  
ELECTRIC SERVICE

SCHEDULE E-5  
PAGE 6 OF 7  
WITNESS:  
J.E. ZIOLKOWSKI

DATA: 3 MONTHS ACTUAL + 9 MONTHS ESTIMATED  
TYPE OF FILING: X ORIGINAL      UPDATED      REVISED  
WORK PAPER REFERENCE NO(S): SEE BELOW

LINE NO.	RATE CODE	LEVEL of DEMAND (A)	LEVEL of USE (B)	BILL DATA (2)					FUEL COST (I)	TOTAL CURRENT BILL (C + G)	TOTAL PROPOSED BILL (D + G)	PERCENT INCR/DECR (I-H)/H
				CURRENT BILL (C)	PROPOSED BILL (D)	INCR/DECR (D - C)	DOLLAR INCR/DECR (E)	PERCENT INCR/DECR (E / C)				
			(KWH)	(\$)	(\$)	(\$)	(\$)	(%)	(\$)	(\$)	(\$)	(%)
1	DP	100	14,400	2,032.93	2,354.18	321.25	321.25	15.8	171.17	2,204.10	2,525.35	14.8
2		100	28,800	2,535.09	2,856.34	321.25	321.25	12.7	342.35	2,877.44	3,198.69	11.2
3		100	43,200	2,877.08	3,198.31	321.25	321.25	11.2	513.52	3,390.58	3,711.83	9.5
4		200	28,800	3,915.84	4,508.34	592.50	592.50	15.1	342.35	4,258.19	4,950.69	13.9
5		200	57,600	4,920.18	5,512.68	592.50	592.50	12.0	684.69	5,604.87	6,197.37	10.8
6		200	86,400	5,604.11	6,196.61	592.50	592.50	10.6	1,027.04	6,631.15	7,223.65	8.9
7		300	43,200	5,799.77	6,662.52	863.75	863.75	14.9	513.52	6,312.29	7,176.04	13.7
8		300	86,400	7,305.28	8,169.03	863.75	863.75	11.8	1,027.04	8,332.32	9,196.07	10.4
9		300	129,600	8,331.16	9,194.91	863.75	863.75	10.4	1,540.56	9,871.72	10,735.47	8.7
10		500	72,000	9,564.61	10,970.86	1,406.25	1,406.25	14.7	855.86	10,420.47	11,828.72	13.5
11		500	144,000	12,075.46	13,481.71	1,406.25	1,406.25	11.6	1,711.73	13,787.19	15,193.44	10.2
12		500	216,000	13,785.28	15,191.53	1,406.25	1,406.25	10.2	2,567.59	16,352.87	17,759.12	8.8
13		800	115,200	15,213.37	17,433.37	2,220.00	2,220.00	14.6	1,369.38	16,582.75	18,802.75	13.4
14		800	230,400	19,230.74	21,450.74	2,220.00	2,220.00	11.5	2,738.76	21,969.50	24,189.50	10.1
15		800	345,600	21,966.44	24,186.44	2,220.00	2,220.00	10.1	4,108.15	26,074.58	28,294.58	8.5
16		1000	144,000	18,979.21	21,741.71	2,762.50	2,762.50	14.6	1,711.73	20,690.94	23,453.44	13.4
17		1000	288,000	24,000.92	26,763.42	2,762.50	2,762.50	11.5	3,423.46	27,424.38	30,186.88	10.1
18		1000	432,000	27,420.55	30,183.05	2,762.50	2,762.50	10.1	5,135.18	32,555.73	35,318.23	8.5
19		1500	216,000	27,490.12	31,608.87	4,118.75	4,118.75	15.0	2,567.59	30,057.71	34,176.46	13.7
20		1500	432,000	35,022.69	39,141.44	4,118.75	4,118.75	11.8	5,135.18	40,157.87	44,276.62	10.3
21		1500	648,000	40,152.13	44,270.88	4,118.75	4,118.75	10.3	7,702.78	47,854.91	51,973.66	8.6
22		3000	432,000	53,022.84	61,210.34	8,187.50	8,187.50	15.4	5,135.18	58,158.02	66,345.52	14.1
23		3000	864,000	68,087.97	76,275.47	8,187.50	8,187.50	12.0	10,270.37	78,358.34	86,545.84	10.4
24		3000	1,296,000	78,346.86	86,534.36	8,187.50	8,187.50	10.5	15,405.55	93,752.41	101,938.91	8.7

(1) REFLECTS FUEL AND ECONOMY PURCHASED POWER RIDER (FPP) OF 1.1887 ¢ PER KWH AS OF JUNE 1, 2008.  
(2) INCLUDES RIDERS TCR, AAC, DSMR, RTC, IMF, SRT AND DRI AS OF JUNE 1, 2008.

