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**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

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In The Matter of the Application of Duke)
Energy Ohio, Inc. For Approval of a Residential) Case No. 09-834-EL-UNC
Solar Renewable Energy Credit Purchase Program)
Agreement and Tariff)

**AMENDED APPLICATION OF DUKE ENERGY OHIO, INC.
FOR APPROVAL OF A SOLAR RENEWABLE ENERGY CREDIT
PURCHASE PROGRAM AND TARIFF**

1. On September 21, 2009, Duke Energy Ohio, Inc. (Duke Energy Ohio or Applicant) filed in this matter an Application for Approval of a Residential Solar Renewable Energy Credit Purchase Program and Tariff pursuant to Paragraph 31 of its Stipulation and the Public Utilities Commission of Ohio's (Commission) Order in Duke Energy Ohio's Electric Security Plan, Case No. 08-920-EL-SSO. In its Application, Duke Energy Ohio proposed to make available to residential customers, upon Commission approval, a residential renewable energy credit (REC) program through December 31, 2011.

2. Now comes Duke Energy Ohio, and submits this Amended Application for Approval of the Amended Residential Renewable Energy Credit Purchase Program, which includes certain changes to the original filing, including the addition of clarification of eligible customers and price terms.

3. Duke Energy Ohio requests approval of the Amended Agreement attached hereto as Amended Exhibit 1, as well as the proposed tariff, which provides that the Duke Energy Ohio will purchase RECs from residential generation customer-sited solar photovoltaic or solar thermal resources within the State of Ohio that have been certified and approved by the

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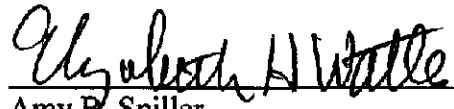
Commission. The fully aggregated environmental attributes associated with one megawatt hour of electricity derived from the customer's resource shall be equivalent to one REC.

4. Duke Energy Ohio shall pay for the actual REC(s) generated by the customer at a price equal to seventy-five percent of the penalty set forth in Ohio Revised Code 4928.64(C)(1)(a) through 2011.

5. All reasonable costs to Duke Energy Ohio associated with this residential renewable energy credit program and purchases shall be recoverable through Duke Energy Ohio's Rider PTC-FPP (fuel and economy purchased power).

WHEREFORE: Applicant, Duke Energy Ohio, respectfully requests that the Commission approve this Amended Application with attached amended agreement and proposed tariff, including provisions for cost recovery as set forth above.

Respectfully submitted,




Amy B. Spiller
Associate General Counsel
Elizabeth H. Watts
Assistant General Counsel
Duke Energy Ohio Business Services
Columbus Office:
155 East Broad Street
Suite 2100
Columbus, Ohio 43215
(614) 222-1331

Cincinnati Office:
2500 Atrium II, 139 East Fourth Street
P.O. Box 960
Cincinnati, Ohio 45201-0960
(513) 419-1871

CERTIFICATE OF SERVICE

I certify that a copy of the above Motion to Intervene was served upon those parties listed below
via first class U.S. Mail, postage prepaid, on this 8th day of October 2009.


Elizabeth H. Watts

Ann Hotz
Ohio Consumer Counsel
10 West Broad Street
Suite 1800
Columbus, OH 43215

Residential Renewable Energy Credit Purchase Offer Agreement

THIS RESIDENTIAL RENEWABLE ENERGY CREDIT PURCHASE OFFER AGREEMENT ("Agreement") is made and entered into by and between Duke Energy Ohio, Inc., hereinafter called the "Company," and _____, hereinafter called the "Customer," (collectively the "Parties" or individually the "Party"), and is effective as of _____, 20____.

WITNESSETH

WHEREAS, the Company is an electric distribution utility and electric light company, as defined in R.C. §4928.01(A); and

WHEREAS, Customer is a residential customer in Duke Energy Ohio's service area, currently taking retail electric generation service at their primary residence under one of the Company's Residential Tariffs (RS, ORH, TD, and RS3P).

