

# LARGE FILING SEPARATOR SHEET

CASE NUMBER    08-709-EL-AIR  
                    08-710-EL-ATA  
                    08-711-EL-AAM  
                    06-718-EL-ATA

FILE DATE      2/23/2009

SECTION    Part 2 of 2

NUMBER OF PAGES    129

DESCRIPTION OF DOCUMENT

Deposition of Donald Stork

**Duke Energy Ohio, Inc.**  
**Case No. 08-709-EL-AIR**  
**Ohio Cable Telecommunications Association**  
**First Set Production of Documents**  
**Date Received: October 24, 2008**

**OCTA-POD-01-001**

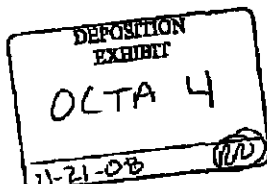
**REQUEST:**

Please provide a copy of all Staff information and document requests and all Duke responses to Staff information and document requests that relate to pole attachment issues.

**RESPONSE:**

See Attachment OCTA-POD-01-001.

**PERSON RESPONSIBLE: N/A**



Duke Energy Ohio, Inc.  
Case No. 08-709-EL-AIR  
PUCO Twenty-Seventh Set Staff Data Requests  
Date Received: October 24, 2008

**STAFF-DR-27-001**

**REQUEST:**

An electronic, unlocked, version of Attachment DLS – 2:

**RESPONSE:**

See Attachment STAFF-DR-27-001 provided via CD.

**WITNESS RESPONSIBLE:** Donald L. Storck

**Duke Energy Ohio, Inc.**  
**Case No. 08-709-EL-AIR**  
**PUCO Twenty-Seventh Set Staff Data Requests**  
**Date Received: October 24, 2008**

**STAFF-DR-27-002**

**REQUEST:**

For each input on DLS – 2, indicate the source of the input, as follows:

- a. for inputs that come directly from 2007 Duke Ohio FERC Form 1, indicate the page and line number where the input may be found.
- b. for inputs that do not come directly from 2007 Duke Ohio FERC Form 1, indicate the basis for each input (e.g., calculated result, other source, assumption), provide the calculation showing how the input was derived (if applicable), and provide source documents in support of input.

**RESPONSE.**

- a. The source for inputs that come directly from 2007 Duke Ohio FERC Form 1 are as follows:

A. Poles, Towers, & Structures (Acctg. 364)	\$284,835,121	FERC Form 1, Page 207, Line 84 Column g
B. Accum. Depr. - Distribution Plant	\$581,861,422	FERC Form 1, Page 219, Line 28 Column a.
C. Gross Investment - Distribution Plant	\$1,927,976,622	FERC Form 1, Page 207, Line 76 Column g
E. Mics of Overhead Lines (Acctg. 593)	\$28,170,919	FERC Form 1, Page 322, Line 148 Column b.
F. Overhead Conductors & Devices (Acctg. 365)	\$283,463,264	FERC Form 1, Page 207, Line 88 Column g.
G. Services (Acctg. 369)	\$49,836,936	FERC Form 1, Page 207, Line 89 Column g.
I. Admin. & Gen. Exps. (Acctg. 920-935)	\$243,358,986	FERC Form 1, Page 323, Line 187 Column b.
J. Utility Plant In Service	\$7,116,488,388	FERC Form 1, Page 200, Line 8 Column a.
K. Accum. Depr. - Utility Plant In Service	\$2,489,856,356	FERC Form 1, Page 200, Line 22 Column a.
L. Taxes Other Than Income Taxes (Acctg. 408.1)	\$179,693,697	FERC Form 1, Page 114, Line 14 Column g.
M. Income Taxes - Federal (Acctg. 408.1)	\$124,568,273	FERC Form 1, Page 114, Line 15 Column g.
N. Income Taxes - Other (Acctg. 408.1)	\$18,281,377	FERC Form 1, Page 114, Line 16 Column g.
O. Prov. for Deferred Inc. Taxes (Acctg. 410.1)	\$44,971,772	FERC Form 1, Page 114, Line 17 Column g.
P. (Less) Prov. for Def. Inc. Taxes - Cr. (Acctg. 411.1)	-\$38,638,146	FERC Form 1, Page 114, Line 18 Column g.
Q. Investment Tax Credit Adj. - Net (Acctg. 411.4)	-\$1,318,357	FERC Form 1, Page 114, Line 19 Column g.
R. Accumulated Deferred Inc. Taxes (Acct. 180)	-\$12,076,399	FERC Form 1, Page 234, Line 8, Column a.
1. ADIT for Poles (Acct 364)	-\$483,036	Deferred Tax Calculation Worksheet
2. ADIT for Overhead Conductor (Acct 365)	-\$480,641	Deferred Tax Calculation Worksheet
3. ADIT for Services (Acct 369)	-\$84,535	Deferred Tax Calculation Worksheet

**Duke Energy Ohio, Inc.**  
**Case No. 08-709-EL-AIR**  
**PUCO Twenty-Seventh Set Staff Data Requests**  
**Date Received: October 24, 2008**

**STAFF-DR-27-003**

**REQUEST:**

Regarding Terms and Conditions, Paragraph 6 (Inspections), of the proposed tariff, indicate the basis of the proposed charges. If charges wholly or partly based upon cost, provide documentation supporting cost basis:

**RESPONSE:**

The unauthorized attachment fee described in Paragraph 6 (Inspections) of the Terms and Conditions is not intended to be a cost-recovery item. Rather, the fee is intended to deter third parties from attaching to Duke Energy Ohio's facilities without the requisite permission to do so. (See, e.g., Ohio Edison Company PUCO No. 11 (eff. Jan. 1, 2003) (allowing for imposition of penalties for unauthorized attachments); *In Re Order Instituting Rulemaking on the Commission's Own Motion Into Competition for Local Exchange Service, et al.*, Public Utilities Commission of the State of California Case No. R.95-04-043 (authorizing imposition of penalties of \$500 per unauthorized attachment). (*Petition of Verizon New York Inc. for Resolution against Time Warner Cable Inc. Relative to Billing for Unauthorized Pole Attachments*, Public Commission of the State of New York Case No. 07-M-0655 (authorizing back billing at three times the pole rental charge calculated back to date of completion of the audit or date the stipulation is signed); and, Or. Admin. R. 860-028-0140 (Penalty of \$100 per unauthorized attachment, plus five years' back rental if the attacher did not participate in the audit; otherwise, the penalty is five years' back rental if the attacher participated in the audit or self-reported).

**WITNESS RESPONSIBLE:** Donald L. Storck

**Duke Energy Ohio, Inc.**  
**Case No. 08-709-EL-AIR**  
**PUCO Twenty-Seventh Set Staff Data Requests**  
**Date Received: October 24, 2008**

**STAFF-DR-27-004**

**REQUEST:**

Regarding Terms and Conditions, Paragraph 7 (Safety Violations), of the proposed tariff, indicate the basis of the proposed charge. If charge wholly or partly based upon cost, provide documentation supporting cost basis.

**RESPONSE:**

The safety violation fee described in Paragraph 7 (Safety Violations) of the Terms and Conditions is not intended to be a cost-recovery item. Rather, the fee is intended to deter those entities that attach to Duke Energy Ohio's facilities from installing attachments in contravention of the applicable safety codes and regulations. (See Or. Admin. R. 860-028-0150 (Oregon provision allowing for \$200 penalty per safety violation).)

**WITNESS RESPONSIBLE:** Donald L. Storck

Duke Energy Ohio, Inc.  
Case No. 08-709-EL-AIR  
PUCO Fourteenth Set Staff Data Requests  
Date Received: September 18, 2008  
Due Date: September 28, 2008

STAFF-DR-14-001

**REQUEST:**

Using the attached spreadsheet, please add the same revenue information for months April-June 2008.

**RESPONSE:**

See Attachment Staff-DR-14-001, which shows the journal entry number and system ID for each revenue account for the months of January through June 2008.

**PERSON RESPONSIBLE:** William Don Wathen Jr.

DUKE ENERGY OHIO  
 ELECTRIC DEPARTMENT  
 SOURCE OF ACTUAL REVENUE

PUCO Data Requests  
 Case No. 08-709-EL-AIR  
 Staff-DR-14-001  
 Page 1 of 10

Responsibility	(All)
LOB Code	(All)
LOB Desc	(All)
Service	D

Sum of Dist Amount		Accounting Period		200,801	200,802	200,803	200,804
Account	Account Description	Journal Entry Number	System ID				
440800	Elec Rev Residential - General	ED262	SGJ	(24,802,668.05)	(23,304,328.58)	(22,610,770.04)	(18,371,694.48)
		ED267	SGJ	24,891,056.16	23,298,748.50	22,694,134.70	18,361,358.54
	Elec Rev Residential - General Total			(11,612.89)	(6,579.08)	(18,635.34)	(10,434.05)
440504	RTC Revenue - Residential	ED267	SGJ	(4,130,483.03)	(3,822,485.82)	(3,678,988.69)	(3,057,380.99)
	RTC Revenue - Residential Total			(4,130,483.03)	(3,822,485.82)	(3,678,988.69)	(3,057,380.99)
440505	ED Ancillary Services-Resident	ED022	GLM	(27,804.76)	(26,256.44)	(24,089.00)	(18,886.78)
	ED Ancillary Services-Resident Total			(27,804.76)	(26,256.44)	(24,089.00)	(18,886.78)
440510	Elec Rev Residential-Unbilled	ED020	GLM	9,448,032.00	8,900,475.80	8,039,774.30	8,411,074.70
		ED021	GLM	(10,203,642.90)	(8,448,032.00)	(8,503,475.80)	(8,039,774.30)
		ED022	GLM	405,857.88	376,161.33	334,022.85	271,714.68
		ED023	GLM	(412,671.79)	(406,857.88)	(376,161.33)	(334,022.85)
		ED403	GLM	39,891,443.30	30,520,006.40	28,848,917.40	26,099,293.70
		ED404	GLM	(30,520,006.40)	(28,848,917.40)	(26,099,293.70)	(23,083,386.00)
		ED971	GLM	18,289,952.79	(7,408,342.22)	(7,183,308.58)	(6,633,102.70)
		ED983	GLM	7,408,342.22	7,183,308.58	6,633,102.70	5,082,547.18
	Elec Rev Residential-Unbilled Total			822,261.52	882,580.41	1,285,689.75	1,744,479.88
440513	Unbill Generation Rev-Resident	ED016	GLM	2,434,852.00	2,280,636.00	2,003,693.00	1,830,691.00
		ED019	GLM	(2,476,131.00)	(2,434,852.00)	(2,280,636.00)	(2,003,693.00)
	Unbill Generation Rev-Resident Total			(40,279.00)	(184,217.00)	(346,742.00)	(273,002.00)
440514	Unbilled RTC Rev - Residential	ED016	GLM	2,434,852.00	(2,280,636.00)	(2,003,693.00)	(1,830,691.00)
		ED019	GLM	2,476,131.00	2,434,852.00	2,280,636.00	2,003,693.00
	Unbilled RTC Rev - Residential Total			40,279.00	184,217.00	246,742.00	273,002.00
440515	Unbill ED Ancillary Svcs-Resid	ED022	GLM	(14,110.95)	(13,043.34)	(11,613.37)	(8,447.03)
		ED023	GLM	14,344.36	14,110.95	13,043.34	11,613.37
	Unbill ED Ancillary Svcs-Resid Total			233.41	1,067.61	1,429.97	2,166.34
440803	Res DSM	ED267	SGJ	(1,324,570.28)	(1,211,934.51)	(1,156,423.22)	(911,083.76)
	Res DSM Total			(1,324,570.28)	(1,211,934.51)	(1,156,423.22)	(911,083.76)
440810	Res Distribution	ED267	SGJ	(17,943,808.84)	(16,654,663.87)	(16,029,312.22)	(13,214,401.37)
	Res Distribution Total			(17,943,808.84)	(16,654,663.87)	(16,029,312.22)	(13,214,401.37)
440811	Res GRT OET	ED267	SGJ	(3,477,750.72)	(3,184,391.91)	(3,048,338.95)	(2,418,667.78)
	Res GRT OET Total			(3,477,750.72)	(3,184,391.91)	(3,048,338.95)	(2,418,667.78)
440828	Res Distribution Reliability Invest	ED267	SGJ	(62.36)	(61.38)	(62.86)	(63.01)
	Res Distribution Reliability Invest Total			(62.36)	(61.38)	(62.86)	(63.01)
440831	Res Merger Savings Cred Rider	ED267	SGJ	(28.94)	(14.44)	11.70	(6.10)
	Res Merger Savings Cred Rider Total			(28.94)	(14.44)	11.70	(6.10)
440703	Res Transp DSM	ED267	SGJ	(23,006.65)	(20,330.96)	(19,012.48)	(15,584.45)
	Res Transp DSM Total			(23,006.65)	(20,330.96)	(19,012.48)	(15,584.45)
440710	Res Transp Distribution	ED267	SGJ	(307,148.54)	(276,350.14)	(260,585.67)	(221,252.85)
	Res Transp Distribution Total			(307,148.54)	(276,350.14)	(260,585.67)	(221,252.85)
440711	Res Transp GRT OET	ED267	SGJ	(60,422.78)	(53,478.12)	(50,118.81)	(41,392.78)
	Res Transp GRT OET Total			(60,422.78)	(53,478.12)	(50,118.81)	(41,392.78)
440716	Res Transp Rate Stabilization	ED267	SGJ	623.26	(13.14)		
	Res Transp Rate Stabilization Total			623.26	(13.14)		
440728	Res Transp Distribut Reliability Invest	ED267	SGJ	(1.81)	(1.79)	(1.71)	(1.71)
	Res Transp Distribut Reliability Invest Total			(1.81)	(1.79)	(1.71)	(1.71)
440731	Res Transp Merger Savings Cred Rider	ED267	SGJ	(2.21)	(0.19)		(0.42)
	Res Transp Merger Savings Cred Rider Total			(2.21)	(0.19)		(0.42)
440800	Elec Rev Resid-Transportatio	ED262	SGJ	(606,883.11)	(456,487.74)	(429,422.71)	(382,876.67)
		ED267	SGJ	506,721.83	458,427.74	428,597.90	392,876.67
	Elec Rev Resid-Transportatio Total			99,861.72	0.00	165.18	0.00
440804	Transp RTC Rev - Residential	ED267	SGJ	(71,778.82)	(64,505.08)	(61,121.13)	(52,458.00)
	Transp RTC Rev - Residential Total			(71,778.82)	(64,505.08)	(61,121.13)	(52,458.00)
440810	Elec Rev Resid-Transp Unbill	ED014	GLM	41,841.00	36,556.00	32,336.00	27,071.00
		ED016	GLM	(43,878.00)	(41,841.00)	(36,556.00)	(32,336.00)
		ED403	GLM	254,000.00	248,000.00	222,000.00	198,000.00
		ED404	GLM	(248,000.00)	(222,000.00)	(198,000.00)	(169,000.00)
	Elec Rev Resid-Transp Unbill Total			4,262.00	21,014.00	21,480.00	21,735.00
440814	Unbill Trans RTC Rev - Resident	ED014	GLM	(41,841.00)	(36,556.00)	(32,336.00)	(27,071.00)
		ED016	GLM	43,878.00	41,841.00	36,556.00	32,336.00
	Unbill Trans RTC Rev - Resident Total			1,738.00	4,985.00	4,150.00	5,265.00
442506	Elec Rev Commercial - General	ED262	SGJ	(13,221,144.82)	(12,984,734.54)	(12,942,546.85)	(12,851,821.57)
		ED267	SGJ	13,959,807.14	12,834,408.28	12,774,674.89	12,653,768.00
	Elec Rev Commercial - General Total			(162,337.68)	(150,326.26)	(167,871.96)	(198,053.57)
442504	RTC Revenue - Commercial	ED267	SGJ	(3,512,847.53)	(3,434,463.07)	(3,377,895.29)	(3,270,238.97)
	RTC Revenue - Commercial Total			(3,512,847.53)	(3,434,463.07)	(3,377,895.29)	(3,270,238.97)
442505	ED Ancillary Services - Commer	ED022	GLM	(21,772.53)	(21,735.18)	(21,543.09)	(21,103.54)
	ED Ancillary Services - Commer Total			(21,772.53)	(21,735.18)	(21,543.09)	(21,103.54)
442510	Elec Rev Commercial - Unbilled	ED020	GLM	8,571,373.90	8,580,897.80	8,422,540.00	7,857,999.70
		ED021	GLM	(7,996,818.10)	(6,571,373.80)	(6,580,897.80)	(6,422,540.00)
		ED022	GLM	306,740.23	288,681.01	282,266.82	282,103.62
		ED023	GLM	(321,284.91)	(300,740.23)	(288,681.01)	(282,288.82)
		ED403	GLM	18,994,563.50	17,308,406.10	17,486,751.40	17,177,766.50



DUKE ENERGY OHIO  
 ELECTRIC DEPARTMENT  
 SOURCE OF ACTUAL REVENUE

PUCO Data Request  
 Case No. 08-709-EL-AIR  
 Staff-OR-14-001  
 Page 2 of 36

Responsible (All)
LOB Code (All)
LOB Desc (All)
Service D

Sum of Their Amount			Accounting Period			
Account ID	Account Description	Journal Entry Number	System ID	200.001	200.002	200.003
442610	Elec Rev Commercial - Unbilled	ED404	GLM	(17,208,406.10)	(17,485,751.40)	(17,177,798.50)
		ED871	GLM	(5,450,183.43)	(4,884,002.66)	(4,854,844.80)
		ED983	GLM	(4,684,002.66)	(4,864,844.80)	(4,845,228.07)
	Elec Rev Commercial - Unbilled Total			(27,342,592.19)	(27,234,598.86)	(26,877,871.37)
442613	Unbill Generation Rev-Comm	ED018	GLM	1,847,582.00	1,874,772.00	1,824,483.00
		ED019	GLM	(2,077,371.00)	(1,947,582.00)	(1,874,772.00)
	Unbill Generation Rev-Comm Total			(129,889.00)	(72,810.00)	(50,319.00)
442614	Unbilled RTC Rev - Commercial	ED018	GLM	1,847,582.00	1,874,772.00	1,824,483.00
		ED019	GLM	(2,077,371.00)	(1,947,582.00)	(1,874,772.00)
	Unbilled RTC Rev - Commercial Total			(129,889.00)	(72,810.00)	(50,319.00)
442615	Unbill ED Ancillary Svcs-Comm	ED022	GLM	(10,287.62)	(9,907.96)	(9,654.83)
		ED023	GLM	(10,993.63)	(10,287.62)	(9,907.96)
	Unbill ED Ancillary Svcs-Comm Total			(21,281.25)	(20,195.58)	(19,562.79)
442650	Elec Rev Industrial - General	ED262	SGJ	(4,828,806.74)	(4,935,858.28)	(4,757,412.44)
		ED267	SGJ	(4,788,887.59)	(4,801,816.41)	(4,740,216.11)
	Elec Rev Industrial - General Total			(9,617,694.33)	(9,737,674.69)	(9,497,628.55)
442654	RTC Revenue - Industrial	ED267	SGJ	(1,822,576.71)	(1,951,553.66)	(1,866,850.32)
		ED980	GLM	(45,778.35)	(43,268.08)	(44,492.49)
		ED985	GLM	(43,268.08)		(58,482.49)
	RTC Revenue - Industrial Total			(1,868,345.06)	(1,994,821.74)	(1,911,342.81)
442655	ED Ancillary Services - Indust	ED022	GLM	(11,287.48)	(11,848.67)	(11,072.24)
		ED023	GLM	(11,287.48)	(11,848.67)	(11,072.24)
	ED Ancillary Services - Indust Total			(22,574.96)	(23,697.34)	(22,144.48)
442660	Elec Rev Industrial - Unbilled	ED020	GLM	2,369,487.90	2,490,496.90	2,616,463.80
		ED021	GLM	(2,630,578.50)	(2,369,487.90)	(2,490,496.90)
		ED022	GLM	(104,025.60)	(104,348.60)	(105,680.58)
		ED023	GLM	(115,666.08)	(102,025.60)	(104,848.80)
		ED404	GLM	(6,702,330.60)	(5,915,778.60)	(6,291,852.70)
		ED405	GLM	(6,702,330.60)	(5,915,778.60)	(6,291,852.70)
		ED671	GLM	(2,081,582.97)	(1,766,971.67)	(1,849,321.85)
		ED983	GLM	(1,766,971.67)	(1,849,321.85)	(1,868,881.87)
	Elec Rev Industrial - Unbilled Total			(288,910.22)	(69,700.12)	(81,893.72)
442663	Unbill Generation Rev-Indus	ED018	GLM	787,794.00	812,250.00	826,185.00
		ED019	GLM	(885,718.00)	(787,794.00)	(812,250.00)
	Unbill Generation Rev-Indus Total			(98,924.00)	(75,544.00)	(86,065.00)
442664	Unbill RTC Revenue-Industrial	ED018	GLM	787,794.00	812,250.00	826,185.00
		ED019	GLM	(885,718.00)	(787,794.00)	(812,250.00)
	Unbill RTC Revenue-Industrial Total			(98,924.00)	(75,544.00)	(86,065.00)
442665	Unbill ED Ancillary Svcs-Indus	ED022	GLM	(3,491.71)	(3,587.67)	(3,616.67)
		ED023	GLM	(3,980.71)	(3,491.71)	(3,587.67)
	Unbill ED Ancillary Svcs-Indus Total			(7,472.42)	(7,079.38)	(7,204.34)
442666	Com DSM	ED267	SGJ	(215,343.18)	(201,894.79)	(195,635.38)
	Com DSM Total			(215,343.18)	(201,894.79)	(195,635.38)
442610	Com Distribution	ED267	SGJ	(6,861,706.95)	(6,796,114.47)	(6,742,925.74)
	Com Distribution Total			(6,861,706.95)	(6,796,114.47)	(6,742,925.74)
442611	Com GRT OET	ED267	SGJ	(1,993,790.84)	(1,886,123.84)	(1,837,377.23)
	Com GRT OET Total			(1,993,790.84)	(1,886,123.84)	(1,837,377.23)
442628	Com Distribution Reliability Invest	ED267	SGJ	(358,884.28)	(335,712.35)	(331,663.88)
	Com Distribution Reliability Invest Total			(358,884.28)	(335,712.35)	(331,663.88)
442631	Com Marger Savings Cred Rider	ED267	SGJ	2.51	(12.12)	(10.45)
	Com Marger Savings Cred Rider Total			2.51	(12.12)	(10.45)
442633	Ind DSM	ED267	SGJ	(79,471.51)	(78,771.15)	(75,184.55)
	Ind DSM Total			(79,471.51)	(78,771.15)	(75,184.55)
442660	Ind Distribution	ED267	SGJ	(1,884,672.81)	(1,882,036.85)	(1,854,354.58)
		ED980	GLM	5,582.00	5,282.12	
		ED985	GLM	(5,282.12)		(215,779.57)
	Ind Distribution Total			(1,884,672.81)	(1,876,754.73)	(2,070,134.15)
442661	Ind GRT OET	ED267	SGJ	(777,781.23)	(760,950.80)	(691,535.99)
		ED980	GLM			(805,764.68)
	Ind GRT OET Total			(777,781.23)	(760,950.80)	(897,300.67)
442667	Ind Transition Cost Rider	ED982	GLM	72,473.40	68,229.66	63,478.82
		ED985	GLM	(63,229.66)		(83,478.82)
	Ind Transition Cost Rider Total			9,243.74	68,229.66	(20,000.00)
442678	Ind Distribution Reliability Invest	ED267	SGJ	(112,888.43)	(112,986.79)	(111,821.50)
		ED980	GLM			(112,243.79)
	Ind Distribution Reliability Invest Total			(112,888.43)	(112,986.79)	(224,065.29)
442681	Ind Marger Savings Cred Rider	ED267	SGJ	(0.88)	0.24	0.38
	Ind Marger Savings Cred Rider Total			(0.88)	0.24	0.38
442703	Com Transp DSM	ED267	SGJ	(4,771.21)	(4,827.78)	(4,504.01)
		ED980	GLM			(4,395.08)

DUKE ENERGY OHIO  
 ELECTRIC DEPARTMENT  
 SOURCE OF ACTUAL REVENUE

PUCO Data Request  
 Case No. 08-708-EL-AIR  
 Staff-DR-14-001  
 Page 3 of 10

Responsible	(All)
LOB Code	(All)
LOB Desc	(All)
Service	D

Sum of Disk Amount		Accounting Period		200,801	200,802	200,803	200,804
Account C	Account Description	Journal Entry Number	System ID				
442703	Com Transp DSM Total			(4,771.21)	(4,827.78)	(4,584.81)	(4,338.88)
442710	Com Transp Distribution	ED267	SGJ	(398,343.43)	(418,167.25)	(403,388.93)	(400,788.08)
	Com Transp Distribution Total			(398,343.43)	(418,167.25)	(403,388.93)	(400,788.08)
442711	Com Transp GRT OET	ED267	SGJ	(124,124.48)	(122,846.72)	(114,430.98)	(112,053.35)
	Com Transp GRT OET Total			(124,124.48)	(122,846.72)	(114,430.98)	(112,053.35)
442715	Com Transp Rate Stabilization	ED267	SGJ	(32,728.52)	(17,063.27)		6.38
	Com Transp Rate Stabilization Total			(32,728.52)	(17,063.27)		6.38
442728	Com Transp Distribn Reliability Investm	ED267	SGJ	(18,818.10)	(18,311.90)	(18,508.88)	(17,830.21)
	Com Transp Distribn Reliability Investm Total			(18,818.10)	(18,311.90)	(18,508.88)	(17,830.21)
442753	Ind Transp DSM	ED267	SGJ	(3,574.03)	(3,770.18)	(3,601.71)	(3,542.03)
	Ind Transp DSM Total	ED890	GLM	(3,574.03)	(3,770.18)	(3,601.71)	(3,542.03)
442760	Ind Transp Distribution	ED267	SGJ	(102,808.72)	(105,229.07)	(101,166.14)	(113,236.08)
	Ind Transp Distribution Total	ED990	GLM	(102,808.72)	(105,229.07)	(101,166.14)	(113,236.08)
442761	Ind Transp GRT OET	ED267	SGJ	(22,932.41)	(23,208.98)	(22,180.42)	(28,414.45)
	Ind Transp GRT OET Total	ED990	GLM	(22,932.41)	(23,208.98)	(22,180.42)	(28,414.45)
442768	Ind Transp Rate Stabilization	ED267	SGJ	(2,346.08)	(7.82)		4.21
	Ind Transp Rate Stabilization Total			(2,346.08)	(7.82)		4.21
442778	Ind Transp Distribn Reliability Investm	ED267	SGJ	(3,596.25)	(3,640.40)	(3,488.28)	(4,316.21)
	Ind Transp Distribn Reliability Investm Total	ED990	GLM	(3,596.25)	(3,640.40)	(3,488.28)	(4,316.21)
442800	Elec Rev Commercial-Transp	ED267	SGJ	(884,884.70)	(813,885.41)	(780,898.51)	(747,809.77)
	Elec Rev Commercial-Transp Total	ED367	SGJ	(884,884.70)	(813,885.41)	(780,898.51)	(747,809.77)
442803	Com Transp Generation	ED267	SGJ	0.00	8,388.88		826.40
	Com Transp Generation Total			0.00	8,388.88		826.40
442804	Transp RTC Rev - Commercial	ED267	SGJ	(201,236.24)	(209,036.64)	(198,523.36)	(193,213.14)
	Transp RTC Rev - Commercial Total			(201,236.24)	(209,036.64)	(198,523.36)	(193,213.14)
442810	Elec Rev Commer-Transp Unbilled	ED014	GLM	111,408.00	110,513.00	112,026.00	108,184.00
		ED015	GLM	(127,328.00)	(111,408.00)	(110,513.00)	(112,026.00)
		ED403	GLM	428,000.00	370,000.00	341,000.00	343,000.00
		ED404	GLM	(370,000.00)	(341,000.00)	(243,000.00)	(335,000.00)
	Elec Rev Commer-Transp Unbilled Total			43,079.00	28,105.00	4,988.00	4,168.00
442814	Unbilled Transp Rtc Rev-Commercial	ED014	GLM	(111,408.00)	(110,513.00)	(112,026.00)	(108,184.00)
	Unbilled Transp Rtc Rev-Commercial Total	ED015	GLM	127,328.00	111,408.00	110,513.00	112,026.00
442850	Elec Rev Indust-Transportation	ED267	SGJ	(188,087.47)	(181,088.78)	(173,098.60)	(168,812.98)
	Elec Rev Indust-Transportation Total	ED267	SGJ	(188,087.47)	(181,088.78)	(173,098.60)	(168,812.98)
442854	Transp RTC Rev - Industrial	ED267	SGJ	(44,560.12)	(45,231.17)	(43,471.34)	(48,998.78)
	Transp RTC Rev - Industrial Total	ED990	GLM	(44,560.12)	(45,231.17)	(43,471.34)	(48,998.78)
442860	Elec Rev Indust-Transp Unbilled	ED014	GLM	24,385.00	23,852.00	24,430.00	24,803.00
		ED015	GLM	(30,314.00)	(24,385.00)	(23,852.00)	(24,430.00)
		ED403	GLM	118,000.00	88,000.00	84,000.00	88,000.00
		ED404	GLM	(88,000.00)	(84,000.00)	(88,000.00)	(88,000.00)
	Elec Rev Indust-Transp Unbilled Total			17,071.00	11,467.00	(3,422.00)	(827.00)
442864	Unbilled Transp RTC Rev-Indust	ED014	GLM	(24,385.00)	(23,852.00)	(24,430.00)	(24,803.00)
	Unbilled Transp RTC Rev-Indust Total	ED015	GLM	30,314.00	24,385.00	23,852.00	24,430.00
444500	Public St And Highway Lighting	ED262	SGJ	(440,272.70)	(448,098.78)	(444,710.85)	(452,812.73)
	Public St And Highway Lighting Total	ED267	SGJ	(440,272.70)	(448,098.78)	(444,710.85)	(452,812.73)
444504	RTC Revenue - Pub St Lig	ED267	SGJ	(18,212.71)	(18,238.94)	(18,219.48)	(18,209.18)
	RTC Revenue - Pub St Lig Total			(18,212.71)	(18,238.94)	(18,219.48)	(18,209.18)
444505	ED Ancillary Svcs-Pub St Lig	ED027	GLM	(82.93)	(83.02)	(83.05)	(82.92)
	ED Ancillary Svcs-Pub St Lig Total			(82.93)	(83.02)	(83.05)	(82.92)
444503	SL DSM	ED267	SGJ	(68.78)	(62.80)	(64.47)	(58.48)
	SL DSM Total			(68.78)	(62.80)	(64.47)	(58.48)
444510	SL Distribution	ED267	SGJ	(370,382.41)	(370,696.78)	(368,911.03)	(367,052.18)
	SL Distribution Total			(370,382.41)	(370,696.78)	(368,911.03)	(367,052.18)
444511	SL GRT OET	ED267	SGJ	(34,922.51)	(34,921.48)	(34,788.80)	(34,778.74)
	SL GRT OET Total			(34,922.51)	(34,921.48)	(34,788.80)	(34,778.74)
444528	SL Distribn Reliability Investm	ED267	SGJ	(20,851.53)	(20,964.98)	(20,590.35)	(20,568.58)
	SL Distribn Reliability Investm Total			(20,851.53)	(20,964.98)	(20,590.35)	(20,568.58)
446504	RTC Revenue - OPA	ED267	SGJ	(854,316.71)	(853,913.88)	(828,407.08)	(838,884.45)
	RTC Revenue - OPA Total	ED962	GLM			(15,515.22)	
	ED Ancillary Services - OPA	ED966	GLM				15,513.22
445505	RTC Revenue - OPA Total	ED007	GLM	(854,316.71)	(853,913.88)	(840,922.28)	(841,448.23)
	ED Ancillary Services - OPA			(3,937.18)	(3,828.16)	(3,778.48)	(3,893.78)

DUKE ENERGY OHIO  
 ELECTRIC DEPARTMENT  
 SOURCE OF ACTUAL REVENUE

PUCO Data Request  
 Case No. 08-709-EL-AIR  
 Staff-08-14-001  
 Page 4 of 10

Response (All)	
LOB Code (All)	
LOB Desc (All)	
Service (D)	

Sum of Debit Amount				Accounting Period			
Account C	Account Description	Journal Entry Number	System ID	200,801	200,802	200,803	200,804
445505	ED Ancillary Services - OPA Total			(3,537.18)	(3,539.18)	(3,778.48)	(3,593.78)
445510	Sales Public Authority Other	ED262	SGJ	(1,988,058.88)	(1,942,900.85)	(1,994,421.92)	(2,102,274.58)
		ED267	SGJ	1,931,482.84	1,884,248.18	1,848,486.17	2,017,426.08
	Sales Public Authority Other Total			(66,577.12)	(68,652.68)	(47,935.75)	(84,848.50)
445513	Unbill Generation Rev-OPA	ED018	GLM	345,884.00	338,248.00	339,518.00	338,188.00
		ED019	GLM	(382,333.00)	(345,884.00)	(334,248.00)	(338,515.00)
	Unbill Generation Rev-OPA Total			(16,449.00)	(7,636.00)	1,269.00	(1,327.00)
445514	Unbilled RTC Revenue - OPA	ED018	GLM	(345,884.00)	(338,248.00)	(339,518.00)	(338,188.00)
		ED019	GLM	382,333.00	345,884.00	334,248.00	338,515.00
	Unbilled RTC Revenue - OPA Total			16,449.00	7,636.00	(1,269.00)	1,327.00
445520	Sales Public Authority-Unbill	ED020	GLM	1,093,890.00	1,082,868.00	1,102,809.00	1,382,198.00
		ED021	GLM	(1,189,010.00)	(1,093,890.00)	(1,082,868.00)	(1,102,809.00)
		ED022	GLM	80,683.27	48,050.81	41,889.85	48,848.52
		ED023	GLM	(89,858.80)	(60,082.27)	(42,090.57)	(48,838.88)
		ED403	GLM	3,804,830.00	2,783,084.00	2,848,862.00	3,880,932.00
		ED404	GLM	(2,783,084.00)	(2,848,862.00)	(2,848,862.00)	(2,848,862.00)
		ED971	GLM	(810,878.95)	(815,384.34)	(851,443.71)	(878,580.99)
		ED983	GLM	818,584.94	851,443.71	878,580.98	751,856.35
	Sales Public Authority-Unbill Total			11,478.35	(34,772.69)	34,518.33	(30,595.28)
445585	Unbilled ED Ancillary Svc-OPA	ED022	GLM	(1,720.73)	(1,888.27)	(1,578.72)	(1,871.42)
		ED023	GLM	1,808.67	1,720.73	1,888.27	1,878.72
	Unbilled ED Ancillary Svc-OPA Total			88.94	31.46	8.55	8.30
445603	OPA DSM	ED267	SGJ	(44,539.38)	(42,225.86)	(42,722.05)	(41,783.00)
		ED880	GLM				
		ED991	GLM				
	OPA DSM Total			(44,539.38)	(42,225.86)	(42,722.05)	(41,783.00)
445610	OPA Distribution	ED267	SGJ	(1,002,339.24)	(978,855.40)	(978,855.41)	(978,788.72)
		ED982	GLM				4,588.35
		ED995	GLM				
	OPA Distribution Total			(1,002,339.24)	(978,855.40)	(978,855.41)	(974,200.37)
445611	OPA GRT OET	ED267	SGJ	(315,189.81)	(295,838.38)	(294,488.98)	(282,337.48)
	OPA GRT OET Total			(315,189.81)	(295,838.38)	(294,488.98)	(282,337.48)
445617	OPA Transition Cost Rider	ED982	GLM				24,651.35
		ED995	GLM				
	OPA Transition Cost Rider Total						24,651.35
445628	OPA Distribn Reliability Incent	ED267	SGJ	(84,838.88)	(80,843.87)	(81,075.87)	(88,247.38)
		ED986	GLM				
		ED991	GLM				
	OPA Distribn Reliability Incent Total			(84,838.88)	(80,843.87)	(81,075.87)	(88,247.38)
445631	OPA Marger Savings Credit Rider	ED267	SGJ		0.45	1.10	
	OPA Marger Savings Credit Rider Total				0.45	1.10	
445703	OPA Transp DSM	ED267	SGJ	(3,533.43)	(3,788.20)	(3,318.58)	(3,177.25)
	OPA Transp DSM Total			(3,533.43)	(3,788.20)	(3,318.58)	(3,177.25)
445710	OPA Transp Distribution	ED267	SGJ	(144,818.18)	(158,820.00)	(126,788.98)	(143,294.84)
	OPA Transp Distribution Total			(144,818.18)	(158,820.00)	(126,788.98)	(143,294.84)
445711	OPA Transp GRT OET	ED267	SGJ	(38,891.97)	(41,880.83)	(38,887.83)	(35,711.83)
	OPA Transp GRT OET Total			(38,891.97)	(41,880.83)	(38,887.83)	(35,711.83)
445718	OPA Transp Rate Stabilization	ED267	SGJ	(2,289.02)	(1,135.05)		
	OPA Transp Rate Stabilization Total			(2,289.02)	(1,135.05)		
445728	OPA Trans Distribn Reliability Incent	ED267	SGJ	(8,840.45)	(7,385.08)	(6,507.48)	(8,287.30)
	OPA Trans Distribn Reliability Incent Total			(8,840.45)	(7,385.08)	(6,507.48)	(8,287.30)
445731	OPA Transp Marger Savings Credit Rider	ED267	SGJ				20.66
	OPA Transp Marger Savings Credit Rider Total						20.66
445804	Transp RTC Rev - OPA	ED267	SGJ	(83,262.53)	(89,711.18)	(81,194.85)	(88,028.82)
	Transp RTC Rev - OPA Total			(83,262.53)	(89,711.18)	(81,194.85)	(88,028.82)
445810	Elec Rev OPA-Transp Unbilled	ED014	GLM	38,783.00	43,803.00	41,838.00	38,674.00
		ED015	GLM	(48,811.00)	(39,783.00)	(43,803.00)	(41,838.00)
		ED483	GLM	183,000.00	134,000.00	135,000.00	130,000.00
		ED484	GLM	(134,000.00)	(133,000.00)	(130,000.00)	(127,000.00)
	Elec Rev OPA-Transp Unbilled Total			18,972.00	5,119.00	723.00	1,286.00
445814	Unbilled Trans RTC Rev - OPA	ED014	GLM	(39,783.00)	(43,803.00)	(41,838.00)	(38,674.00)
		ED015	GLM	48,811.00	39,783.00	43,803.00	41,838.00
	Unbilled Trans RTC Rev - OPA Total			9,028.00	(4,110.00)	2,277.00	1,782.00
445800	Inter Dept Sales - Elec	ED181	GLM	(8,244.78)	(7,083.65)	(14,343.18)	(4,484.84)
		ED985	GLM	42.14			
	Inter Dept Sales - Elec Total			(8,202.64)	(7,083.65)	(14,343.18)	(4,484.84)
451010	Misc Service Revenues	AR000	SGJ	(4,182.05)	(6,418.30)	(2,704.67)	(4,084.77)
		CA108	GLM	(77.00)	(28.80)		(21.00)
		CA087	GLM	(2,584.50)			
		ED282	SGJ	(38,873.84)	(36,714.86)	(42,711.30)	(44,453.83)
		CA074	GLM				
	Misc Service Revenues Total			(43,827.48)	(44,159.25)	(48,415.97)	(48,539.00)