DUKE ENERGY OHIO  
CASE NO. 08-709-EL-AIR  
TYPICAL BILL COMPARISON  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2008  
ELECTRIC SERVICE

DATA: 3 MONTHS ACTUAL + 9 MONTHS ESTIMATED  
TYPE OF FILING: X ORIGINAL      UPDATED      REVISED  
WORK PAPER REFERENCE NO(S): SEE BELOW

SCHEDULE E-5  
PAGE 7 OF 7  
WITNESS:  
J.E. ZIOLKOWSKI

LINE NO.	RATE CODE	LEVEL of DEMAND (A)	LEVEL of USE (B)	BILL DATA (2)								TOTAL CURRENT BILL (C + G) (H)	TOTAL PROPOSED BILL (D + G) (I)	PERCENT INCR/(DECR) (I-H) /H (J)
				CURRENT BILL (C)	PROPOSED BILL (D)	DOLLAR		PERCENT						
						INCR/(DECR) (D - C) (E)	(F) (%)	FUEL COST (1) (G)	(J) (%)					
		(KVA)	(KWH)	(\$)	(\$)	(\$)	(%)	(\$)	(\$)	(\$)	(\$)	(\$)	(%)	
1	TS	1,000	200,000	17,718.50	17,572.50	(146.00)	(0.8)	2,336.00	20,054.50	19,908.50	(0.7)			
2		1,000	400,000	22,074.00	21,928.00	(146.00)	(0.7)	4,672.00	26,746.00	26,600.00	(0.5)			
3		2,500	500,000	44,071.25	43,631.25	(440.00)	(1.0)	5,840.00	49,911.25	49,471.25	(0.9)			
4		2,500	1,000,000	54,960.00	54,520.00	(440.00)	(0.8)	11,680.00	66,640.00	66,200.00	(0.7)			
5		5,000	1,000,000	87,992.50	87,062.50	(930.00)	(1.1)	11,680.00	99,672.50	98,742.50	(0.9)			
6		5,000	2,000,000	109,770.00	108,840.00	(930.00)	(0.8)	23,360.00	133,130.00	132,200.00	(0.7)			
7		10,000	2,000,000	175,835.00	173,925.00	(1,910.00)	(1.1)	23,360.00	199,195.00	197,285.00	(1.0)			
8		10,000	4,000,000	219,390.00	217,480.00	(1,910.00)	(0.9)	46,720.00	266,110.00	264,200.00	(0.7)			
9		10,000	6,000,000	259,886.00	257,976.00	(1,910.00)	(0.7)	70,080.00	329,966.00	328,056.00	(0.6)			
10		20,000	4,000,000	351,520.00	347,650.00	(3,870.00)	(1.1)	46,720.00	398,240.00	394,370.00	(1.0)			
11		20,000	8,000,000	438,630.00	434,760.00	(3,870.00)	(0.9)	93,440.00	532,070.00	528,200.00	(0.7)			
12		20,000	12,000,000	519,622.00	515,752.00	(3,870.00)	(0.7)	140,160.00	659,782.00	655,912.00	(0.6)			
13		40,000	16,000,000	877,110.00	869,320.00	(7,790.00)	(0.9)	186,880.00	1,063,990.00	1,056,200.00	(0.7)			
14		40,000	24,000,000	1,039,094.00	1,031,304.00	(7,790.00)	(0.7)	280,320.00	1,319,414.00	1,311,624.00	(0.6)			
15		80,000	32,000,000	1,667,712.00	1,652,082.00	(15,630.00)	(0.9)	373,760.00	2,041,472.00	2,025,842.00	(0.8)			
16		80,000	48,000,000	1,991,680.00	1,976,050.00	(15,630.00)	(0.8)	560,640.00	2,552,320.00	2,536,690.00	(0.6)			
17		160,000	64,000,000	3,191,344.00	3,160,034.00	(31,310.00)	(1.0)	747,520.00	3,938,864.00	3,907,554.00	(0.8)			
18		160,000	96,000,000	3,839,280.00	3,807,970.00	(31,310.00)	(0.8)	1,121,280.00	4,960,560.00	4,929,250.00	(0.6)			

(1) REFLECTS FUEL AND ECONOMY PURCHASED POWER RIDER (FPP) OF 1.1680 ¢ PER KWH AS OF JUNE 1, 2008.  
(2) INCLUDES RIDERS TCR, AAC, DSMR, RTC, IMF, SRT AND DRI AS OF JUNE 1, 2008.