NOW THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Residential Customer: Customer represents and warrants that Customer is a residential electric generation customer of Company, and that Customer owns or leases a customer-sited solar voltaic or solar thermal renewable energy project in the state of Ohio that has been certified as a Ohio Renewable Energy Resource Generation Facility by the Public Utilities Commission of Ohio (the "Project") and is registered with the Generating Attributes Tracking System ("GATS") or the Midwest Renewable Energy Tracking System ("MRETS"). Customer further represents and warrants that Customer has signed and completed the Company's Interconnection documents contained in Rate IS – Interconnection Service and currently participates in the Company's Net Metering Rider, Rate NM – Net Metering.

2. Fully Aggregated REC(s): Customer expects its Project will generate one or more REC(s), on an annual basis, and understands that fully aggregated environmental attributes associated with one megawatt-hour of electricity derived from Customer's Project is equivalent to one (1) REC. Customer shall be responsible for tracking and recording renewable energy that amounts to less than one (1) megawatt-hour. Such renewable energy shall not be counted as one (1) REC until such time it amounts to one (1) megawatt-hour of electricity derived from Customer's Project.

3. Purchase Price and Payment: Company hereby agrees to purchase the whole REC(s) from Customer's Project. The fixed purchase price and purchase commitments shall be the equivalent of seventy-five percent of the Company's penalty for non-compliance, which value is specified in Ohio Revised Code 4928.64(C)(1)(a). For the 2009 vintage year, the payment shall be \$337.50. per vintage solar REC. The Company will update its purchase price each year based upon current market pricing. The Company will pay for actual generation of whole RECs for a one year calendar period at the end of the generation period.

Project Criteria: Customer acknowledges and agrees that the Project must meet the following criteria:

- i. Customer must attach a copy of the Ohio Renewable Energy Resource Generation Facility certification (Attachment A.)
- ii. Project must have a utility grade meter provided by the customer, at its own cost and expense, on the output side of the inverter where kilowatt-hours can be measured and verified.
- iii. Project must be attached as a permanent fixture at the Customer's property (service address).
- iv. Renewable energy delivered from a Project shall be calculated at a minimum by reading the output of the meter at two different points of the year (*i.e.*, January 1 to December 31) and/or in accordance with the GATS or MRETS reporting requirements.

4. Term: The initial term of this Agreement is from the Effective Date through December 31, 2011. The terms will be extended on an annual renewal basis unless the Agreement is terminated pursuant to paragraph 9 below.

5. Assignment of REC(s): Customer shall direct the REC(s) into GATS or MRETS system to the Company's account. The Company shall require and shall only accept REC(s) that Customer has created in the GATS or MRETS system. Customer shall also complete the Affidavit of Performance, attached hereto as Attachment A.

6. Inspection and Audit: After providing reasonable notice, Company has the right to inspect and audit the performance of the Project. Company will provide Customer, upon written request, a copy of any report generated as a result of the inspection and audit. Notwithstanding the foregoing, it shall be the sole responsibility of Customer to operate, maintain, repair, and inspect the Project to ensure its proper working order.

7. Attestation: Customer hereby agrees to submit an Affidavit of Performance, at the end of each calendar year, attesting to the current condition of the Project and the number of REC(s) the Project delivered. Customer shall create and maintain a GATS or MRETS account to facilitate the transfer REC(s) once such REC(s) are received and accepted in the Company's GATS and/or MRETS accounts.

8. Termination: This Agreement shall immediately terminate upon the following occurrences: (i) Project ceases to be a permanent fixture on Customer-owned property; (ii) Project materially fails to function in such a manner as to produce renewable energy megawatt hours; (iii) the Public Utilities Commission of Ohio revokes the Project's certification; (iv) the Public Utilities Commission of Ohio disallows cost recovery for any REC(s) the Company purchased in connection with this Agreement or Company's reasonable administrative costs; or (v) the term of the Agreement expires, ceases, fails, revokes, or is disallowed.

9. Limitation of Liability and Indemnification: Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Customer's negligence in connection with the design, construction or operation of its Project. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. This paragraph does not create a liability on the part of the Customer to the Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided

in this paragraph do not apply in cases of gross negligence or intentional wrongdoing. Notwithstanding the foregoing, Customer shall reimburse the Company for any regulatory penalties assessed against the Company for non-compliance with alternative energy benchmarks due to the negligence of the Customer or the failure of the Project for which the Customer has control and responsibility.