DUKE ENERGY OHIO  
 ELECTRIC DEPARTMENT  
 SOURCE OF ACTUAL REVENUE

PUCO Data Request  
 Case No. 08-709-EL-AIR  
 Staff-OR-14-001  
 Page 5 of 10

Responsible (All)
LOB Code (All)
LOB Desc (All)
Service ID

Sum of Debit Amount				Accounting Period			
Account ID	Account Description	Journal Entry Number	System ID	200.801	200.802	200.803	200.804
451020	Misc Rev Reconnection Charge	ED282	SGJ	(8,567.00)	(38,823.00)	(80,546.00)	(54,783.00)
	Misc Rev Reconnection Charge Total			(8,567.00)	(38,823.00)	(80,546.00)	(54,783.00)
451040	Temporary Facilities	AR500	SGJ	(6,530.00)			
	Temporary Facilities Total	MS001	INV	(6,530.00)			
451050	Misc Rev Cust Diversen Exp	ED282	SGJ	(853.48)	(217.76)	(1,349.18)	(207.84)
	Misc Rev Cust Diversen Exp Total			(853.48)	(217.76)	(1,349.18)	(207.84)
451060	Misc Rev Bad Check Charge	ED282	SGJ	(20,230.00)	(12,060.00)	(13,510.00)	(14,108.00)
	Misc Rev Bad Check Charge Total			(20,230.00)	(12,060.00)	(13,510.00)	(14,108.00)
451070	Misc Rev - Field Coil Charge Elec	ED282	SGJ	(8,848.00)	(11,395.00)	(12,830.00)	(11,468.00)
	Misc Rev - Field Coil Charge Elec Total			(8,848.00)	(11,395.00)	(12,830.00)	(11,468.00)
454020	Rent Elec Other Equipment	AR500	SGJ	(3,115.45)			
	Rent Elec Other Equipment Total	ED282	SGJ	(28,818.23)	(27,168.23)	(26,806.23)	(28,393.00)
454080	Rent Land / Buildings - Affl	CA552	GLM	(14,073.00)	(14,073.00)	(14,073.00)	(14,073.00)
	Rent Land / Buildings - Affl Total			(14,073.00)	(14,073.00)	(14,073.00)	(14,073.00)
454100	Pole Contact Rentals	AR500	SGJ	(139,661.24)	(17,367.26)	(165,437.22)	(328,258.86)
	Pole Contact Rentals Total			(139,661.24)	(17,367.26)	(165,437.22)	(328,258.86)
454105	Rent Stores Facilities - Affl	CA552	GLM	(18,847.00)	(18,847.00)	(18,847.00)	(18,847.00)
	Rent Stores Facilities - Affl Total			(18,847.00)	(18,847.00)	(18,847.00)	(18,847.00)
454110	Rent Data Proc Equip - Affl	CA552	GLM	(1,341.00)	(1,341.00)	(1,341.00)	(1,341.00)
	Rent Data Proc Equip - Affl Total			(1,341.00)	(1,341.00)	(1,341.00)	(1,341.00)
454200	Other Rent-Electric Property	DK001	SGJ	(4,386.42)	(10,517.85)	(5,169.67)	(4,516.42)
	Other Rent-Electric Property Total	ED282	SGJ	(8,167.82)	(8,167.82)	(8,167.82)	(8,167.82)
454500	Rent Land & Building-Affl Co	PA503	GLM	(12,956.24)	(15,885.77)	(13,337.48)	(12,764.34)
	Rent Land & Building-Affl Co Total			(12,956.24)	(15,885.77)	(13,337.48)	(12,764.34)
455005	Other Electric Revenues	DK001	SGJ	(134,982.06)	(175,181.74)	(155,571.90)	(166,571.50)
	Other Electric Revenues Total			(134,982.06)	(175,181.74)	(155,571.90)	(166,571.50)
456015	Sale of Materials & Sales-Elec	AR500	SGJ	(1,888.68)			
	Sale of Materials & Sales-Elec Total	MS001	INV	(1,888.68)			
456075	Data Processing Service	CA108	GLM	(5,584.00)	(5,480.00)		(12,984.00)
	Data Processing Service Total	ED282	SGJ	(184.00)	(184.00)	(184.00)	(184.00)
				(5,768.00)	(5,664.00)		(13,168.00)
	Grand Total			(48,242,518.84)	(48,317,894.82)	(44,574,603.62)	(38,484,330.85)

DUKE ENERGY OHIO  
 ELECTRIC DEPARTMENT  
 SOURCE OF ACTUAL REVENUE

PUCO Data Request  
 Case No. 08-709-EL-AIR  
 Sheet-OR-14-001  
 Page 6 of 18

Responsible (All)
LOB Code (All)
LOB Desc (All)
Service ID

Sum of Dist Amount		Journal Entry Number	System ID	200,805	200,805	Grand Total
440500	Elec Rev Residential - General	ED257	SGJ	(18,129,488.29)	(21,897,242.81)	(128,315,806.20)
		ED257	SGJ	18,129,488.29	21,897,242.81	128,315,806.20
	Elec Rev Residential - General Total			(18,129,488.29)	(21,897,242.81)	(128,315,806.20)
440504	RTC Revenue - Residential	ED257	SGJ	(2,536,985.17)	(3,595,021.34)	(20,522,336.84)
	RTC Revenue - Residential Total			(2,536,985.17)	(3,595,021.34)	(20,522,336.84)
440505	ED Ancillary Services-Resident	ED027	GLM	(15,037.58)	(19,400.39)	(130,394.30)
	ED Ancillary Services-Resident Total			(15,037.58)	(19,400.39)	(130,394.30)
440510	Elec Rev Residential-Unbilled	ED020	GLM	8,928,421.90	14,281,201.40	88,006,879.80
		ED021	GLM	(8,411,874.70)	(8,928,421.90)	(29,831,421.30)
		ED022	GLM	287,823.34	388,685.21	2,022,865.10
		ED023	GLM	(271,714.68)	(207,623.34)	(2,068,841.80)
		ED403	GLM	23,063,280.00	23,881,332.40	185,122,258.20
		ED404	GLM	(23,881,332.40)	(34,812,777.00)	(187,243,595.80)
		ED871	GLM	(5,082,547.18)	(5,110,248.84)	(39,884,381.38)
		ED893	GLM	5,110,248.84	7,345,383.63	38,738,612.13
	Elec Rev Residential-Unbilled Total			(228,213.78)	(3,240,479.84)	(985,598.98)
440513	Unbill Generation Rev-Resident	ED018	GLM	1,894,946.00	2,211,303.00	12,136,720.00
		ED019	GLM	(1,830,081.00)	(1,894,946.00)	(12,388,548.00)
	Unbill Generation Rev-Resident Total			(25,135.00)	606,357.00	(203,828.00)
440514	Unbilled RTC Rev - Residential	ED018	GLM	(1,894,946.00)	(2,211,303.00)	(12,136,720.00)
		ED019	GLM	1,830,081.00	1,894,946.00	12,388,548.00
	Unbilled RTC Rev - Residential Total			25,145.00	(606,357.00)	283,828.00
440515	Unbill ED Ancillary Srvs-Resid	ED022	GLM	(8,391.31)	(12,615.40)	(70,331.40)
		ED023	GLM	9,447.03	9,391.31	71,880.39
	Unbill ED Ancillary Srvs-Resid Total			145.72	(3,514.09)	1,528.99
440603	Res DSM	ED257	SGJ	(721,877.87)	(931,277.99)	(8,286,989.29)
	Res DSM Total			(721,877.87)	(931,277.99)	(8,286,989.29)
440610	Res Distribution	ED257	SGJ	(11,048,459.27)	(13,448,886.98)	(88,338,745.55)
	Res Distribution Total			(11,048,459.27)	(13,448,886.98)	(88,338,745.55)
440811	Res GRT OET	ED257	SGJ	(1,923,244.00)	(2,428,725.05)	(18,823,209.41)
	Res GRT OET Total			(1,923,244.00)	(2,428,725.05)	(18,823,209.41)
440828	Res Distribution Reliability Investm	ED257	SGJ	(82.81)	(82.88)	(375.44)
	Res Distribution Reliability Investm Total			(82.81)	(82.88)	(375.44)
440831	Res Mgrng Savings Cred Rider	ED257	SGJ	(0.54)	(3.69)	(42.01)
	Res Mgrng Savings Cred Rider Total			(0.54)	(3.69)	(42.01)
440703	Res Transp DSM	ED257	SGJ	(12,825.55)	(15,744.65)	(107,808.07)
	Res Transp DSM Total			(12,825.55)	(15,744.65)	(107,808.07)
440710	Res Transp Distribution	ED257	SGJ	(189,437.40)	(233,603.75)	(1,486,879.29)
	Res Transp Distribution Total			(189,437.40)	(233,603.75)	(1,486,879.29)
440711	Res Transp GRT OET	ED257	SGJ	(34,188.58)	(44,471.44)	(284,072.52)
	Res Transp GRT OET Total			(34,188.58)	(44,471.44)	(284,072.52)
440718	Res Transp Rate Stabilization	ED257	SGJ			612.11
	Res Transp Rate Stabilization Total					612.11
440728	Res Transp Distribution Reliability Investm	ED257	SGJ	(1.71)	(1.71)	(10.24)
	Res Transp Distribution Reliability Investm Total			(1.71)	(1.71)	(10.24)
440731	Res Transp Mgrng Savings Cred Rider	ED257	SGJ			(2.82)
	Res Transp Mgrng Savings Cred Rider Total					(2.82)
440800	Elec Rev Resid-Transportation	ED257	SGJ	(308,947.81)	(400,319.49)	(2,453,745.53)
		ED257	SGJ	308,947.81	400,319.49	2,453,745.53
	Elec Rev Resid-Transportation Total			0.00	0.00	239.81
440804	Transp RTC Rev - Residential	ED257	SGJ	(44,870.32)	(84,881.43)	(359,815.88)
	Transp RTC Rev - Residential Total			(44,870.32)	(84,881.43)	(359,815.88)
440810	Elec Rev Resid-Transp Unbill	ED014	GLM	27,829.00	38,671.00	204,803.00
		ED015	GLM	(27,071.00)	(27,829.00)	(208,511.00)
		ED403	GLM	189,000.00	180,600.00	1,289,000.00
		ED404	GLM	(180,000.00)	(248,000.00)	(1,283,000.00)
	Elec Rev Resid-Transp Unbill Total			(10,242.00)	(57,158.00)	1,092.00
440814	Unbill Trans RTC Rev - Resident	ED014	GLM	(27,829.00)	(38,671.00)	(204,803.00)
		ED015	GLM	27,071.00	27,829.00	(208,511.00)
	Unbill Trans RTC Rev - Resident Total			(758.00)	(10,842.00)	4,908.00
442500	Elec Rev Commercial - General	ED257	SGJ	(12,538,458.74)	(14,077,196.18)	(78,818,804.87)
		ED257	SGJ	12,538,458.74	13,792,351.26	77,908,874.37
	Elec Rev Commercial - General Total			(144,881.84)	(884,848.80)	(1,108,830.40)
442504	RTC Revenue - Commercial	ED257	SGJ	(3,210,885.23)	(3,617,388.98)	(20,422,818.88)
	RTC Revenue - Commercial Total			(3,210,885.23)	(3,617,388.98)	(20,422,818.88)
442505	ED Ancillary Services - Commer	ED027	GLM	(20,653.80)	(21,713.85)	(126,420.88)
	ED Ancillary Services - Commer Total			(20,653.80)	(21,713.85)	(126,420.88)
442510	Elec Rev Commercial - Unbilled	ED020	GLM	8,385,041.80	9,273,055.10	44,851,112.90
		ED021	GLM	(7,697,999.70)	(8,385,041.80)	(42,703,888.00)
		ED022	GLM	310,348.44	351,292.84	1,815,432.66
		ED023	GLM	(282,102.52)	(310,348.44)	(1,785,404.73)
		ED403	GLM	17,746,471.60	18,421,030.20	106,034,401.80

DUKE ENERGY OHIO  
 ELECTRIC DEPARTMENT  
 SOURCE OF ACTUAL REVENUE

PUCO Data Request  
 Case No. 08-709-EL-AIR  
 Staff-DR-14-001  
 Page 7 of 10

Responsible (Alt)	
LOB Code (Alt)	
LOB Desc (Alt)	
Service	D

Sum of Distr Amount		Journal Entry Number	System ID	200,808	200,808	Grand Total
442510	Account Description	ED404	GLM	(76,421,030.30)	(21,568,808.90)	(110,339,354.40)
	Elec Rev Commercial - Unbilled	ED871	GLM	(4,105,058.80)	(4,486,732.42)	(20,416,069.95)
		ED883	GLM	4,486,732.42	4,486,732.42	27,914,184.07
	Elec Rev Commercial - Unbilled Total			(526,576.18)	(799,361.30)	(658,957.89)
442513	Unbill Generation Rev-Comm	ED018	GLM	2,001,620.00	2,324,960.00	11,794,475.00
		ED019	GLM	(1,821,108.00)	(2,001,620.00)	(11,646,868.00)
	Unbill Generation Rev-Comm Total			180,512.00	323,340.00	347,888.00
442514	Unbilled RTC Rev - Commercial	ED018	GLM	(2,001,620.00)	(2,324,960.00)	(11,794,475.00)
		ED019	GLM	1,821,108.00	2,001,620.00	11,646,868.00
	Unbilled RTC Rev - Commercial Total			(180,512.00)	(323,340.00)	(247,888.00)
442515	Unbill ED Ancillary Svcs-Comm	ED022	GLM	(10,818.82)	(12,046.08)	(82,181.88)
		ED023	GLM	9,547.87	10,818.82	81,110.83
	Unbill ED Ancillary Svcs-Comm Total			(871.15)	(1,428.26)	(1,061.45)
442530	Elec Rev Industrial - General	ED262	SGJ	(4,871,643.63)	(5,194,624.33)	(28,849,818.30)
		ED267	SGJ	4,768,317.18	5,135,767.89	28,387,816.81
	Elec Rev Industrial - General Total			(63,326.45)	(68,856.44)	(251,999.39)
442534	RTC Revenue - Industrial	ED267	SGJ	(1,892,739.79)	(2,026,697.91)	(11,818,787.58)
		ED882	GLM		44,653.75	185,181.88
		ED890	GLM		6,761.28	6,761.28
		ED895	GLM		(44,653.75)	(147,405.34)
	RTC Revenue - Industrial Total			(1,892,739.79)	(1,975,232.89)	(11,586,259.53)
442535	ED Ancillary Services - Indust	ED027	GLM	(11,105.80)	(11,993.60)	(68,028.60)
	ED Ancillary Services - Indust Total			(11,105.80)	(11,993.60)	(68,028.60)
442560	Elec Rev Industrial - Unbilled	ED020	GLM	3,484,882.30	3,540,998.60	17,849,941.80
		ED021	GLM	(3,138,846.00)	(3,484,882.30)	(18,328,824.40)
		ED022	GLM	124,288.45	128,589.58	677,209.27
		ED023	GLM	(110,888.18)	(124,288.45)	(654,274.47)
		ED403	GLM	8,894,430.80	7,829,217.89	38,978,430.80
		ED404	GLM	(7,829,217.89)	(7,829,217.89)	(41,114,738.00)
		ED871	GLM	(1,898,470.85)	(2,011,587.08)	(11,585,135.38)
		ED883	GLM	2,011,587.08	2,036,904.90	11,838,148.82
	Elec Rev Industrial - Unbilled Total			(360,026.10)	68,427.26	(227,840.87)
442563	Unbill Generation Rev-Indust	ED018	GLM	878,787.00	1,007,218.00	5,274,984.00
		ED019	GLM	(884,738.00)	(978,797.00)	(5,181,481.00)
	Unbill Generation Rev-Indust Total			112,049.00	30,421.00	123,505.00
442564	Unbill RTC Revenue-Industrial	ED018	GLM	(878,787.00)	(1,007,218.00)	(5,274,984.00)
		ED019	GLM	884,738.00	978,797.00	5,181,481.00
	Unbill RTC Revenue-Industrial Total			112,049.00	(30,421.00)	(123,505.00)
442565	Unbill ED Ancillary Svcs-Indus	ED022	GLM	(4,248.11)	(4,397.14)	(24,184.12)
		ED023	GLM	3,781.88	4,248.11	22,727.89
	Unbill ED Ancillary Svcs-Indus Total			(466.23)	(148.03)	(436.43)
442569	Com DSM	ED267	SGJ	(187,589.20)	(215,321.32)	(1,208,796.20)
	Com DSM Total			(187,589.20)	(215,321.32)	(1,208,796.20)
442590	Com Distribution	ED267	SGJ	(8,383,925.56)	(7,054,183.35)	(40,453,982.18)
	Com Distribution Total			(8,383,925.56)	(7,054,183.35)	(40,453,982.18)
442611	Com GRT OET	ED267	SGJ	(1,730,126.42)	(1,971,749.88)	(11,180,857.47)
	Com GRT OET Total			(1,730,126.42)	(1,871,749.88)	(11,180,857.47)
442628	Com Distribn Reliability Invest	ED267	SGJ	(310,134.27)	(355,546.10)	(2,039,350.34)
	Com Distribn Reliability Invest Total			(310,134.27)	(355,546.10)	(2,039,350.34)
442631	Com Merger Savings Credit Rider	ED267	SGJ	1.78	1.40	(18.72)
	Com Merger Savings Credit Rider Total			1.78	1.40	(18.72)
442653	Ind DSM	ED267	SGJ	(78,820.83)	(82,683.60)	(478,147.22)
		ED990	GLM		304.87	304.87
	Ind DSM Total			(78,820.83)	(82,378.73)	(477,842.35)
442660	Ind Distribution	ED267	SGJ	(1,859,554.88)	(1,820,587.04)	(11,281,820.37)
		ED982	GLM		6,446.00	232,086.88
		ED980	GLM		10,113.22	10,113.22
		ED985	GLM	(8,448.00)		(225,896.88)
	Ind Distribution Total			(1,859,554.88)	(1,804,030.82)	(11,245,815.05)
442661	Ind GRT OET	ED267	SGJ	(818,797.83)	(876,546.89)	(4,883,618.28)
		ED990	GLM		6,215.31	6,215.31
	Ind GRT OET Total			(818,797.83)	(870,331.57)	(4,877,372.97)
442657	Ind Transition Cost Rider	ED982	GLM		70,460.25	284,641.66
		ED985	GLM	(70,460.25)		(222,186.66)
	Ind Transition Cost Rider Total				70,460.25	72,455.00
442678	Ind Distribution Reliability Invest	ED267	SGJ	(118,818.30)	(118,140.28)	(578,876.08)
		ED982	GLM		636.10	636.10
	Ind Distribution Reliability Invest Total			(118,818.30)	(117,504.18)	(578,039.98)
442681	Ind Merger Savings Credit Rider	ED267	SGJ			(0.07)
	Ind Merger Savings Credit Rider Total					(0.07)
442703	Com Transp DSM	ED267	SGJ	(4,628.00)	(7,544.58)	(30,409.45)
		ED990	GLM		(1,773.64)	(1,773.64)

DUKE ENERGY OHIO  
 ELECTRIC DEPARTMENT  
 SOURCE OF ACTUAL REVENUE

PUCO Data Request  
 Case No. 08-709-EL-AIR  
 Staff-OR-14-001  
 Page 8 of 10

Responsible (All)
LOB Code (All)
LOB Desc (All)
Service D

Sum of Dist Amount					
Account C	Account Description	Journal Entry Number	System ID	200,805	200,806 Grand Total
442703	Com Transp DSM Total			(4,828.00)	(8,318.50) (32,176.09)
442710	Com Transp Distribution	ED267	SGJ	(407,235.88)	(427,842.39) (2,454,788.98)
	Com Transp Distribution Total			(407,235.88)	(427,842.39) (2,454,788.98)
442711	Com Transp GRT OET	ED267	SGJ	(114,017.18)	(131,211.89) (718,484.54)
	Com Transp GRT OET Total			(114,017.18)	(131,211.89) (718,484.54)
442716	Com Transp Rate Stabilization	ED267	SGJ		
	Com Transp Rate Stabilization Total				(48,782.43)
442726	Com Transp Distribn Reliability Investmt	ED267	SGJ	(17,869.81)	(20,878.34) (113,233.84)
	Com Transp Distribn Reliability Investmt Total			(17,869.81)	(20,878.34) (113,233.84)
442753	Ind Transp DSM	ED267	SGJ	(3,206.48)	(1,804.53) (18,499.95)
	Ind Transp DSM Total	ED990	GLM		1,458.67 1,458.67
442760	Ind Transp Distribution	ED267	SGJ	(102,853.85)	(119,742.72) (634,927.38)
	Ind Transp Distribution Total	ED990	GLM		(10,113.32) (10,113.32)
442761	Ind Transp GRT OET	ED267	SGJ	(15,736.48)	(25,371.74) (139,824.44)
	Ind Transp GRT OET Total	ED990	GLM		(8,215.31) (8,215.31)
442766	Ind Transp Rate Stabilization	ED267	SGJ		
	Ind Transp Rate Stabilization Total				(2,348.48)
442778	Ind Transp Distribn Reliability Investmt	ED267	SGJ	(2,810.86)	(4,039.85) (21,868.64)
	Ind Transp Distribn Reliability Investmt Total	ED990	GLM		(836.10) (836.10)
442800	Elec Rev Commercial-Transp	ED267	SGJ	(762,382.86)	(828,734.01) (4,808,859.48)
	Elec Rev Commercial-Transp Total			0.00	0.00 684.12
442803	Com Transp Generation	ED267	SGJ		
	Com Transp Generation Total				8,385.89
442804	Transp RTC Rev - Commercial	ED267	SGJ	(198,722.32)	(221,868.65) (1,222,700.65)
	Transp RTC Rev - Commercial Total			(198,722.32)	(221,868.65) (1,222,700.65)
442810	Elec Rev Commer-Transp Unbilled	ED014	GLM	125,747.00	146,428.00 (715,305.00)
		ED016	GLM	(108,184.00)	(125,747.00) (686,208.00)
		ED403	GLM	338,000.00	387,000.00 2,206,000.00
		ED404	GLM	(387,000.00)	(423,000.00) (2,200,000.00)
	Elec Rev Commer-Transp Unbilled Total			(34,437.00)	(15,319.00) 25,099.00
442814	Unbilled Transp Rtc Rev-Commercial	ED014	GLM	(125,747.00)	(146,428.00) (715,305.00)
	Unbilled Transp Rtc Rev-Commercial Total	ED016	GLM	108,184.00	125,747.00 686,208.00
442850	Elec Rev Indust-Transportation	ED267	SGJ	(182,312.60)	(195,418.35) (1,098,755.81)
	Elec Rev Indust-Transportation Total	ED267	SGJ	182,312.60	195,418.35 1,098,755.81
442854	Transp RTC Rev - Industrial	ED267	SGJ	(38,103.77)	(49,899.01) (272,232.18)
	Transp RTC Rev - Industrial Total	ED990	GLM		(5,781.28) (5,781.28)
442860	Elec Rev Indust-Transp Unbilled	ED014	GLM	28,038.00	31,318.00 (155,824.00)
		ED016	GLM	(24,803.00)	(28,038.00) (155,824.00)
		ED403	GLM	88,000.00	104,000.00 680,000.00
		ED404	GLM	(104,000.00)	(109,000.00) (670,000.00)
	Elec Rev Indust-Transp Unbilled Total			(11,865.00)	(1,722.00) 11,862.00
442864	Unbilled Transp RTC Rev-Indust	ED014	GLM	(28,038.00)	(31,318.00) (155,824.00)
	Unbilled Transp RTC Rev-Indust Total	ED016	GLM	24,803.00	28,038.00 155,824.00
444500	Public St And Highway Lighting	ED267	SGJ	(484,848.27)	(485,020.57) (2,891,631.70)
	Public St And Highway Lighting Total			454,834.80	453,008.80 2,894,877.53
444504	RTC Revenue - Pub St Lig	ED267	SGJ	(18,100.31)	(19,201.05) (115,179.82)
	RTC Revenue - Pub St Lig Total			(18,100.31)	(19,201.05) (115,179.82)
444506	ED Ancillary Svcs-Pub St Lig	ED027	GLM	(62.31)	(62.68) (57.19)
	ED Ancillary Svcs-Pub St Lig Total			(62.31)	(62.68) (57.19)
444803	SL DSM	ED267	SGJ	(58.25)	(55.40) (367.83)
	SL DSM Total			(58.25)	(55.40) (367.83)
444810	SL Distribution	ED267	SGJ	(368,339.19)	(372,880.43) (2,217,882.00)
	SL Distribution Total			(368,339.19)	(372,880.43) (2,217,882.00)
444811	SL GRT OET	ED267	SGJ	(34,788.49)	(34,782.32) (208,972.35)
	SL GRT OET Total			(34,788.49)	(34,782.32) (208,972.35)
444828	SL Distribn Reliability Investmt	ED267	SGJ	(20,566.01)	(20,815.82) (123,711.09)
	SL Distribn Reliability Investmt Total			(20,566.01)	(20,815.82) (123,711.09)
445504	RTC Revenue - OPA	ED267	SGJ	(648,324.12)	(685,059.70) (3,938,962.82)
	RTC Revenue - OPA Total	ED992	GLM		15,515.22
	ED Ancillary Services - CPA	ED027	GLM		(15,515.22)
445505	ED Ancillary Services - CPA	ED027	GLM	(3,868.17)	(4,076.13) (23,462.86)

DUKE ENERGY OHIO  
 ELECTRIC DEPARTMENT  
 SOURCE OF ACTUAL REVENUE

PUCO Data Request  
 Case No. 08-709-EL-AIR  
 Staff-DR-14-001  
 Page 6 of 10

Responsibility (All)
LOB Code (All)
LOB Descr (All)
Service D

Sum of Dist Amount				200,805	200,805	Grand Total
Account C/Account Description	Journal Entry Number	System ID				
445505 ED Ancillary Services - OPA Total				(3,888.17)	(4,078.13)	(23,462.88)
445510 Sales Public Authority Other	ED267	SGJ		(1,894,491.82)	(2,285,934.39)	(12,210,063.59)
	ED267	SGJ		1,938,191.12	2,085,824.04	11,785,682.44
Sales Public Authority Other Total				(57,300.70)	(189,110.35)	(804,481.15)
445513 Unbilled Generation Rev-OPA	ED018	GLM		370,868.03	410,440.00	2,143,180.00
	ED018	GLM		(338,188.00)	(370,868.00)	(2,085,043.00)
Unbilled Generation Rev-OPA Total				32,680.03	39,572.00	48,137.00
445514 Unbilled RTC Revenue - OPA	ED018	GLM		(370,868.00)	(410,440.00)	(2,143,180.00)
	ED019	GLM		338,188.00	370,868.00	2,085,043.00
Unbilled RTC Revenue - OPA Total				(32,688.00)	(39,572.00)	(48,137.00)
445520 Sales Public Authority-Unbilled	ED020	GLM		1,480,834.00	1,638,702.00	7,554,828.00
	ED021	GLM		(1,282,168.00)	(1,480,834.00)	(7,200,934.00)
	ED022	GLM		83,683.87	89,080.77	308,448.00
	ED023	GLM		(48,648.82)	(83,683.87)	(303,034.13)
	ED403	GLM		2,853,880.00	3,284,880.00	17,741,488.00
	ED404	GLM		(3,284,880.00)	(3,612,618.00)	(18,353,878.00)
	ED971	GLM		(781,838.25)	(837,503.07)	(5,079,847.81)
	ED985	GLM		837,503.07	875,813.07	5,014,184.78
Sales Public Authority-Unbilled Total				(71,880.83)	(211,882.90)	(303,147.81)
445565 Unbilled ED Ancillary Svc-OPA	ED022	GLM		(1,844.71)	(2,029.81)	(10,831.68)
	ED023	GLM		1,671.42	1,844.71	10,411.42
Unbilled ED Ancillary Svc-OPA Total				(173.29)	(185.10)	(220.26)
445603 OPA DSM	ED267	SGJ		(48,976.71)	(48,876.03)	(268,408.89)
	ED980	GLM		1,287.83	1,287.83	1,287.83
	ED991	GLM			1,332.78	1,332.78
OPA DSM Total				(47,688.88)	(47,588.20)	(266,828.28)
445610 OPA Distribution	ED267	SGJ		(957,408.74)	(1,006,880.88)	(5,907,087.48)
	ED982	GLM				4,888.38
	ED986	GLM				(4,888.38)
OPA Distribution Total				(957,408.74)	(1,006,880.88)	(5,907,087.48)
445611 OPA GRT OET	ED267	SGJ		(275,487.28)	(306,158.49)	(1,789,448.10)
OPA GRT OET Total				(275,487.28)	(306,158.49)	(1,789,448.10)
445617 OPA Transition Cost Rider	ED982	GLM				24,881.35
	ED986	GLM				(24,881.35)
OPA Transition Cost Rider Total						0.00
445628 OPA Distribut Reliability Invsmt	ED267	SGJ		(67,472.93)	(85,282.14)	(388,828.18)
	ED980	GLM			(1,287.83)	(1,287.83)
	ED981	GLM			(1,332.78)	(1,332.78)
OPA Distribut Reliability Invsmt Total				(67,472.93)	(87,902.75)	(391,448.79)
445631 OPA Merger Savings Credit Rider	ED267	SGJ				0.65
OPA Merger Savings Credit Rider Total						0.65
445703 OPA Transp DSM	ED267	SGJ		(3,332.92)	(3,317.21)	(20,448.88)
OPA Transp DSM Total				(3,332.92)	(3,317.21)	(20,448.88)
445710 OPA Transp Distribution	ED267	SGJ		(138,588.15)	(143,545.58)	(853,935.07)
OPA Transp Distribution Total				(138,588.15)	(143,545.58)	(853,935.07)
445711 OPA Transp GRT OET	ED267	SGJ		(36,871.01)	(37,898.57)	(227,828.04)
OPA Transp GRT OET Total				(36,871.01)	(37,898.57)	(227,828.04)
445716 OPA Transp Rate Stabilization	ED267	SGJ				(3,404.07)
OPA Transp Rate Stabilization Total						(3,404.07)
445728 OPA Trans Distribut Reliability Invsmt	ED267	SGJ		(8,488.88)	(8,574.88)	(40,084.78)
OPA Trans Distribut Reliability Invsmt Total				(8,488.88)	(8,574.88)	(40,084.78)
445731 OPA Transp Merger Savings Credit Rider	ED267	SGJ				20.88
OPA Transp Merger Savings Credit Rider Total						20.88
445804 Transp RTC Rev - OPA	ED267	SGJ		(80,480.34)	(81,708.00)	(486,377.58)
Transp RTC Rev - OPA Total				(80,480.34)	(81,708.00)	(486,377.58)
445810 Elec Rev OPA-Transp Unbilled	ED014	GLM		48,382.00	49,888.00	253,247.00
	ED016	GLM		(39,874.00)	(48,382.00)	(282,389.00)
	ED403	GLM		127,000.00	146,000.00	835,000.00
	ED404	GLM		(146,000.00)	(152,000.00)	(824,000.00)
Elec Rev OPA-Transp Unbilled Total				(12,488.00)	(2,384.00)	11,849.00
445814 Unbilled Trans RTC Rev - OPA	ED014	GLM		(48,382.00)	(49,888.00)	(253,247.00)
	ED016	GLM		39,874.00	48,382.00	(282,389.00)
Unbilled Trans RTC Rev - OPA Total				(8,508.00)	(1,506.00)	(848.00)
445900 Inter Dept Sales - Elec	ED181	GLM		(11,491.88)	(7,355.93)	(53,884.15)
	ED989	GLM				42.14
Inter Dept Sales - Elec Total				(11,491.88)	(7,355.93)	(53,884.15)
451010 Misc Service Revenues	AR500	SGJ		(28,721.85)	(8,042.17)	(54,101.22)
	CA106	GLM				(128.00)
	CA187	GLM				(2,524.50)
	ED262	SGJ		(48,485.27)	(49,784.38)	(258,003.85)
	CA974	GLM			(7,178.80)	(7,178.80)
Misc Service Revenues Total				(77,207.13)	(62,965.33)	(321,634.17)



DUKE ENERGY OHIO  
 ELECTRIC DEPARTMENT  
 SOURCE OF ACTUAL REVENUE

PUCO Data Requests  
 Case No. 08-709-EL-AIR  
 Staff-DR-14-001  
 Page 10 of 10

Reasonable (All)
LOB Code (All)
LOB Desc (All)
Service 1

Sum of Dist Amount						
Account C	Account Description	Journal Entry Number	System ID	200,804	200,804	Grand Total
451020	Misc Rev Reconnection Charge	ED282	SGJ	(41,434.00)	(48,926.00)	(253,048.00)
	Misc Rev Reconnection Charge Total			(41,434.00)	(48,926.00)	(253,048.00)
451040	Temporary Facilities	AR500	SGJ			(8,530.00)
		MS001	INV		1,690.44	1,690.44
	Temporary Facilities Total				1,690.44	(4,840.56)
451050	Misc Rev Cust Divergen Exp	ED282	SGJ	(988.48)	(475.47)	(4,072.02)
	Misc Rev Cust Divergen Exp Total			(988.48)	(475.47)	(4,072.02)
451060	Misc Rev Bad Check Charge	ED282	SGJ	(15,490.00)	(17,310.00)	(92,828.00)
	Misc Rev Bad Check Charge Total			(15,490.00)	(17,310.00)	(92,828.00)
451070	Misc Rev - Field Coll Charge Elec	ED282	SGJ	(6,830.00)	(7,350.00)	(59,018.00)
	Misc Rev - Field Coll Charge Elec Total			(6,830.00)	(7,350.00)	(59,018.00)
454020	Rent Elec Other Equipment	AR500	SGJ			(3,115.48)
		ED282	SGJ	(25,606.23)	(27,147.59)	(5,372.51)
	Rent Elec Other Equipment Total			(25,606.23)	(27,147.59)	(9,487.97)
454080	Rent Land / Buildings - Affil	CA562	GLM	(14,073.00)	(14,073.00)	(54,498.00)
	Rent Land / Buildings - Affil Total			(14,073.00)	(14,073.00)	(54,498.00)
454100	Pole Contact Rentals	AR500	SGJ			(457,732.30)
	Pole Contact Rentals Total			(79,631.75)	(48,346.26)	(457,732.30)
454105	Rent Stores Facilities - Affil	CA552	GLM	(18,847.00)	(18,847.00)	(111,882.00)
	Rent Stores Facilities - Affil Total			(18,847.00)	(18,847.00)	(111,882.00)
454110	Rent Data Proc Equip - Affil	CA562	GLM	(1,341.00)	(1,341.00)	(5,046.00)
	Rent Data Proc Equip - Affil Total			(1,341.00)	(1,341.00)	(5,046.00)
454200	Other Rent-Electric Property	DK001	SGJ			(34,801.97)
		ED282	SGJ	(4,378.61)	(5,130.60)	(49,006.62)
	Other Rent-Electric Property Total			(12,546.43)	(13,286.72)	(53,208.88)
454500	Rent Land & Building Affil Co	PA503	GLM	(156,571.90)	(156,571.90)	(935,431.40)
	Rent Land & Building Affil Co Total			(156,571.90)	(156,571.90)	(935,431.40)
456005	Other Electric Revenues	DK001	SGJ			(5,233.32)
	Other Electric Revenues Total					(5,233.32)
456015	Sale of Materials & Sales-Elec	AR500	SGJ		(4,545.66)	(5,404.27)
		MS001	INV		3,361.66	4,784.68
	Sale of Materials & Sales-Elec Total				(1,183.99)	(1,619.59)
456075	Data Processing Service	CA108	GLM	(5,512.00)	(6,480.00)	(39,040.00)
		ED282	SGJ	(184.00)	(184.00)	(1,104.00)
	Data Processing Service Total			(5,696.00)	(6,664.00)	(40,144.00)
Grand Total				(36,901,363.32)	(48,110,204.95)	(265,630,537.10)

**Duke Energy Ohio, Inc.**  
**Case No. 08-709-EL-AIR**  
**PUCO Twenty-Eighth Set Staff Data Requests**  
**Date Received: October 28, 2008**

**STAFF-DR-28-001**

**REQUEST:**

Schedule E-4 (Column K1) provides current revenues for distribution charges only. Please provide the current total revenues for each schedule and class as listed in Schedule E-4.