5



SANDRA P MEYER  
President  
Duke Energy Ohio  
Duke Energy Kentucky

139 E. Fourth Street  
EA503  
Cincinnati, OH 45202

513 419 5499  
513 419 5522 fax  
spmeyer@duke-energy.com

June 24, 2008

Re: Application of Duke Energy Ohio, Inc., for an Increase in  
Electric Distribution Rates

To Whom it May Concern:

I am writing to let you know that Duke Energy Ohio, Inc. (DE-Ohio) will be filing its application with the Public Utilities Commission of Ohio (Commission) next month to increase our electric distribution rates. This request seeks to recognize in rates DE-Ohio's investments to improve the reliability of its electric delivery system over the last 3 years.

If approved by the Commission, the new electric distribution rates will take effect in 2009.

DE-Ohio's formal notice of intent to apply for new rates is enclosed. These rates are subject to change after the Commission holds public evidentiary hearings. While this letter is a formal notice to you, we also have representatives available to discuss our rate proposal. If you have any questions about our rate proposal, please call our Rates Department at (513) 419-5181 and we will respond to your inquiries.

If you have other questions regarding our service, please call your DE-Ohio customer service manager. As always, we value your role as our customers and as the elected representatives of the communities we serve.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Sandra P. Meyer', written over a horizontal line.

Sandra P. Meyer  
President

## **SUMMARY OF PROPOSED RATES**



**DUKE ENERGY OHIO**  
CASE NO. 08-709-EL-AIR  
CASE NO. 08-710-EL-ATA  
CASE NO. 08-711-EL-AAM  
SUMMARY OF PROPOSED DISTRIBUTION RATES

CASE NO. 08-709-EL-AIR  
CASE NO. 08-710-EL-ATA  
CASE NO. 08-711-EL-AAM  
Tab 5 to Filing Notice

	<u>CURRENT</u>	<u>PROPOSED</u>
<b><u>Rate RS</u></b>		
<b>Summer:</b>		
Customer Charge	\$4.50	\$10.00 / Month
Energy Charge		
First 1,000 kWh	\$0.019949	\$0.019217 / kWh
Additional kWh	\$0.019949	\$0.019217 / kWh
<b>Winter:</b>		
Customer Charge	\$4.50	\$10.00 / Month
Energy Charge		
First 1,000 kWh	\$0.019949	\$0.019217 / kWh
Additional kWh	\$0.019949	\$0.019217 / kWh
<b><u>Rate ORH</u></b>		
<b>Summer:</b>		
Customer Charge	\$4.50	\$10.00 / Month
Energy Charge		
First 1,000 kWh	\$0.023426	\$0.022115 / kWh
Additional kWh	\$0.027749	\$0.026196 / kWh
In excess of 150 times Customer's Demand	\$0.027749	\$0.026196 / kWh
<b>Winter:</b>		
Customer Charge	\$4.50	\$10.00 / Month
Energy Charge		
First 1,000 kWh	\$0.023426	\$0.022115 / kWh
Additional kWh	\$0.012939	\$0.012215 / kWh
In excess of 150 times Customer's Demand	0.008723	\$0.008235 / kWh
<b><u>Rate TD</u></b>		
<b>Summer:</b>		
Customer Charge	\$13.00	\$18.50 / Month
Energy Charge		
On Peak kWh	\$0.037141	\$0.035777 / kWh
Off Peak kWh	\$0.006479	\$0.006241 / kWh
<b>Winter:</b>		
Customer Charge	\$13.00	\$18.50 / Month
Energy Charge		
On Peak kWh	\$0.029514	\$0.028430 / kWh
Off Peak kWh	\$0.006474	\$0.006236 / kWh
<b><u>Rate CUR</u></b>		
<b>Summer:</b>		
Customer Charge	\$4.50	\$10.00 / Month
Energy Charge		

