

LARGE FILING SEPARATOR SHEET

CASE NUMBER 11-3549-EL-SSO, 11-3550-EL-ATA, 11-3551-EL-UNC

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Supplemental Testimony of William Don Wathen, Jr.
on behalf of Duke Energy Ohio, Inc.

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RECEIVED-DOCKETING DIV

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Original Sheet No. 94
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RIDER BDP

BACKUP DELIVERY POINT CAPACITY RIDER

BACKUP DELIVERY POINT (TRANSMISSION/DISTRIBUTION) CAPACITY

The Company will normally supply service to one premise at one standard voltage at one delivery point and through one meter to a Non-Residential Customer in accordance with the provisions of the applicable rate schedule and the Electric Service Regulations. Upon customer request, the Company will make available to a Non-Residential Customer additional delivery points in accordance with the rates, terms and conditions of this Rider BDP. For hospitals that are members of the Greater Cincinnati Health Council, Rider BDP will be administered as specified in Case No. 08-920-EL-SSO, Stipulation Attachment 9.

NET MONTHLY BILL

1. Connection Fee \$300.00
The Connection Fee applies only if an additional metering point is required.
2. Monthly charges will be based on the unbundled distribution and/or transmission rates of the customer's most applicable rate schedule and the contracted-for reserved backup delivery point capacity.
3. The Customer shall also be responsible for the acceleration of costs to the extent that the revenue requirement for such costs exceeds the monthly charges established in Section 2 above, if any, which would not have otherwise been incurred by Company absent such request for additional delivery points. The revenue requirement for the acceleration of costs shall be equal to the product of the capital investment which has been advanced and the levelized fixed charge rate. The terms of payment may be made initially or over a pre-determined term mutually agreeable to Company and Customers that shall not exceed the minimum term. In each request for service under this Rider, Company engineers will conduct a thorough review of the customer's request and the circuits affected by the request. The customer's capacity needs will be weighed against the capacity available on the circuit, anticipated load growth on the circuit, and any future construction plans that may be advanced by the request. The acceleration charges described in this paragraph (3.) will not apply to customers that already have a backup delivery point as of the effective date of this Rider.

TERMS AND CONDITIONS

The Company will provide such backup delivery point capacity under the following conditions:

1. Company reserves the right to refuse backup delivery capacity to any Customer where such backup delivery service is reasonably estimated by Company to impede or impair current or future electric transmission or distribution service.
2. The amount of backup delivery point capacity shall be mutually agreed to by the Company and the Customer because the availability of specific electric system facilities to meet a Customer's request is unique to each service location.
3. System electrical configurations based on Customer's initial delivery point will determine whether distribution and/or transmission charges apply to Customer's backup delivery point.

Filed pursuant to an Order dated July 8, 2009 in Case No. 08-709-EL-AIR before the Public Utilities Commission of Ohio.

Issued: July 10, 2009

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Issued by Julie Janson, President

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TERMS AND CONDITIONS (CONTINUED)

4. In the event that directly assigned facilities are necessary to attach Customer's backup delivery point to the joint transmission or distribution systems, Company shall install such facilities and bill Customer the Company's full costs for such facilities and installations.
5. Energy supplies via any backup delivery point established under this Rider BDP will be supplied under the applicable rate tariff and/or special contract.
6. Company and the Customer shall enter into a service agreement with a minimum term of five years. This service agreement shall contain the specific terms and conditions under which Customer shall take service under this Rider BDP.
7. Company does not guarantee uninterrupted service under this rider.

SERVICE REGULATIONS

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

Filed pursuant to an Order dated July 8, 2009 in Case No. 08-709-EL-AIR before the Public Utilities Commission of Ohio.

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Duke Energy Ohio
139 East Fourth Street
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RATE MDC

METER DATA CHARGES

APPLICABILITY

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

TYPE OF CHARGES

Request for Usage Data

One month of electronic Interval Meter Data	\$24.00
Twelve months of electronic Interval Meter Data	\$32.00
Interval Meter Data Printout	\$13.00
Electronic monthly interval data with graphical capability accessed via the Internet consistent with all applicable terms and conditions for use.	\$20.00 per month

SERVICE REGULATIONS

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

Filed pursuant to an Order dated in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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139 East Fourth Street
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P.U.C.O. Electric No. 19
Sheet No. 96.2
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RATE MSC

METER SERVICE CHARGES

APPLICABILITY

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

TYPE OF CHARGES

Standard Meter Tests (See Company's Electric Service Regulations; Sheet No. 24)	\$41.00
Installation Charges of Interval Meters and Equipment	
Replace Meter with Interval Meter & Modem - 15 minute intervals	\$446.00
Replace Meter with Interval Meter & Modem - 5 minute intervals	\$968.00
Installation of Meter Pulse Equipment	\$380.00
 If the Company is required to make additional visits to the meter site due to the inability to gain access to the meter location or the necessary Communication Link has not been installed, or the Communication Link is not working properly, the Company may charge the customer for any additional trip to the meter site at the rate of	 \$58.00/Visit
 Cellular telephone installation and monthly access fee	 \$55.00/Month

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

SERVICE REGULATIONS

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

Filed pursuant to an Order dated February 22, 2006 in Case No. 05-635-EL-ATA before the Public Utilities Commission of Ohio.