**RESPONSE:**

See Attachment Staff-DR-28-001. This schedule assumes that all customers are non-shoppers and thus pay all applicable transmission and generation charges.

**WITNESS RESPONSIBLE:** James E. Ziolkowski

DATES: 3 MONTHS ACTUAL & 9 MONTHS ESTIMATED  
 TYPE OF FILINGS: X ORIGINAL \_\_\_\_\_ UPDATED \_\_\_\_\_ REBILLED  
 WORK PAPER REFERENCE NO. 001

DUKE ENERGY OHIO  
 CASE NO. 08-709-EL-AIR  
 ANNUALIZED TEST YEAR REVENUES AT PROPOSED VS. MOST CURRENT RATES  
 FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2008  
 (ELECTRIC SERVICE)

CURRENT ANNUALIZED

SCHEDULE E-4  
 PAGE 2 OF 2  
 WITNESSES:  
 J.E. ZOLKOWSKI

LINE NO.	DATE	CLASS / DESCRIPTION	CUSTOMER BILLS	SALES	MISC. CHARGES	CURRENT REVENUE	% OF REV TO FUEL COST	REVENUE	% INCR IN REV LESS FUEL COST	CURRENT TOTAL REVENUE	% INCREASE	
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	
1	RS	RESIDENTIAL SERV	7,283,847	7,418,015,972	8,080,000	853,007,946	86.60	38,180,732	5.4	90,477,440	743,573,398	4.7
2	ORH	OPTIONAL HEATING SERVICE	2,446	7,045,980	8,080,000	623,357	0.08	5,089	1.1	59,228	810,548	1.0
3	TO	OPTIONAL TIME OF DAY SERVICE	228	571,717	7,428,641	27,882	0.05	1,071	3.8	4,832	32,735	3.3
4	CLR	COMMON USE RESIDENTIAL SERVICE	160,824	80,000,000	9,070,040	8,084,227	1.22	800,589	8.8	1,086,870	9,170,877	8.8
5	RSP	RESIDENTIAL THREE-PHASE SERVICE	576	785,277	8,469,917	57,174	0.01	2,257	2.4	8,588	78,673	2.9
6	TOTAL RESIDENTIAL		7,445,000	7,378,281,885	8,080,000	857,200,268	42.30	38,592,876	6.4	81,870,788	753,471,036	4.8
7	DS	SEC DISTRIBUTION SERV	270,289	6,044,271,590	7,721,514	589,488,083	70.89	35,287,889	6.7	81,288,045	839,644,128	5.8
8	DS	SEC DISTRIBUTION SERV RTP	381	4,782,372	10,284,470	482,978	0.07	84,887	7.2	0	482,978	17.2
9	GGEL	UNMETERED SMALL FIXED LOAD	3,350	28,101,782	10,837,744	4,898,875	0.42	125,768	4.0	3,504,355	3,504,355	3.8
10	EH	ELEC SPACE HTG	5,150	68,418,657	5,528,853	6,242,118	0.70	580,471	10.5	1,051,009	6,893,407	8.8
11	DM	SEC DIST SERV-SMALL	624,887	248,503,054	18,388,065	57,882,741	7.87	6,881,843	13.5	6,881,843	63,074,884	13.2
12	DP	PRGM DIST VOLTAGE	3,889	2,341,814,731	8,638,833	143,272,772	18.28	14,140,104	8.8	20,214,452	172,487,224	12.2
13	DP	PRGM DIST VOLTAGE RTP	173	101,804,682	8,593,897	8,882,455	0.80	2,331,867	8.9	0	8,882,455	34.9
14	TOTAL DISTRIBUTION		787,281	101,804,682	7,207,116	747,120,721	47.85	80,518,048	6.8	178,502,412	863,923,207	5.8
15	TS	TRANSMISSION SERV	581	3,202,030,344	4,211,572	134,871,825	98.47	(1,087,116)	(0.8)	37,404,888	772,278,841	(0.8)
16	TS	TRANSMISSION SERV RTP	48	72,388,593	8,592,834	4,898,875	3.83	(16,585)	(0.3)	0	4,898,875	(0.3)
17	TOTAL TRANSMISSION		629	3,274,418,937	4,220,144	139,770,700	99.34	(1,103,701)	(0.8)	37,404,888	777,177,616	(0.8)
18	SL	STREET LIGHTING	494,541	37,857,344	18,435,650	8,222,483	48.02	58,502	1.0	0	8,222,483	1.6
19	TL	TRAFFIC LIGHTING	403,888	20,945,795	4,598,858	585,323	7.45	3,241	0.4	0	885,323	0.4
20	OL	OUTDOOR LIGHTING	224,618	23,120,080	12,026,131	2,888,848	22.35	38,107	1.4	0	2,888,848	1.4
21	NSU	NON STD STREET LIGHTING	22,888	1,482,417	14,330,827	189,877	1.54	2,828	1.5	0	189,877	1.5
22	NSP	NON STD POL'S	27,518	1,811,137	21,188,775	320,168	2.47	5,878	1.8	0	320,168	1.8
23	SC	S.L.-CUST OWNED	254,082	34,003,887	8,144,863	1,751,051	13.51	8,615	0.5	0	1,751,051	0.5
24	SE	S.L.-OVERHEAD EQUIV	77,032	4,882,883	12,212,282	582,837	4.57	7,882	1.3	0	582,837	1.3
25	ULOS	UNMETERED OUTDOOR LIGHTING	3,653	301,104	3,984,847	11,035	0.08	30	0.3	0	11,035	0.3
26	TOTAL LIGHTING		1,508,038	102,084,537	10,444,801	12,918,284	0.83	188,335	1.3	0	12,918,284	1.3
27	TOTAL RETAIL		9,841,548	21,075,584,127		1,559,988,583	99.84	88,987,383		248,580,056	1,807,570,048	
28	INTERDEPARTMENTAL		12	8,989,780	1,843,858	104,037	1.83	0	0.0	0	104,037	0.0
29	BAD CHECK CHARGES		0	0	-	184,709	3.31	0	0.0	0	184,709	0.0
30	LATE PAYMENT CHARGES		0	0	-	0	0.00	0	0.0	0	0	0.0
31	RECONNECTION CHARGES		0	0	-	441,882	7.81	0	0.0	0	441,882	0.0
32	RIGHTS		0	0	-	2,810,018	48.71	0	0.0	0	2,810,018	0.0
33	POLE CONTACT RENTALS		0	0	-	522,383	8.35	1,208,487	231.0	0	522,383	231.0
34	INTERCOMPANY		0	0	-	0	0.00	0	0.0	0	0	0.0
35	SPECIAL CONTRACTS		24	683,458	2,781,582	21,888	0.36	0	0.0	0	21,888	0.0
36	OTHER INSG		0	0	-	1,698,552	30.48	0	0.0	0	1,698,552	0.0
37	TOTAL INSG		24	7,582,278	73,883,870	5,587,386	0.38	1,208,487	21.8	0	5,587,386	21.8
38	TOTAL COMPANY		9,841,584	21,082,941,346	7,421,058	1,564,577,971	100.00	88,783,780	6.5	248,580,056	1,813,157,437	4.8

NOTE: DETAIL CONTAINED ON SCHEDULES E-4.1 PAGES 1 THROUGH 44.

**Duke Energy Ohio**  
**Case No. 08-709-EL-AIR**  
**PUCO Sixth Set Staff Data Requests**  
**Date Received: August 20, 2008**

**STAFF-DR-06-001**

**REQUEST:**

For the first three months (actual data) please provide the sources of the numbers, so we can begin reviewing detail such as customer bills.

**RESPONSE:**

See Attachment Staff-DR-06-001, which shows the journal entry number and system ID for each revenue account on Supplemental (C)(8) for the months of January through March 2008.

**PERSON RESPONSIBLE:** William Don Wathen Jr.

DUKE ENERGY OHIO  
 ELECTRIC DEPARTMENT  
 SOURCE OF ACTUAL REVENUE

PUCD Data Requests  
 Case No. 08-709-EL-AIR  
 Staff DR-08-001  
 Page 1 of 5

Responsibility (All)
LOB Code (All)
LOB Desc (All)
Service (All)

Sum of Debit Amount	Account Description	Journal Entry Number	System ID	Accounting Period	200,801	200,802	200,803	Grand Total
440500	Elec Rev Residential - General	ED267	ISG		(24,802,568.05)	(23,304,828.58)	(22,810,770.04)	(70,918,066.67)
		ED267	ISG		24,802,568.05	23,304,828.58	22,810,770.04	70,918,066.67
	Elec Rev Residential - General Total				(11,812.19)	(8,579.08)	(18,635.94)	(37,127.31)
440504	RTC Revenue - Residential	ED267	ISG		(4,130,483.03)	(3,822,485.82)	(3,878,968.89)	(11,831,937.74)
	RTC Revenue - Residential Total				(4,130,483.03)	(3,822,485.82)	(3,878,968.89)	(11,831,937.74)
440505	ED Ancillary Services-Resident	ED027	GLM		(27,804.75)	(25,255.44)	(24,088.00)	(77,148.19)
	ED Ancillary Services-Resident Total				(27,804.75)	(25,255.44)	(24,088.00)	(77,148.19)
440510	Elec Rev Residential-Unbilled	ED020	GLM		8,448,032.00	8,900,475.80	8,032,774.20	25,381,282.00
		ED021	GLM		(10,205,842.50)	(9,448,032.00)	(8,500,475.80)	(28,654,350.30)
		ED022	GLM		406,867.48	376,161.33	324,022.68	1,107,051.49
		ED023	GLM		(412,871.79)	(405,887.88)	(379,151.33)	(1,198,511.00)
		ED403	GLM		32,591,443.30	30,620,008.40	28,848,917.40	92,060,369.10
		ED404	GLM		(30,520,008.40)	(28,848,917.40)	(28,089,283.70)	(87,458,210.50)
		ED871	GLM		(8,288,802.79)	(7,405,242.22)	(7,183,306.58)	(22,877,351.59)
		ED983	GLM		7,405,242.22	7,183,306.58	6,833,102.70	21,371,651.50
	Elec Rev Residential-Unbilled Total				822,281.52	882,890.41	1,289,589.78	2,994,761.71
440513	Unbilled Generation Rev-Resident	ED018	GLM		2,434,852.00	2,280,835.00	2,003,893.00	6,719,580.00
		ED020	GLM		(2,475,131.00)	(2,434,852.00)	(2,280,835.00)	(7,190,818.00)
		ED021	GLM		0.00	0.00	0.00	0.00
		ED022	GLM		0.00	0.00	0.00	0.00
		ED023	GLM		0.00	0.00	0.00	0.00
		ED871	GLM		0.00	0.00	0.00	0.00
		ED983	GLM		0.00	0.00	0.00	0.00
	Unbilled Generation Rev-Resident Total				(40,279.00)	(184,217.00)	(248,742.00)	(471,238.00)
440514	Unbilled RTC Rev - Residential	ED018	GLM		(2,434,852.00)	(2,280,835.00)	(2,003,893.00)	(6,719,580.00)
		ED019	GLM		2,475,131.00	2,434,852.00	2,280,835.00	7,190,818.00
	Unbilled RTC Rev - Residential Total				40,279.00	(184,217.00)	(248,742.00)	(471,238.00)
440515	Unbilled ED Ancillary Svcs-Resid	ED022	GLM		(14,110.95)	(13,043.34)	(11,813.37)	(38,967.66)
		ED023	GLM		14,344.39	14,110.95	13,043.34	41,498.68
	Unbilled ED Ancillary Svcs-Resid Total				233.44	1,067.61	1,229.97	2,331.02
440603	Res DSM	ED267	ISG		(1,324,670.28)	(1,211,894.81)	(1,166,422.28)	(3,692,987.37)
	Res DSM Total				(1,324,670.28)	(1,211,894.81)	(1,166,422.28)	(3,692,987.37)
440610	Res Distribution	ED267	ISG		(17,943,858.84)	(16,854,983.87)	(16,028,312.28)	(50,827,155.99)
	Res Distribution Total				(17,943,858.84)	(16,854,983.87)	(16,028,312.28)	(50,827,155.99)
440611	Res GRT OET	ED267	ISG		(3,477,750.72)	(3,184,381.81)	(3,043,538.95)	(9,705,671.48)
	Res GRT OET Total				(3,477,750.72)	(3,184,381.81)	(3,043,538.95)	(9,705,671.48)
440628	Res Distribution Reliability Investm	ED267	ISG		(62.38)	(61.39)	(62.88)	(186.65)
	Res Distribution Reliability Investm Total				(62.38)	(61.39)	(62.88)	(186.65)
440631	Res Marger Savings Cred Rider	ED267	ISG		(23.94)	(14.44)	(11.70)	(49.08)
	Res Marger Savings Cred Rider Total				(23.94)	(14.44)	(11.70)	(49.08)
440703	Res Transp DSM	ED267	ISG		(23,005.86)	(20,330.88)	(19,012.48)	(62,350.22)
	Res Transp DSM Total				(23,005.86)	(20,330.88)	(19,012.48)	(62,350.22)
440710	Res Transp Distribution	ED267	ISG		(387,149.54)	(278,350.14)	(260,858.57)	(926,358.25)
	Res Transp Distribution Total				(387,149.54)	(278,350.14)	(260,858.57)	(926,358.25)
440711	Res Transp GRT OET	ED267	ISG		(80,422.79)	(63,478.12)	(58,118.51)	(191,019.42)
	Res Transp GRT OET Total				(80,422.79)	(63,478.12)	(58,118.51)	(191,019.42)
440716	Res Transp Rate Stabilization	ED267	ISG		(62.25)	(13.14)		(75.39)
	Res Transp Rate Stabilization Total				(62.25)	(13.14)		(75.39)
440728	Res Transp Distribut Reliability Investm	ED027	GLM		(1.61)	(1.79)	(1.71)	(5.11)
	Res Transp Distribut Reliability Investm Total				(1.61)	(1.79)	(1.71)	(5.11)
440731	Res Transp Marger Savings Cred Rider	ED267	ISG		(2.21)	(0.19)		(2.40)
	Res Transp Marger Savings Cred Rider Total				(2.21)	(0.19)		(2.40)
440800	Elec Rev Resid-Transportatio	ED267	ISG		(505,653.11)	(455,427.74)	(428,422.71)	(1,391,503.56)
		ED267	ISG		505,653.11	455,427.74	428,422.71	1,391,503.56
	Elec Rev Resid-Transportatio Total				88.72	0.00	166.19	254.91
440804	Transp RTC Rev - Residential	ED267	ISG		(71,775.82)	(64,605.08)	(61,121.13)	(197,502.03)
	Transp RTC Rev - Residential Total				(71,775.82)	(64,605.08)	(61,121.13)	(197,502.03)
440810	Elec Rev Resid-Transp Unbilled	ED014	GLM		41,841.00	38,855.00	32,338.00	113,034.00
		ED015	GLM		(43,579.00)	(41,841.00)	(38,855.00)	(124,275.00)
		ED403	GLM		264,000.00	248,000.00	222,000.00	734,000.00
		ED404	GLM		(245,000.00)	(222,000.00)	(198,000.00)	(665,000.00)
	Elec Rev Resid-Transp Unbilled Total				4,262.00	21,014.00	21,483.00	46,759.00
440814	Unbilled Transp RTC Rev - Resident	ED014	GLM		(41,841.00)	(38,855.00)	(32,338.00)	(113,034.00)
		ED015	GLM		43,579.00	41,841.00	38,855.00	124,275.00
	Unbilled Transp RTC Rev - Resident Total				1,738.00	4,986.00	4,515.00	11,239.00
442506	Elec Rev Commercial - General	ED267	ISG		(13,221,144.82)	(12,984,734.54)	(12,948,548.85)	(39,154,428.21)
		ED267	ISG		13,065,807.14	12,834,408.28	12,774,574.69	38,674,790.11
	Elec Rev Commercial - General Total				(155,337.68)	(150,326.26)	(173,974.16)	(480,638.10)
442504	RTC Revenue - Commercial	ED267	ISG		(3,512,847.55)	(3,434,483.07)	(3,377,885.25)	(10,325,215.87)
	RTC Revenue - Commercial Total				(3,512,847.55)	(3,434,483.07)	(3,377,885.25)	(10,325,215.87)
442505	ED Ancillary Services - Commer	ED027	GLM		(21,772.53)	(21,735.18)	(21,543.00)	(65,050.71)
	ED Ancillary Services - Commer Total				(21,772.53)	(21,735.18)	(21,543.00)	(65,050.71)
442510	Elec Rev Commercial - Unbilled	ED020	GLM		6,671,373.90	6,680,997.50	6,422,540.90	19,774,912.30

DUKE ENERGY OHIO  
 ELECTRIC DEPARTMENT  
 SOURCE OF ACTUAL REVENUE

PUCO Data Request  
 Case No. 06-709-EL-AIR  
 Sheet-OR-06-001  
 Page 2 of 5

Response (All)
LOB Code (All)
LOB Desc (All)
Service (All)

Sum of Debit Amount				Accounting Period				
Account ID	Account Description	Journal Entry Number	System ID	200,801	200,802	200,803	Grand Total	
442510	Elec Rev Commercial - Unbilled	ED021	GLM	(7,088,618.10)	(6,571,373.80)	(6,555,397.50)	(20,215,389.40)	
		ED022	GLM	300,740.23	289,661.01	282,266.62	872,667.86	
		ED023	GLM	(321,264.91)	(300,740.23)	(289,661.01)	(911,666.15)	
		ED043	GLM	18,994,953.90	17,208,408.10	17,485,781.40	53,689,143.40	
		ED044	GLM	(17,208,408.10)	(17,485,781.40)	(17,177,788.80)	(51,871,978.30)	
		ED071	GLM	(5,482,183.43)	(4,684,002.89)	(4,854,844.80)	(14,999,031.12)	
		ED093	GLM	4,854,032.85	4,854,844.80	4,845,325.07	14,554,102.72	
					465,358.15	(87,938.89)	132,573.86	510,093.12
442513	Unbill Generation Rev-Commer	ED018	GLM	1,947,582.00	1,874,772.00	1,824,453.00	5,646,807.00	
		ED019	GLM	(2,077,371.00)	(1,947,582.00)	(1,874,772.00)	(5,899,725.00)	
		ED020	GLM	0.00	0.00	0.00	0.00	
		ED021	GLM	0.00	0.00	0.00	0.00	
		ED071	GLM	0.00	0.00	0.00	0.00	
		ED093	GLM	0.00	0.00	0.00	0.00	
					0.00	0.00	0.00	0.00
					(129,809.00)	(72,760.00)	(50,319.00)	(252,888.00)
442514	Unbilled RTC Rev - Commercial	ED018	GLM	1,947,582.00	1,874,772.00	1,824,453.00	5,646,807.00	
		ED019	GLM	(2,077,371.00)	(1,947,582.00)	(1,874,772.00)	(5,899,725.00)	
	Unbilled RTC Rev - Commercial Total			(129,809.00)	(72,760.00)	(50,319.00)	(252,888.00)	
442515	Unbill ED Ancillary Svcs-Comme	ED022	GLM	(10,287.82)	(9,907.85)	(9,554.53)	(29,850.20)	
		ED023	GLM	10,593.63	10,267.62	9,907.89	31,169.14	
	Unbill ED Ancillary Svcs-Comme Total			706.01	378.68	353.36	1,438.05	
442550	Elec Rev Industrial - General	ED262	SGJ	(4,828,804.74)	(4,835,858.25)	(4,757,412.44)	(14,422,075.43)	
		ED267	SGJ	4,788,667.99	4,901,518.42	4,740,718.11	14,430,904.52	
	Elec Rev Industrial - General Total			(40,136.75)	(34,340.83)	(116,694.33)	(187,171.90)	
442554	RTC Revenue - Industrial	ED267	SGJ	(1,922,678.71)	(1,951,552.85)	(1,889,880.32)	(5,764,111.88)	
		ED962	GLM	43,778.31	43,288.03		87,066.34	
		ED965	GLM	(43,288.03)		(59,482.48)	(102,770.51)	
	RTC Revenue - Industrial Total			(1,920,059.43)	(1,908,264.82)	(1,949,362.80)	(5,777,687.05)	
442555	ED Ancillary Services - Indust	ED027	GLM	(11,367.45)	(11,546.67)	(11,072.24)	(33,986.36)	
				(11,367.45)	(11,546.67)	(11,072.24)	(33,986.36)	
442550	Elec Rev Industrial - Unbilled	ED020	GLM	2,389,487.90	2,490,485.80	2,515,453.80	7,395,427.50	
		ED021	GLM	(2,820,578.50)	(2,359,487.90)	(2,490,485.80)	(7,670,552.20)	
		ED022	GLM	102,025.50	104,848.80	105,680.58	312,554.88	
		ED023	GLM	(115,656.08)	(102,025.50)	(104,848.80)	(322,530.38)	
		ED043	GLM	5,703,330.80	5,515,778.50	5,281,888.70	16,500,998.00	
		ED044	GLM	(5,515,778.50)	(5,281,888.70)	(5,348,113.30)	(16,145,780.50)	
		ED071	GLM	(3,661,862.37)	(1,768,971.67)	(1,849,321.65)	(7,280,155.69)	
	Elec Rev Industrial - Unbilled Total			1,765,971.57	1,949,321.65	1,985,891.67	5,699,184.89	
442553	Unbill Generation Rev-Indus	ED018	GLM	225,910.22	(89,700.12)	(6,193.72)	149,016.38	
		ED019	GLM	787,784.00	812,280.00	825,195.00	2,425,239.00	
		ED020	GLM	(883,718.00)	(787,784.00)	(812,280.00)	(2,483,782.00)	
		ED021	GLM	0.00	0.00	0.00	0.00	
		ED022	GLM	0.00	0.00	0.00	0.00	
		ED071	GLM	0.00	0.00	0.00	0.00	
		ED093	GLM	0.00	0.00	0.00	0.00	
			Unbill Generation Rev-Indus Total			(65,822.00)	24,466.00	13,945.00
442554	Unbill RTC Revenue - Industrial	ED018	GLM	(787,784.00)	(812,280.00)	(825,195.00)	(2,425,239.00)	
		ED019	GLM	883,718.00	787,784.00	812,280.00	2,483,782.00	
	Unbill RTC Revenue - Industrial Total			95,934.00	(24,466.00)	(11,945.00)	(1,000.00)	
442555	Unbill ED Ancillary Svcs-Indus	ED022	GLM	(3,481.71)	(3,587.85)	(3,541.87)	(10,611.43)	
		ED023	GLM	3,950.71	3,481.71	3,587.85	10,910.27	
	Unbill ED Ancillary Svcs-Indus Total			468.00	(106.14)	35.98	397.84	
442603	Com DSM	ED267	SGJ	(215,343.18)	(201,894.78)	(185,835.36)	(603,073.32)	
				(215,343.18)	(201,894.78)	(185,835.36)	(603,073.32)	
442610	Com Distribution	ED267	SGJ	(5,881,706.95)	(5,785,114.47)	(5,742,825.74)	(17,409,647.16)	
				(5,881,706.95)	(5,785,114.47)	(5,742,825.74)	(17,409,647.16)	
442611	Com GRT OET	ED267	SGJ	(1,893,790.84)	(1,858,123.64)	(1,837,577.23)	(5,589,491.71)	
				(1,893,790.84)	(1,858,123.64)	(1,837,577.23)	(5,589,491.71)	
442628	Com Distribn Reliability Invest	ED267	SGJ	(358,854.26)	(335,712.36)	(331,683.85)	(1,026,250.47)	
				(358,854.26)	(335,712.36)	(331,683.85)	(1,026,250.47)	
442631	Com Marger Savings Cred Rider	ED267	SGJ	2.51	(12.12)	(10.45)	(9.06)	
				2.51	(12.12)	(10.45)	(9.06)	
442653	Ind DSM	ED267	SGJ	(78,471.51)	(78,771.15)	(78,184.55)	(235,427.21)	
				(78,471.51)	(78,771.15)	(78,184.55)	(235,427.21)	
442650	Ind Distribution	ED267	SGJ	(1,854,572.81)	(1,882,036.85)	(1,854,354.55)	(5,590,964.21)	
		ED962	GLM	5,952.00	5,282.12		11,234.12	
		ED965	GLM	(5,282.12)		(215,778.57)	(226,060.69)	
	Ind Distribution Total			(1,854,589.93)	(1,876,754.73)	(2,070,134.45)	(5,801,478.11)	
442661	Ind GRT OET	ED267	SGJ	(777,781.22)	(790,990.80)	(801,538.89)	(2,370,310.91)	
				(777,781.22)	(790,990.80)	(801,538.89)	(2,370,310.91)	
442667	Ind Transition Cost Rider	ED027	GLM	0.00	0.00	0.00	0.00	
		ED267	SGJ	0.00	0.00	0.00	0.00	

DUKE ENERGY OHIO  
 ELECTRIC DEPARTMENT  
 SOURCE OF ACTUAL REVENUE

PUCO Data Request  
 Case No. 08-709-EL-AIR  
 Sheet-DR-05-001  
 Page 3 of 8

Responsible (All)	
LOB Code (All)	
LOB Desc (All)	
Service (All)	

Sum of Debit Amount				Accounting Period			
Account ID	Account Description	Journal Entry Number	System ID	200,801	200,802	200,803	Grand Total
442657	Ind Transition Cost Rider	ED262	GLM	72,473.40	68,229.68		140,703.08
		ED265	GLM	(68,229.68)		(63,478.62)	(131,708.30)
	Ind Transition Cost Rider Total			4,243.72	68,229.68	(63,478.62)	(11,025.22)
442676	Ind Distribution Reliability Invsmt	ED267	SGJ	(112,684.43)	(112,686.76)	(111,621.50)	(336,992.69)
	Ind Distribution Reliability Invsmt Total			(112,684.43)	(112,686.76)	(111,621.50)	(336,992.69)
442681	Ind Meter Savings Cred Rider	ED267	SGJ	(0.59)	0.24		(0.35)
	Ind Meter Savings Cred Rider Total			(0.59)	0.24		(0.35)
442703	Com Transp DSM	ED267	SGJ	(4,771.21)	(4,627.76)	(4,504.51)	(13,903.48)
	Com Transp DSM Total			(4,771.21)	(4,627.76)	(4,504.51)	(13,903.48)
442710	Com Transp Distribution	ED267	SGJ	(386,343.43)	(419,167.25)	(403,386.95)	(1,218,897.63)
	Com Transp Distribution Total			(386,343.43)	(419,167.25)	(403,386.95)	(1,218,897.63)
442711	Com Transp GRT DET	ED267	SGJ	(124,124.46)	(122,846.72)	(114,430.66)	(361,401.84)
	Com Transp GRT DET Total			(124,124.46)	(122,846.72)	(114,430.66)	(361,401.84)
442716	Com Transp Rate Stabilization	ED267	SGJ	(32,728.52)	(17,063.27)		(49,791.79)
	Com Transp Rate Stabilization Total			(32,728.52)	(17,063.27)		(49,791.79)
442726	Com Transp Distribution Reliability Invsmt	ED267	SGJ	(18,519.10)	(18,311.90)	(18,106.68)	(54,937.68)
	Com Transp Distribution Reliability Invsmt Total			(18,519.10)	(18,311.90)	(18,106.68)	(54,937.68)
442753	Ind Transp DSM	ED267	SGJ	(3,674.03)	(3,770.16)	(3,501.71)	(10,945.90)
	Ind Transp DSM Total			(3,674.03)	(3,770.16)	(3,501.71)	(10,945.90)
442790	Ind Transp Distribution	ED267	SGJ	(102,600.72)	(105,229.07)	(101,165.14)	(308,994.93)
	Ind Transp Distribution Total			(102,600.72)	(105,229.07)	(101,165.14)	(308,994.93)
442791	Ind Transp GRT DET	ED267	SGJ	(22,632.41)	(23,208.68)	(22,160.42)	(68,001.51)
	Ind Transp GRT DET Total			(22,632.41)	(23,208.68)	(22,160.42)	(68,001.51)
442796	Ind Transp Rate Stabilization	ED267	SGJ	(2,346.08)	(7.52)	4.21	(2,349.39)
	Ind Transp Rate Stabilization Total			(2,346.08)	(7.52)	4.21	(2,349.39)
442798	Ind Transp Distribution Reliability Invsmt	ED267	SGJ	(3,686.26)	(3,640.40)	(3,465.28)	(10,791.94)
	Ind Transp Distribution Reliability Invsmt Total			(3,686.26)	(3,640.40)	(3,465.28)	(10,791.94)
442800	Elec Rev Commercial-Transp	ED262	SGJ	(84,834.70)	(813,655.47)	(780,699.91)	(2,469,190.08)
		ED267	SGJ	84,834.70	813,655.41	780,427.23	2,469,190.08
	Elec Rev Commercial-Transp Total			0.00	0.00	(271.68)	(271.68)
442803	Com Transp Generation	ED267	SGJ		8,368.68		8,368.68
	Com Transp Generation Total				8,368.68		8,368.68
442804	Transp RTC Rev - Commercial	ED267	SGJ	(201,236.24)	(208,036.64)	(198,523.36)	(607,802.24)
	Transp RTC Rev - Commercial Total			(201,236.24)	(208,036.64)	(198,523.36)	(607,802.24)
442810	Elec Rev Commer-Transp Unbilled	ED014	GLM	111,408.00	110,513.00	112,025.00	333,946.00
		ED015	GLM	(127,329.00)	(111,408.00)	(110,513.00)	(349,250.00)
		ED403	GLM	429,000.00	370,000.00	341,000.00	1,140,000.00
		ED404	GLM	(370,000.00)	(341,000.00)	(345,000.00)	(1,056,000.00)
	Elec Rev Commer-Transp Unbilled Total			43,079.00	28,105.00	(488.00)	70,696.00
442814	Unbill Trans Rtc Rev-Commercial	ED014	GLM	(111,408.00)	(110,513.00)	(112,025.00)	(333,946.00)
		ED015	GLM	127,329.00	111,408.00	110,513.00	349,250.00
	Unbill Trans Rtc Rev-Commercial Total			15,921.00	885.00	(1,512.00)	15,294.00
442850	Elec Rev Indust-Transportation	ED262	SGJ	(189,067.47)	(181,056.79)	(173,086.69)	(543,210.95)
		ED267	SGJ	189,039.00	181,056.79	173,086.69	543,182.48
	Elec Rev Indust-Transportation Total			782.13	0.00	0.00	782.13
442854	Transp RTC Rev - Industrial	ED267	SGJ	(44,660.12)	(46,231.17)	(43,471.34)	(134,362.63)
	Transp RTC Rev - Industrial Total			(44,660.12)	(46,231.17)	(43,471.34)	(134,362.63)
442860	Elec Rev Indust-Transp Unbill	ED014	GLM	24,365.00	23,635.00	24,430.00	72,430.00
		ED015	GLM	(30,314.00)	(24,365.00)	(23,635.00)	(78,314.00)
		ED403	GLM	119,000.00	96,000.00	84,000.00	299,000.00
		ED404	GLM	(96,000.00)	(84,000.00)	(86,000.00)	(266,000.00)
	Elec Rev Indust-Transp Unbill Total			17,071.00	11,465.00	(3,225.00)	25,311.00
442864	Unbilled Transp RTC Rev-Indust	ED014	GLM	(24,365.00)	(23,635.00)	(24,430.00)	(72,430.00)
		ED015	GLM	30,314.00	24,365.00	23,635.00	78,314.00
	Unbilled Transp RTC Rev-Indust Total			5,949.00	833.00	(576.00)	6,206.00
444500	Public St And Highway Lighting	ED262	SGJ	(440,272.70)	(446,066.76)	(444,710.68)	(1,331,050.14)
		ED267	SGJ	441,559.77	446,074.65	444,596.88	1,332,231.30
	Public St And Highway Lighting Total			1,287.07	7.89	(13.80)	1,281.16
444504	RTC Revenue - Pub St Lig	ED267	SGJ	(19,212.71)	(19,236.84)	(19,219.46)	(57,668.91)
	RTC Revenue - Pub St Lig Total			(19,212.71)	(19,236.84)	(19,219.46)	(57,668.91)
444506	ED Ancillary Svcs-Pub St Lig	ED027	GLM	(92.93)	(93.02)	(93.03)	(278.98)
	ED Ancillary Svcs-Pub St Lig Total			(92.93)	(93.02)	(93.03)	(278.98)
444803	SL DSM	ED267	SGJ	(88.76)	(82.80)	(84.47)	(256.03)
	SL DSM Total			(88.76)	(82.80)	(84.47)	(256.03)
444810	SL Distribution	ED267	SGJ	(370,362.41)	(376,886.76)	(368,911.03)	(1,116,050.20)
	SL Distribution Total			(370,362.41)	(376,886.76)	(368,911.03)	(1,116,050.20)
444811	SL GRT DET	ED267	SGJ	(34,922.51)	(34,921.46)	(34,788.67)	(104,632.64)
	SL GRT DET Total			(34,922.51)	(34,921.46)	(34,788.67)	(104,632.64)
444826	SL Distribution Reliability Invsmt	ED267	SGJ	(20,651.63)	(20,664.96)	(20,580.25)	(61,906.84)
	SL Distribution Reliability Invsmt Total			(20,651.63)	(20,664.96)	(20,580.25)	(61,906.84)
445604	RTC Revenue - OPA	ED267	SGJ	(864,216.71)	(855,913.86)	(825,407.06)	(2,545,537.63)
		ED265	GLM			(16,516.22)	(16,516.22)

DUKE ENERGY OHIO  
 ELECTRIC DEPARTMENT  
 SOURCE OF ACTUAL REVENUE

PUCO Data Request  
 Case No. 08-709-EL-AIR  
 Staff-08-08-001  
 Page 4 of 8

Responsible (All)
LOB Code (All)
LOB Desc (All)
Service (All)