**DUKE ENERGY OHIO**  
 CASE NO. 08-709-EL-AIR  
 CASE NO. 08-710-EL-ATA  
 CASE NO. 08-711-EL-AAM  
**SUMMARY OF PROPOSED DISTRIBUTION RATES**

CASE NO. 08-709-EL-AIR  
 CASE NO. 08-710-EL-ATA  
 CASE NO. 08-711-EL-AAM  
 Tab 5 to Filing Notice

	<u>CURRENT</u>	<u>PROPOSED</u>
First 1,000 kWh	\$0.019949	\$0.019217 / kWh
Additional kWh	\$0.019949	\$0.019217 / kWh
<b>Winter:</b>		
Customer Charge	\$4.50	\$10.00 / Month
Energy Charge		
First 1,000 kWh	\$0.019949	\$0.019217 / kWh
Additional kWh	\$0.019949	\$0.019217 / kWh
<b><u>Rate RS3P</u></b>		
<b>Summer:</b>		
Customer Charge	\$6.50	\$12.00 / Month
Energy Charge		
First 1,000 kWh	\$0.019949	\$0.019217 / kWh
Additional kWh	\$0.019949	\$0.019217 / kWh
<b>Winter:</b>		
Customer Charge	\$6.50	\$12.00 / Month
Energy Charge		
First 1,000 kWh	\$0.019949	\$0.019217 / kWh
Additional kWh	\$0.019949	\$0.019217 / kWh
<b><u>Rate DS</u></b>		
Customer Charge		
Single Phase Service	\$7.50	\$20.00 / Month
Single and/or Three Phase Service	\$15.00	\$40.00 / Month
Demand Charge		
All kilowatts	\$3.7908	\$5.2145 / kW
<b><u>Rate GS-FL</u></b>		
Distribution Charge		
For Load Range 540 to 720 Hours		
Use Per Month	\$0.015329	\$0.019649 / kWh
For Load Less Than 540 Hours		
Use Per Month	\$0.017587	\$0.022543 / kWh
Minimum Bill Charge	\$5.00	\$5.00 / Month
<b><u>Rate EH</u></b>		
Customer Charge		
Single Phase Service	\$7.50	\$20.00 / Month
Three Phase Service	\$15.00	\$40.00 / Month
Primary Voltage Service	\$150.00	\$200.00 / Month
Energy Charge	\$0.011356	\$0.016465 / kWh

DUKE ENERGY OHIO  
CASE NO. 08-709-EL-AIR  
CASE NO. 08-710-EL-ATA  
CASE NO. 08-711-EL-AAM  
SUMMARY OF PROPOSED DISTRIBUTION RATES

CASE NO. 08-709-EL-AIR  
CASE NO. 08-710-EL-ATA  
CASE NO. 08-711-EL-AAM  
Tab 5 to Filing Notice

	<u>CURRENT</u>	<u>PROPOSED</u>
<b><u>Rate DM</u></b>		
<b>Summer:</b>		
Customer Charge		
Single Phase Service	\$7.50	\$7.50 / Month
Three Phase Service	\$15.00	\$15.00 / Month
Energy Charge		
First 2,800 kWh	\$0.035471	\$0.030185 / kWh
Next 3,200 kWh	\$0.002951	\$0.002511 / kWh
Additional kWh	\$0.001252	\$0.001065 / kWh
<b>Winter:</b>		
Customer Charge		
Single Phase Service	\$7.50	\$7.50 / Month
Three Phase Service	\$15.00	\$15.00 / Month
Energy Charge		
First 2,800 kWh	\$0.025462	\$0.021668 / kWh
Next 3,200 kWh	\$0.002951	\$0.002511 / kWh
Additional kWh	\$0.001252	\$0.001065 / kWh
<b><u>Rate DP</u></b>		
Customer Charge		
Primary Voltage Service	\$150.00	\$200.00 / Month
Demand Charge		
All kilowatts	\$2.9370	\$5.6495 / kW
<b><u>Rate TS</u></b>		
Customer Charge	\$150.00	\$200.00 / Month
Primary Voltage Service		
Demand Charge		
All kilovolts	\$0.1960	\$0.0000 / kVa
<b><u>Rate RTP</u></b>		
Program Charge	\$183.00	\$325.00 / Month
Energy Charge		
Rate DS	\$0.012088	\$0.018495 / kWh
Rate DP	\$0.006838	\$0.029502 / kWh
Rate TS	\$0.000327	\$0.000000 / kWh