10. Notices: Unless otherwise stated herein, all notices, demands, or requests required or permitted under this Agreement must be in writing and must be delivered or sent by overnight express mail, courier service, addressed as follows:

If to the Customer:

[Customer Name]
[Address]
[Telephone]

If to the Company:

Duke Energy Ohio, Inc.
Legal Department/Regulatory
139 East Fourth Street, Atrium II
25th Floor
Cincinnati, Ohio

or to such other person at such other address as a Party may designate by like notice to the other Party. Notice received after the close of the business day will be deemed received on the next business day by 5:00p.m., E.S.T., provided that notice by facsimile transmission will be deemed to have been received by the recipient if the recipient confirms receipt telephonically or in writing.

11. Entire Agreement: This Agreement contains the Parties' entire understanding with respect to the matters addressed herein and there are no verbal or collateral representations, undertakings, or agreements not expressly set forth herein. No change in, addition to, or waiver of the terms of this Agreement shall be binding upon any of the Parties unless the same is set forth in writing and signed by an authorized representative of each of the Parties.

12. Assignment: Customer may not assign any of its rights or obligations under this Agreement without obtaining the prior written consent of the Company. No assignment of this Agreement will relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee and all necessary consents have been obtained.

13. Legal Jurisdiction and Interpretation: This Agreement in its entirety will be administered and subject to the laws of the state of Ohio.

14. Acceptance: The Parties hereby acknowledge their acceptance of the terms of this Agreement by signing below:

Customer Name (Print)

Company Representative (Print)

Customer Signature

Company Representative (Signature)

Address Line 1

Address Line 1

Address Line 2

Address Line 2

Phone Number

Phone Number

Attachment A

FORM OF AFFIDAVIT

State of Ohio:

County of _____:

_____, Affiant, being duly sworn, affirmed according to law, deposes and says that:

1. I am the duly authorized representative of [the Project].
2. I have personally examined and am familiar with all information contained in the foregoing Agreement, including any exhibits and attachments, and that based upon my inquiry of those persons immediately responsible for obtaining the information contained in the Agreement, I believe that the information is true, accurate and complete.
3. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

The Statement:

As of _____, _____ continued to be in
(Date) (Project)

good working order with no material corrective actions pertaining to safety and/or operation warranting attention. Further, the Project delivered Quantity of REC(s) and I now assign those RECs to Duke Energy Ohio, Inc.

Meter Read Date

_____ Start: _____

End: _____

Sworn and subscribed before me this _____ day of _____,

_____ Month/Year

Signature of Affiant & Title

Notary Signature

Print Name and Title

RIDER AER

RENEWABLE ENERGY CERTIFICATE PURCHASE OFFER RIDER

APPLICABILITY

This rider is applicable to all residential customers currently taking electric generation service at their primary residence. This rider will be available until December 31, 2011.

DEFINITION OF RENEWABLE ENERGY CERTIFICATES

Renewable Energy Certificate ("REC") shall mean tradable units that represent the commodity formed by unbundling the environmental attributes of a unit of renewable energy from the underlying electricity. One REC would be equivalent to the environmental attributes of one MWH of electricity from a renewable or environmentally friendly generation source. This rider only applies to RECs generated by a residential electric customer's owned or leased renewable energy project that has been certified as an Ohio Renewable Energy Resource Generation Facility by the Public Utilities Commission of Ohio (<http://www.puco.ohio.gov/PUCO/Forms/Form.cfm?id=9464>). Such facility must be located in the Company's service territory.

"Renewable energy resource" means solar photovoltaic or solar thermal energy

RENEWABLE ENERGY CERTIFICATE PURCHASE PRICE

The price paid for RECs created from a solar photovoltaic facility shall be 337.50 per REC for 2009 vintage year. Years 2010 and 2011 will be determined by the Company based upon current market prices.

NET MONTHLY BILL

Purchase of RECs under this rider will not affect a customer's bill.

TERMS AND CONDITIONS

The customer shall enter into a REC Purchase Agreement with the Company (see Exhibit 1) which contains all of the terms and conditions related to the Company's purchase of RECs.

SERVICE REGULATIONS

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

Filed pursuant to an Order dated _____ in Case No. _____ before the Public Utilities Commission of Ohio.

Issued: _____

Issued by Julie Janson, President

Effective: _____