Sum of Dist Amount				Accounting Period			
Account C	Account Description	Journal Entry Number	System ID	200,801	200,802	200,803	Grand Total
445804	RTC Revenue - OPA Total			(684,318.71)	(683,813.81)	(646,822.28)	(1,994,954.80)
445505	ED Ancillary Services - OPA	ED027	GLM	(3,837.18)	(3,838.15)	(3,778.45)	(11,562.78)
	ED Ancillary Services - OPA Total			(3,837.18)	(3,838.15)	(3,778.45)	(11,562.78)
445510	Sales Public Authority Other	ED262	SGJ	(1,888,059.88)	(1,842,800.85)	(1,884,421.82)	(5,615,382.55)
		ED267	SGJ	1,931,482.84	1,884,248.18	1,846,488.17	5,662,219.19
	Sales Public Authority Other Total			(66,577.12)	(58,552.67)	(137,933.65)	(183,163.44)
445513	Unbill Generation Rev-OPA	ED018	GLM	345,884.00	335,248.00	339,515.00	1,020,647.00
		ED019	GLM	(382,333.00)	(345,884.00)	(339,515.00)	(1,067,732.00)
		ED020	GLM	0.00	0.00	0.00	0.00
		ED021	GLM	0.00	0.00	0.00	0.00
		ED071	GLM	0.00	0.00	0.00	0.00
		ED083	GLM	0.00	0.00	0.00	0.00
	Unbill Generation Rev-OPA Total			(18,449.00)	(10,636.00)	1,289.00	(27,796.00)
445514	Unbill RTC Revenue - OPA	ED018	GLM	(345,884.00)	(338,248.00)	(339,515.00)	(1,023,647.00)
		ED019	GLM	382,333.00	345,884.00	339,515.00	1,067,732.00
	Unbill RTC Revenue - OPA Total			18,449.00	7,636.00	(1,289.00)	24,806.00
445520	Sales Public Authority-Unbill	ED020	GLM	1,888,059.00	1,882,800.00	1,884,421.00	5,655,280.00
		ED021	GLM	(1,888,018.00)	(1,882,800.00)	(1,884,421.00)	(5,655,239.00)
		ED022	GLM	60,082.27	48,080.81	48,080.86	156,243.94
		ED023	GLM	(62,588.80)	(80,082.27)	(48,080.81)	(190,751.88)
		ED400	GLM	3,004,230.00	2,788,084.00	2,848,382.00	8,640,696.00
		ED404	GLM	(2,788,084.00)	(2,848,382.00)	(2,880,932.00)	(8,517,498.00)
		ED671	GLM	(840,875.95)	(818,984.94)	(831,445.71)	(2,511,306.60)
		ED683	GLM	818,984.94	851,445.71	878,680.08	2,549,110.73
	Sales Public Authority-Unbill Total			11,478.36	(24,772.89)	34,518.33	21,223.80
445585	Unbill ED Ancillary Svc-OPA	ED022	GLM	(1,720.73)	(1,888.27)	(1,878.72)	(5,087.72)
		ED023	GLM	1,808.57	1,720.73	1,885.27	5,214.57
	Unbill ED Ancillary Svc-OPA Total			88.84	32.46	6.55	127.85
445603	OPA DSM	ED267	SGJ	(44,888.38)	(42,225.68)	(42,722.08)	(129,836.14)
	OPA DSM Total			(44,888.38)	(42,225.68)	(42,722.08)	(129,836.14)
445610	OPA Distribution	ED267	SGJ	(1,002,339.24)	(879,856.40)	(884,481.41)	(2,766,677.05)
		ED935	GLM			(4,888.38)	(4,888.38)
	OPA Distribution Total			(1,002,339.24)	(879,856.40)	(889,369.79)	(2,772,565.43)
445611	OPA GRT OET	ED267	SGJ	(315,188.61)	(286,838.38)	(284,488.88)	(886,515.87)
	OPA GRT OET Total			(315,188.61)	(286,838.38)	(284,488.88)	(886,515.87)
445617	OPA Transition Cost Rider	ED027	GLM	0.00	0.00	0.00	0.00
		ED267	SGJ	0.00	0.00	0.00	0.00
		ED935	GLM			(24,581.35)	(24,581.35)
	OPA Transition Cost Rider Total			0.00	0.00	(24,581.35)	(24,581.35)
445628	OPA Distribute Reliability Incent	ED267	SGJ	(84,538.88)	(80,943.87)	(81,075.97)	(246,558.72)
	OPA Distribute Reliability Incent Total			(84,538.88)	(80,943.87)	(81,075.97)	(246,558.72)
445633	OPA Marger Savings Credit Rider	ED267	SGJ		(0.45)	1.10	0.65
	OPA Marger Savings Credit Rider Total				(0.45)	1.10	0.65
445703	OPA Transp DSM	ED267	SGJ	(3,533.43)	(3,788.20)	(3,318.58)	(10,639.21)
	OPA Transp DSM Total			(3,533.43)	(3,788.20)	(3,318.58)	(10,639.21)
445710	OPA Transp Distribution	ED267	SGJ	(144,518.18)	(155,520.00)	(128,788.56)	(428,826.74)
	OPA Transp Distribution Total			(144,518.18)	(155,520.00)	(128,788.56)	(428,826.74)
445711	OPA Transp GRT OET	ED267	SGJ	(38,881.87)	(41,880.83)	(66,887.03)	(147,649.73)
	OPA Transp GRT OET Total			(38,881.87)	(41,880.83)	(66,887.03)	(147,649.73)
445716	OPA Transp Rate Stabilization	ED267	SGJ	(2,288.02)	(1,135.05)		(3,423.07)
	OPA Transp Rate Stabilization Total			(2,288.02)	(1,135.05)		(3,423.07)
445728	OPA Trans Distribute Reliability Incent	ED267	SGJ	(8,840.46)	(7,386.08)	(8,507.48)	(24,734.02)
	OPA Trans Distribute Reliability Incent Total			(8,840.46)	(7,386.08)	(8,507.48)	(24,734.02)
445731	OPA Transp Marger Savings Credit Rider	ED267	SGJ			20.88	20.88
	OPA Transp Marger Savings Credit Rider Total					20.88	20.88
445804	Transp RTC Rev - OPA	ED267	SGJ	(83,852.53)	(88,711.16)	(81,184.95)	(253,748.64)
	Transp RTC Rev - OPA Total			(83,852.53)	(88,711.16)	(81,184.95)	(253,748.64)
445810	Elec Rev OPA-Transp Unbill	ED014	GLM	38,783.00	43,903.00	41,628.00	124,314.00
		ED015	GLM	(48,811.00)	(38,783.00)	(43,903.00)	(131,497.00)
		ED403	GLM	183,000.00	134,000.00	133,000.00	450,000.00
		ED404	GLM	(134,000.00)	(133,000.00)	(130,000.00)	(397,000.00)
	Elec Rev OPA-Transp Unbill Total			18,972.00	5,119.00	723.00	24,814.00
445814	Unbill Trans RTC Rev - OPA	ED014	GLM	(38,783.00)	(43,903.00)	(41,628.00)	(124,314.00)
		ED015	GLM	48,811.00	38,783.00	43,903.00	131,497.00
	Unbill Trans RTC Rev - OPA Total			0.00	0.00	0.00	0.00
445850	Inter Dept Sales - Elec	ED181	GLM	(8,244.78)	(7,053.55)	(14,343.18)	(29,641.51)
		ED935	GLM	42.14			42.14
	Inter Dept Sales - Elec Total			(8,202.64)	(7,053.55)	(14,343.18)	(29,600.37)
451010	Misc Service Revenues	AR500	SGJ	(4,182.05)	(8,418.30)	(2,704.57)	(15,304.92)
		CA106	GLM	(77.00)	(28.00)		(105.00)
		CA987	GLM	(2,824.50)			(2,824.50)
		ED082	SGJ	(38,873.84)	(38,714.85)	(42,711.30)	(119,300.00)



DUKE ENERGY OHIO  
 ELECTRIC DEPARTMENT  
 SOURCE OF ACTUAL REVENUE

PUCO Data Request  
 Case No. 08-709-EL-AIR  
 Staff-DR-06-001  
 Page 6 of 6

Response(s) (All)
LOB Code (All)
LOB Desc (All)
Service (All)

Sum of Distr Amount	Account Description	Journal Entry Number	System ID	Accounting Period	200,801	200,802	200,803	Grand Total
451010	Misc Service Revenues Total				(43,827.48)	(44,169.25)	(45,419.97)	(133,222.71)
451020	Misc Rev Reconnection Charge	ED252	ISGJ		(6,567.00)	(39,823.00)	(60,548.00)	(109,938.00)
	Misc Rev Reconnection Charge Total				(6,567.00)	(39,823.00)	(60,548.00)	(109,938.00)
451040	Temporary Facilities	AR500	ISGJ		(6,830.00)			(6,830.00)
	Temporary Facilities Total				(6,830.00)			(6,830.00)
451050	Misc Rev Cust Diversn Exp	ED252	ISGJ		(653.49)	(217.75)	(1,348.18)	(2,520.43)
	Misc Rev Cust Diversn Exp Total				(653.49)	(217.75)	(1,348.18)	(2,520.43)
451060	Misc Rev Bad Check Charge	ED252	ISGJ		(20,230.00)	(12,060.00)	(13,910.00)	(46,200.00)
	Misc Rev Bad Check Charge Total				(20,230.00)	(12,060.00)	(13,910.00)	(46,200.00)
451070	Misc Rev - Field Coll Charge Elec	ED252	ISGJ		(6,645.00)	(11,355.00)	(12,630.00)	(31,630.00)
	Misc Rev - Field Coll Charge Elec Total				(6,645.00)	(11,355.00)	(12,630.00)	(31,630.00)
454020	Rent Elec Other Equipment	AR500	ISGJ		(3,115.48)			(3,115.48)
	Rent Elec Other Equipment Total	ED252	ISGJ		(26,019.23)	(27,186.23)	(28,806.23)	(80,811.58)
454080	Rent Land / Buildings - Affil	CA552	GLM		(26,934.69)	(27,186.23)	(28,806.23)	(83,927.15)
	Rent Land / Buildings - Affil Total	PX504	GLM		(14,073.00)	(14,073.00)	(14,073.00)	(42,219.00)
	Rent Land / Buildings - Affil Total				0.00	0.00	0.00	0.00
454100	Pole Contact Rentals	AR500	ISGJ		(136,661.24)	(17,357.25)	156,437.22	(591.27)
	Pole Contact Rentals Total	ED252	GLM		0.00	0.00	0.00	0.00
454105	Rent Stores Facilities - Affil	CA552	GLM		(18,647.00)	(18,647.00)	(18,647.00)	(55,841.00)
	Rent Stores Facilities - Affil Total				(18,647.00)	(18,647.00)	(18,647.00)	(55,841.00)
454110	Rent Data Proc Equip - Affil	CA552	GLM		(1,341.00)	(1,341.00)	(1,341.00)	(4,023.00)
	Rent Data Proc Equip - Affil Total				(1,341.00)	(1,341.00)	(1,341.00)	(4,023.00)
454200	Other Rent-Electric Property	AR500	ISGJ		0.00	0.00	0.00	0.00
	Other Rent-Electric Property Total	DK001	ISGJ		(4,385.42)	(10,517.98)	(5,168.67)	(20,072.07)
	Other Rent-Electric Property Total	ED252	ISGJ		(8,187.82)	(8,187.82)	(8,187.82)	(24,503.46)
454500	Rent Land & Building-Affil Co	FX571	GLM		(12,558.24)	(18,665.77)	(13,337.46)	(44,561.47)
	Rent Land & Building-Affil Co	FX572	GLM				0.00	0.00
	Rent Land & Building-Affil Co	PA503	GLM				0.00	0.00
	Rent Land & Building-Affil Co Total				(134,982.06)	(178,181.74)	(188,671.90)	(489,715.70)
456005	Other Electric Revenues	DK001	ISGJ		(425.96)		212.88	(212.88)
	Other Electric Revenues Total				(425.96)		212.88	(212.88)
456015	Sale of Materials & Sales-Elec	AR500	ISGJ		(1,655.59)			(1,655.59)
	Sale of Materials & Sales-Elec Total	MS001	INV		1,322.72			1,322.72
456005	Data Processing Service	CA106	GLM		(6,584.00)	(6,480.00)		(13,064.00)
	Data Processing Service Total	ED252	ISGJ		(154.00)	(154.00)	(154.00)	(592.00)
	Data Processing Service Total				(6,738.00)	(6,634.00)		(13,372.00)
Grand Total					(48,242,519.64)	(48,317,854.62)	(44,874,628.82)	(139,135,017.88)

**Duke Energy Ohio, Inc.**  
**Case No. 08-709-EL-AIR**  
**Ohio Cable Telecommunications Association**  
**First Set Production of Documents**  
**Date Received: October 24, 2008**

**OCTA-POD-01-002**

**REQUEST:**

Please provide a copy of all agreements that Duke has with any other party for the use of Duke's utility poles. (Please include all joint use, joint ownership, pole attachment license agreements and any other such agreements with cable companies, telecommunications companies, broadband over powerline providers, and other pole users.)

**RESPONSE:**

See response to OCTA-INT-01-002.

**PERSON RESPONSIBLE:** Donald L. Storck

**Duke Energy Ohio, Inc.**  
**Case No. 08-709-EL-AIR**  
**Ohio Cable Telecommunications Association**  
**First Set Production of Documents**  
**Date Received: October 24, 2008**

**OCTA-POD-01-003**

**REQUEST:**

Please provide all documents that relate to the pole attachment calculations relied on by Mr. Storck, including all of his work papers and other documents supporting his testimony.

**RESPONSE:**

See response to Staff-DR-27-002.

**PERSON RESPONSIBLE:** Donald L. Storck

**Duke Energy Ohio, Inc.**  
**Case No. 08-709-EL-AIR**  
**Ohio Cable Telecommunications Association**  
**First Set Production of Documents**  
**Date Received: October 24, 2008**

**OCTA-POD-01-004**

**REQUEST:**

Please provide a copy of all documents that relate to the number of Distribution Poles owned by Duke by year since 2000. (Please include all continuing property records of Distribution Poles by year, all summaries and counts of poles, and all summaries and counts of poles added, retired or subtracted.)

**RESPONSE:**

Objection. This document request is overly broad and unduly burdensome given the time period pursuant to which it is to be answered and its reference to "all" documents relating to pole ownership. Furthermore, this document request seeks to elicit information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, and with reference to a more limited and thus reasonable time frame, see Attachment OCTA-POD-01-004.

**PERSON RESPONSIBLE: N/A**

Summary of CPR - adds and retires for account 364 for the years 2000 through 2007

Year	Additions		Retirements		Balance	
	Quantity	Amount	Quantity	Amount	Quantity	Amount
2007	1,234	\$52,358,212.53	(2,704)	\$ (2,158,762.76)	234,942	\$ 262,635,549.12
2006	1,148	\$10,104,163.59	(1,987)	\$ (1,368,081.67)	236,412	\$ 212,436,099.35
2005	1,556	\$17,792,895.45	(2,820)	\$ (2,428,589.12)	237,251	\$ 203,700,017.43
2004	1,283	\$8,827,376.00	(2,504)	\$ (1,814,825.48)	238,515	\$ 188,335,711.10
2003	836	\$8,818,259.07	(2,150)	\$ (1,564,815.01)	239,736	\$ 181,323,160.58
2002	1,690	\$6,075,015.45	(700)	\$ (473,275.31)	241,060	\$ 174,071,716.52
2001	4,990	\$2,861,818.62	(2,277)	\$ (1,583,114.44)	240,070	\$ 168,469,976.38
2000	1,629	\$13,298,927.16	(335)	\$ (252,072.20)	237,357	\$ 167,191,272.20

**Duke Energy Ohio, Inc.**  
**Case No. 08-709-EL-AIR**  
**Ohio Cable Telecommunications Association**  
**First Set Production of Documents**  
**Date Received: October 24, 2008**

**OCTA-POD-01-005**

**REQUEST:**

Please provide a copy of all documents reflecting any adjustments made to Duke's continuing property records for Account 364 since 2000.

**RESPONSE:**

No adjustments have been made.

**PERSON RESPONSIBLE:** Carl J. Council, Jr.

**Duke Energy Ohio, Inc.**  
**Case No. 08-709-EL-AIR**  
**Ohio Cable Telecommunications Association**  
**First Set Production of Documents**  
**Date Received: October 24, 2008**

**OCTA-POD-01-006**

**REQUEST:**

Please provide a copy of all documents that relate to the number *and/or* percentage of ownership of any poles jointly owned by Duke and other pole owners.

**RESPONSE:**

No distribution poles are jointly owned.

**PERSON RESPONSIBLE:** Carl J. Council, Jr.

**Duke Energy Ohio, Inc.**  
**Case No. 08-709-EL-AIR**  
**Ohio Cable Telecommunications Association**  
**First Set Production of Documents**  
**Date Received: October 24, 2008**

**OCTA-POD-01-007**

**REQUEST:**

Please provide a copy of all documents that relate to the costs of pole removal and/or the salvage values for Duke's Distribution Poles since 2000.

**RESPONSE:**

Objection. This document request is overly broad and unduly burdensome given the time period pursuant to which it is to be answered and its reference to "all" documents relating to pole removal or salvage values. Furthermore, this document request seeks to elicit information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objection, and with reference to a more limited and thus reasonable time frame, providing justification of all costs and values used would be too time consuming and a voluminous amount of data. Cost of removal and salvage is recorded by project. Actual charges are specific to time and material and the average unit price of stock at the time the project is charged.

**PERSON RESPONSIBLE: N/A**



**Duke Energy Ohio, Inc.**  
**Case No. 08-709-EL-AIR**  
**Ohio Cable Telecommunications Association**  
**First Set Production of Documents**  
**Date Received: October 24, 2008**

**OCTA-POD-01-008**

**REQUEST:**

Please provide a copy of all documents that reflect any analysis of the impact of Duke's pole attachment rates on residential ratepayers.

**RESPONSE:**

No such analysis has been performed.

**PERSON RESPONSIBLE:** Donald L. Storck

**Duke Energy Ohio, Inc.  
Case No. 08-709-EL-AIR  
Ohio Cable Telecommunications Association  
First Set Production of Documents  
Date Received: October 24, 2008**

**OCTA-POD-01-009PUBLIC**

**REQUEST:**

Please provide a copy of all documents that relate to the "recent pole attachment audit" referred to at page 12 of Mr. Storck's direct testimony.

**RESPONSE:**

Objection. This document request is overly broad and unduly burdensome given its reference to "all documents" concerning an audit. Furthermore, it seeks to elicit information that is both irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. By way of example only, not all documents relating to the scheduling of the audit are relevant to Duke Energy Ohio's proposed pole attachment tariff. Moreover, this document request seeks information protected by the attorney client privilege or that is otherwise readily available from other sources, such as OCTA's member organization (s). Without waiving said objection, to the extent discoverable, and in the spirit of discovery, attached hereto is a summary of the violations revealed during the audit in Attachment OCTA-POD-01-009.

**CONFIDENTIAL AND PROPRIETARY TRADE SECRET**

Attachment OCTA-POD-01-009 will be released to any party upon execution of a confidentiality agreement in this case.

**PERSON RESPONSIBLE:** Donald L. Storck

**Duke Energy Ohio, Inc.**  
**Case No. 08-709-EL-AIR**  
**Ohio Cable Telecommunications Association**  
**First Set Production of Documents**  
**Date Received: October 24, 2008**

**OCTA-POD-01-010**

**REQUEST:**

Please provide a copy of all documents that Mr. Storck relied on or reviewed in the preparation of this testimony concerning pole attachment issues in this case.

**RESPONSE:**

See Response to Staff-DR-27-002.

**PERSON RESPONSIBLE:** Donald L. Storck

**Duke Energy Ohio, Inc.**  
**Case No. 08-709-EL-AIR**  
**Ohio Cable Telecommunications Association**  
**First Set Production of Documents**  
**Date Received: October 24, 2008**

**OCTA-POD-01-011**

**REQUEST:**

Please provide a copy of all responses to the Staff's data requests relating to Duke's proposed pole attachment rate and Duke's proposed pole attachment tariff changes.

**RESPONSE:**

See response to OCTA-POD-01-001.

**PERSON RESPONSIBLE:** Donald L. Storck



139 East Fourth Street, R. 25 A11  
P.O. Box 960  
Cincinnati, Ohio 45201-0960  
Tel: 513-419-1837  
Fax: 513-419-1846  
[dianne.kuhnell@duke-energy.com](mailto:dianne.kuhnell@duke-energy.com)

Dianne B. Kuhnell  
Senior Paralegal

**VIA OVERNIGHT MAIL AND ELECTRONIC MAIL**

November 18, 2008

Stephen M. Howard, Esq.  
Vorys, Sater, Seymour & Pease LLP  
52 East Gay Street, P.O. Box 1008  
Columbus, OH 43216-1008

Re: Case No. 08-709-EL-ATA

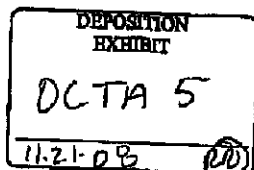
Dear Mr. Howard:

Enclosed please find the responses to Ohio Cable Telecommunication Association's First Set of Interrogatories to Duke Energy Ohio that were not included with the Company's responses sent on November 14, 2008. These responses are designated as OCTA-INT-01-001 and OCTA-INT-01-009. I am also sending the responses to you electronically.

Sincerely,

Dianne B. Kuhnell  
Senior Paralegal

cc: Parties of record



**Duke Energy Ohio, Inc.**  
**Case No. 08-709-EL-AIR**  
**Ohio Cable Telecommunications Association**  
**First Set Interrogatories**  
**Date Received: October 24, 2008**

**OCTA-INT-01-001**

**REQUEST:**

Please identify all entities that use Duke's Distribution Poles to attach their facilities.

**RESPONSE:**

Objection. This interrogatory is overly broad and unduly burdensome given the lack of time parameters pursuant to which it is to be answered. Furthermore, it seeks to elicit information that is irrelevant or not reasonably anticipated to lead to the discovery of admissible evidence. The attachments at issue relative to Duke Energy Ohio's proposed pole attachment tariff are those governed by the R.C. 4905.71. Without waiving said objection and to the extent discoverable, please see Attachment OCTA-INT-01-001 which reflects a listing of entities that have made attachments to utility poles owned by Duke Energy Ohio.

**PERSON RESPONSIBLE:** Donald L. Storck

<b>LICENSEE</b>
MISC
AMERICAN TEL & TELEGRAPH COMPANY
BALTIMORE & OHIO RAILROAD CO.
CHESAPEAKE AND OHIO R.W. COMPANY
CINCINNATI BELL TELEPHONE (OHIO)
CINCINNATI, OH, CITY OF
COLUMBIA RECORDS CORPORATION
CINCINNATI STREET RAILWAY COMPANY (TRANSIT)
C.C.C. & ST. L RAILWAY CO. (BIG FOUR)
DARTOWN TELEPHONE COMPANY
HAMILTON!, OH, CITY OF
INTERURBAN RAILWAY & TERMINAL COMPANY
MT. ORAB - VILLAGE OF
NORFOLK & WESTERN RAILWAY COMPANY
AMERITECH (formerly OHIO BELL TELEPHONE)
MELROSE SHAMROCK CAB COMPANY
AMERICAN DIST. TELEGRAPH COMPANY
OHIO TELEPHONE & TELEGRAPH
PEOPLES TELEPHONE COMPANY
POSTAL TELEGRAPH-CABLE COMPANY
PENNSYLVANIA R.R. COMPANY
PROCTER & GAMBLE COMPANY
ST. BERNARD, OH, CITY OF
WESTERN UNION TELEGRAPH COMPANY
WYOMING, OH, CITY OF
NORWOOD, OH, CITY OF
MIDDLETOWN, OH, CITY OF
UNITED TELEPHONE (SPRINT/UNITED)
GENERAL ELECTRIC
GENERAL TELEPHONE (GTE)
ANDREWS STEEL COMPANY
MIAMI TOWNSHIP--HAMILTON COUNTY, OHIO
CINCINNATI GAS TRANS. COMPANY
LOCKLAND, OH, CITY OF
OXFORD TELEPHONE
NORTH BEND, OH, CITY OF
RICHARDSON PAPER CO.--LOCKLAND
CLINTON TEL. CO.-WILMINGTON
ELMWOOD PLACE, OH, VILLAGE OF
OXFORD, OH, CITY OFC
OXFORD VISITORS AND CONVENTION BUREAU
OXFORD, OH, CITY OF
OWENSVILLE, OH, VILLAGE OF
MASON, OH, CITY OF

LICENSEE
OHIO, STATE OF
MILFORD, OH, CITY OF
U.S.C.I.P. & F. COMPANY
CHEVIOT, OH, CITY OF
C.N. & C. RAILWAY COMPANY
DEER PARK, OH, CITY OF
GERMANTOWN TELEGRAPH COMPANY (TELEPHONE)
FRANKLIN, OH, CITY OF
SEVEN MILE, OH, VILLAGE OF
NORTH COLLEGE HILL, OH CITY OF
KING BROTHERS BUS COMPANY
GLENDALE, OH, VILLAGE OF
NEWTOWN, OH, VILLAGE OF
TRENTON, OH, CITY OF
NEW RICHMOND, OH, VILLAGE OF
TDS TELECOMM (FAYETTEVILLE TELE)
U.S. GOVERNMENT -FAA
MT HEALTHY, OH, CITY OF
MT. HEALTHY, OH, CITY OF
SILVERTON, OH, CITY OF
HARRISON, OH, CITY OF
HARRISON TELEPHONE COMPANY
HARRISON, OH, CITY OF
HIGGINSPOIT INDEPENDENT TELEPHONE COMPANY
GEORGETOWN, OH, CITY OF
GENERAL MACHINERY CORPORATION
AMBERLY VILLAGE, VILLAGE OF
RIPLEY, OH, VILLAGE OF
CLEVES, OH
AERONCA AIRCRAFT CORP
TAXICABS OF CINCINNATI
OWENS, DR. L.H.
REMINGTON ARMS COMPANY
SHARONVILLE, OH, CITY OF
CINCINNATI MERCHANDISE WAREHOUSE INC.
DELHI TOWNSHIP TRUSTEES
MARIEMONT, OH, VILLAGE OF
READING, OH, CITY OF
BAUER, MARTIN L.
PARKWAY TAXI COMPANY
WOODLAWN, OH, VILLAGE OF
DIXIE CAB
NEW YORK CENTEAL RAILWAY CO
FAYETTEVEILLE, OH VILLAGE OF



<b>LICENSEE</b>
STONELICK TOWNSHIP, OHIO
CAREY, P
NEWTONSVILLE, OH, VILLAGE OF
BATAVIA, OH, VILLAGE OF
MARIEMONT CAB COMPANY-SILVERTON CAB COMPANY
WILLIAMSBURG, OH, VILLAGE
ALUMINUM INDUSTRIES, INC
ADDYSTON, OH, VILLAGE OF
AMERICAN ROLLING MILL COMPANY (ARMCO)
DAYTON POWER AND LIGHT
GOLF MANOR, OH, VILLAGE OF
PACKAGING CORP. OF AMERICA
LESOURDSVILLE LAKE (AMERICANA)
TDS TELECOMM (HARLEN TELEPHONE)
INDIAN HILL, OH, VILLAGE OF
WITHAMSVILLE OHIO FIRE DEPARTMENT
BUTLER COUNTY, OHIO
CENTER RADIO CAB COMPANY
LOVELAND, OH, CITY OF
VIEW HEIGHTS, CITY OF FIRE DEPARTMENT
OHIO CONSOLIDATED FIBER COMPANY
ALLIS CHALMERS
EVENDLE, OH VILLAGE OF
BELLEVUE VETERAN CAB COMPANY
CHAMPION PAPER AND FIBRE COMPAPNY
MAUSTOWN FIRE DEPARTMENT
HAMILTON COUNTY, OHIO
MID VALLEY PIPE LINE
BUTLER RURAL ELECTRIC COMPANY
TERRACE PARKM, OH, VILLAGE
MONTGOMERY, OH, CITY OF
SYCAMORE TOWNSHIP TRUSTEES
MADEIRA, OH, CITY OF
WEST ELKTON, VILLAGE OF
FAIRFAX, OH, VILLAGE OF
E.I. DuPONT DeNEMOURS & COMPANY, INC.
CINCINNATI CHEMICAL COMPANY
QUEEN CITY BARREL COMPANY
SPRINGBOREO, OH, VILLAGE OF
SOUTHERN R.R. (VAN CAMP GRAVEL CO.)
ST. ANTHONY CHURCH
BLUE ASH, OH, CITY OF
WALNUT HILLS CAB COMPANY
FAIRFIELD, OH, CITY OF

LICENSEE
NUTONE CHIME INC
NEW RICHMOND SCHOOL
BLANCHESTER, OH, VILLAGE OF
AMERICAN COMPRESSED STEEL COMPANY
MIAMI UNIVERSITY
SHARPSBURG SCHOOL
GOSHEN TOWNSHIP TRUSTEES
FULLER FORD COMPANY
PERRY AND DERRICK
RURAL ELECTRIC COOP OF HILLSBORO
HAMILTON COUNTY PARK BOARD
NORWOOD SCHOOLD
ST. MART HOSPITAL
HEENSBURGER LUMBER COMPANY
MECCO INC
CINCINNATI GARDENS INC
HARDING JONES PAPER COMPANY
WARREN COUNTY WATER DEPARTMENT
GREEN TOWNSHIP
FOREST PARK, OH, CITY OF
ELKS LODGE & COUNTRY CLUB
WILLIAMSBURG SCHOOL
TRAVEL REST MOTEL
SPRINGDALE, OH, CITY OF
CLERMONT NORTHEASTERN SCHOOL
DAY HEIGHTS FIRE DEPARTMENT
SEVENTH DAY ADVENTIST SCHOOL AND CHURCH
REILY TOWNSHIP SCHOOL
CHEVIOT BUSINESS ASSOCIATION
LEBANON, OH, CITY OF
MORROW, OH, VILLAGE
ST. JAMES SCHOOL
ARLINGTON HEIGHTS
W L W
PISGAH VOLUNTEER FIRE DEPARTMENT
U.S. DEPT. OF HEALTH, EDUCATION, AND WELFARE
RUSSELVILLE, OH, VILLAGE OF
BETHEL, OH, VILLAGE OF
AMELIA, OHIO VILLAGE OF
SOUTHERN OHIO CABLE DIVISION
O K I
ST. COLUMBAN SCHOOL
SOUTHWESTERN OHIO WATER COMPANY
MONROE, OH, VILLAGE OF

LICENSEE
CINCINNATI BOARD OF EDUCATION
GAS DEPARTMENT TELEMETERING
C.A.T.V. (Separate)
LINCOLN HEIGHTS, OH, CITY OF
ITT TELEPHONE
HAMERSVILLE, OH, VILLAGE OF
CLERMONT COUNTY, OH
MERRELL NATIONAL LABORATORIES
U.S. PRECISION LENS
CINCINNATI GEAR COMPANY
NEW MIAMI, OH, VILLAGE OF
XAVIER UNIVERSITY
BUTLERVILLE, OH, VILLAGE OF
GULF OIL COMPANY
MOBILCOMM INC.
KEENER COPROARTION
WGUC
CELOTEX CORPORATION
CONRAIL
MOSLER SAFE COMPANY
FINNEYTOWN SCHOOL DISTRICT
TRINITY INDUSTRIES (ORTNER DIVISION)
THRIFTWAY
SPRINGWATER COOKIE
OLDFIELD EQUIPMENT COMPANY
KEEBLER (BAKERY)
BURKE MARKETING COMPANY
ST. MARGARET MART CHURCH
FINN EQUIPMENT COMPANY
VELVA SHEEN
EXECUTONE LAURELL KENNELS
DEERFIELD MFG. COMPANY
DOCUMENTAL FILE REVIEWS
AMKO PLASTICS
PRO PIPE
GREENHILLS-FOREST PARK BOARD OF EDUCATION
TERRACE PARK COUNTRY CLUB
CECOS-CER. COMPANY (BFI)
SPRINGFIELD TWP. FIRE DEPARTMENT
VAAD HOIER CINCINNATI
DRAVO
DEACONESS HOSPITAL
INTERNATIONAL FRUIT
TRI COUNTY TOYOTA-MERCEDES

<b>LICENSEE</b>
ALBERT, MIKE -LEASING
INVICTUS TELECOMMUNICATIONS , INC
ROSE CHEVROLET
TELE-COMMUNICATIONS INC
KINGS ISLAND
VELCO INC
OAKLEY BUSINESS ASSOCIATION
TELECOM PLUS
McCLUSKEY CHEVROLET
MIDDLETOWN HOSPITAL
E.D.E. REPORTS
FIBRE-GLASS EVERCOAT COMPANY
CHRIST HOSPITAL
SPRINT BWG
F & F KOENIGKRAMER
FOX PAPER
UNITED DAIRY FARMERS
WARREN COUNTY ENGINEERS
AVRIL , G. A. COMPANY
WAKW RADIO STATION
RANDOM CORPORATION
COLLEGE PRESBYTERIAN
CINCINNATI, ERUV COMMITTEE
CHAMPION INTERNATIONAL CORP
HAMILTON SORTER
PHI KAPPA THETA
GENERAL FIBER OPTIC-----
QWEST/LITEL FIBER OPTIC-----
CG&E FIBER OPTIC----- POLE AND DUCT SPACE RENTAL
CENTRAL TRUST TOWER FIBER OPTIC-----
CG&E FIBER OPTIC----- WESTEND-CHARLES ASHLAND-OAKLEY
BLUE ASH FIBER OPTIC-----
FISHEL FIBER OPTIC -----MAUD, OHIO TO CAREW TOWER
MCI FIBRE OPTIC-----
U.S TELECOM FIBRE OPTIC-----
CINCINNATI BELL TELECOM FIBRE OPTIC-----
INTERMEDIA COMMUNICATIONS (TELECOM)
S AND S DELIVERY
WPFB RADIO
USA MOBILE COMMUNICATIONS (TELE-PAGE)(ARCH PAGING)
DIRECTEL CO.
WESTERN HILLS VET. COUNCIL
FAME TOOL
PIERRE FROZEN FOOD

LICENSEE
SCHOTT BUICK
OHIO CASUALTY INSURANCE COMPANY
SPEEDY MUFFLER KING INC (AUTO SYSTEMS EXPERTS)
HAMILTON CO. COOP. EXT, SER.
COLLEGE HILL URBAN REDEVELOPMENT
FAY APARTMENTS
MOSCOW ,OH, VILLAGE
COHEN BROTHERS
SOUTH CENTRAL POWER
KENDALL FUTURA COMPANY
KENWOOD PLAZA LIMITED PARTNERSHIP
CATV OPERATING BUDGET
PHTHALCHEM INC
HIGGINSPOET, OH, VILLAGE OF
U.S. DEPT. OF INTERIOR GEOLOGICAL SURVEY
WHITLING LUMBER & MILLWORK COMPANY
HESS & EISENHARDT
UNION TOWNSHIP-BUTLER COUNTY
CARLISLE, MUNICIPALITY OF
BENEDICT ENTERPRISES
CINCINNATI , UNIVERSITY OF
MILFORD TOWNSHIP (BUTLER CO.)
METROPOLITAN SEWER DISTRICT
STEELCRAFT MFG INC
WCET TELEVISION—CHANNEL 48
McGRAW CONSTRUCTION CO INC.
CWN PLATING SERVICE , INC
QUEST
CINCINNATI FAN
SUN CHEMICAL CORPORATION
FLUOR FERNALD
JEFF WYLER
LEWIS CENTER, PAULINE WARFIELD
GREAT OAKS JOINT VOCATIONAL SCHOOL DISTRICT
F.A.A. REQUIREMENTS/ CORRESPONDENCE
CONCRETE TECHNOLOGY , INC
MONSANTO CHEMICAL COMPANY
ANDREW JERGENS COMPANY
LaROSA'S
MT WASHINGTON CIVIC ASSOCIATION
W.C. FAIRFIELD COMPANY
SORTA (SOUTHWESTERN OHIO RRGIONAL TRANSIT ASSOC)
NEMANN COMPANY
NEW HORIZONS HELICOPTERS INC

<b>LICENSEE</b>
PRICE HILL ,OH,
PRECISION FRAME AND BODY
DEBCO ELECTRONICS , INC
THAD INDUSTRIES
RUMPKE INC
LOCKLAND BOARD OF EDUCATION
SENCO PRODUCTS
LEHR PRECISION, INC
U.S. ARMY CORPS OF ENGINEERS
VORY'S BROTHERS
PHI DELTA THETA
WTSJ RADIO
MARINER'S LANDING
MEYER TOOL
SQUERI FOODS INC
GREENHILLS CIVIC FOUNDATION
BENNER COMPANY
THAMAN RUBBER COMPANY
BRENTWOOD SAVINGS & LOAN
TEXO CORPORATION
TEXAS EASTERN PRODUCTS PIPELINE
EWING INDUSTRIES (NORTHGATE MALL)
HUDEPOHL-SCHOENLING BREWING COMPANY
E. M. SCIENCE
MADISONVILLE BUSINESS ASSOCIATION
ST. LUKE NURSING HOME
ARTS EQUIPMENT AND SUPPLY
COLUMBIA TUSCULUM COOM. COUNCIL
CORPUS CHRISTI CHURCH
HYDE PARK -EAST- BUSINESS ASSOCIATION
FELICITY, OH, CITY OF
CINCINNATI, UNIVERSITY OF FOUNDATION
SOUTH LEBANON ,OH, VILLAGE
SAYLOR PARK ,OH, VILLAGE OF
WAYNE TONSHIP
CONSOLIDATED METAL
PRICE HILL COMMUNITY COUNCIL (EAST)
CHILDREN'S HOSPITAL
MEIJER
METALEX MFG.
PLEASANT RIDGE COMMUNITY COUNCIL
CARTHAGE CIVIC LEAGUE , INC
BARRETT PAVING
INNOVATTA