**Lighting Distribution Rates**

	<u>CURRENT</u>	<u>PROPOSED</u>
<b><u>Rate SL</u></b>		
<b><u>Distribution Energy &amp; Equipment Charge</u></b>		

**DUKE ENERGY OHIO**  
 CASE NO. 08-709-EL-AIR  
 CASE NO. 08-710-EL-ATA  
 CASE NO. 08-711-EL-AAM  
**SUMMARY OF PROPOSED DISTRIBUTION RATES**

CASE NO. 08-709-EL-AIR  
 CASE NO. 08-710-EL-ATA  
 CASE NO. 08-711-EL-AAM  
 Tab 5 to Filing Notice

	<u>CURRENT</u>	<u>PROPOSED</u>
<b>Overhead Distribution</b>		
<b>Standard Fixture (Cobra Head)</b>		
<u>Mercury Vapor</u>		
7,000 Lumen	\$3.002	\$3.072 / Unit
7,000 Lumen (Open Refractor)	\$2.944	\$3.013 / Unit
10,000 Lumen	\$3.052	\$3.123 / Unit
21,000 Lumen	\$3.089	\$3.161 / Unit
<u>Metal Halide</u>		
14,000 Lumen	\$3.002	\$3.072 / Unit
20,500 Lumen	\$3.052	\$3.123 / Unit
<u>Sodium Vapor</u>		
9,500 Lumen	\$5.310	\$5.434 / Unit
9,500 Lumen (Open Refractor)	\$5.106	\$5.225 / Unit
16,000 Lumen	\$5.760	\$5.894 / Unit
22,000 Lumen	\$5.720	\$5.853 / Unit
27,500 Lumen	\$5.720	\$5.853 / Unit
50,000 Lumen	\$6.999	\$7.162 / Unit
<b>Decorative Fixture</b>		
<u>Sodium Vapor</u>		
9,500 Lumen (Rectilinear)	\$9.215	\$9.430 / Unit
22,000 Lumen (Rectilinear)	\$9.318	\$9.535 / Unit
50,000 Lumen (Rectilinear)	\$9.320	\$9.537 / Unit
50,000 Lumen (Setback)	\$12.795	\$13.093 / Unit
 <b>Spans of Secondary Overhead Wiring</b>		
per 50 foot increments, beyond first 150 feet	\$0.380	\$0.390 / 50 ft Increment
 <u><b>Distribution Energy &amp; Equipment Charge</b></u>		
<b>Underground Distribution</b>		
<b>Standard Fixture (Cobra Head)</b>		
<u>Mercury Vapor</u>		
7,000 Lumen	\$2.540	\$2.599 / Unit
7,000 Lumen (Open Refractor)	\$3.097	\$3.169 / Unit
10,000 Lumen	\$2.538	\$2.597 / Unit
21,000 Lumen	\$2.611	\$2.672 / Unit
<u>Sodium Vapor</u>		
9,500 Lumen	\$5.310	\$5.434 / Unit
22,000 Lumen	\$5.720	\$5.853 / Unit
27,500 Lumen	\$5.720	\$5.853 / Unit
50,000 Lumen	\$6.999	\$7.162 / Unit
<b>Decorative Fixture</b>		
<u>Mercury Vapor</u>		
7,000 Lumen (Town & Country)	\$5.428	\$5.554 / Unit
7,000 Lumen (Holophane)	\$5.791	\$5.926 / Unit
7,000 Lumen (Gas Replica)	\$14.449	\$14.786 / Unit
7,000 Lumen (Aspen)	\$7.907	\$8.091 / Unit
<u>Metal Halide</u>		
14,000 Lumen (Granville)	\$7.907	\$8.091 / Unit
14,000 Lumen (Town & Country)	\$5.428	\$5.554 / Unit
14,500 Lumen (Gas Replica)	\$14.449	\$14.786 / Unit
<u>Sodium Vapor</u>		

**DUKE ENERGY OHIO**  
**CASE NO. 08-709-EL-AIR**  
**CASE NO. 08-710-EL-ATA**  
**CASE NO. 08-711-EL-AAM**  
**SUMMARY OF PROPOSED DISTRIBUTION RATES**