LICENSEE
CENTURY EQUIPMENT COMPANY
NORTH AVONDALE NEIGHBORHOOD ASSOCIATION
LINWOOD COMMUNITY
UNITED DAIRY FARMERS
KINGS LOCAL SCHOOL DISTRICT
HEALTH CARE INFORMATION CORPORATION
MIAMI SYSTEMS CORPORATION
MESSER CONSTRUCTION COMPANY
MCI TELECOMMUNICATIONS
MILVILLE ,OH, VILLAGE
WHITEWATER TOWNSHIP
TASTEMAKER
TOOL SALES AND SERVICE
SEDAMSVILLE COMMUNITY COUNCIL (CIVIC ASSOCIATION)
AVONDALE COMMUNITY COUNCIL
ASSOCIATED LAND DEVELOPMENT , INC
CINCINNATI METROPOLITAN HOUSING
MADISON BOARD OF EDUCATION
KERRY CHRYSLER JEEP
MICROVISION (MIC)
COLLEGE CABLE (ccs)
OHIO VALLEY FLOORING
COLERAIN TOWNSHIP
INDICOM
MUTUAL MANUFACTURING
CINCINNATI-HAMILTON COUNTY COMMUNITY ACTION
CINERGY COMMUNICATION INC---(KDL---PALMYRA IND.)
RAPID TRANSMIT TECH INC
AMVETS POST 1988
ICG TELECOM GROUP INC
PROVIDENT BANK (2501 GILBERT -BRANCH)
BFI---
PLEASANT PLAIN ,OH, VILLAGE OF
MT ORAB ,OH, VILLAGE OF
SEARS INDUSTRIAL SALES
MAINEVILLE ,OH, VILLAGE
GRAMMAS DEVELOPMENT
GATE OF HEAVEN CEMETERY
CINCINNATI PAPERBOARD
ST. MARK OUTREACH CENTER
ULMER'S AUTO CARE
TOTE'S
TENDER MERCIES
BERENGIELD CONTAINERS, INC

LICENSEE
BOND HILL COMMUNITY COUNCIL
HEIGHTS COMMUNITY COUNCIL
AMERICAN LEGION POST 199 "JB YEAGER"
FERNALD, INC. "FLUOR DANIEL"
CLERMONT COUNTY MENTAL HEALTH
CHILD FOCUS, INC.
WINTON WOODS CITY SCHOOLS
COMM LINE (TELECOM)
ADELPHIA (TELECOM)-OF OHIO AN KY
PATHNET (TELECOM)
WILLIAMS COMMUNICATION
GTE NORTH (TELEPHONE) (NEW INDEX)
SYMME TOWNSHIP
TIME WARNER CABLE-(JOINT TRENCH PURCHASE ORDERS)
ANDERSON TOWNSHIP
GENERAL TOOL
COURTESY CHEVROLET
EVANSTON COMMUNITY COUNCIL
METRICOM, INC
CBT TELECOM
CITY SIGNAL
CLERMONT COUNTY-BATAVIA
McLEOD USA
XO COMMUNICATIONS
THE WORK RESOURCE CENTER
AEP (METRO XMIT)
VALLEY ASPHALT CORPORATION
GIVAUDAN
PENSION CORP OF AMERICA
CINCINNATI OPERA ASSOCIATION
BUTLER METROPOLITAN HOUSING AUTHORITY
INDIAN HILL BOARD OF EDUCATION
RILEY FURNITURE GALERIES
CINCINNATI HILLS CHRISTAIN ACADEMY
READING ROCK
HAMILTON COUNTY BUSINESS CENTER
CITY GOSPEL MISSION
CINCINNATI STATE TECHNICAL AND COMMUNITY COLLEGE
ROHM AND HAAS
CINCINNATI BALLET
CINCINNATI SUB-ZERO PRODUCTS
HEALTH PERSONNEL OPTIONS
ARCHDIOCESE OF CINCINNATI
HARTWELL COUNTRY CLUB



<b>LICENSEE</b>
UNIVERSITY OF CINCINNATI-RAYMOND WALTERS
MT AUBURN COMMUNITY COUNCIL
MERCEDES-BENZ OF CINCINNATI
HAMERSVILLE ELECTRIC
NORTH FAIRMOUNT COMMUNITY COUNCIL
ST URSULA ACADEMY
AMERICAN LEGION POST 72-MT CARMEL
UNIVERSITY VILLAGE ASSOCIATION
CINCO
CURRENT TECHNOLOGIES
CINCO CREDIT UNION
WINTON SAVINGS AND LOAN
BSH-THE DOOR AND HARDWARE PEOPLE
AMERITECH--OBT--
GEORGETOWN PUBLIC UTILITIES
INNOVATIVE FIBER OPTIC SOLUTIONS , LLC
PETER CREMER NORTH AMERICA,LP
CONCRETE TECHNOLOGY LLC
UNION TOWNSHIP-CLERMONT COUNTY
FAITH CHRISTIAN FELLOWSHIP CHURCH
WOESTE GROUP-BEECHMONT TOYOTA
HAMILTON POLICE DEPARTMENT
ADLETA CONSTRUCTION
CMC PROPERTIES
LATTICE COMMUNICATIONS
ST SUSANNA
FINDLAY MARKET-(THE CORPORATION FOR)
TRENTON, CITY OF
PIERCE TOWNSHIP-(TOWNSHIP & SCHOOLS)
WEST CHESTER TOWNSHIP
LITTLE MIAMI SCHOOLS
TIME WARNER CABLE OF CINCINNATI
BRIGHT FUTURE PARTNERS, dba RED
WEST HARRISON-CITY OF--INDIANA
MARCOM TECH INC.
BESL TRANSFER COMPANY
PEAK TRAFFIC SYSTEMS
ADVANCED DRAINAGE SYSTEMS INC
MT AIRY TOWN COUNCIL
WORD OF DELIVERANCE MINISTRIES FOR THE WORLD
HARRISON CONCRETE INC
CINCINNATI ZOO AND BOTANICAL GARDEN
VICTORY NEIGHBORHOOD SERVICES AGENCY , INC
AT&T TELECOM

LICENSEE
DOWNLITE INT.
DOWNLITE
BRYER CABLE TV CORPORATION
TERRA FIRMA ASSOCIATES
TEDIA COMPANY INC
MCI
EASTERN BROWN LOCAL SCHOOLS
CINCINNATI COLLEGE PREPARATORY ACADEMY
MCI METRO ATS
RIVER DOWNS

COMMUNITY
BLANCHESTER
CITY OF LEBANON & SURROUNDING AREA
CLARK TWP
CLARK TWP
CLEARCREEK TWP
CORRIDOR HAM TWP
GREEN TWP
HAMILTON TWP
HARLIN TWP
HARLIN TWP
LAKE WAYNOKA
LIBERTY TWP
MARION TWP
MIAMI TWP
MONROE/OHIO TWP CORR
MORGAN TWP
MT ORAB
PIKE TWP
ROSS TWP
SALEM TWP
SCOTT TWP
SPRINGBORO (VILLAGE OF)
STERLING TWP
TURTLECREEK TWP
UNION TWP
WAYNE TWP
WHITEWATER TWP (MICROVISION CABLE)

**Duke Energy Ohio, Inc.**  
**Case No. 08-709-EL-AIR**  
**Ohio Cable Telecommunications Association**  
**First Set Interrogatories**  
**Date Received: October 24, 2008**

**OCTA-INT-01-009**

**REQUEST:**

Please explain whether Duke has determined if there were any inaccuracies in the "recent pole attachment audit" mentioned on page 12 of Mr. Storck's Direct Testimony. Describe fully all inaccuracies found.

**RESPONSE:**

Objection. This interrogatory is overly broad and burdensome and requires Duke Energy Ohio to resort to speculation with respect to the intended meaning of 'inaccuracies'. Answering further, the OCTA can readily obtain the information on any alleged inaccuracies from its member organization(s) and thus must do so under the Ohio Administrative Code.

**PERSON RESPONSIBLE: N/A**

**Electric Utility Owners Using FERC Part 191 Accounts (excluding independent carriers)**  
**BASED UPON 2007 FERC FORM 100A**

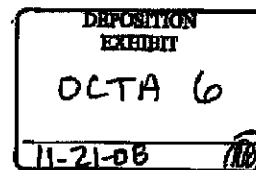
[illegible]

<p> <math display="block">[\text{Investment in Accounts } 364 + 365 - 366] - (\text{Depreciation in } 364 + 365 \times 368) - \text{ADIT in } 364 + 365 \times 367</math> </p>					
284,325,121 + 283,483,354 + 48,633,619	- 100,036,619	- 69,624,712	- 34,674,967	- 28,170,918	-
			-481,058	-484,525	254,141,948
					8.54%
<p> <b>5 Administrative and General Expenses</b> </p>					
<p> <b>Total Administrative and General Expenses</b> </p>					
				243,348,885	-
				7,111,496,368	-
				- 2,188,039,359	- 12,076,390
					5.22%

Rate of Return	8.26%
Depreciation Expense	5.75%
Federal, State, and Other Taxes	6.97%
Maintenance Expense	6.64%
Administrative Expenses	5.22%
Total Annual Carrying Charge Rate	<u>36.83%</u>

98.0% (Cont's Pole Investment - Pole Compensation Received - ADIT for Poles)			
Number of Poles in Service			
0.85	( 284,538,121 )	- 100,438,810	- (482,059,931)
		248,901	
			\$831,371

1	Net Investment per Bare Pole x Annual Carrying Charge = Annual Pole Cost				
	5601.71	x	30.83%		\$1708.73
2	Annual Pole Cost x Attachment Percentage of Usable Pole Spans = Attachment Rate for CATV				
	\$1884.73	x	7.41%		\$139.42



CG&E Data

Duke Energy Ohio

Pole Attachment Formula  
For Electric Utility Pole Owners  
BASED UPON 2007 FERC FORM 1 DATA

<u>FCC Pole Attachment Rate Formula</u>	<u>Amount</u>	<u>Reference/Source</u>
1 Gross Pole Investment	\$284,535,121	A. Below
2 Pole Depreciation Reserve	\$100,035,816	B1 below
3 Crossarm Factor	\$27,747,204	(1.minus 2.minus R1.) times 15 percent
4 Accumulated Deferred Taxes	-\$12,075,399	R. Below
5 Net Pole Investment	\$184,981,362	1. minus 2..minus R1.
6 Number of Poles	245,901	D. Below
7 Net Investment Per Bare Pole	\$631.71	5. minus 3. divided by 6.
8 Pole Maintenance		
A. Maintenance of Overhead Lines	\$25,170,919	E. Below
B. Total Investment in Poles	\$817,634,311	A. plus F. Plus G.
C. Depreciation Reserve	\$224,535,595	B1+B2+B3
D. Accumulated Deferred Taxes	-\$1,048,232	R1+R2+R3
E. Total Investment in Poles - Net	\$384,146,845	8B. minus 8C. Minus 8D.
F. Pole Maintenance Ratio	6.54%	8A. divided by 8E.
9 Depreciation	3.75%	(1. divided by (1. minus 2. minus R1.)) times H.
10 Administration	5.22%	(I. divided by (J. minus K. minus R.))
11 Taxes (Normalized)	6.97%	(L. through Q.) divided by (J. minus K minus R..)
12 Rate of Return	8.24%	S. Below
13 Total Carrying Charge	30.83%	8F. plus (9. through 12.)
14 Allocated Space	7.41%	1 divided by 13.5 (Pole Space Reserved)
15 Maximum Rate	\$14.42	(7. times 13.) times 14.

Input Data

A. Poles, Towers, & Fixtures (Acctg.354)	\$284,535,121	FERC Form 1, Page 207, Line 64 Column g
B. Accum. Depr. - Distribution Plant	\$551,961,422	FERC Form 1, Page 219, Line 26 Column c.
1. Accum Depr. for FERC Acctg 354	\$100,035,816	Provided by Fixed Asset Accounting
2. Accum Depr. for FERC Acctg 355	\$89,824,712	Provided by Fixed Asset Accounting
3. Accum Depr. for FERC Acctg 359	\$34,674,187	Provided by Fixed Asset Accounting
C. Gross Investment - Distribution Plant	\$1,627,976,822	FERC Form 1, Page 207, Line 75 Column g
D. Number of Distribution Poles	245,901	Provided by Cost Accounting
E. Mlce of Overhead Lines (Acctg. 593)	\$25,170,919	FERC Form 1, Page 322, Line 149 Column b.
F. Overhead Conductors & Devices (Acctg. 366)	\$283,453,254	FERC Form 1, Page 207, Line 66 Column g.
G. Services (Acctg. 359)	\$49,535,935	FERC Form 1, Page 207, Line 69 Column g.
H. Depreciation Rate - Distribution Property	2.44%	Provided by Plant Accounting
I. Admin. & Gen. Exps. (Acctgs. 920-935)	\$243,358,885	FERC Form 1, Page 323, Line 137 Column b.
J. Utility Plant in Service	\$7,118,488,388	FERC Form 1, Page 200, Line 8 Column c.
K. Accum. Depr. - Utility Plant in Service	\$2,469,655,355	FERC Form 1, Page 200, Line 23 Column c.
L. Taxes Other Than Income Taxes (Acctg. 408.1)	\$179,893,897	FERC Form 1, Page 114, Line 14 Column g.
M. Income Taxes - Federal (Acctg. 409.1)	\$124,555,273	FERC Form 1, Page 114, Line 15 Column g.
N. Income Taxes - Other (Acctg. 409.1)	\$15,291,377	FERC Form 1, Page 114, Line 16 Column g.
O. Prov. for Deferred Inc. Taxes (Acctg 410.1)	\$44,371,772	FERC Form 1, Page 114, Line 17 Column g.
P. (Less) Prov. for Def. Inc. Taxes - Cr. (Acctg 411.1)	-\$38,639,145	FERC Form 1, Page 114, Line 18 Column g.
Q. Investment Tax Credit Adj. - Net (Acctg 411.4)	-\$1,318,357	FERC Form 1, Page 114, Line 19 Column g.
R. Accumulated Deferred Inc. Taxes (Acct 190)	-\$12,075,399	FERC Form 1, Page 234, Line 8, Column c.
1. ADIT for Poles (Acct 354)	-\$483,056	Deferred Tax Calculation Worksheet
2. ADIT for Overhead Conductor (Acct 355)	-\$480,841	Deferred Tax Calculation Worksheet
3. ADIT for Services (Acct 359)	-\$84,535	Deferred Tax Calculation Worksheet
S. Rate of Return	8.24%	PUCO Case No. 05-0069-EL-AIR
T. Space Occupied	1.00	FCC Order Docket 97-151
U. Usable Space	13.5	FCC Order Docket 97-151
V. Pole Height	37.5	FCC Order Docket 97-151

**The Cincinnati Gas & Electric Company**  
**Allocation of Accumulated Deferred Tax Balances (Acct. 190)**  
**To Plant Accounts 364, 365 and 369**  
**Twelve Months Ended December 31, 2007**

			FERC Form No. 1 Source
Allocated ADIT Amounts			
(\$)			
Accumulated Deferred Taxes (Acct. 190)		14,619,398	Pg 234, line 18, column c
Less: ADIT Related to Gas		5,671,390	Pg 234, line 18, column c
Less: ADIT Related to Other		21,024,407	Pg 234, line 17, column c
Accumulated Deferred Taxes for Electric		<u>(12,076,399)</u>	
Electric Plant in Service	(\$)	% of Total	(\$)
Total Plant	<u>7,118,468,388</u>	<u>100.00%</u>	Pg 207
Poles (Acct. 364)	284,535,121	4.00%	(483,056) Pg 207
Overhead Conductor (Acct. 365)	283,463,254	3.98%	(480,641) Pg 207
Services (Acct. 369)	49,635,936	0.70%	(84,535) Pg 207
Total Accts 364, 365 and 369			<u>(1,048,232)</u>

Source: Duke Energy 2007 FERC Form No. 1

The average percentage increase (decrease) in the total bill of customers under RTP-DS, RTP-DP, and RTP- TS, including a firm supply of electric generation, should the increase be granted in full is 17.21%, 34.90% and (0.34%) respectively.

**PROPOSED RATE PA  
POLE ATTACHMENT/CONDUIT OCCUPANCY TARIFF  
P.U.C.O NO. 1, SHEET NO. 1.6**

**APPLICABILITY**

Applicable to any person or entity other than a public utility (hereinafter "Licensee") authorized to complete a "wireline attachment" or an "occupancy", as defined herein, to any distribution pole or in any conduit in the service territory of Duke Energy Ohio, Inc. (hereinafter the "Company"). As used in this Tariff, a "wireline attachment" is the attachment of wire or cable and associated facilities or apparatus within one (1) foot of vertical space to any distribution pole owned by the Company and "occupancy" is the placement of wire or cable and associated facilities or apparatus in conduit space owned by the Company.

Rentals for any requested attachment or occupancy other than those to which this Tariff applies, including but not limited to wireless and WiFi equipment/attachments and overlanding of existing attachments, shall be negotiated separately between the Company and prospective attacher. The size, type, and placements of any attachment or occupancy that is not subject to this Tariff shall be at the sole discretion of the Company and in compliance with a signed agreement between the Company and prospective attacher authorizing such attachment or occupancy.

**AGREEMENT**

Before any wireline attachment or occupancy is made, Licensee shall enter into and be bound by a Pole Attachment or Conduit Occupancy License Agreement (hereinafter the "Agreement"). The Agreement shall specifically authorize the type of service to be provided, e.g., cable television. In addition to any wireline attachment or occupancy, the Agreement may authorize other attachments to which this Tariff does not apply, as agreed between the Company and Licensee.

The Company expressly reserves the right to establish terms and conditions in the Agreement that are not inconsistent with this Tariff.

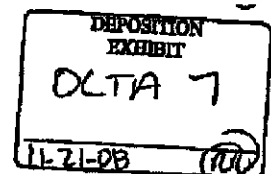
**ATTACHMENT CHARGES**

An annual rental of \$14.42 per wireline attachment shall be charged for the use of the Company's poles. Any attachments outside the one (1) foot of vertical space will be considered another attachment and a separate annual rental charge will apply. The charge will apply if any portion of a pole is occupied or reserved at the Licensee's request.

For conduit occupancy, the occupancy fee per linear foot shall be negotiated by the Company and Licensee based on the location, space availability and other factors.

**PAYMENT**

All payments due from Licensee shall be invoiced by Company and payment shall be made by Licensee within twenty-one (21) days from the date of invoice. When any payments due from Licensee are not timely made, the amount due shall be adjusted to include interest.





equal to one and one-half percent (1.5%) of the unpaid amount, which will accrue monthly until paid.

The annual rental amount shall be paid in advance by Licensee.

As new wireline attachments or occupancies are made after the initial rental year, rentals for such wireline attachments or 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 wireline attachments that Licensee removed or any occupancy that Licensee caused, at its expense, to be removed and for which the Company received written notice from Licensee, the yearly rental shall be adjusted on the same basis.

## **TERMS AND CONDITIONS**

### **1. APPLICATION**

Before any wireline attachment is made by Licensee or any occupancy is made on Licensee's behalf, Licensee shall make written application for permission to install such wireline attachment on any pole of the Company or occupy any conduit of the Company. The written application shall specify the location of each pole or conduit in question, the character of the proposed attachment or occupancy, and the amount and location of space desired. Within forty-five (45) days after receipt of such written application, the Company shall notify Licensee in writing whether or not it is willing to permit the wireline attachment or occupancy and, if so, under what conditions. Licensee is not presumed to have permission to make any wireline attachment or to occupy Company's conduit in the event notification is not made by the Company within forty-five (45) days of its receipt of Licensee's written application. The Company shall have the sole right to determine the availability of such pole or 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 use 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 or install conduit for the sole use by Licensee. Permission to occupy a conduit, if granted, shall not authorize Licensee to access the Company's conduit. Such access shall be limited to the Company or its designated representative.

### **2. TECHNICAL MANUALS**

Upon the execution of the Agreement and before Licensee makes any wireline attachment or causes an occupancy to be made, Licensee shall send the Company all manufacturer's technical manuals and information, construction standards and manuals, and feasibility or loading studies regarding the equipment Licensee proposes to use pursuant to the provisions of the Agreement.

### **3. TECHNICAL SPECIFICATIONS**

All wireline attachments or occupancies are to be placed on poles or in conduit of the Company in a manner satisfactory to the Company and so as not to interfere with the present or any future use that the Company may desire to make of such poles, wires, conduits, or other facilities. All wireline attachments or occupancies shall be installed and maintained by Licensee or on Licensee's behalf and at its expense so as to comply at least with the minimum requirements of the National Electrical Safety Code, any requirements that may be established by the Company, 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 wireline attachments on the

Company's poles or occupancy in the Company's conduit. 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. REPLACEMENT COSTS**

In any case where it is necessary for the Company to replace a pole or conduit because of the necessity of providing adequate space or strength to accommodate the wireline attachments or occupancy of Licensee thereon, either at the request of Licensee or to comply with the above mentioned 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 or conduit, including material, labor, and applicable overheads, plus the cost of transferring existing electric facilities to the new pole or conduit, plus the cost of removal of the existing pole or conduit and any other incremental cost required to provide for the wireline attachments of or occupancy by 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 from the existing pole or conduit and re-establishing the same or like attachments on the newly installed pole or in the newly installed conduit. The new pole or 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 or conduit.

**5. REARRANGING COSTS**

If Licensee's proposed wireline attachments or occupancy can be accommodated on existing poles or in existing conduit of the Company by rearranging facilities of the Company and of other licensees thereon and if the Company and other licensees are willing to make such rearrangement, such rearrangement shall be made by the Company and such other licensees, and Licensee shall reimburse the Company and such other licensees for any expense incurred by them in transferring or rearranging such facilities. Any additional guying required by reason of the attachments of Licensee shall be made by Licensee at its expense and to the satisfaction of the Company. The Company shall not be responsible for coordinating the relocation of third party attachments.

**6. INSPECTIONS**

The Company reserves the right to inspect each new installation of Licensee on its poles and in its conduit and to make periodic inspections/inventories every five (5) years or more often if, in the Company's sole discretion, the conditions may warrant, and Licensee shall reimburse the Company for the expense of such inspections/inventories. 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. When an unauthorized attachment or occupancy is found during an inspection/inventory, the Licensee will pay the Company an unauthorized attachment or occupancy sanction in the following amounts: \$100 per unauthorized attachment or occupancy plus five (5) years annual rental if an unauthorized attachment or occupancy is found and Licensee has not participated in a required audit; or, \$50 per unauthorized attachment or occupancy plus five (5) years annual rental if the Licensee does participate in the audit or identifies the unauthorized attachment or occupancy on its own.

**7. SAFETY VIOLATIONS**

Whenever the Company notifies Licensee in writing that the wireline attachments or occupancies of Licensee interfere with the operation of facilities of the Company or

other licensee, constitute a hazard to the service rendered by the Company or other licensee, or fail to comply with codes, regulations, or requirements set forth in Paragraph 3 above or in the Agreement, Licensee shall, within ten (10) days after the date of such notice, remove, rearrange, or change its wireline attachments or ensure that, at its expense, its occupancy is removed, rearranged, or changed as directed by the Company. In case of emergency, the Company reserves the right to remove or relocate the Licensee's wireline attachments or occupancy at Licensee's expense and without notice, and no liability therefore shall be incurred by the Company because of such action.

Licensee shall be assessed a sanction of \$200 dollars for each wireline attachment or occupancy that violates the codes, regulations, or requirements set forth in Paragraph 3 above or in the Agreement.

8. **INDEMNIFICATION**

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, operation and maintenance of facilities of Licensee on the poles or in the conduit 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.

9. **INSURANCE REQUIREMENTS**

Licensee agrees to obtain and maintain at all times during the period Licensee has wireline attachments on the Company's poles or occupancy in the Company's conduit, 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. **CERTIFICATE OF INSURANCE**

Prior to making wireline attachments to the Company's poles or occupancy in the Company's conduit, 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 thirty (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 Licensees before starting work, to obtain policies of insurance that are not subject to any exceptions or exclusions that the Company finds objectionable.

**11. DISCONTINUATION OF COMPANY FACILITIES**

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, attachments, conduit, or facilities regardless of any wireline attachment to the Company's poles by Licensee or occupancy in the Company's conduit by Licensee, and Licensee shall, at its sole cost and within ten (10) days after written notice by the Company make or cause to be made such changes in, including removal or transfer of, its wireline attachments or occupancies as shall be required by such action of the Company.

**12. ABANDONMENT**

Licensee may at any time abandon the use of a pole or conduit under the Agreement hereunder by removing therefrom all of its wireline attachments or by requesting the Company to remove, at Licensee's expense, all of its occupancies and by giving written notice thereof to the Company.

**13. PERMITS, EASEMENTS, AND RIGHTS-OF-WAY**

Licensee shall secure any right, license or permit from any governmental body, authority, or other person or persons that may be required for the construction or maintenance of Licensee's wireline attachments or occupancies, at its expense. The Company does not guarantee any easements, rights-of-way or franchises for the construction and maintenance of such wireline attachments or 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 attachment on the Company's pole or occupancy in the Company's conduit.

**14. SUPPLY OF ELECTRIC SERVICE**

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. USE BY THIRD PARTIES**

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 or conduit covered by the Agreement, and the Company shall have the right to continue and extend any such rights or privileges heretofore granted. The wireline attachment and occupancy privileges granted hereunder shall at all times be subject thereto.

**16. BOND**

Licensee shall furnish a 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 making attachment to the Company's poles or occupying the Company's conduit.

17. **REIMBURSEMENT FOR WORK PERFORMED**

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 thirty (30) days after presentation.

18. **DEFAULT**

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 sixty (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 or conduit and Licensee's wireline attachments or occupancies to which such default or non-compliance is applicable, and remove wireline attachments or occupancies of Licensee at Licensee's expense, and no liability therefore shall be incurred by the Company because of such action.

19. **MAPS**

The area covered by the Agreement shall be 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. **EXPIRATION OF AGREEMENT**

If Licensee does not exercise the rights herein granted within six (6) months from the execution date of the 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 sixty (60) days prior to the end of any yearly term. Licensee shall completely remove its wireline attachments from the Company's poles or direct the Company to remove, at Licensee's expense, its occupancy in the conduit on or prior to the termination date, unless a new Agreement covering such poles or conduit has been executed by the Parties hereto.

21. **BINDING EFFECT**

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 and without the execution of a separate agreement between the Company and Licensee's assignee, transferee, or sublessee.

22. **DEPOSIT**

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.

23. **FORCE MAJEURE**

Except as may be expressly provided otherwise, neither Party shall be liable to the other for any failure of performance under the Tariff or Agreement due to causes beyond its reasonable control, including: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national emergencies, insurrections, riots, acts of terrorism, or wars; (c) strikes, lockouts, work stoppages, or other labor difficulties. To the extent practicable, the Parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the force majeure event causing the failure or delay has ceased. Each Party shall promptly notify the other Party of any delay in performance under this paragraph and its effect on performance required under the Tariff or Agreement.

If any pole or conduit of the Company is damaged or destroyed by a force majeure event so that, in the Company's sole discretion, the pole or conduit is rendered materially unfit for the purposes described in the Tariff or Agreement and the Company elects not to repair or replace the pole or conduit, then permission to attach to such pole or occupy such conduit shall terminate as of the date of such damage or destruction.

**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.

**OTHER PROPOSED CHANGES**

The Company proposes to make the following additional changes to its electric tariff:

1. **Section IV -- Customer's and Company's Installations, paragraph 3 -- Installation and Maintenance.** The following provision is added:

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

2. **Section VI -- Billing and Payment, paragraph 3 -- Temporary Discontinuance of Service.** The following provision is changed:

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

3. **Section VI – Billing and Payment, paragraph 6 – Net Metering.** The following sentence is added to the end of the third last subparagraph:

Credits will be limited to generation charges, and will not apply to other metered charges such as those for distribution and transmission service.

The above proposed provisions, rates, and charges are subject to changes, including changes as to amount and form, by The Public Utilities Commission of Ohio following a public hearing on the filed application. Recommendations which differ from the filed application may be made by the Staff of The Public Utilities Commission of Ohio or by intervening parties and may be adopted by the Commission.

Any person, firm, corporation or association may file, pursuant to Section 4909.19 of the Revised Code, an objection to such proposed increased rates by alleging that such proposals are unjust and discriminatory or unreasonable.

Any person, firm, corporation or association may file a motion to intervene. Intervenor may obtain copies of the application and other filings made by the Company by contacting Ms. Anita Schafer at (513) 419-1847, Duke Energy Ohio, Inc.

WHEREFORE, since the rates, prices, charges, and other provisions in DE-Ohio's current electric rate schedules do not yield just and reasonable compensation to DE-Ohio for supplying electric distribution service to the customers to which they are applicable, do not yield a just and reasonable return to DE-Ohio on the value of the property used for furnishing such electric distribution service to such customers, and result in the taking of DE-Ohio's property for public use without compensation and without due process of law, DE-Ohio respectfully prays that your Honorable Commission:

- (a) Accept this Application for filing;
- (b) Find that this Application and the attached Schedules filed herewith and incorporated herein, are in accordance with R. C. 4909.18 and the Rules of the Commission;
- (c) Approve the Form of Notice in the attached Schedule S-3;
- (d) Find that the current rates, prices, and charges for electric service are unjust, unreasonable and insufficient to yield reasonable compensation to DE-Ohio for the electric distribution service rendered;
- (e) Find that the proposed rates, prices, and charges are just and reasonable based upon the test period for the twelve months ending December 31, 2008, and approve such schedules in the form tendered herewith;
- (f) Find that DE-Ohio is in compliance with R. C. 4905.35;
- (h) Approve DE-Ohio's Application for Approval to Change Accounting Methods consistent with the Commission's approval of DE-Ohio's proposed deferrals in Case Nos. 08-711-EL-AAM and 08-710-EL-ATA and its Distribution Reliability Rider, and its Development Incentive Rider;

- 
- (i) Fix the date on or after which applicable services provided to non-residential customers are subject to the proposed rates at January 1, 2009; and
  - (j) Fix the date on or after which applicable services provided to residential customers are subject to the proposed rates at January 1, 2009.

A copy of the Application, including a copy of the present and proposed rate sheets, may be inspected by any interested party at the office of the Commission, 180 East Broad Street, Columbus, Ohio 43266-0573; or at the following business offices of the Company: 139 East Fourth Street, Cincinnati, Ohio or 644 Linn St. Cincinnati, Ohio 45203

Any interested party seeking detailed information with respect to all affected rates, charges, regulations and practices may inspect a copy of the application, including supporting schedules and present and proposed rate sheets, at the offices of the Commission at 180 East Broad Street, 13<sup>th</sup> floor, Columbus, Ohio, 43215-3793; by visiting the Commission's web site at <http://www.puco.ohio.gov>, selecting DIS, inputting 08-709 in the case-lookup box, and selecting the date the application was filed; or by telephoning the Commission at 1-800-686-7826. In addition, a copy of the application and supporting documents may be viewed at the business office of the Company at 139 East Fourth Street, Cincinnati, Ohio or 644 Linn St., Cincinnati, Ohio.

DUKE ENERGY OHIO, INC.



CINERGY.  
SERVICES  
Cinergy Services, LLC.  
39 Pitts Hurth St. 1st Fl., Rm 25 A 1 1  
2005 AUG 22 P 11:03 AM. 110x 96x  
37 Citicinnati, OH 4520 1 0960  
tel 513.287.384-1  
fax 513.287.2996  
e-mail @Jaschafer0chicigo.com,  
Allita M. Sdafer  
I'm a legal

VIA HAND DELIVERY

August 22, 2005

Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215

Re: Case No. 05-59-EL-AIR

Dear Docketing Division:

Enclosed please find the redacted version of the ISA which is to be filed in the public record of the above-captioned case. The filing is being made pursuant to the Entry by the Commission on August 10, 2005.

This is being served upon all parties of record in this case.

Should you have any questions, please contact me at (513) 287-3842.

Very truly yours,

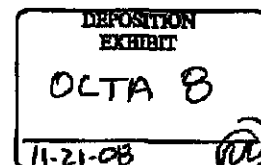
Allita M. Sch  
Senior Paralegal

Enclosure

This is to certify that the foregoing images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business,

3 A-  
Technician Date Processed

DI  
4  
INFRASTRUCTURE SERVICES AGREEMENT  
between



CCB OHIO, LLC  
and  
THE CINCINNATI GAS & ELECTRIC COMPANY  
Table of Contents

Page

1	Definitions	2
2	Purpose; Mutual Understandings and Term	7
2.1	Use of Utility Infrastructure	7
2.2	Compliance with Laws	8
2.3	Further Assurances	8
2.4	Term	9
2.5	Equipment Removal	9
2.6	Records Update	9
2.7	PLC Planning and Operating Committees	9
2.8	New Models of Equipment	11
2.9	Notice of Company Network Installations	11
2.10	Changes to CG&E Safety Procedures	11
2.11	Limitations on CG&E Obligations	12
2.12	Limitations on Access or Use	12
2.13	EPDS Agreement	12
3	Electric Distribution Network	12
3.1	Permitted Access and Use	12
4	Equipment Sites	15
4.1	Electric Distribution Substations	15
4.2	Other Equipment Sites	17
5	Utility Communications Network	18
5.1	Non-exclusive Access to CG&E's Utility Communications Network	18
5.2	Additions to the Utility Communications Network	19
5.3	Company Communications Facilities	19
6	Structural Network	19
6.1	Permitted Access and Use	19
6.2	Pole Attachments to CG&E Utility Poles	20
6.3	Pole Attachments to Non-CG&E Utility Poles	20
6.4		21
6.5	Conduit Access Agreement	21
6.6	Other Structural Network Facilities	21
7	Rights of Way	21
7.1	Right-of-Way Licenses	21
7.2	Right-of-Way Diligence	22
7.3	Company-Specific Rights-of-Way	22
7.4	New and Renewed CG&E Rights-of-Way	22
8	Records	22
8.1	System Records and Back Office Systems	22
8.2	Access to and Use of Distribution Facilities Data Tool	23
8.3	Access to and Use of TCOMS	24
8.4	Automatic Exchange of Back Office Systems	25
8.5	Engineering/Operations Assistance and Training	25
8.6	Confidentiality of Information	25
9	Use of CG&E Utility Linepersons; Use of Subcontractors	25
9.1	CG&E Linepersons	25
9.2	Lineperson Training	26
9.3	Use of Non-CG&E Linepersons	26
10	Compensation	27
10.1	Attachment/Access Fees	27

10.2.	Utility Communications Network Fees	27
10.3.	Retail Electric Services...	27
10.4.	Relocation of Utility Infrastructure	27
10.5.	Use of Fully Allocated Costs	27
10.6.	No Other Fees	28
10.7.	Invoices	28
11.	Governmental Authorizations	29
11.1.	Responsibility	29
11.2.	Cooperation	29
12.	Insurance	29
12.1.	Company Insurance	29
12.2.	Waiver of Subrogation	31
13.	Taxes	31
13.1^.	Real Estate Taxes	31
13.2.	Personal Property Taxes	31
14.	Dispute Resolution; Right to Cure; Indemnification; Limitation on Liability.	31
14.1.	Alternative Dispute Resolution	31
14.2.	Right to Cure	34
14.3.	Indemnification by Company	35
14.4.	Indemnification by CG&E	36
14.5.	Tendering Defense	37
14.6.	No Consequential Damages	37
14.7.	Specific Performance	38
15.	Covenants, Representations and Warranties	38
15.1.	Mutual Representations and Warranties	38
15.2.	Covenants, Representations and Warranties of CG&E Regarding the Utility Infrastructure	40
15.3.	Covenants, Representations and Warranties of CG&E Regarding the Rights-of-Way	42
15.4^.	Covenants, Representations and Warranties of the Company Regarding PLC Technology	42
16.	Sale or Relocation of Utility Infrastructure; Sale of Company Network	43
16.1.	CG&E	43
16.2.	Company	43
16.3^.	Relocation of Utility Infrastructure	44
17.	Miscellaneous	4^5
17.1.	Assignment	45
17.2.	Notices	4ra

^H

17.3.	Governing Law and Forum Selection	48
17.4.	Confidentiality	48
17.5.	Relationship of the Parties	49
17.6.	Time is of the Essence	49
17.7.	Force Majeure	^50
17.8.	Condemnation	50
17.9.	Table of Contents and Headings	51
17.10.	Entire Agreement	51
17.11.	Amendments	52
17.12.	No Waiver of Rights	52
17.13.	Binding Effect	52
17.14.	Severability	52
17.15.	Changes in Law	52
17^,16.	Counterparts	53
17.17.	Interpretation	53
17.18.	No Third Party Beneficiaries	53
17.19.	Environmental Hazards	53
17.20.	Environmental Hazards	54

17,21. Survivability 54

SCHEDULE 6.2 POLE ATTACHMENT AGREEMENT  
SCHEDULE 6.5 CONDUIT ACCESS AGREEMENT

iii

INFRASTRUCTURE SERVICES AGREEMENT

THIS INFRASTRUCTURE SERVICES AGREEMENT (the "Agreement") is made as of this 26th day of September, 2003 (the "Effective Date"), by and among CCB Ohio, LLC, a limited liability company organized under the laws of Delaware with its principal place of business at 221 East 4th Street, 26th Floor, Cincinnati, OH 45202 (the "Company") and The Cincinnati Gas & Electric Company, an Ohio corporation with its principal place of business at 139 East Fourth Street, Cincinnati Ohio, 45202 ("CG&E") (herein referred to collectively as the "Parties" and each a "Party");

WHEREAS, Current Broadband 1, LLC and Cinergy Broadband, LLC have organized CCB Communications, LLC, which in turn has organized the Company to (i) create, own and operate a powerline-based broadband communications network and (ii) provide facilities-based broadband communications, enhanced power distribution services, and other services utilizing power line communications technology within the Coverage Area (defined below); and

WHEREAS, the Parties desire to have the Company's PLC Technology (defined below) deployed across, through and along CG&E's Utility Infrastructure (defined below); and

WHEREAS, CG&E owns and/or has the requisite access to and right to use the Utility Infrastructure; and

WHEREAS, CG&E is willing to provide the Company with access to and use of the Utility Infrastructure for such purposes as set forth in this Agreement; and

WHEREAS, the Parties are developing and planning to implement Enhanced Power Distribution Services (defined below) for use on the Utility Infrastructure to provide operational efficiencies to CG&E; and

WHEREAS, the Parties acknowledge that the primary purpose of the Utility Infrastructure is to serve the electric distribution business of CG&E in accordance with Good Utility Practice and that CG&E's provision of access to and use of the Utility Infrastructure is vital to the Company's Business (defined below).

NOW, THEREFORE, for and in consideration of the foregoing, the covenants herein contained, and for other good and valuable consideration,

the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## 1. Definitions.

Capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning ascribed thereto in this Section 1. References to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder unless the context requires otherwise. Unless the context otherwise requires all references to "Sections," "Exhibits" and "Schedules" shall be deemed to refer to Sections (including all subsections thereto) within or Exhibits and Schedules to this Agreement. All Exhibits and Schedules to this Agreement are hereby incorporated herein. The word "including" shall mean including without limitation, and the word "or" shall not be limiting. Unless the context otherwise requires any word used in the singular form shall be interpreted as including the plural form thereof, and vice versa, and any word used in one gender shall be interpreted as including the other gender, as necessary or appropriate.

1.1. "Affiliate" means with respect to any Person any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person. A Person shall be deemed to "control," be "controlled by" or be "under common control with" any other Person if such other Person possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities or partnership or member interests, by contract or otherwise. Notwithstanding the foregoing, for purposes of this Agreement, neither the Company nor any of its Affiliates shall be deemed to be an Affiliate of CG&E.

1.2. "Authorized Spectrum" shall have the meaning set forth in Section 3.1.4.

1.3. "Back Office Systems" means a system or group of systems that support a business process or group of processes, including outage management systems, work order and work flow systems, and operations systems.

2

1.4. "Business" means the provision of Services in the Coverage Area using, in whole or in part, PLC Technology and all related activities reasonably necessary for the provision of Services provided such Services and ancillary activities do not violate any Law.

1.5. "CG&E" has the meaning set forth in the preface of this Agreement and shall include CG&E successors and assigns.

1.6. "Company" has the meaning set forth in the preface to this Agreement and shall include Company successors and assigns.

1.7. "Company Network" means all land, structures, buildings, facilities, and equipment, including PLC Technology facilities and equipment and non-PLC Technology facilities and equipment now

or hereafter owned, leased or used by Company in engaging in the Business, excluding Utility infrastructure.

1.8. "Confidentiality Agreement" means the "Confidentiality Agreement" dated September 26, 2003 between the Parties.

1.9. "Coverage Area" means the electric service territory of CG&E as certified by the PUCO during the Term of this Agreement.

1.10. "Distribution Facilities Data Tool" means the computer-based system used by CG&E for identifying and tracking the placement and location of its electric distribution facilities.

1.11. "Effective Date" means the date first written above in the preface of this Agreement,

1.12. "Electric Distribution Network" means all CG&E equipment now or hereafter owned, leased, or used for the distribution of electricity in the Coverage Area, including (i) distribution lines (primary and secondary), (ii) switches, (iii) distribution transformers, (iv) taps, (v) capacitor banks, (vi) voltage regulators, (vii) fuses, (viii) double dead ends (pole top pins), and (ix) all other electric distribution equipment between CG&E's substations and the demarcation points on residential, commercial, and all other end-user premises (through and including the customer premise electric meters), including in each case the Authorized Spectrum therein and thereon.

3

1.13. "EPDS" or "Enhanced Power Distribution Services" means automated meter reading, automated fault/outage detection and management, demand side management, load control and distribution automation enhancements, and voltage, current, sag and other testing, monitoring and control of Utility Infrastructure and other uses of PLC Technology that may enhance the quality, efficiency or reliability of transmission and distribution of electricity by CG&E.

1.14. "Equipment Sites" means all real property, ground space, floor space, vault space, wall space or rooftop space now or hereafter owned, leased or used by CG&E in, on, upon or within (a) electric distribution substations, whether or not enclosed within an existing building or structure; (b) service centers, field stations, training yards, vehicle depots, warehouse facilities, and other business premises (excluding generation and transmission facilities not described in (d) hereof); (c) vacant land; and (d) transmission and communications towers.

1.15. "FCC" means the Federal Communications Commission or any successor thereto.

1.16. "FERC" means the Federal Energy Regulatory Commission or any successor thereto.

1.17. "Force Majeure" shall have the meaning provided in Section 17.7.

1.18. "Fully Allocated Cost" shall have the meaning provided in Ohio Administrative Code Section 4901:1-20-16(B)(3), as that section may be amended from time to time and as implemented by CG&E's Cost Allocation Manual on file with the PUCO used for setting and adjusting costs in connection with affiliate transactions.

1.19. "Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric power distribution industry in the United States during the relevant time period, or any of the practices, methods and acts which in the exercise of reasonable judgment in the light of the facts known at the time the decision was made could have been expected to accomplish the desired result consistent with good business practices, reliability, safety, economy and expedition.

4

1.20. "Initial Term" shall have the meaning set out in Section 2.4.

1.21. "Laws" shall have the meaning set out in Section 2.2.

1.22. "Liens!" means, as to any Person, any mortgage, lien, pledge, adverse claim, charge, security interest or other encumbrance in or on, or any interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement or capital lease with respect to, any property or asset owned or held by such Person, or the signing or filing of a financing statement which names such Person as debtor, or the signing of any security agreement authorizing any other Person as the secured party thereunder to file any financing statement.

1.23. "National Electric Code" or "NEC" means the 2002 National Electric Code adopted by the National Fire Protection Association, Inc. ("NFPA") as may be amended, superseded, or replaced by the NFPA or any successor organization.

1.24. "National Electric Safety Code" or "NESC" means the National Electric Safety Code approved by the American National Standards Institute ("ANSI") on June 14, 2001 as may be amended, superseded or replaced by ANSI or any successor organization.

1.25. "New Models" shall have the meaning set out in Section 2.8.

1.26. "Person" means a natural person, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, any other form of unincorporated organization, or a governmental entity (or any department, agency or political subdivision thereof)^I.

1.27. "PLC Planning and Operating Committee" or "Committee" shall have the meaning set out in Section 2.T-

1.28. "PLC Technology" means any and all equipment and technology that enables the transmission of data through, over, or by means

of the Electric Distribution Network.

5

1.29. "Power Space" means space within the Rights-of-Way and Structural Network normally and primarily utilized by CG&E for the distribution of electric power, which space (a) in the case of above-ground Rights-of-Way and Structural Network is (i) located on distribution conduit and wires and (ii) located on distribution poles, including the space from the top of such poles to the communications space, including the neutral space, and (b) in the case of below-ground Rights of Way and Structural Network (including transformer pad mounts) all space located therein.

1.30. "PUCO" means the Public Utilities Commission of Ohio or any successor thereto.

1.31. "Renewal Term" shall have the meaning set out in Section 2.4^.

1.32. "Right-of-Way Owner" means the Person from whom CG&E shall have contracted for or otherwise secured Rights-of-Way,

1.33. "Rights-of-Way" means all rights, licenses, permits, agreements, approvals, and easements whether now or hereafter held by CG&E to ingress, egress, occupy or otherwise use all areas upon, above, along, across, under and over public or private properties, streets, roads, lanes, courts, ways, alleys, boulevards, water crossings and other places.

1.34. "Safety Procedures" means the "Cinergy Safety & Health Manual, Regulated Business" dated as of April 18, 2002, a copy of which CG&E has provided to Company, as may be amended from time to time.

1.35. "Services" means voice, data, and video services, including local and long distance telephony, video conferencing, video programming, Internet access, and alarm monitoring, whether offered individually or as part of a package or packages, and EPDS.

1.36. "Structural Network" means the physical apparatus to support the Electric Distribution Network, including, whether now or hereafter owned, leased or used by CG&E, poles, manholes, vaults, and conduits.

6

1.37. "System Records" means maps, plans, schematics, databases, and other information in any form that identify locations of the components of the Utility Infrastructure, along with surveys,



mechanical and structural plans, configuration information, and other records, documents, data or information pertaining to the Utility Infrastructure necessary or desirable to the Company for the purpose of conducting the Business.

1.38. "Term" shall have the meaning set out in Section 2.4.

1.39. "TCOMS" means CG&E's Trouble Call Outage Management System as amended, superseded or replaced from time to time.

1.40. "Utility Communications Network" means all, whether now or hereafter owned, lease or used by CG&E, installed fiber optic cable, optical ground wire, dielectric cable, and dielectric self supporting cable, coaxial cable, twisted pair wires, wireless communications facilities, connection cable, splice closures, splice cases, associated suspension hardware and other pole or power attachments, associated electronics and other equipment and items used for purposes of communications related to operational support and element management, exclusive of CG&E customer premises equipment and intra-company telephone systems and local area networks.

1.41. "Utility Infrastructure" means CG&E's Back Office Systems, the Electric Distribution Network, the Equipment Sites, the Utility Communications Network, the Rights-of-Way, the Structural Network and the System Records.

## 2. Purpose; Mutual Understandings and Term.

2.1. Use of Utility Infrastructure. This Agreement sets forth the terms and conditions pursuant to which (i) CG&E will make available to Company the Utility Infrastructure and provide the services set out herein, and (ii) Company will use the Utility Infrastructure to conduct the Business.

7

2.1.1. Each Party acknowledges and agrees that nothing in this Agreement is intended to, or shall create any lien, encumbrance, or property rights in or to the Utility Infrastructure or give Company any security interest in CG&E's property or assets now or in the future.

2.2. Compliance with Laws. Each Party acknowledges and agrees that the other Party's compliance with the provisions of this Agreement shall be subject to compliance with all federal, state and local laws, rules, administrative and judicial orders, and regulations, Presidential directives and executive orders that are now, or may in the future become, applicable to such Party with respect to the execution, delivery and performance of the Agreement (collectively "Laws").

2.2.1. In applying Section 2.2, each Party acknowledges and agrees that, to the extent it is commercially reasonable to do so, it shall:

2.2.1.1. oppose any new, or modifications or amendments to any existing, Laws that could have a material adverse effect on either Party's rights under this Agreement;

2.2.1.2. diligently pursue all legal remedies, including seeking injunctive relief and judicial appeal and legislative relief with respect to any such new, modified or amended Laws; and

2.2.1.3. to the extent legally permissible in a Party's reasonable legal judgment, refrain from complying with any such new, modified or amended Laws until all legal remedies have been diligently pursued.

2.3. Further Assurances. Each Party shall take all such further actions and execute all such further documents and instruments as the Parties may at any time reasonably determine to be necessary or desirable to further carry out and consummate the transactions contemplated by this Agreement.

8

12.4.

written request by either Party at least 180 days prior to the end of the third Renewal Term, provided the Company is still engaged in the Business, the Parties shall mutually agree upon any further renewals of this Agreement, and the period covered by such further renewal shall be deemed a Renewal Term and part of the Term.

2.5. Equipment Removal. Upon termination of this Agreement, Company shall, at Company's expense, within a commercially reasonable time, dismantle and remove all Company Network equipment and property from the Utility Infrastructure in accordance with Good Utility Practice, CG&E shall, at Company's written request, cooperate and assist Company, including providing Company personnel and its subcontractors right of access to the Utility Infrastructure as provided under this Agreement and making CG&E linepersons and materials available pursuant to Section 9, in dismantling and removing all Company Network equipment and property. If the Company fails to dismantle and remove all Company Network equipment from the Utility Infrastructure within a commercially reasonable timeframe after termination of this Agreement, CG&E shall have the right to dismantle and remove all Company Network equipment from the

Utility Infrastructure and invoice the Company for all Fully Allocated Costs involved with such dismantling and removal.

2.6. Records Update. Company shall regularly notify CG&E of the location, relocation, and removal of all Company Network equipment attached to the Utility Infrastructure through means and on a schedule which shall be determined by the Committee.

2.7. PLC Planning and Operating Committee. A PLC Planning and Operating Committee ("Committee") shall be formed for the purpose of facilitating communications, establishing procedures,

9

and resolving disputes between the Parties regarding implementation of this Agreement.

2.7.1. The Committee shall consist of two members from each Party. Within 10 days of the execution of this Agreement each Party shall notify the other Party of its members of the Committee. Each Party may change its members of the Committee at any time at such Party's sole discretion and shall promptly notify the other Party in writing of such changes. Such change in Committee Members shall be effective upon the other Party's receipt of the written notice of such change.

2.7.2. The duties of the Committee shall include: (1) the day-to-day administration of this Agreement; (2) coordination of planning, installation, operation and maintenance of the Company Network in relation to the Utility Infrastructure, including the exchange of data pursuant to Section 8 hereof; (3) coordination of arrangements for Company to access and use the Utility Infrastructure; (4) dispute resolution as provided under Section 14 hereof; (5) establishment of procedures for the introduction of New Models for installation in or on, or attachment to, the Utility Infrastructure; and (6) any other duties that the Parties may, from time to time, deem appropriate. The Committee shall not have the authority to modify or amend this Agreement or alter or waive the obligations and rights of the Parties hereunder.

2.7.3. The Committee shall meet promptly after execution of this Agreement and shall meet periodically thereafter as mutually deemed necessary, but no less frequently than once every month. Matters that the Committee cannot resolve to the satisfaction of either Party within a reasonable time frame may be referred by either Party to alternative dispute resolution under Section 14 hereof (without regard to Section 14.1.1).

10

2.7.4. In performing its responsibilities the Committee shall consult as necessary or desirable with appropriate personnel of CG&E and the Company, including personnel responsible for matters pertaining to safety, engineering, construction and maintenance, and labor relations.

2.7.5. The Committee shall document in writing all material procedures and decisions of the Committee and shall provide copies of such documentation to each Party.

2.7.6. New Models of Equipment. The Company's installation of new or modified Company Network products (i.e., models), including new designs thereof and products manufactured by entities different than those that manufactured previous such Company Network products ("New Models"), in, on, or attached to the Equipment Sites, Electric Distribution Network, or Power Space shall be subject to approval by CG&E to ensure conformance with Good Utility Practice prior to release for such installation or attachment. CG&E shall cooperate with the Company and review the Company's New Models, including installation procedures therefor, in a timely fashion and either approve the same for installation or recommend modifications, if any, that would enable the product(s) to conform to Good Utility Practice.

2.8. Notice of Company Network Installations. The Company's access to and use of the Electric Distribution Network, Equipment Sites, Rights of Way, and Structural Network shall at all times be subject to providing CG&E, in a form to be determined by the Committee: (i) 30 days prior written notice of new deployments of Company Network equipment; (ii) 24 hours notice prior to actual deployment of new Company Network equipment; and (iii) as much notice as reasonably practical prior to performing maintenance on deployed Company Network equipment.

2.9. Changes to CG&E Safety Procedures. CG&E shall promptly provide written notice to Company of changes to the Safety

I I

Procedures and shall use commercially reasonable efforts to ensure that such changes will not have an adverse effect on the Company's ability to deploy and operate PLC Technology on the Utility Infrastructure.

2.10. Limitations on CG&E Obligations. Notwithstanding anything to

the contrary herein, the Company's rights and CG&E's obligations under this Agreement shall at all times be subject to:

2.11.1 CG&E's primary obligation and ability to design, construct, operate, maintain and administer the Utility Infrastructure consistent with Good Utility Practice; and

2.11.2 Compliance with the Safety Procedures applicable to work related to the Utility Infrastructure.

2.11.3 In exercising its rights to limit Company's access to or use of the Utility Infrastructure, CG&E shall exercise commercially reasonable efforts to accommodate the needs of the Company in operating the Business, provided however, that if any such accommodation would require a material expenditure by CG&E, then CG&E shall notify the Company thereof in writing and make such accommodation if approved by the Company in writing.

2.11. Limitations on Access or Use. CG&E's obligation to provide Company access or use under this Agreement is subject to any limitations imposed on CG&E in any instrument granting or limiting CG&E's underlying rights of access or use.

2.12. BPDS Agreement. The Parties agree to negotiate in good faith one or more separate agreements setting forth the terms and conditions under which Company will provide BPDS to CG&E consistent with applicable Laws

### 3. Electric Distribution Network.

3.1. Permitted Access and Use. Except as otherwise provided in this Agreement, CG&E hereby provides Company access to and use of its Electric Distribution Network for the conduct of the Business during the Term.

12

[The access and use provided to Company under this Section 3 include access to and use of, on a 24-hour, seven-day-a-week basis, the Electric Distribution Network, including the right to attach Company Network equipment to, and use other methods to, inject and extract data signals onto and off of the Electric Distribution Network.

3.1.2. Notwithstanding any other provisions of this Agreement, Company's access to the Electric Distribution Network shall at all times be through CG&E-designated linepersons or third party subcontractors (which may include employees of the Company) authorized pursuant to Section 9.

^1 3

U14

U1

#### 4. Equipment Sites.

##### 4.1. Electric Distribution Substations.

15

U16

U4',. ^" ^@

17

Q^1

#### 5. Utility Communications Network.

##### 5^1. ^Non-exclusiveAccessstoCG&E'sUtilityCommunicationsNetwork.

1^8

##### Q5.2. Additions to the Utility Communications Network.

5.3. Company Communications Facilities.

5.3.1.1. Where Company desires to install its own communications facilities in CG&E-owned conduit, the Company and CG&E shall enter into one or more Conduit Access Agreements, as set forth in Section 6.5.

6. Structural Network.

6.1. Permitted Access and Use. Except as otherwise provided in this Agreement, CG&E hereby provides Company access to and use of, on a 24-hour, seven-day-a-week basis, its Structural Network

19

During the Term, including access to and use of the Power Space thereon and therein for the conduct of the Business.

6.2. Pole Attachments to CG&E Utility Poles. The Company and CG&E shall enter into one or more Pole Attachment Agreements attached hereto as Schedule 6.2 prior to the installation of Company Network facilities or equipment on the Structural Network or the Electric Distribution Network. The Pole Attachment Agreements shall provide the Company, in accordance with this Agreement, a license to attach Company Network facilities and equipment to CG&E-owned utility poles, including in the Power Space thereon (subject to availability).

6.2.1. Company's access to such Power Space shall at all times be through CG&E-designated linepersons or third party subcontractors (which may include employees of the Company) authorized pursuant to Section 9.

6.2.2. Authorization for Company to Install and Maintain the Company Network. The Company may install and maintain Company Network equipment outside the Power Space of poles using Company employees and subcontractors pursuant to standard pole attachment requirements reflected in tariffs or pole attachment agreements maintained by CG&E or other owner of relevant utility poles.

6.3^ Pole Attachments to Non-CG&E Utility Poles. The Parties acknowledge that utility poles in the Coverage Area may be owned by third parties, and as such may be subject to various agreements between ^CG&E and such third parties. The Company shall enter into separate agreements with such third party utility pole owners setting forth the terms and conditions for attachments to such utility

20

6.4.1.

6.5^ Conduit Access Agreement Upon request by the Company, the Company and CG&E shall enter into one or more Conduit Access Agreements attached hereto as Schedule 6.5 prior to the installation of Company Network equipment in any CG&E-owned conduit. The Conduit Access Agreements shall provide the Company, in accordance with this Agreement, a license to install Company Network equipment in CG&E-owned conduit (subject to availability).

6.5.1. Company's access to such CG&E's conduit shall at all times be through CG&E-designated linepersons or third party subcontractors (which may include employees of the Company) authorized pursuant to Section ^9.

6^6. Other Structural Network Facilities

7. Rights of Way.

7@1.- ^"R ht ^f Way License

21

6t-of^Wa D  
73. .;f ^, ^com an ecifio ts-of-

^i and Renewed CG&E ts-of-  
^Z a ^-



^,,,4^,, -  
^,,,^@,B,,

## B. Records.

### 8^1.1. ^SystemRecordsandBackOfficeSystems.

#### 8.1.2.

22

18.1.3. Within 30 days of a request by Company, CG&E shall provide Company, to the extent permissible under applicable law, with the name, address, phone number, and the serving distribution transformer for each of its customers in geographic areas specified by the Company.

'Access to and Use of Distribution Facilities Data To

23

24

otic Exchan o

;A@i',,,@i,R!","Automa f Back Office

OR

## Extensions Assistance and Training

8.6. Confidentiality of Information. All information provided to Company by CG&E and all information provided by CG&E to Company shall be subject to the Confidentiality Agreement and shall be deemed Proprietary Information as defined therein.

## 9. Use of CG&E Utility Linepersons; Use of Subcontractors.

9.1. CG&E Linepersons. As provided in this section upon request CG&E shall make available to Company CG&E-employed

25

Linepersons (with associated bucket trucks and other normal lineperson equipment and materials) subject to the terms and conditions of CG&E's collective bargaining agreements for the installation, attachment, and/or maintenance of Company Network equipment on the Utility Infrastructure as contemplated by this Agreement.

9.1.1. CG&E's obligation to make linepersons and equipment available to the Company shall be subject to the priority needs of CG&E for its linepersons and equipment in connection with the design, construction, operation, and maintenance of the Utility Infrastructure in accordance with Good Utility Practice.

9.1.2. Company shall make requests for CG&E linepersons pursuant to procedures to be established by the Committee and CG&E shall promptly inform the Company of the extent of availability of linepersons to meet the Company's request.

9.2. Lineperson Training. Company shall provide instructions and training materials to CG&E for training of CG&E on the installation and attachment of Company Network equipment to the Utility Infrastructure. Company shall prepare such instructions and training materials with the input of CG&E safety professionals. The Company shall cooperate with CG&E in determining any necessary training procedures for CG&E employees and subcontractors for work associated with Company Network equipment.

9.3. Use of Non-CG&E Linepersons.

26

10. Compensation

10.1. Attachment Access Fees. The Company shall compensate CG&E for pole attachments, and conduit access as provided in the respective Pole Attachment Agreement, and Conduit Access Agreement as such agreements may be amended from time to time.

10.2. Utility Communications Network Fee

10.3. Retail Electric Services. The Company shall compensate CG&E for electric power usage by Company Network equipment in accordance with PUCO<sup>^</sup>-approved rates.

10.4. Relocation of Utility Infrastructure. Subject to the provisions of Section 16.3 of this Agreement, where CG&E is required by any political subdivision, or determines in accordance with Good Utility Practice, to relocate any portion of its Utility Infrastructure, the Company shall compensate CG&E for the Fully Allocated Costs associated with its incremental time and materials required for such relocation, if any, to the extent caused by any such relocation of Company Network equipment.

<sup>^</sup>10.5. Use of Fully Allocated Costs. Company shall pay CG&E its Fully Allocated Costs incurred in CG&E's fulfillment of its obligations under this Agreement, including the provision of access to and use of the Utility Infrastructure. The Parties shall endeavor to develop standard costing for as many of these activities as practicable, subject to the understanding that from time to time such standard costing procedures shall be adjusted to assure compensation of CG&E in accordance with its Fully Allocated

27

10.6. No Other Fee

10.7. Invoices. In any case where CG&E requests compensation from Company pursuant to this Section 10, CG&E shall invoice Company with documentation itemizing such invoice. Invoices shall be payable within 30 days, provided that the Company shall have a right to dispute the charges in accordance with the following procedures:

10.7.1. Where Company disputes all or any portion of an

invoice, Company shall promptly provide CG&E with written notification specifying the details of such dispute. Following review of any such notification by CG&E, the Parties shall use commercially reasonable efforts to verify the facts forming the bases for the dispute and to settle the dispute. Where Company disputes an invoice, it shall not be required to pay the disputed amount until final resolution of the dispute. Nothing in this Section 10.7.1 shall relieve Company of its obligation to pay those parts of the invoice which are not in dispute. If the dispute is not settled within 60 days from the date of the dispute notification, either Party may refer the dispute to the resolution procedures set out in Section 14. At such time as the invoice dispute is resolved, if the Parties or an arbitration panel appointed pursuant to Section 14 determine that disputed charges were correctly invoiced, then the Company shall pay interest on the then-payable amount at the rate of one (1) percent per month from the date that the amount would have been payable but for the dispute. If, however, it is determined that the disputed amount was in whole or in part not correctly invoiced, CG&E shall issue to the Company corrected invoices, which shall be payable as if issued to the Company in the first instance pursuant to this Section 10.7.

28

#### 11. Governmental Authorizations.

11.1. Responsibility. Each Party shall be responsible to undertake, in good faith, efforts to procure and to maintain in full force and effect all regulatory and other consents, authorizations, permits, or approvals that are necessary for it to perform its obligations under this Agreement including the issuance of all necessary consents, authorizations or approvals of municipalities, other local governmental authorities, public utility commissions, the FCC and the FERC. Each Party shall have the right to review and participate in the preparation of all filings and other documentation in support of such consents, authorizations and approvals that are related to its obligations pursuant to this Agreement.

11.2. Cooperation. Subject to Section 7, CG&E and the Company shall cooperate with one another in order to obtain all licenses, permits, easements, approvals and rights-of-way required from all governmental authorities, including municipalities, other local governmental entities, public utility commissions, the FCC and the FERC, necessary for installation, maintenance, and operation of the Company Network, including but not limited to ensuring Company's vehicular and pedestrian ingress to and egress from the Company Network where required for maintenance and repair thereof.

#### 12. Insurance.

12<sup>-1</sup>. Company Insurance. During the entire period while this Agreement is in effect, Company shall procure and keep in force and shall require its subcontractors to procure and keep in force a policy or policies of insurance in a form and issued by an insurance company or companies reasonably acceptable to CG&E within the coverage limits set forth

he Company shall provide CG&E with certificates of insurance providing evidence of the following insurance coverages and limits at the

29

Outset of this Agreement and thereafter as reasonably requested by CG&E (but no more than once per year).

Coverage Limits

Workers Compensation Statutory Requirements

GM

30

Waiver of Subrogation

13. Taxes.

13<sup>-1</sup>. Real Estate Taxes. CG&E shall be solely responsible for payment of all real estate taxes attributable to the Utility Infrastructure and

the Company shall be solely responsible for payment of all real estate taxes attributable to Company Network.

13.2. Personal Property Taxes. Company shall be solely responsible for the payment of all personal property taxes, assessments and other similar fees or charges attributable to the Company Network and CG&E shall be solely responsible for the payment of all personal property taxes, assessments and other similar fees or charges attributable to the Utility Infrastructure.

14. Dispute Resolution; Right to Cure; Indemnification; Limitation on Liability.

14. 1. Alternative Dispute Resolution. If a dispute arises between CG&E and Company relating to this Agreement, CG&E and Company agree to use the following alternative dispute resolution ("ADR") procedures prior to either Party pursuing other available remedies:

14.1.1. Either Party may refer the dispute to the Committee for resolution, and the Committee shall meet promptly to attempt to resolve the matter.

14.1.2. If within ten (10) days of referral to the Committee the matter is not resolved to the mutual satisfaction of both Parties, a meeting shall be held promptly

31

between CG&E and Company, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

14.1.3. In the event that the Parties do not resolve the dispute within thirty (30) days from the time the dispute was first referred to the Committee, then either Party may initiate arbitration by giving a notice of arbitration to the other Party, briefly describing the nature of the dispute and the issues to be resolved in arbitration.

14.1.4. Within twenty (20) days of the notice of initiation of the arbitration procedure, each Party shall select one arbitrator and notify the other Party of its selection. The two Party-appointed arbitrators so selected shall select a third arbitrator within twenty (20) days after the date on which the second Party-appointed arbitrator is selected. The third arbitrator shall be a lawyer who has at least eight (8) years experience as a professional arbitrator and is not an affiliate of and who has not previously been employed or contracted by either Party and does not have a direct or indirect financial, familial, or other interest in either Party or in any Person having an ownership interest in either Party or the subject matter of the arbitration. While the third arbitrator shall be neutral, the two Party-appointed arbitrators

are not required to be neutral, and it shall not be grounds for removal of either of the two Party-appointed arbitrators or for vacating the arbitrators' award that either of such arbitrators has past or present relationships with the Party that appointed such arbitrator,

32

14.1.5. The arbitration shall be conducted in accordance with the rules of arbitration of the Federal Arbitration Act and, to the extent an issue is not addressed by the federal law on arbitration, by the commercial arbitration rules of the American Arbitration Association. The validity, construction and interpretation of this Agreement, and all other procedural aspects of the arbitration conducted pursuant hereto, shall be decided by the arbitrators. In deciding the substance of the Parties' dispute, the arbitrators shall refer to the governing Laws.

14.1.6. The arbitrators shall have no authority to award treble, consequential, exemplary, or punitive damages of any type under any circumstances whether or not such damages may be available under any Laws, or under the Federal Arbitration Act, or under the commercial arbitration rules of the American Arbitration Association, the Parties hereby waiving their right, if any, to recover any such damages or to appeal or object to the enforcement of any decision or award by the arbitrators. However, the arbitrators shall have the power to order equitable relief consistent with the rights and obligations of the Parties pursuant to this Agreement, including, if other remedies are inadequate, specific performance of the Parties' obligations.

14.1.7. Each Party agrees that any arbitration award against it may be enforced in any jurisdiction in which such Party holds or keeps assets and that judgment on any arbitration award may be entered by any court having jurisdiction.

14.1.8. The arbitration proceeding shall be conducted in Cincinnati, Ohio.

14.1.13. All ADR proceedings shall be strictly confidential and used solely for the purposes of settlement. Any materials prepared by one Party for the ADR proceedings shall not be used as evidence by the

33

Other Party in any subsequent litigation; provided, however the underlying facts supporting such materials may be subject to discovery.

14.1.10. Each Party fully understands its specific obligations under ADR provisions of the Agreement. No Party considers such obligations to be vague or in any way unenforceable, and no Party will contend to the contrary at any future time or in any future proceedings.

#### 14.2<sup>^</sup>. Right to Cure.

14.2.1. Company's Failure of Obligations. In the event that Company shall fail to observe or perform any of its obligations under this Agreement and such failure is not disputed by the Company or, if disputed by Company, such dispute has been resolved against the Company through dispute resolution procedures pursuant to Section 114.11, CG&E may (but shall not be obligated to), at any time after 30 days following delivery of written notice from CG&E to Company of such failure (during which 30<sup>^</sup>-day period Company shall have the right to cure such failure), undertake such actions (except such actions as are prohibited by law) as may be related to curing such default on behalf of Company, whereupon Company shall reimburse CG&E for its Fully Allocated Costs expended therefor by CG&E, but Company shall not be relieved of any obligation, liability, duty or undertaking whatsoever relating thereto. Company hereby agrees to reasonably cooperate with CG&E to facilitate CG&E's undertaking (including allowing CG&E access as may be necessary to affect such undertaking).

14.2<sup>^</sup>.2. CG&E<sup>^</sup>'s Failure of Obligations. In the event that CG&E shall fail to observe or perform any of its obligations under this Agreement and such failure is not disputed by CG&E or, if disputed by CG&E, such dispute has been resolved against <sup>^</sup>CG&E through dispute resolution procedures pursuant to

34

Section 14.1, Company may (but shall not be obligated to), at any time after 30 days following delivery of written notice from Company to CG&E of such failure (during which such 30<sup>^</sup>-day period CG&E shall have the right to cure such failure), undertake such actions (except such actions as are prohibited by law or that would violate the Safety Procedures)



as may be related to curing such failure on behalf of CG&E, whereupon CG&E shall reimburse Company for the full costs reasonably expended therefore by Company, but CG&E shall not be relieved of any obligation, liability, duty or undertaking whatsoever relating hereto. CG&E hereby agrees to reasonably cooperate with Company to facilitate Company's undertaking (including allowing Company's access as may be necessary to effect such undertaking, subject to the limitations on such access as set out in this Agreement).

Indemnification b

35

136

14.5 Tende Defense.

37

15. Covenants, Representations and Warranties.

15.1. Mutual Representations and Warranties. Each Party hereby represents and warrants to the other that:

15.1.1. It is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and is duly qualified to conduct business in all jurisdictions where such qualification is required.

15.1.2. It has the power and authority (corporate or otherwise) to execute, deliver and perform its obligations under this Agreement. Such execution, delivery and performance have been duly authorized by all necessary action on its part and do not and will not contravene its organizational documents or conflict with, result in a breach of, or entitle it (with due notice or lapse of time or both) to terminate, accelerate or call a default with respect to, any agreement or instrument to which it is a party or by which it is bound. To the best of its knowledge and belief, the execution, delivery and performance of this Agreement will not result in any violation by it

38

Not any law, rule or regulation applicable to it. It is not a party to, nor subject to or bound by, any judgment, injunction or decree of any court or other governmental entity which may restrict or interfere with the performance of this Agreement by it. This Agreement is its valid and binding obligation, enforceable against it in accordance with the terms of this Agreement, except that (i) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (ii) the remedy to seek specific performance and injunctive relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

15.1<sup>a</sup>-3. To the best of its knowledge, no consent, waiver, order, approval, authorization or order of, or registration, qualification or filing with, any court or other governmental entity is required for its execution, delivery and performance of this Agreement and the consummation by it of the transactions contemplated by this Agreement. No consent or waiver of any Party to any contract to which it is a party or by which it is bound is required for its execution, delivery and performance of this Agreement.

15.1.4. There is no action, suit, grievance, arbitration or proceeding pending or, to the knowledge of such Party, threatened against or affecting such Party at law or in equity, before any federal, state, municipal or other governmental court, governmental agency or instrumentality that prohibits or impairs such Party's ability to execute and deliver this Agreement or to consummate any of the transactions contemplated hereby. Such Party has not received written notice of any such pending or threatened investigation, inquiry or review by any governmental entity.

39

15.2. Covenants, Representations and Warranties of CG&E Regarding the Utility Infrastructure. CG&E represents, warrants and covenants to Company that:

15.2.1. CG&E is subject to the National Electric Safety Code ("NESC") and CG&E covenants (i) to install

and maintain all Utility Infrastructure installed after the Effective Date in accordance with the applicable provisions of the NESC and the National Electrical Code ("NEC"), all local, state and/or federal regulations or guidelines, and in a structurally sound manner and in good operating condition and repair and (ii) to repair any portion of the Utility Infrastructure found to be materially out of compliance with the applicable provisions of the NESC, the NEC, any local, state, and/or federal regulation or guideline, or found not to be structurally sound and in good operating condition, except with respect to conditions that will not have a material adverse effect on the Company's ability to access and use the Utility Infrastructure.

15.2.2. CG&E owns or has the right to use the Utility Infrastructure sufficient to permit it to perform its obligations to Company under this Agreement, and such ownership or right are free and clear of any and all Liens, except for (i) the Lien of the existing mortgage and any amendments or supplements thereto; (ii) Liens on account of real or personal property taxes not yet due and payable; and (iii) Liens which will not materially impair the use of the existing Utility Infrastructure by Company for the conduct of the Business and that are otherwise not material.