CASE NO. 08-709-EL-AIR  
 CASE NO. 08-710-EL-ATA  
 CASE NO. 08-711-EL-AAM  
 Tab 5 to Filing Notice

		<u>CURRENT</u>	<u>PROPOSED</u>
9,500	Lumen (Town & Country)	\$8.970	\$9.179 / Unit
9,500	Lumen (Holophane)	\$9.281	\$9.497 / Unit
9,500	Lumen (Rectilinear)	\$9.420	\$9.639 / Unit
9,500	Lumen (Gas Replica)	\$16.998	\$17.394 / Unit
9,500	Lumen (Aspen)	\$9.782	\$10.010 / Unit
16,000	Lumen (Aspen)	\$5.760	\$5.894 / Unit
22,000	Lumen (Rectilinear)	\$9.318	\$9.535 / Unit
50,000	Lumen (Rectilinear)	\$8.911	\$9.119 / Unit
50,000	Lumen (Setback)	\$12.795	\$13.093 / Unit
Spans of Secondary Underground Wiring per 25 foot increments, beyond first 25 feet		\$0.810	\$0.830 / 25 ft Increment
Pole Charges			
Wood			
17 foot	(Laminated)	\$4.04	\$4.13 / Pole
30 foot		\$4.41	\$4.51 / Pole
35 foot		\$4.66	\$4.77 / Pole
40 foot		\$5.39	\$5.52 / Pole
Aluminum			
12 foot		\$11.82	\$12.10 / Pole
28 foot		\$6.56	\$6.71 / Pole
28 foot	(Heavy Duty)	\$6.66	\$6.82 / Pole
30 foot	(Anchor Base)	\$19.72	\$20.18 / Pole
Fiberglass			
17 foot	(Laminated)	\$4.05	\$4.14 / Pole
30 foot	(Bronze)	\$8.76	\$8.96 / Pole
35 foot	(Bronze)	\$8.86	\$9.07 / Pole
40 foot		\$5.38	\$5.51 / Pole
Steel			
27 foot	(11 Gauge)	\$16.17	\$16.55 / Pole
27 foot	( 3 Gauge)	\$21.90	\$22.40 / Pole

**Rate TL**

Base Rate			
Distribution Energy & Equipment Charge			
- Company Supplies Energy Only	\$0.003660	0.003745 / kWh	
- Company Supplies Energy From A Separately Metered Source With Limited Maintenance	\$0.024476	0.025046 / kWh	
- Company Supplies Energy With Limited Maintenance	\$0.025607	0.026204 / kWh	

**Rate OL**

Distribution Energy & Equipment Charge			
Private Outdoor Lighting Service			
Standard Fixture (Cobra Head)			
<u>Mercury Vapor</u>			
7,000	Lumen (Open Refractor)	\$5.479	\$5.607 / Unit

**DUKE ENERGY OHIO**  
CASE NO. 08-709-EL-AIR  
CASE NO. 08-710-EL-ATA  
CASE NO. 08-711-EL-AAM  
SUMMARY OF PROPOSED DISTRIBUTION RATES

CASE NO. 08-709-EL-AIR  
CASE NO. 08-710-EL-ATA  
CASE NO. 08-711-EL-AAM  
Tab 5 to Filing Notice

		<u>CURRENT</u>	<u>PROPOSED</u>
7,000	Lumen	\$9.307	\$9.524 / Unit
10,000	Lumen	\$9.499	\$9.720 / Unit
21,000	Lumen	\$10.461	\$10.705 / Unit
<u>Metal Halide</u>			
14,000	Lumen	\$9.307	\$9.524 / Unit
20,500	Lumen	\$9.499	\$9.720 / Unit
36,000	Lumen	\$10.461	\$10.705 / Unit
<u>Sodium Vapor</u>			
9,500	Lumen (Open Refractor)	\$5.597	\$5.727 / Unit
9,500	Lumen	\$7.273	\$7.442 / Unit
16,000	Lumen	\$8.582	\$8.782 / Unit
22,000	Lumen	\$8.194	\$8.385 / Unit
27,500	Lumen	\$7.273	\$7.442 / Unit
27,500	Lumen	\$8.194	\$8.385 / Unit
50,000	Lumen	\$7.285	\$7.455 / Unit
Decorative Fixture			
<u>Mercury Vapor</u>			
7,000	Lumen (Town & Country)	\$12.461	\$12.751 / Unit
7,000	Lumen (Aspen)	\$17.730	\$18.143 / Unit
<u>Sodium Vapor</u>			
9,500	Lumen (Town & Country)	\$19.008	\$19.451 / Unit
9,500	Lumen (Holophane)	\$19.728	\$20.188 / Unit
9,500	Lumen (Gas Replica)	\$35.163	\$35.982 / Unit
22,000	Lumen (Rectilinear)	\$20.879	\$21.366 / Unit
Flood Lighting Service Overhead Distribution			
<u>Mercury Vapor</u>			
21,000	Lumen	\$9.674	\$9.899 / Unit
<u>Metal Halide</u>			
20,500	Lumen	\$7.150	\$7.317 / Unit
36,000	Lumen	\$9.674	\$9.899 / Unit
<u>Sodium Vapor</u>			
9,500	Lumen	\$6.752	\$6.909 / Unit
22,000	Lumen	\$7.150	\$7.317 / Unit
30,000	Lumen	\$7.150	\$7.317 / Unit
50,000	Lumen	\$7.867	\$8.050 / Unit

**Rate NSU**

**Distribution Energy & Equipment Charge**

**Base Rate**

**-Company Owned**

Street Boulevard Units and 15 and 30 Foot

**Steel Poles Served Underground**

1,000	Lumen	Incandescent	\$6.104	\$6.246 / Unit
4,000	Lumen	Incandescent	\$12.795	\$13.093 / Unit
6,000	Lumen	Incandescent	\$12.364	\$12.652 / Unit
50,000	Lumen	Sodium Vapor	\$11.436	\$11.702 / Unit

Street Light Units Served Overhead

**On Company Owned Pole**

2,500	Lumen	Incandescent	\$3.780	\$3.868 / Unit
6,000	Lumen	Incandescent	\$1.436	\$1.469 / Unit

**DUKE ENERGY OHIO**  
CASE NO. 08-709-EL-AIR  
CASE NO. 08-710-EL-ATA  
CASE NO. 08-711-EL-AAM  
SUMMARY OF PROPOSED DISTRIBUTION RATES

CASE NO. 08-709-EL-AIR  
CASE NO. 08-710-EL-ATA  
CASE NO. 08-711-EL-AAM  
Tab 5 to Filing Notice

			<u>CURRENT</u>	<u>PROPOSED</u>
2,500	Lumen	Mercury Vapor	\$4.083	\$4.178 / Unit
-Customer Owned				
Lighting System on Steel Poles Served either				
Overhead or Underground with Limited				
Maintenance				
21,000	Lumen	Mercury Vapor	\$0.127	\$0.130 / Unit
Fixtures Mounted on Company Owned Pole				
Served Underground in Conduit With				
Limited Maintenance				
21,000	Lumen	Mercury Vapor		
(2 fixtures per pole)			\$9.940	\$10.172 / Unit

**Rate NSP**

Distribution Energy & Equipment Charge

Private Outdoor Lighting Service

9,500	Lumen	Sodium Vapor	\$8.602	\$8.802 / Unit
2,500	Lumen	Mercury Vapor (Open Refractor)	\$6.771	\$6.929 / Unit
2,500	Lumen	Mercury Vapor (Encl. Refractor)	\$9.572	\$9.795 / Unit

Outdoor Lighting Service in Underground

Residential Distribution Areas

7,000	Lumen	Mounted on 17 Ft Fiberglass Pole	\$12.216	\$12.501 / Unit
7,000	Lumen	Mounted on 30 Ft Wood Pole	\$10.999	\$11.255 / Unit

Flood Lighting Service in Overhead Distribution Areas

52,000	Lumen	Mercury Vapor (35 Ft Wood Pole)	\$9.389	\$9.608 / Unit
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**Rate SC**

Distribution Energy & Equipment Charge

Base Rate

Standard Fixture (Cobra Head)

Mercury Vapor

21,000	Lumen		\$0.280	\$0.287 / Unit
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Sodium Vapor

9,500	Lumen		\$1.099	\$1.125 / Unit
16,000	Lumen		\$1.099	\$1.125 / Unit
22,000	Lumen		\$1.100	\$1.126 / Unit
27,500	Lumen		\$0.421	\$0.431 / Unit
50,000	Lumen		\$0.641	\$0.656 / Unit