15.2.3. With respect to the Utility Infrastructure that consists of Equipment Sites owned by it, it is the owner of sufficient title for the purposes for which it is held, and subject only to (i) the Lien of the existing mortgage and any amendments or supplements thereto; (ii) Liens on account of real and personal property taxes and assessments not yet due and

40

payable or which are being contested in good faith, (iii) Liens which will not materially impair the use of the existing Utility Infrastructure by Company for the conduct of the Business and that are otherwise not material, (iv) public and private easements, (v) leases and licenses to third parties for occupancy purposes, and (vi) zoning and building laws or other restrictions. Subject to the foregoing, its rights are sufficient to permit it to perform its obligations to Company under this Agreement in all material respects except that CG&E does not make any representation, warranty or covenants with respect to the zoning regulations or restrictions that the Company may be subject to in its conduct of the Business.

15<sup>^</sup>-2.5. There are no condemnation, environmental, zoning or other land-use regulation proceedings, either instituted or, to CG&E's knowledge, planned to be instituted, or third Person actions or claims, nor are there any special assessment proceedings pending or, to CG&E's knowledge, threatened, that would affect in any material respect the use by Company as permitted by this Agreement of the Utility Infrastructure for the Business.

41

15.3. Covenants, Representations and Warranties of CG&E Regarding the Rights-of-Way. CG&E represents and warrants to the Company that:

15.3.1<sup>^</sup>. There are no condemnation, environmental, zoning or other land-use regulation proceedings, either instituted or, to CG&E's knowledge, planned to be instituted, or contractual obligations or third Person actions or claims, nor are there are special assessment proceedings pending or, to the CG&E's knowledge, threatened, which would affect, in any material respect, the access and use by Company as permitted by this Agreement of CG&E Rights-of-Way for the Business.

15.3.2. CG&E shall promptly notify the Company of all proceedings of the type described in Section 15.3.1 instituted during the Term that would affect, in any material respect, the use and operation by Company of CG&E Rights-of-Way for the Business.

15.4. Covenants, Representations and Warranties of the Company Regarding PLC Technology. The Company represents, warrants and covenants to CG&E that:

15.4.1. To the best of the Company's knowledge, the Company holds all material intellectual property rights necessary to install and operate the PLC Technology. There are no claims filed, or to the best of its knowledge, threatened, against it by any third party for patent infringement of any PLC Technology or other violation of intellectual property protection; and that to the best of Company's knowledge, the PLC Technology is not the subject of patent infringement or other violation of intellectual property protection by any third party.

42

15.4.2. The PLC Technology is designed and manufactured in accordance with the principles of the National Electric Safety Code, and all other such applicable standards and requirements. Further, the Company covenants that all PLC Technology developed after the date hereof shall be designed and manufactured in accordance with the principles of the National Electric Safety Code and all other such applicable standards and requirements.

15.4.3. The PLC Technology complies with all applicable Laws. Further, the Company covenants that all PLC Technology after the date hereof shall comply with all applicable Laws.

16. Sale or Relocation of Utility Infrastructure; Sale of Company Network.

43

16.3.

Relocation of Utility Infrastructure.

44

17. Miscellaneous.

17.1. Assignment. Except as provided in this Section 17.1, this Agreement and the rights and obligations of the Parties may not be assigned by either Party without the prior written consent of the other Party, such consent not to be unreasonably withheld.

17.1.1. In the case of a Person purchasing all or substantially all of a Party's assets, it shall not be deemed reasonable to withhold consent if the following conditions are satisfied: (1) such assignment shall be subject to the other Party's rights under this Agreement and shall ensure such other Party the same rights as provided in this Agreement; (2) the assignee, prior to the

assignment, shall have the ability to satisfy the obligations that it will acquire pursuant to the assignment; and (3) where CG&E is the non-assigning Party, the assignee is not then engaged in the provision of, or authorized to provide, retail

45

Electric service in the Coverage Area, and where the Company is the non-assigning Party, the assignee is not then engaged in the provision of, or authorized to provide, retail communications services in the Coverage Area or then engaged in the manufacture, sale, distribution, or provision of PLC Technology.

17.1.2. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement without prior written consent of the other Party, to any of its Affiliates provided that: (1) such assignment shall be subject to the other Party's rights under this Agreement and shall ensure such other Party the same rights as provided in this Agreement and (2) the assigning Party will continue to be responsible for its liabilities and obligations under this Agreement.

17.1.3. Notwithstanding the foregoing, the Company may assign, pledge or hypothecate its interest in this Agreement, and under any Pole Attachment Agreement, Conduit Access Agreement, @, or any other agreement entered into pursuant to this Agreement, as security in connection with the financing of Company's Business.

17.1.4. This Section 17.1 shall not be interpreted to prohibit the use of subcontractors (subject to Section 9.3) by either Party to fulfill its construction, maintenance or repair obligations hereunder.

17.2. Notices. All notices, requests and other communications hereunder (herein collectively a "notice" or "notices") shall be deemed to have been duly delivered, given or made to or upon any Party hereto if in writing and delivered by hand against receipt, or by certified or registered mail, postage pre-paid, return receipt requested, or to a nationally recognized overnight courier which guarantees next business day delivery, or sent by telecopy (with confirmation), or sent by electronic mail (except as otherwise requested by either Party), to such Party at its address set forth

46

below or to such other address as such Party may at any time, or

from time to time, direct by notice given in accordance with this Section,

If to Company: CCB Ohio, LLC,  
at its Principal Business Address

Attention: General Manager

with a copy to:

Current Communications Group, LLC  
12800 Middlebrook Road, Suite 201  
Germantown, MD 20874  
Telecopy Numbe

^m

If to CG&E: The Cincinnati Gas & Electric Company  
139 East 4th Street  
Cincinnati, Ohio 45202  
E-Ma  
Fax:

Attention:

with copy to:

The Cincinnati Gas & Electric Company  
1 39 East 4th Street  
Cincinnati, Ohio 45202  
E-Ma  
Fax:

47

[The date of delivery of any such notice, request or other communication shall be the earlier of (i) the date of actual receipt or (ii) three business days after such notice, request or other communication is sent by certified or registered mail, (iii) if sent by a nationally recognized overnight courier which guarantees next business day delivery, the business day next following the day of such notice, request or other communication is actually delivered to the courier, (iv) if sent by telecopier, the next business day after actually telecopied (with confirmation received), or (v) if sent by electronic mail, the next business day following transmission.

17.3. Governing Law and Forum Selection. This Agreement, the construction of this Agreement, all rights and obligations between the Parties, and any and all Claims arising out of or relating to the subject matter of this Agreement (including all tort claims), shall be governed by and interpreted under the laws of the state of

Ohio (without regard to conflicts of law provisions) except as to those matters subject to the jurisdiction of the FERC, FCC or other federal agencies.

17.3.1. Any litigation or other legal proceeding of any kind based upon or in any way related to this Agreement (but not including the Confidentiality Agreement), its subject matter, and/or any rights or obligations between the Parties, shall be brought exclusively in an appropriate court of competent jurisdiction (state or federal) located in Cincinnati. Any action brought in such a court shall not be transferred or removed to a court in any other jurisdiction. Each Party consents to the exercise of personal and subject matter jurisdiction over them by the above-named courts as their freely negotiated choice of forum for all actions subject to this forum-selection clause.

17.4. Confidentiality. All exchanges of information pursuant to this Agreement shall be subject to the Confidentiality Agreement. This Agreement shall be deemed Confidential under the Confidentiality Agreement and each Party agrees not to disclose the Agreement or the terms and conditions thereof except as required by Law (in

48

[which case the Parties shall seek appropriate protective orders under section 1.4 of the Confidentiality Agreement) or as necessary to disclose to counsel, accountants or financial consultants or as may be necessary for conducting the Business or deemed advisable for purposes of raising capital. Neither Party shall make any public or other non-confidential statements regarding the Agreement or the terms and conditions thereof without the consent of the other party, which such consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the Parties (and each employee, representative, or other agent thereof) may disclose to any and all Persons, without limitation of any kind, the tax treatment and any facts that may be relevant to the tax structure of the transactions contemplated by this Agreement; provided, however, that no Party (and no employee, representative, or other agent thereof) shall disclose any other information that is not relevant to understanding the tax treatment and tax structure of the transactions contemplated by this Agreement (including the identity of any Party and any information that could lead another to determine the identity of any Party), or any other information to the extent that such disclosure could reasonably result in a violation of any applicable securities law.

17.5. Relationship of the Parties. The relationship between the Parties, including their respective employees and subcontractors, shall be that of an independent contractor and not as an employee, agent or representative of the other Party. Nothing in this Agreement shall be construed as inconsistent with this independent contractor status. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any obligation or liability upon



either Party, except as expressly agreed in this Agreement. Subject to the Confidentiality Agreement, each Party agrees to cooperate and, upon request, make its respective records reasonably available, including copies thereof, to the other Party as may be necessary to demonstrate the independent contractor status of the Parties.

17.6. Time is of the Essence. Time is of the essence in the performance of the obligations set forth herein by the Parties. Therefore, any consent, authorization or approval that must be

49

Obtained by a Party, or any construction, maintenance or other obligation shall be given or performed within the time specified, or if no time for performance is specified, shall be given or performed promptly, with no unreasonable delay or condition. Any extension of the time requested by either of the Parties to meet any of the obligations of the Parties pursuant to this Agreement shall not be unreasonably withheld or delayed by the other Party. No Party shall be deemed in violation of this Section 17.6 to the extent that such failure to comply is caused by a default of the other Party.

17.7. Force Majeure. No Party shall be deemed in default for failure to perform any of its obligations pursuant to this Agreement where such failure is the result of causes beyond its reasonable control, which may include by way of illustration but not by limitation, acts of God, the public enemy or any governmental entity; insurrection or riots-, strikes, organizational attempts or other labor disputes; shortages of supplies, equipment or transportation; or any exigency of generating electricity and distributing natural gas. The Party whose performance is affected by a force majeure event shall promptly notify the other Party, in writing, of the occurrence of such force majeure event stating the nature of, the expected duration of, and the obligations affected by, the force majeure event. The Party giving notice of a force majeure event shall use its reasonable efforts to:

17.7.1. mitigate the effects of the force majeure event on that Party's obligations under this Agreement; and

17.7.2. perform that Party's obligations under this Agreement which are not affected by the force majeure event.

17.8. Condemna

50

17.9. Table of Contents and Headings. The headings used in the paragraphs in this Agreement are only for the reference of the Parties and shall have no meaning in the interpretation of any of the provisions herein.

17.10. Entire Agreement This Agreement, including the attachments hereto, and the Confidentiality Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, statements or agreements between the Parties on such subject matter. Each Party acknowledges and agrees that

51

No employee, officer, agent or representative of any other Party has the authority to make any representations, statements or promises in addition to or in any way different than those contained in this Agreement, and that it is not entering into this Agreement or transaction in reliance upon any representation, statement or promise of any other Party except as expressly stated in this Agreement.

17.11. Amendments. This Agreement may not be modified or altered except in writing by an instrument duly executed by authorized representatives of each Party.

17.12. No Waiver of Rights. No delay in exercising or omission in exercising any right in this Agreement by any Party, at law or in equity, shall constitute a waiver by such Party of such right or any other right in the Agreement, at law or in equity.

17.13. Binding Effect Subject to the provisions of Section 17.1 of this Agreement, this Agreement is binding on and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

17.14. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof. If any provision of this Agreement is held to be invalid, such provision shall not be severed from this Agreement; instead, the scope of the rights and duties created thereby shall be reduced by the smallest extent necessary to conform such provision to the applicable law, preserving to the greatest extent the intent of the Parties to create such rights and duties as set out herein, including the Company's rights of access to and use of the Utility Infrastructure on terms no less favorable than that which CG&E provides to other Persons. If necessary to preserve the intent of the Parties hereto, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

17.15. Changes in Law If and to the extent that, during the Term, any laws, judicial or administrative decisions or regulations shall be issued, changed or interpreted by judicial or administrative authority which govern any right or obligation contemplated herein

52

For either Party's business operations so as to make either of such operations unlawful or unduly burdensome, then the Parties hereby agree to work in good faith to effect such modifications to this Agreement as shall be reasonably necessary for the Agreement to accommodate any such legal or regulatory changes. Where the Parties cannot agree to the modifications necessary to accommodate any such legal or regulatory changes, either Party may submit the matter to ADR pursuant to Section 14.1 and in the event the matter is ultimately submitted to arbitration, the arbitration panel shall be empowered to fashion equitable relief so as to place the parties in a similar economic position as they would have been in, but for the change in law or interpretation thereof.

17.16. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Agreement.

17.17. Interpretation. The Parties participated jointly in the negotiation and preparation of the Agreement. In the event of any dispute concerning the construction or interpretation of this Agreement or any ambiguity hereof, there shall be no presumption that this Agreement or any provision hereof be construed against either Party.

17.18. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any rights or obligations except between the Parties and no Person shall be or be deemed a third-party beneficiary of this Agreement.

17.19. Environmental Hazards. CG&E shall be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all hazardous substances and contaminants related to or resulting from its operations, business or the Utility Infrastructure and, except as may be caused by the negligence of Company, Company assumes no liability related to such hazardous substances and contaminants by virtue of attachment of Company Network equipment to the Utility Infrastructure. "Hazardous substances" and "contaminants" shall have the meanings defined in the Comprehensive Environmental Response Compensation and Liability Act, as amended (42

53

U.S.C. secs. 9601, et seq. (CERCLA) or under any other applicable law or listed by any governmental agency as a hazardous substance.

17.20. Environmental Hazards. Company shall be solely responsible at its own expense for the proper handling, storage, transport, treatment, disposal and use of all hazardous

substances and contaminants related to or resulting from its operations, business or the Company Network and, except as may be caused by the negligence of CG&E, CG&E assumes no liability related to such hazardous substances and contaminants by virtue of attachment of Company Network equipment to the Utility Infrastructure. "Hazardous substances" and "contaminants" shall have the meanings defined in the Comprehensive Environmental Response Compensation and Liability Act, as amended (42 U.S.C. secs. 9601, et seq. (CERCLA) or under any other applicable law or listed by any governmental agency as a hazardous substance.

17.21. Survivability. The following sections shall survive termination of this Agreement: 2.2, 2.5 (including Sections 9, 10 and 12 to the extent work continues to be performed pursuant to Section 2.5), 14, 17.2-17.5, and 17.19-17.20.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first set forth above.

THE CINCINNATI GAS &  
ELECTRIC COMPANY

By:

Name:

Title:

CCB OHIO, LLC

By:

54

☐Name:

Title:

55

☐SCHEDULE 6.2  
POLE ATTACHMENT AGREEMENT  
☐  
☐SCHEDULE 6.5  
CONDUIT ACCESS AGREEMENT

☐INFRASTRUCTURE SERVICES AGREEMENT

SCHEDULE 6.2 -- POLE ATTACHMENTS

☐THIS Schedule 6.2 is effective this 26th day of September, 2003,

and is by and between THE CINCINNATI GAS & ELECTRIC CO., an Ohio corporation, with its principal office located at 139 East Fourth Street Cincinnati, Ohio, 45202, herein referred to as "Licensor", and CCB OHIO, LLC, a Delaware limited liability company, and maintaining its principal office for the conduct of business in the State of Ohio at 221 East 4th Street, 26th Floor, Cincinnati, OH 45202, herein referred to as "Licensee";

WITNESSETH:

WHEREAS, Licensee owns and/or operates, PLC Technology-based services to its customers and Licensee desires to place certain lines, attachments and apparatus on certain poles of Licensor, for the limited purpose of the transmission of data in compliance with any state or federal regulations; provided that such transmission of data does not interfere with the furnishing of electrical service to customers of Licensor; and WHEREAS, Licensor is willing, during the term of this Agreement, to permit Licensee to attach said PLC Technology and related facilities to the Poles subject to the terms and conditions contained herein. NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties hereby mutually agree as follows:

SCOPE OF AGREEMENT

SECTION 1.1 This Agreement shall be in effect in any area in Ohio where Licensee is authorized by law to provide PLC Technology-based service and in which the Poles are located. Upon complying with all of the

^ - I ^ -

Applicable terms and conditions of said law(s) and this Agreement, Licensee is authorized to make attachments of its PLC Technology and related facilities to the Poles, including in the Power Zone thereof, for the purpose of providing PLC Technology-based service to its customers and Licensor.

SECTION 1.2 Each Party acknowledges and agrees that the other Party's compliance with the provisions of this Agreement shall be subject to compliance with all federal, state and local laws, rules, administrative and judicial orders, and regulations, Presidential directives and executive orders that are now, or may in the future become, applicable to such Party with respect to the execution, delivery and performance of the Agreement

SECTION 1.3 This Agreement is entered into pursuant to Licensor's Pole Attachment Tariff, (P.U.C.O. No. 1) for the state of Ohio ("Tariff") and is subject to the terms and conditions supplied by that Tariff, as amended from time to time.

SECTION 1.4 Licensor reserves the right to deny attachment by Licensee of its PLC Technology or related facilities to any of the Poles which in the reasonable judgment of Licensor (i) are required for the sole use of Licensor, (ii) are not acceptable for attachment by Licensee because of safety or reliability considerations, or because of incompatibility with existing or committed attachments of others within the available space on the existing Poles, or (iii) have been installed primarily for the use of a third party. A "committed attachment" for purposes of this Agreement shall be an attachment which is permitted under an existing agreement between the attachment owner and Licensor but which has not been made by said owner on the Pole. For any Pole which Licensee desires an attachment, Licensor shall disclose to Licensee

- 2 -

the name and address of any 'committed attachment' owner. Licensee shall be responsible to obtain the written consent from any committed attachment owner, which if specified in the agreement with Licensor shall not be unreasonably withheld, and which may be necessary for Licensee to attach its PLC Technology or related facilities to any Pole. Licensor shall make a reasonable effort to accommodate Licensee's request to utilize a Pole, wherever possible; provided, however, Licensor shall not be required to replace, relocate

or modify any Pole or its facilities contained thereon to facilitate an attachment by Licensee. Upon the written request of Licensee, Licenser may at its sole discretion and at the cost and expense of Licensee, conduct such replacement, relocation or modification; provided, however, Licensee obtains the prior written consent of any existing or committed attachment owner.

SECTION 1.5 Any unauthorized attachment to a Pole shall be subject to removal. Licenser will provide written notice to Licensee allowing thirty (30) days in which to remove attachments or to commence suitable license arrangements with Licenser pursuant to this Agreement for the unauthorized attachment. If no removal has been made within that time period or licensing arrangements commenced, Licenser shall then have the right to remove the unauthorized attachment at the cost and expense of Licensee.

SECTION 1.6 If it shall become necessary for Licenser to use the space on the Pole occupied, or contracted for, by Licensee, Licensee shall, upon receipt of 30-days' written notice, either vacate the space by the removal of its attachment or relocation to another suitable Pole, or shall authorize Licenser to

- 3 -

Replace the Pole at the cost and expense of Licensee; provided, Licensee has not heretofore paid for the replacement, relocation or modification of such Pole.

#### TERM OF AGREEMENT

SECTION 2.1 The term of this Agreement shall be the same as that of the ISA, including renewals thereof. Upon termination of this Agreement without renewal, Licensee shall commence, within 30 days, the removal of its PLC Technology and related facilities from all of the Poles. Licensee shall complete the removal of its PLC Technology and related facilities within a commercially reasonable time from the termination date. If Licensee does not complete said removal in this manner, Licenser shall have the right to remove the remaining PLC Technology and related facilities at the cost and expense of Licensee. Licenser shall have a lien upon any PLC Technology and related facilities of Licensee so removed by Licenser upon the termination of this Agreement for the amount of the cost and expense of removal, transport, and storage of the PLC Technology and related facilities, and any other amounts then due to Licenser under this Agreement which are not covered by the deposit per Section 8.3 of this Agreement. All such PLC Technology and related facilities shall be released by Licenser to Licensee at the site where they are being stored upon the payment by Licensee to Licenser of all amounts then owed to Licenser.

4 -

#### DEFINITION OF TERMS

SECTION 3.1 For purposes of this Agreement, the following terms shall have the following meanings:

Attachment: The term "attachment" shall mean the necessary contacts on a single Pole to accommodate PLC Technology equipment and related facilities in substantially similar or smaller form as that attached to Licenser's poles during the Parties' technology trial ongoing as of the date of this Agreement, and which is connected to the low voltage and/or medium voltage electric distribution wires. This includes service drops and multiple contacts where required for construction of a single messenger strand (support wire) system. Any additional contact required for a second messenger strand

system will be considered as a second attachment. Multiple service drops attached to a single lift (drop) Pole and positioned in close proximity to one another will be considered as one attachment. Any other appurtenance affixed to a Pole not herein defined shall be considered a separate attachment.

**Distribution Pole:** The term "Distribution Pole" is defined as wood, concrete or metal pole owned and/or maintained by Licensor on which is supported supply conductors energized at less than 50KV and is included in FERC Account 364, Distribution Plant Poles, Towers and Fixtures. Normally this Pole will have a length of less than fifty-five (55) feet. This includes lift (drop) Poles which normally support only service drops to a customer.

**Transmission Pole:** This term "Transmission Pole" is defined as a wood, concrete or metal pole owned and/or maintained by Licensor on which is supported supply conductors energized at 50KV or greater and as included in

- 5 -

**FERC Account 355, Transmission Plant Poles, Towers & Fixtures.** Normally, this Pole will have a length of fifty-five (55) feet or more

**NESC:** The term "NESC" shall mean the current edition of the National Electrical Safety Code.

**ISA:** The term "ISA" shall mean the Infrastructure Services Agreement entered into to on even date herewith between Licensor and Licensee.

**PLC Technology** Shall mean any and all equipment and technology that enables the transmission of data through, over or by means of the electric distribution network.

#### PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

##### SECTION 4.1 Before making any attachment of its PLC

Technology or related facilities to any Pole of Licensor, Licensee shall make application to Licensor for a permit in the form of Exhibit "A", attached hereto.

No attachment, or lashing of additional cables to an existing messenger strand, shall be made by Licensee prior to receipt from Licensor of an approved permit, which will be processed by Licensor within a reasonable time frame, with the exception of additional attachments made during emergency repair work, which should be reported to Licensor as soon as possible after the emergency subsides. Licensee shall ensure that each permitted attachment is made in accordance with the terms of this Agreement and in accordance with any additional terms and conditions, which the permit may contain. The failure of Licensee to obtain such a permit prior to making an attachment shall constitute a trespass and a willful violation of this Agreement. Recurrent

- 6 -

Violations in this regard may result among other things, in termination of said Agreement in its entirety.

##### SECTION 4.2 Licensee's PLC Technology and related facilities

shall be erected, operated and maintained in accordance with the current requirements of Licensor, as may be amended or revised. (See Exhibit "E" attachments) Existing PLC Technology and related facilities which comply with NESC requirements may be operated in place until rebuild, relocation, etc., provides Licensee with the opportunity to upgrade them to current Licensor requirements. In addition, licensee will comply with the NESC standards.

**SECTION 4.3** Licensor shall have the right to conduct a pre-attachment field inspection of all proposed attachment locations covered by a permit application. Also, Licensee will conduct post-attachment field inspections after attachment. Licensee shall reimburse Licensor upon written demand, of all costs of such inspection not recovered by Licensor in its annual rental fee. Failure by Licensor to assess or collect such costs at the time of such inspection shall not constitute a waiver of Licensor's right to assess or collect such cost for any future inspections. Subject to Licensor's right per

Section 1.3, in the event that any Poles of Licensor to which Licensee desires to make attachments are inadequate to support Licensee's facilities in accordance with the aforesaid specifications, Licensor may so notify Licensee, in writing, including a detailed description of the make-ready work necessary to provide adequate facilities, together with the estimated cost thereof, to Licensee, and any other specifications with which the attachment must comply as a condition of the permit approval. If Licensee still desires to make the attachment, and so advises Licensor in writing, thereby agreeing to reimburse Licensor for the

- 7 -

entire cost and expense thereof, including, but not limited to, the increased cost of larger Poles, cost of removal less any salvage value and the expense of transferring Licensor's facilities, from the old to the new Poles, etc., Licensor shall replace such inadequate facilities. Upon completion, Licensor will notify Licensee granting authorization to attach. Where Licensee's desired attachments can be accommodated on present Poles of Licensor by rearranging Licensor's facilities thereon and Licensor is willing hereunder to make such rearrangement, Licensee shall pay Licensor for the entire cost and expense of completing such rearrangement. Licensee shall also make arrangements with the owners of other facilities attached to the Poles for any cost and expense incurred by them in transferring or rearranging their other facilities. Any additional support of Poles, including, but not limited to, guying required by Licensor to accommodate the attachments of Licensee shall be provided by and at the cost and expense of Licensee. Licensee shall not set any poles under or in close proximity to Licensor's facilities. Licensee may, however, request Licensor to set such poles as Licensee may desire and have the right to set. If Licensor grants such request, Licensee shall pay Licensor for the entire cost and expense of setting such poles. Notwithstanding any reimbursement, the Pole(s) shall remain the property of Licensor.

SECTION 4.4 It shall be the duty and responsibility of Licensee to maintain accurate, up-to-date location maps and records of all its attachments on Licensor's Poles. Licensor shall have the right to inspect, and upon request, obtain a copy of said location maps and records at any time during regular business hours upon the giving of reasonable notice.

^ - 8 ^ -

SECTION 4.5 Licensee shall, at its own expense, make and maintain its attachments to Licensor's Poles in a safe and workmanlike manner in accordance with industry standards and applicable codes. Such attachments shall not conflict or unreasonably interfere with the primary use of said Poles by Licensor, or by any existing or committed attachment owner. Licensee shall immediately, upon written notice, and at its own cost and expense, remove, relocate, replace or renew its facilities placed on any Poles, or transfer them to substituted Poles, or perform any other work in connection with its facilities that may be required by Licensor's safety requirements or the NESC. However, in an emergency situation, Licensor shall have the right to relocate, replace or renew the facilities placed on Poles by Licensee, transfer them to substituted Poles, or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said Poles, the facilities thereon, or for the service needs of Licensor. Licensee shall, on written demand, reimburse Licensor for all reasonable expenses incurred by Licensor pursuant to the provisions of this Section. Nothing in this Agreement shall be construed to relieve Licensee from maintaining Licensee's facilities as herein required.

SECTION 4.6 Licensee shall exercise proper precautions to avoid damage to facilities of Licensor and of others supported on the Poles, and hereby assumes all responsibility for any and all loss or damage caused by Licensee. Licensee shall make an immediate report to Licensor of the occurrence of any damage and hereby agrees to reimburse Licensor for any



reasonable cost and expense incurred by Licensor in making repairs. Except as otherwise provided in the ISA, Licensee hereby assumes full responsibility

^ 9 ^

For any and all damages to its own plant or facilities and damages to any appliances or equipment of any subscriber to Licensee's service, arising from accidental contact with Licensor's energized conductors.

#### GOVERNMENTAL APPROVALS AND EASEMENTS

SECTION 5.1 Prior to making any attachment, Licensee affirmatively warrants and represents to Licensor that it has the legal right to operate its PLC Technology and related facilities upon such Pole by having obtained all applicable governmental reviews and approvals. Upon request, Licensee shall make available to Licensor copies of any written approvals, SECTION 5.2 Licensee shall obtain for itself such easements or licenses as may be appropriate for the placement and maintenance of its attachments to the Poles located on public or private property. Nothing in this Agreement shall constitute or create an assignment to Licensee by Licensor of any easement or license held by Licensor or of any rights under any easement or license held by Licensor. Prior to making any attachment, Licensee affirmatively warrants and represents to Licensor that it has the legal right to place such attachment on the property of any person owing or claiming any interest in the property over which such attachment will be located pursuant to the terms of this Agreement,

#### FIELD INVENTORIES AND INSPECTIONS

SECTION 6.1 Licensor shall have the right to conduct periodic inspections of Licensee's PLC Technology and related facilities and attachments on the Poles and Licensee shall reimburse Licensor upon written demand by

^ 10 ^

Licensor, for the reasonable cost and expense incurred in obtaining such audit inspections. Licensor may conduct inspections, as it deems necessary, within reason, and upon reasonable written notice. The provisions of this Section and the rights contained herein shall not operate to relieve Licensee of any responsibility, obligation or liability under this Agreement.

SECTION 6.2 In order to verify the number of attachments made by Licensee to the Poles, Licensor shall have the right to conduct a field inventory once every year, or more frequently upon reasonable cause. Licensee shall reimburse Licensor, upon written demand, for the reasonable cost and expense of any such inventory obtained by Licensor. The provisions of this Section and the rights contained herein shall not operate to relieve Licensee of any responsibility, obligation or liability under this Agreement.

SECTION 6.3 Bills for inspections under this section and other charges under this Agreement shall be payable within thirty (30) days after mailed to Licensee. Non-payment by Licensee within the thirty (30)-day period shall constitute a default under this Agreement.

^ 11 ^

#### REMOVAL OF ATTACHMENTS

SECTION 7.1 Licensee may at any time remove its attachments from the Poles and it shall immediately give Licensor written notice of such removal in the form of Exhibit "A, attached hereto. No refund or proration of

any prepaid attachment fee shall be given on account of such removal. Licensee shall continue to be responsible for payment of the applicable attachment fee for previously permitted facilities until the end of the billing period during which notice of removal of said facilities is received by Licensur.

SECTION 7.2 Upon receipt by Licensur of a valid and enforceable order from any governmental authority revoking or amending the right of Licensee to use any of the Poles for the attachment of PLC Technology or related facilities (a "Governmental Order"), Licensee shall either: (1) at once remove such facilities from the affected Poles or make such changes as are necessary to comply with such Governmental Order, or (2) within the earlier of fifteen (15) days from receipt of written notice of the Governmental Order from Licensur or prior to any deadline for action or response contained in the Governmental Order, either resolve or obtain a valid and enforceable stay of the Governmental Order. Licensur shall use commercially reasonable efforts to notify Licensee immediately upon Licensur's receipt of a Governmental Order. Licensee shall make provision reasonably satisfactory to Licensur for the protection of Licensur's interest in connection with any such dispute or controversy. Notwithstanding the existence of any such dispute or controversy, Licensee shall have the right to pursue a permit from Licensur for any other Poles.

^12 -

#### RENTAL PROCEDURE AND PAYMENTS

SECTION 8.1 The total annual attachment rental fee is equal to the rate as specified in Ohio Tariff (PA) for non-utility attachments Exhibit "B" attached hereto, multiplied by the total number of attachments on the Licensur poles. The rental period is the twelve (12)-month period ending the last day of the month prior to the billing month. The annual rental rate per contact shall apply to any attachments made during the year, and shall be calculated as of the date the applicable permit is issued by Licensur. Any and all amendments of the rental rate shall be made on a new Exhibit "B" superseding the preceding Exhibit "B" which will be attached hereto and made a part thereof. In all other respects except for any changes in the number of Pole attachments as provided in Section 4, this Agreement shall remain in full force and effect.

SECTION 8.2 If Licensur makes a field inventory of the PLC Technology and related facilities of Licensee in accordance with Section 5.2 of this Agreement, and Licensur finds that the total number of actual attachments is greater than the aggregate number reflected in all current attachment permits, then upon completion of such inventory, Licensur's attachment record will be adjusted accordingly and subsequent billing will be based on the adjusted number of attachments. Retroactive billing will be prorated equally from the date (i) by which Licensee can demonstrate it first made the attachment or (ii) if Licensee cannot demonstrate the date by which it first made the attachment, the later of the previous field inventory and the effective date of this Agreement, together with the appropriate attachment rate in effect at that time and interest rate, based on the IRS statutory rate for underpayment of income taxes, compounded annually. In no event will

retroactive billing be more than five (5) years. Licensee's acceptance and payment of monthly invoices issued by Licensur shall constitute its verification that said invoice is correct as to the number of attachments. Should the field inventory by Licensur determine that Licensee has made attachments without a permit or without having paid the proper rental charge by correcting an invoice to reflect such additional attachments, Licensee agrees to pay an unauthorized attachment charge of \$25.00 per Pole for each unauthorized Pole attachment in excess of ten (10) or two percent (2%) of the last verified reported total, whichever is larger. The payment of the aforesaid penalty hereunder by Licensee shall not negate Licensur's right to terminate this Agreement under Section 4.1 above.

SECTION 8.3 At the discretion of Licensur, Licensee shall furnish

a deposit in the form of cash, irrevocable letter of credit or performance bond acceptable to Licensor, to guarantee the payment of any sums which may become due to Licensor for rentals, inspections, or make-ready work performed for the benefit of Licensee under this Agreement, including the removal of attachments upon termination of this Agreement by any of its provisions. The amount of the deposit shall be determined and maintained thereafter as provided on the Exhibit "C" Schedule of Required Deposit attached hereto. The Schedule of Required Deposit will be subject to revision by Licensor from time to time to be consistent with any change in construction costs or rental attachment rates. Licensor shall give Licensee ninety (90) days notification prior to the effective date of any such schedule revision. Cash deposits will not earn interest for the benefit of Licensee. Any irrevocable letter of credit or performance bond furnished pursuant to this Section shall be in a form

^14 -

Reasonably acceptable to Licensor. Any irrevocable letter of credit shall be issued by a banking corporation or institution duly authorized to transact business and have an office located in the State of Ohio.

#### DEFAULTS

SECTION 9.1 If Licensee shall fail to comply with any material provision of this Agreement, or default in any material obligation under this Agreement, and such non-compliance or default shall continue for thirty (30) days after receipt of written notice by Licensee from Licensor specifying such non-compliance or default, all rights of Licensee to apply for additional attachment permits shall be suspended on said thirtieth day (suspension date).

SECTION 9.2 During any period of suspension of Licensee's right pursuant to Section 9.1 above, Licensor will not process or approve any application for a permit for additional attachments until Licensee has corrected such underlying non-compliance or default, unless otherwise agreed to between the parties.

#### RIGHTS OF OTHER PARTIES

SECTION 10.1 Nothing herein contained shall be construed to confer on Licensee an exclusive right to make attachments to the Poles.

#### ASSIGNMENT OF RIGHTS/DELEGATION OF DUTIES

SECTION 11.1 Any use of the Poles by Licensee under this Agreement shall not create or vest in the Licensee any ownership or property right, including an irrevocable license in said Poles or facilities of Licensor. Licensee's rights herein shall be and remain limited to attaching its PLC

-15-

Technology and related facilities to the Poles strictly in accordance with the terms and conditions of this Agreement. Nothing herein contained shall be construed to require Licensor to maintain any of said Poles for a period longer than demanded by its own service requirements.

#### WAIVER OF TERMS OR CONDITIONS

SECTION 12.1 Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

#### BONDING TO ELECTRIC COMPANY GROUND

SECTION 13.1 For Section 13.1 to 13.5, inclusive, the following terms when used herein shall have the following meaning, to wit:

13.1.1 "Vertical Ground Wire" shall mean a wire conductor of Licensor attached vertically to the Pole and extended from Licensor's Multi-Grounded Neutral (defined below) through Licensee's space to the base of the Pole where it may be either

butt wrapped on the Pole or attached to a grounded electrode.

13.1.2 "Multi-Grounded Neutral" shall mean a Licensors conductor located in Licensors space, which is bonded to a<sup>U</sup> of Licensors Vertical Ground Wires.

13.1.3 "Bonding Wire" shall mean a Number 6 AWG copper wire conductor connecting equipment of Licensee and Licensors to the Vertical Ground Wire.

^ -16 -

SECTION 13.2 At the time Licensees PLC Technology and related facilities are installed, Licensee shall install a Bonding Wire on every Pole where a Vertical Ground Wire exists, in accordance with the NESC. Any part of Licensee PLC Technology or related facilities attached to a Licensors Pole, which does not have a Vertical Ground Wire, shall be bonded to Licensees facility support wire.

SECTION 13.3 Under no condition may the Licensors Vertical Ground Wire be broken, cut, severed, or otherwise damaged by Licensee.

SECTION 13.4 Licensors reserves the right to install, at Licensees cost and expense, a Bonding Wire to any part of the PLC Technology and related facilities where, in the opinion of Licensors, a potential safety hazard is created or may exist in the future.

SECTION 13.5 It shall be the responsibility of Licensee to instruct its personnel working on the Poles of the potential danger of bonding its wires to Licensors Vertical Ground Wire and to furnish adequate protective equipment to protect its personnel from bodily harm. Licensors assumes no responsibility for instructing, furnishing equipment to, or for the training or job qualifications of Licensees personnel, including contractor employees, working on the Poles.