Decorative Fixture

Sodium Vapor

16,000	Lumen		\$1.406	\$1.439 / Unit
22,000	Lumen		\$0.925	\$0.947 / Unit
50,000	Lumen		\$0.948	\$0.970 / Unit

Customer Owned and Maintained Units

Distribution Charge Only			\$0.004290	\$0.004390 / kWh
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**DUKE ENERGY OHIO**  
**CASE NO. 08-709-EL-AIR**  
**CASE NO. 08-710-EL-ATA**  
**CASE NO. 08-711-EL-AAM**  
**SUMMARY OF PROPOSED DISTRIBUTION RATES**

CASE NO. 08-709-EL-AIR  
CASE NO. 08-710-EL-ATA  
CASE NO. 08-711-EL-AAM  
Tab 5 to Filing Notice

**CURRENT      PROPOSED**

New lighting units installed on or after January 1, 2009 will not be eligible for Rate SC.

**Rate SE**

**Distribution Energy & Equipment Charge**

Base Rate

Decorative Fixture

**Mercury Vapor**

7,000	Lumen	(Town & Country)	\$3.302	\$3.379 / Unit
7,000	Lumen	(Holophane)	\$3.256	\$3.332 / Unit
7,000	Lumen	(Gas Replica)	\$3.256	\$3.332 / Unit
7,000	Lumen	(Aspen)	\$3.256	\$3.332 / Unit

**Sodium Vapor**

9,500	Lumen	(Town & Country)	\$5.310	\$5.434 / Unit
9,500	Lumen	(Holophane)	\$5.212	\$5.333 / Unit
9,500	Lumen	(Rectilinear)	\$5.310	\$5.434 / Unit
9,500	Lumen	(Gas Replica)	\$5.212	\$5.333 / Unit
9,500	Lumen	(Aspen)	\$5.212	\$5.333 / Unit
22,000	Lumen	(Rectilinear)	\$5.556	\$5.685 / Unit
50,000	Lumen	(Rectilinear)	\$6.999	\$7.162 / Unit

**Metal Halide**

14,000	Lumen	(Town & Country)	\$3.302	\$3.379 / Unit
14,000	Lumen	(Granville)	\$3.256	\$3.332 / Unit
14,400	Lumen	(Rectangular Cutoff)	\$9.236	\$9.451 / Unit
14,500	Lumen	(Gas Replica)	\$3.256	\$3.332 / Unit
36,000	Lumen	(Low Profile)	\$7.962	\$8.148 / Unit

**Rate UOLS**

Base Rate

Distribution Charges	\$0.004293	0.004393 / kWh
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**Rider ED, Rider UR, and Rider BR**

Rider ED (Economic Development), Rider UR (Urban Development), and Rider BR (Brownfield Redevelopment) are being combined into a new single rider called Rider DIR (Development Incentive Rider).

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



DUKE ENERGY OHIO, INC.

NOTICE OF INTENT TO FILE

This document constitutes DE-Ohio's Notice of Intent to file for an increase in electric distribution rates, application for tariff approval for its electric distribution service, and DE-Ohio's Notice of Intent to file an application for approval of a change in accounting methods.

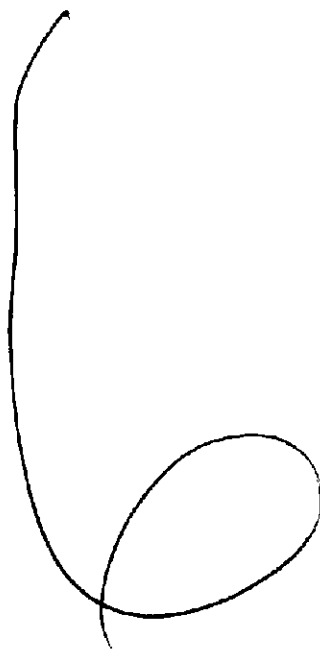
SERVICE AREA INCLUDED

The entire electric service area of DE-Ohio will be included in the application for an increase in electric distribution rates, application for tariff approval for its electric distribution service, and the application for approval of a change in accounting methods.

TEST YEAR AND DATE CERTAIN

Test Year – Twelve Months ended December 31, 2008

Date Certain – March 31, 2008



LIST OF INTERVENORS IN  
LAST DUKE ENERGY OHIO, INC. DISTRIBUTION RATE CASE  
CASE NO. 05-59-EL-AIR

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