- 17 -

#### MISCELLANEOUS PROVISIONS

SECTION 14.1 Licensors may make reasonable alterations or additions to the form or content of Exhibits A and D attached to this agreement.

SECTION 14.2 In the event that this Agreement is applicable to PLC Technology or related facility attachments previously made to Licensors Poles by Licensee or any of its predecessors, and said existing attachments will continue to be used by Licensee in its operations, Licensee shall furnish to Licensors a Certificate of Existing PLC Technology Facility Attachments on Licensors Poles on the form attached hereto as Exhibit "D".

SECTION 14.3 Commencing with the effective date of this Agreement, the submittal of Exhibit "A" attached hereto, shall be the exclusive

procedure to be used by Licensee in obtaining permits to attach or remove its PLC Technology and related facilities to/from Licensor Poles. This will also adjust the inventory of attachments from which billing is generated. Any Exhibit "A" attachment/removal request shall be submitted to:

Joint Use Facilities  
CINCINNATI GAS & ELECTRIC COMPANY, WP656  
1000 East Main Street  
Plainfield, IN 46168-1782

^18 -

SECTION 14.4 Any notice or approval provided for in this Agreement shall be considered as having been given if faxed and mailed by certified mail-return receipt requested:

a) To Licensee as follows:

If notice is to be sent to Licensee, send to:

CCB Ohio, LLC,  
at its Principal Business Address  
Attention: General Manager  
with a copy to:

Current Communications Group, LLC  
12800 Middlebrook Road, Suite 201  
Germantown, MD 20874  
Attention: Jay Birnbaum

Fax No. (301) 515-7618  
Telephone No. (301) 515-7617 ext. 201

b) To Licensor as follows:

Joint Use Facilities  
CINCINNATI GAS & ELECTRIC CO., WP656  
1000 East Main Street  
Plainfield, IN 46168-1782  
Telephone No. (317) 838-6359  
Fax No. (317) 838-4612

SECTION 14.5 This Agreement shall supersede and terminate any existing attachment agreement between the parties relating to PLC Technology and related facility attachments. By entering into this Agreement, it is expressly understood and agreed that neither party shall be deemed to have waived any rights or remedies which have accrued under any superseded agreement prior to the commencement date of this Agreement.

^~19 ^~

☐ IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, by their respective duly authorized representatives on the dates indicated below but effective as of the day, month and year stated above.

CCE OHIO, L<sup>^</sup>LC

Licensee

By:

Printed Name:

Printed Title:

Dated:

THE CINCINNATI GAS & ELECTRIC CO.,

Licensor

By:

Printed Name:

Printed Title:

Dated:

-21-

☐ SECTION 14.6 This Agreement shall not become effective and binding upon Licensor until it is approved and executed by an authorized representative of Licensor, and until a fully executed copy hereof is delivered to Licensee. Except as provided in Section 15.2, this Agreement shall be modified or amended only by a written document signed by an authorized representative of each party hereto.

- 20 -

☐ EXHIBIT "A"

REQUEST FOR POLE ATTACHMENTS PERMIT NO.

DATE 20-

The following plant rearrangements, changes, or additions are proposed  
(provide location and brief description of project):

-22 -  
□I

EXHIBIT"B^"

As of the effective date of this Schedule 6.2, Licensor's Tariffed  
rates are:

- (1) \$4.25 per year for each Pole attachment.
- (2) \$ 1.00 initial contact fee per pole.

- 23 -  
□EXHIBIT "C"

CINERGY- BOND REQUIREMENTS

Number of Attachments Amount of Deposit

50	\$1,500
100	\$2,500
200	\$5,000
500	\$10^,000
1^,000	\$20,000
2,000	\$40,000
3,000	\$60,000
5,000	\$75,000
^10.000	\$100^,000
20,000	\$200,000
30,000	\$300,000
40,000	\$400,000
50,000	\$500,000
60,000	\$600,000
70,000	\$700,000
75,000	\$750,000

-24 -  
□EXHIBIT"D"

CERTIFICATE OF

EMSTING PLC TECHNOLOGY FACILITY ATTACHMENTS ON POLES

The undersigned authorized agent of Licensee does hereby certify as follows:

1. As of the date of this Certificate, Licensee owns and/or operates PLC Technology and related facilities and acknowledges TOTAL attachments on Licensor DISTRIBUTION POLES. (See Section 2.1 for definition of 'attachment'.)

2. As of the date of this Certificate, Licensee owns and/or operated a PLC Technology and related facilities and acknowledges TOTAL attachments on Licensor TRANSMISSION POLES. (See Section 2.1 for definition of 'attachment'.)

3. The count of attachments in paragraphs 1 and 2 above is based upon current maps and records in the possession of Licensee and verified as accurate and current, to the best of the undersigned's knowledge.

Licensee

By:

Printed Name:

Printed Title:

Dated:

-25 -

EXHIBIT "E"

POLE ATTACHMENT REQUIREMENTS

1. All of Licensee's facilities attached to Licensor's poles shall be installed to ensure compliance with all requirements of the National Electrical Safety Code in effect at the time of installation. If Licensee and Licensor disagree on the interpretation or application of such requirements, the decision of Licensor shall prevail. Licensor further reserves the right to specify requirements beyond those of the National Electrical Safety Code and to prohibit the installation of Licensee's facilities on certain poles.

2. Licensor Superintendent in the areas in which the jointly used poles are situated shall approve the attachment of all cables and power supplies on Licensor's poles in writing.

3. Licensee shall not utilize power supply equipment with auxiliary power sources which could back feed electrical potential into Licensor's system.

4. Licensee shall cause all cabinets and enclosures to be grounded by bonding the same to Licensor's pole ground with a minimum #6 solid, bare, soft drawn copper wire. If no pole ground exists on the pole, Licensor shall install such pole ground at Licensee's expense.

5. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.

6. All attachments or facilities of Licensee shall have at least a two (2) inch clearance from unbonded hardware.

- 26 -

7. Licensee may, with the prior written approval of the Licensor's Superintendent in the area where the jointly used poles are situated, install crossarms, alley arms, or cable extension arms for the support of any of its facilities; however, Licensee shall not install any crossarm brace or alley arm brace above the arm which it supports.

8. Licensee shall install and maintain any and all of its facilities in a neat, safe, and workmanlike manner, consistent with the maintenance of the overall appearance of the jointly used pole and all subject to the approval of Licensor; provided that Licensee shall be solely responsible for compliance with the specifications referred to in Section 4.5 of this License Agreement.

9. Licensee shall install down guys or otherwise provide horizontal support



for all unbalanced horizontal loading in excess of that which will impose a moment at the base of the pole in excess of 12,500 ft. ^-lbs. The horizontal force, so considered herewith, shall have all National Electrical Safety Code prescribed safety factors and loading conditions applied. In no case shall Licensee utilize the anchors of Licensors for support.

-27 -

10. All down guys, head guys, or messenger deadends installed by Licensee shall be attached to jointly used poles by the use of "thru" bolts only. Such bolts placed in a "bucking" position shall have at least a three (3) inch vertical clearance. Under no circumstances shall Licensee install down guys, head guys, or messenger deadends by means of encircling jointly used poles with such attachments.

11. If any of Licensee's proposed facilities are to be installed upon poles already jointly used by Licensors and other parties that in any way fail to adhere to the clearance requirements set forth in these Rules and Practices, Licensee shall negotiate with such other parties as to clearances between the facilities and between the spans of Licensee and such other parties.

28 -

11

INFRASTRUCTURE SERVICES AGREEMENT  
SCHEDULE 6.5 -- CONDUIT ACCESS AGREEMENT  
11 SCHEDULE 6.5 - CONDUIT ACCESS AGREEMENT

THIS CONDUIT ACCESS AGREEMENT ("Agreement") is made this 26th day of September, 2003, by and between THE CINCINNATI GAS & ELECTRIC COMPANY an Ohio corporation, its successors and assigns (hereinafter called "Licensor"), and CCB OHI Delaware limited liability company, maintaining its principal office for the conduct in the State of Ohio at 221 East 4th Street, 26th Floor, Cincinnati, OH 45202 its su assigns (hereinafter called "Licensee") (hereinafter Licensor and Licensee shall be singularly as the "Party" and collectively as the "Parties" and is effective on the executed by the latter of the Parties ("Effective Date").

WITNESSETH:

WHEREAS, Licensee proposes to furnish lawful two-way communication service to and through Licensor Underground Facilities.

WHEREAS, Licensor owns or has rights to property including right of-way, duct, and manhole systems ("Underground Facilities"); and

WHEREAS, Licensor has rights to use and convey certain rights with regard to said Underground Facilities; and

WHEREAS, Licensee wishes to install its cables, wires, equipment, and associated appliances ("Equipment"), in Licensor's Underground Facilities; and

WHEREAS, Licensor and Licensee acknowledge that Licensor may limit or deny any requested Equipment installations based on safety, reliability, and engineering.

NOW THEREFORE, in consideration of the promises and the agreements of each with the other as herein contained, the parties agree as follows;

1. Licensor shall make all of Licensee's Equipment installations in its Underground Facilities considered hereunder, including design and installation. Licensor shall not be responsible for normal deterioration, and/or wear and tear of Licensee owned equipment. In the event that it is mutually agreed that Licensee's equipment requires replacement due to deterioration and or wear and tear, Licensor will perform such work. Licensor Rates as defined in "Exhibit I" will apply. Licensee shall retain ownership of its Equipment

2. Licensee shall complete the requirements to be provided by Licensor prior to consideration for Equipment installations. Unless otherwise agreed to by the Licensor and Licensee, the Licensee shall specify the route Licensee desires to establish in Licensor's Underground Facilities and the character and nature of the proposed Equipment. Licensor will normally process requests on a first in, first out unless request(s) can more efficiently be scheduled out of sequence.

3. Except as otherwise provided in this Agreement, Licensor shall act upon each request with reasonable promptness and shall provide Licensee with written consent or rejection within forty five (45) days to place Equipment in Licensor's Underground Facilities. If Licensor has a valid reason for rejecting any application, said request shall be returned to Licensee and shall be deemed null and void.

4. Licensor shall provide Licensee with an estimate of the costs associated with preparing Licensor's Underground Facilities for Equipment installations ("make-ready"). The cost estimate will be based on the fully allocated costs provided in "Exhibit I" - CG&E Rates. Licensee shall formally accept or reject such estimate within the time frame established by Licensor, which in no event shall be less than thirty (30) days from date of the estimate. If Licensee accepts the estimate, then Licensee shall pay the estimated costs. If during installation unknown or unforeseen

- 2 -

Circumstances are encountered that prevents installation of Licensee's Cable or Equipment Licensee will be notified, at which time if the Licensee decides to continue the installation any costs to make the duct suitable will be based on "Exhibit I" CG&E Rates, If Licensee decides not to have the installation continued Licensee can terminate the installation without any further liability or obligation other than the costs already incurred for the discontinued installation.

If Licensee's proposed Equipment installations to Licensor's then-existing

facilities will, in Licensor's sole judgment, require Licensor to move, remove, rearrange, or alter its facilities, including any support structure modifications, Licensee shall pay in advance to Licensor the estimated cost from "Exhibit 1" - CG&E Rates.

5. All requests to locate Licensor's facilities occupied by Licensee will be done by Licensor.

6. Unless otherwise agreed to by the Parties, Licensee shall furnish a deposit in the form of cash, irrevocable letter of credit or performance bond acceptable to Licensor, to guarantee the payment of any sums which may become due to Licensor for rentals or inspection work performed for the benefit of the Licensee under this Agreement, including the removal of facilities upon termination of this Agreement. The amount of the deposit or bond shall be determined and maintained thereafter as provided on the "Exhibit 2" - Schedule of Required Deposit or Bond, attached hereto. The Schedule of Required Deposit or Bond will be subject to revision by Licensor from time to time to be consistent with any change in rental rates. Licensor shall give the Licensee ninety (90) days written notification prior to the effective date of any such schedule revisions. Cash deposits will not earn interest for the benefit of Licensee. Any irrevocable letter of credit shall be issued by a banking corporation

- 3 -

Or institution duly authorized to transact business in the state of Ohio.

7. If consent to install is granted by the Licensor, the Licensee shall have the right to occupy the Underground Facilities space allotted by Licensor in accordance with the terms of this Agreement and any other terms specified in Licensor's consent and applicable state and federal law.

8. All Equipment installations shall be installed and maintained in Licensor's Underground Facilities so as not to interfere with the present or planned use Licensor wishes to make of such Underground Facilities.

All Equipment installed under this Agreement shall be installed as provided in Licensor's written consent and shall be installed by Licensor in compliance with at least the minimum requirements of the National Electrical Safety Code, OSHA Standards, and CG&E Transmission and Distribution Construction Standards effective at the time of installation (a dated copy of which shall be provided to Licensee). Licensor will provide access to Licensee's Cable and/or Equipment for maintenance as soon as prevailing conditions permit.

9. Licensor shall be the sole judge of its requirements for present and planned use of its Underground Facilities and the present and planned use of the Equipment installed in Licensor's Underground Facilities by any other licensee of Licensor, and of any interference with such use or uses.

When Licensor deems there is insufficient duct space and/or conduit capacity to accommodate additional Equipment based on generally applicable engineering purposes, Licensor will notify Licensee in written response to Licensee's request. Notwithstanding such notice, Licensor may at Licensor's sole discretion opt to allow Licensee to occupy the

- 4 -

space, provided that Licensor has an absolute right to remove the Equipment installation out of its ducts if an emergency situation warrants such action. Licensor will restore the Equipment back to normal after the emergency conditions are rectified and Licensee will pay all costs associated with removal and re-installation of its

Equipment. Licensor will use its best efforts to notify Licensee, described in Article 12, below in advance, or as soon as reasonably possible after such action,

10. Licensor shall have the right to make periodic inspections of Equipment installed in its Underground Facilities as conditions may warrant; provided however, that each reimbursable inspection shall be performed no more frequently than once annually with advance notice to Licensee, except for portions of Licensor's facilities which have been affected by force majeure events.

Further, the parties agree that if Licensor or any of Licensor's other licensees benefit from an inspection, Licensee shall only be charged its pro-rata share.

11. Any unauthorized Equipment shall be subject to removal. If unauthorized Equipment is discovered, Licensor will provide written notice to Licensee allowing thirty (30) days in which to remove unauthorized Equipment or to commence suitable license arrangements with Licensor pursuant to this Agreement. If no removal has been made within that time period or licensing arrangements commenced, Licensor shall then have the right to remove the unauthorized attachment at the cost and expense of Licensee. The cost of such removal shall be charged to the Licensee at a premium time rate and Licensee shall pay as a penalty to the Licensor for each foot of unauthorized Equipment a charge of ten (10) times the standard rental rate per year starting from the date

- 5 -

the installation was made.

12. In case of circumstances which in Licensor's sole judgment constitute an emergency that require relocation of Licensee's facilities, Licensor reserves the right to move, remove, rearrange, or alter said Equipment of Licensee, or make arrangements therefore, provided, however, that Licensor will use its best efforts to notify Licensee in advance or as soon as reasonably possible after such action. The Licensee contact number is 585-389-6116. Licensee may revise this notification contact by written notice to Licensor. The reasonable cost of such activities shall be borne by Licensee. In case circumstances which in Licensee's sole judgment constitute an emergency requiring repair to Licensee's Cable or Equipment Licensor will respond to Licensee's emergency in the same time frame and manner as an emergency of Licensor. Approximate response time is 2 hrs. between the hours of 6 a.m. and 8 p.m. and up to 5 hrs, between 8 p.m. and 6 a.m. This is the full extent that Licensor will agree to respond to an emergency situation. If an emergency situation is encountered where both the Licensor and the Licensee's Facilities require repair the Licensor's Facilities will take precedent, unless simultaneous restoration is possible. After the necessary restoration of Licensor's Facilities is complete, restoration of Licensee's Facilities will begin. The cost of such restoration will be borne by Licensee as determined from "Exhibit I" CG&E Rates.

13. Licensor reserves the right to discontinue the use of, remove, replace, or alter the location of any or all of its Underground Facilities, regardless of any occupancy by Licensee in any of Licensor's Underground Facilities.

14. Licensee shall obtain any right, right-of way, franchise agreement, license, easement, or permit from any governmental body, authority or other person or persons which may be required for the construction,

- 6 -

Installation and maintenance of Licensee's Equipment. Licensee shall

ascertain what, if any, permits, right-of-way, licenses, franchises, etc., are required for the installation of Licensee's Equipment, even if said Equipment is to be installed by Licensor. Licensee shall pay or reimburse Licensor for any and all fees, charges or other payments charged to Licensor by any municipality, regulatory agency, or other governmental entity to the extent such fees, charges or other payments are created by the Licensee's purchase, installation, ownership, operation, maintenance, lease, or use of the Licensor's Conduit System. Such obligation of Licensee shall include but not be limited to, the full reimbursement or payment of any and all payments made by Licensor, on behalf of Licensee to the City of Cincinnati relating to the use of the Licensor's Conduit System such as any prevailing percentage of gross revenues generated by the sub-leasing of the space. Licensor will provide Licensee with any documentation presented to Licensor for such charges. Licensee hereby acknowledges and agrees that any such payments shall be the ultimate responsibility of the Licensee or its permitted assignees or successors.

15. Licensor does not represent that it has or will have any easements, rights-of-way or franchises for the construction and maintenance of said attachments or for rights of entry upon premises for construction and maintenance of said Equipment.

16. For the purpose of computation of rentals, any Equipment installation space occupied by or reserved for the Licensee's Equipment in the Licensor's Underground Facilities during any portion of the twelve (12) month period ending December 31st in any calendar year shall be considered to have been occupied by the Licensee for the entire twelve (12) month period. A year for the purpose of this Agreement shall be defined as January 1st to December 31st - ("Year")

- 7 -

17. Rent shall be based upon a formal recapitulation as set forth in "Exhibit 3" giving the number of linear conduit feet of Equipment for which space is considered occupied or reserved for the Licensee during the twelve (12) month period ending December 31st of the calendar year.

The annual rental rate as of the effective date of this Agreement, is \$3.00 per linear foot of 1" innerduct and \$5.00 a linear foot of 1 1/4" innerduct occupied or reserved in CG&E Underground Facilities, any innerduct larger than 1 1/4" will be negotiated. The annual rental rate for all slack Fiber Optic Cable occupying a manhole will be determined by the size of innerduct occupied and billed per linear foot of cable. Rental space for Licensee's equipment, if required, will be negotiated only if such equipment can be accommodated in Licensor's Facilities.

The annual rental rate is subject to an annual change based on the then current Consumer Price Index (CPI). In the event Licensor offers lower rates to another person, Licensor shall make commercially reasonable efforts to notify Licensee of such decrease.

18. Licensor reserves the right to grant to others not parties to this Agreement such rights to use any Underground Facilities covered by this Agreement as are not in conflict with this Agreement.

19. The term of this Agreement shall be the same as that of the Infrastructure Services Agreement entered into on even date herewith between Licensor and Licensee, including renewals thereof.

20. Upon notice of termination, Licensor shall proceed to remove Licensee's Equipment at Licensee's sole expense or the parties shall negotiate a new

agreement.

21. All notices permitted or required to be given hereunder shall be in writing and shall be duly given upon actual delivery if done in person, or if mailed, on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail or by overnight delivery service.

All notices shall be delivered or sent to the other party at the proper addresses set forth in this Article, or at any other addresses as the parties may designate by ten (10) days prior written notice given in accordance with this provision.

If notice is to be sent to Licensor, send to:

THE CINCINNATI GAS AND ELECTRIC COMPANY  
Joint Use Facilities, WP-656  
1000 East Main Street  
Plainfield, IN 46168-1782

Telephone No. (317) 838-6359  
Fax No. (317) 838-4612

If notice is to be sent to Licensee, send to:

CCB Ohio, LLC,  
at its Principal Business Address  
Attention: General Manager

with a copy to:

Current Communications Group, LLC  
12800 Middlebrook Road, Suite 201  
Germantown, MD 20874  
Attention: Jay Birnbaum

Fax No. (301) 515-7618  
- 9 -

Telephone No. 585-389-6116

22. If a provision of this Agreement is determined to be illegal or unenforceable, then this Agreement, as appropriate, remains in effect and such provision is deemed to be deleted.

23. The failure of either party to insist or enforce in any instance strict performance of any of the terms of this Agreement, or to exercise any rights hereunder conferred, shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

24. The cost assigned to any engineering, installation or maintenance of Equipment under this contract will be developed using the applicable rates as published in Exhibit 1. The "Exhibit 1" is subject to an annual change based on the then current Consumer Price Index (CPI).

25. Exhibits 1, 2, 3 and 4 are attached and incorporated into this Agreement by this reference.

^- 10 ^-

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative on the respective dates entered below.

CCB OHIO, LLC THE CINCINNATI GAS & ELECTRIC COMPANY  
(Licensee) (Licensor)

BY: BY:

Name: Name:

(Title) (Title)

(Date) (Date)

EXHIBIT I

CG&E Rates

Distribution Group

Straight Time Overtime Premium Time

Engineer \$ 92 \$ 138 \$ 184

Surveyor \$ 73 \$ 109 \$ 146

Designier \$ 69 \$ 104 \$ 138

Lineman (OH/^UG) \$ 64 \$ 96 \$ 128

Project Manager \$ 92 \$138 \$ 184

Supervisor[^Foreman \$ 73 \$ 109 \$ 146

Vehi^des/Equipment:

Passenger vehicle \$ 50.00 per day + \$^35 per mile

Line truck \$ 400.00 per day + \$^35 per mile

Trencher/Digger \$ 325.00 per day

Cable Puller/Air Compressor \$ 325.00 per day

Backhoe/Bulldozer/Grader \$ 650.00 per day

Step Vans (UG Only) \$ 225.00 per day

Fiber Optic Cable Blower (UG/ aerial duct) \$400.00 per day

Subcontracted Services & Equipment Rentals:

Will be billed at CG&E invoiced cost + 35% administration fee.

Note:

Hourly labor rate quoted per job classification

Labor

Straight time: First eight hours any Monday - Friday (7:00 A.M. start)

Overfi<sup>^</sup>me: Over 8 hours or Saturday

Premium time: Sundays & Holidays

# EXHIBIT 2

Schedule Of Required Deposit Or Bond

Number of Conduit Feet Amount of Deposit or Bond

100 \$1,500

500 \$<sup>^</sup>3,000

1,000 \$6,00<sup>^</sup>6

2,000 \$15,000

5,000 \$30,000

10<sup>^</sup>,000 \$60,000

15,000 \$75,000

20,000 \$90<sup>^</sup>,000

30,000 \$120,000

40,000 \$150,000

50,000 \$225,000

75,000 \$300,000

100<sup>^</sup>,000 \$600,000

200,000 \$900,000

300,000 & OVER \$1,000,000

□I

I

# EXHIBIT 3

Recal2ituIation

To the Conduit Occupancy Agreement, dated this-day of 200, between CG&E  
and



Name of Respondent Cincinnati Gas & Electric Company, The		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report End of 2005/Q4
ELECTRIC PLANT IN SERVICE (Account 101, 102, 103 and 106) (Continued)				
Line No.	Account (a)	Balance Beginning of Year (b)	Additions (c)	
44	(347) Asset Retirement Costs for Other Production			
46	TOTAL Other Prod. Plant (Enter Total of lines 37 thru 44)	327,718,194	20,688,067	
46	TOTAL Prod. Plant (Enter Total of lines 18, 25, 35, and 45)	3,478,281,795	68,902,496	
47	3. TRANSMISSION PLANT			
48	(350) Land and Land Rights	26,274,651	68,030	
49	(352) Structures and Improvements	8,648,810	82,585	
50	(353) Station Equipment	260,895,888	22,058,047	
51	(354) Towers and Fixtures	37,488,114	1,210,360	
52	(355) Poles and Fixtures	52,921,505	2,679,893	
53	(356) Overhead Conductors and Devices	81,595,566	4,690,542	
54	(357) Underground Conduit	4,625,442	-6,001	
55	(358) Underground Conductors and Devices	4,328,825	-1,210	
56	(359) Roads and Trails			
57	(359.1) Asset Retirement Costs for Transmission Plant			
58	TOTAL Transmission Plant (Enter Total of lines 48 thru 57)	478,674,789	30,789,226	
59	4. DISTRIBUTION PLANT			
60	(360) Land and Land Rights	32,688,257	180,655	
61	(361) Structures and Improvements	5,341,698	59,691	
62	(362) Station Equipment	205,261,674	6,867,920	
63	(363) Storage Battery Equipment			
64	(364) Poles, Towers, and Fixtures	210,248,427	17,792,895	
65	(365) Overhead Conductors and Devices	268,361,127	6,956,450	
66	(366) Underground Conduit	91,963,048	2,008,222	
67	(367) Underground Conductors and Devices	201,035,486	8,783,491	
68	(368) Line Transformers	290,676,284	11,944,224	
69	(369) Services	49,193,393	1,321,116	
70	(370) Meters	74,322,964	2,605,419	
71	(371) Installations on Customer Premises		4,622	
72	(372) Leased Property on Customer Premises	102,503		
73	(373) Street Lighting and Signal Systems	29,965,325	369,218	
74	(374) Asset Retirement Costs for Distribution Plant			
75	TOTAL Distribution Plant (Enter Total of lines 60 thru 74)	1,457,510,198	59,084,933	
76	5. GENERAL PLANT			
77	(380) Land and Land Rights	951,658		
78	(390) Structures and Improvements	16,049,516	-404,728	
79	(391) Office Furniture and Equipment	1,777,515	13,666	
80	(392) Transportation Equipment	4,785,173	34,824	
81	(393) Stores Equipment	42,829		
82	(394) Tools, Shop and Garage Equipment	8,142,739	471,823	
83	(395) Laboratory Equipment	2,824,710	-138,613	
84	(396) Power Operated Equipment	1,294,036		
85	(397) Communication Equipment	2,494,369	-131,449	
86	(398) Miscellaneous Equipment	86,216	20,308	
87	SUBTOTAL (Enter Total of lines 77 thru 86)	38,438,958	-134,189	
88	(399) Other Tangible Property			
89	(399.1) Asset Retirement Costs for General Plant			
90	TOTAL General Plant (Enter Total of lines 87, 88 and 89)	38,438,958	-134,189	
91	TOTAL (Accounts 101 and 106)	5,492,470,880	188,410,496	
92	(102) Electric Plant Purchased (See Instr. 8)			
93	(Less) (102) Electric Plant Sold (See Instr. 8)			
94	(103) Experimental Plant Unclassified			
95	TOTAL Electric Plant In Service (Enter Total of lines 91 thru 94)	5,492,470,880	188,410,496	

DEPOSITION  
EXHIBIT  
OCTA 9  
11-21-08

Name of Respondent Cincinnati Gas & Electric Company, The		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) / /	Year/Period of Report End of 2005/Q4
ELECTRIC PLANT IN SERVICE (Account 101, 102, 103 and 106) (Continued)					
Retirements (d)	Adjustments (e)	Transfers (f)	Balance at End of Year (g)		Line No.
					44
8,457,812		-7,544,236	332,404,200		45
13,953,684		187,081	3,634,427,698		46
					47
15,462			26,327,219		48
14,486			8,694,909		49
11,352,911		-282,222	271,116,800		50
63,065			38,642,408		51
379,410			55,221,988		52
237,399			88,048,709		53
			4,619,441		54
			4,327,615		55
					56
					57
12,062,713		-282,222	494,999,090		58
					59
2,961			33,155,971		60
21,406		24,987	5,404,980		61
2,236,402		-284,737	209,628,455		62
					63
2,428,588		-13,144	225,599,589		64
2,826,288		-10,146	270,381,145		65
60,480		-614	93,911,278		66
1,250,555		-54,956	208,514,089		67
2,803,898		-1,536,259	298,280,281		68
768,877			48,744,632		69
2,690,116		115,603	74,553,870		70
			4,622		71
			102,503		72
571,615			29,782,928		73
					74
15,762,275		-1,758,555	1,499,074,301		75
					76
			951,868		77
237,857		-6,123	15,400,808		78
2,478			1,788,703		79
335,913			4,484,084		80
4,380			38,448		81
26,295			8,588,267		82
20,190			2,665,907		83
90,083			1,193,953		84
		-287,743	2,075,177		85
12,325			94,198		86
729,521		-293,888	37,281,402		87
					88
					89
729,521		-293,888	37,281,402		90
42,508,193		-1,897,571	5,616,475,812		91
					92
					93
					94
42,508,193		-1,897,571	5,616,475,812		95

Name of Respondent	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report 2005/Q4
Cincinnati Gas & Electric Company, The			
FOOTNOTE DATA			

Schedule Page: 219 Line No.: 8 Column: c	
Cumulative Effect of Fin47 - ARO	25,684
Schedule Page: 219 Line No.: 16 Column: c	
Transfers	601,046.07
Gain / Loss	(16,149.43)
Total	584,896.64

Name of Respondent Cincinnati Gas & Electric Company, The	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 11	Year/Period of Report End of 2005Q4
--	---	--------------------------------------	--

**ACCUMULATED PROVISION FOR DEPRECIATION OF ELECTRIC UTILITY PLANT (Account 108)**

1. Explain in a footnote any important adjustments during year.
2. Explain in a footnote any difference between the amount for book cost of plant retired, Line 11, column (c), and that reported for electric plant in service, pages 204-207, column 9d), excluding retirements of non-depreciable property.
3. The provisions of Account 108 in the Uniform System of accounts require that retirements of depreciable plant be recorded when such plant is removed from service. If the respondent has a significant amount of plant retired at year end which has not been recorded and/or classified to the various reserve functional classifications, make preliminary closing entries to tentatively functionalize the book cost of the plant retired. In addition, include all costs included in retirement work in progress at year end in the appropriate functional classifications.
4. Show separately interest credits under a sinking fund or similar method of depreciation accounting.

**Section A. Balances and Changes During Year**

Line No.	Item (a)	Total (c+d+e) (b)	Electric Plant in Service (c)	Electric Plant Held for Future Use (d)	Electric Plant Leased to Others (e)
1	Balance Beginning of Year	2,279,548,778	2,279,548,778		
2	Depreciation Provisions for Year, Charged to				
3	(403) Depreciation Expense	121,157,134	121,157,134		
4	(403.1) Depreciation Expense for Asset Retirement Costs	80,889	80,889		
5	(413) Exp. of Elec. Plt. Leas. to Others				
6	Transportation Expenses-Clearing	28,869	28,869		
7	Other Clearing Accounts				
8	Other Accounts (Specify, details in footnote):	25,684	25,684		
9					
10	TOTAL Deprec. Prov for Year (Enter Total of lines 3 thru 9)	121,292,576	121,292,576		
11	Net Charges for Plant Retired:				
12	Book Cost of Plant Retired	42,400,259	42,400,259		
13	Cost of Removal	2,551,877	2,551,877		
14	Salvage (Credit)	5,678,862	5,678,862		
15	TOTAL Net Chrgs. for Plant Ret. (Enter Total of lines 12 thru 14)	39,373,274	39,373,274		
16	Other Debit or Cr. Items (Describe, details in footnote):	565,006	565,006		
17					
18	Book Cost or Asset Retirement Costs Retired				
19	Balance End of Year (Enter Totals of lines 1, 10, 15, 16, and 18)	2,362,033,086	2,362,033,086		

**Section B. Balances at End of Year According to Functional Classification**

20	Steam Production	1,493,960,120	1,493,960,120		
21	Nuclear Production				
22	Hydraulic Production-Conventional				
23	Hydraulic Production-Pumped Storage				
24	Other Production	176,188,441	176,188,441		
25	Transmission	172,576,801	172,576,801		
26	Distribution	506,466,657	506,466,657		
27	General	12,841,067	12,841,067		
28	TOTAL (Enter Total of lines 20 thru 27)	2,362,033,086	2,362,033,086		

Name of Respondent Cincinnati Gas & Electric Company, The	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 11	Year/Period of Report End of 2005/Q4
--	---	--------------------------------------	---

**ACCUMULATED DEFERRED INCOME TAXES - OTHER (Account 283)**

1. Report the information called for below concerning the respondent's accounting for deferred income taxes relating to amounts recorded in Account 283.

2. For other (Specify), include deferrals relating to other income and deductions.

Line No.	Account (a)	Balance at Beginning of Year (b)	CHANGES DURING YEAR	
			Amounts Debited to Account 410.1 (c)	Amounts Credited to Account 411.1 (d)
1	Account 283			
2	Electric			
3		197,733,635	-38,770,551	-6,761,067
4				
5				
6				
7				
8				
9	TOTAL Electric (Total of lines 3 thru 8)	197,733,635	-38,770,551	-6,761,067
10	Gas			
11		5,590,528	7,484,821	5,612,153
12				
13				
14				
15				
16				
17	TOTAL Gas (Total of lines 11 thru 16)	5,590,528	7,484,821	5,612,153
18	Other- See Footnote	-181,843		
19	TOTAL (Acct 283) (Enter Total of lines 9, 17 and 18)	203,142,318	-31,285,730	-1,148,914
20	Classification of TOTAL			
21	Federal Income Tax	201,588,914	-37,706,004	-1,464,905
22	State Income Tax	1,553,404	6,420,274	315,991
23	Local Income Tax			

**NOTES**

Name of Respondent Cincinnati Gas & Electric Company, The	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 1 /	Year/Period of Report End of 2005/Q4
--	---	---------------------------------------	---

**ACCUMULATED DEFERRED INCOME TAXES - OTHER (Account 283) (Continued)**

3. Provide in the space below explanations for Page 276 and 277. Include amounts relating to insignificant items listed under Other.  
4. Use footnotes as required.

CHANGES DURING YEAR		ADJUSTMENTS				Balance at End of Year (k)	Line No.
Amounts Debited to Account 410.2 (e)	Amounts Credited to Account 411.2 (f)	Debits		Credits			
		Account Credited (g)	Amount (h)	Account Debited (i)	Amount (j)		
							1
							2
24,649	-539,313	236, 282	39,677,399	190, 282	29,373,414	155,984,128	3
							4
							5
							6
							7
							8
24,649	-539,313		39,677,399		29,373,414	155,984,128	9
							10
	-700,307	282	3,661,383	283	69	4,602,187	11
							12
							13
							14
							15
							16
	-700,307		3,661,383		69	4,602,187	17
		283	2,059			-183,902	18
24,649	-1,239,620		43,340,841		29,373,483	180,302,413	19
							20
20,625	-555,175	236, 282	40,951,735	190, 282	7,741,033	132,712,913	21
4,024	-684,445	236, 282	2,369,106	190, 282	21,632,450	27,589,600	22
							23

**NOTES (Continued)**

Name of Respondent	This Report Is:	Date of Report	Year/Period of Report
Cincinnati Gas & Electric Company, The	(1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) 11	2005/Q4
--- FOOTNOTE DATA			

Schedule Page: 276 Line No.: 18 Column: K

Non-Utility-Other	(183,902)
Total	(183,902)

Name of Respondent Cincinnati Gas & Electric Company, The	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 11	Year/Period of Report End of 2005/04
--	---	--------------------------------------	---

**ACCUMULATED DEFERRED INCOME TAXES (Account 190)**

1. Report the information called for below concerning the respondent's accounting for deferred income taxes.  
2. At Other (Specify), include deferrals relating to other income and deductions.

Line No.	Description and Location (a)	Balance of Beginning of Year (b)	Balance at End of Year (c)
1	Electric		
2		88,137,130	72,381,891
3			
4			
5			
6			
7	Other		
8	TOTAL Electric (Enter Total of lines 2 thru 7)	88,137,130	72,381,891
9	Gas		
10		10,968,307	9,805,680
11			
12			
13			
14			
15	Other		
16	TOTAL Gas (Enter Total of lines 10 thru 15)	10,968,307	9,805,680
17	Other (Specify)	15,015,866	18,490,287
18	TOTAL (Acct 190) (Total of lines 8, 16 and 17)	114,121,403	100,677,858

Notes



Name of Respondent Cincinnati Gas & Electric Company, The	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report 2005/Q4
FOOTNOTE DATA			

Schedule Page: 234 Line No.: 17 Column: b

	Beginning Balance	410.1	411.1	410.2	411.2	Adjustments	Ending Balance
Sup. Pens.	646,120	-	-	-	-	-	646,120
ITC Non-U	17,842,079	-	-	320,946	-	-	17,521,133
Ded/Add	(13,235,701)	45,482,010	99,540,082	(13,546,142)	(55,202,875)	(8,660,265)	(9,494,627)
Min. Pens.	9,763,468	-	-	-	-	-	9,763,468
Ant. Grant	-	(95,810)	-	39,848	-	-	55,962
MGBCleanUp	-	1,769	-	-	-	-	(1,769)
Tot. Other	15,015,966	45,387,969	99,540,082	(13,185,348)	(55,202,875)	(8,660,265)	18,490,287