Issued: December 22, 2008

Issued by Julie Janson, President

Effective: January 5, 2009

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 98.8
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**RIDER GSS
GENERATION SUPPORT SERVICE**

APPLICABILITY

Applicable to any general service customer having generation equipment capable of supplying all or a portion of its power requirements for other than emergency purposes and who requires supplemental, maintenance or backup power. Power requirements for Supplemental Power Service, Maintenance Power Service and Backup Power Service may be provided by the Company or a Certified Supplier.

TYPE OF SERVICE

Service will be rendered in accordance with the specifications of the Company's applicable distribution voltage service or transmission voltage service tariff schedules.

NET MONTHLY BILL

The provisions of the applicable distribution service or transmission service tariff schedule and all applicable riders shall apply to Supplemental Power Service, Maintenance Power Service and Backup Power Service except where noted otherwise. The monthly Administrative Charge and the Monthly Reservation Charges as shown shall apply only to Maintenance Power Service and Backup Power Service.

1. Administrative Charge

The Administrative Charge shall be \$75 plus the appropriate Customer Charge.

2. Monthly Distribution Reservation Charge

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

3. Monthly Transmission Cost Recovery Reservation Charge

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

4. Supplemental Power Service

The customer shall contract with the Company for the level of demand required for Supplemental Power Service. All Supplemental Power shall be billed under the terms and charges of the Company's applicable full service tariff schedules. All power not specifically identified and contracted by the customer as Maintenance Power or Backup Power shall be deemed to be Supplemental Power.

Filed pursuant to an Order dated in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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NET MONTHLY BILL (Contd.)

5. Maintenance Power Service

Requirements -

The customer shall contract with the Company for the level of demand required for Maintenance Power. The contracted level of Maintenance Power shall be the lesser of: 1) the transmission and/or distribution capacity required to serve the contracted load; or, 2) the demonstrated capacity of the customer's generating unit(s) for which Maintenance Power is required. The customer's Maintenance Power requirements for each generating unit must be submitted to the Company at least sixty (60) days prior to the beginning of each calendar year. Within thirty (30) days of such submission, the Company shall respond to the customer either approving the Maintenance Power schedule or requesting that the customer reschedule those Maintenance Power requirements. For each generating unit, the customer may elect Maintenance Power Service for up to thirty (30) days in any twelve month period with no more than two (2) days consecutively during the summer billing periods of June through September and those must be during the Company's off-peak periods. The customer may request an adjustment to the previously agreed upon Maintenance Power schedule up to three weeks prior to the scheduled maintenance dates. The adjusted dates must be within one (1) week of the previously scheduled dates and result in a scheduled outage of the same seasonal and diurnal characteristics as the previously scheduled maintenance outage. The Company shall respond to the customer's request for an adjustment within one (1) week of that request. The Company may cancel a scheduled Maintenance Power period, with reason, at any time with at least seven (7) days notice to the customer prior to the beginning of a scheduled maintenance outage if conditions on the Company's electrical system warrant such a cancellation. Any scheduled Maintenance Power period cancelled by the Company shall be rescheduled subject to the mutual agreement of the Company and the customer.

Billing -

All power supplied under Maintenance Power Service shall be billed at the applicable rate contained in the Company's full service tariff schedules except for the following modifications: 1) the demand ratchet provision of the Company's full service tariff schedules shall be waived; and 2) the demand charge for Generation shall be fifty (50) percent of the applicable full service tariff Generation demand charge prorated by the number of days that Maintenance Power is taken; and 3) the Distribution, Transmission and Ancillary Services Charges contained in the full service tariff schedules shall be replaced by the Monthly Reservation Charges.

Filed pursuant to an Order dated in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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NET MONTHLY BILL (Contd.)

6. Backup Power Service

Requirements –

The customer shall contract with the Company for the level of demand required for Backup Power. The contracted level of Backup Power shall be the lesser of: 1) the transmission and/or distribution capacity required to serve the contracted load; or, 2) the demonstrated capacity of the customer's generating unit(s) for which Backup Power is required. The customer shall notify the Company by telephone within one-hour of the beginning and end of the outage. Within 48 hours of the end of the outage, the customer shall supply written notice to the Company of the dates and times of the outage with verification that the outage had occurred. If the customer can reasonably withstand interruption of the Company's backup power supply, the customer may opt for interruptible Backup Power Service. The notification period for interruption shall be one (1) hour. If the customer fails to respond to the Company's interrupt order, the customer's backup power shall be billed at the firm Backup Power rate and shall be assessed an additional fifty (50) percent of the firm Backup Power rate for all Backup Power taken. Should the customer fail to respond to two (2) consecutive interrupt orders or four (4) interrupt orders in any twelve month period, the Company may require the customer to take Backup Power Service under the firm Backup Power rate provisions.

Billing –

All Backup Power will be billed at the applicable rate contained in the Company's full service tariff schedules except for the following modifications: 1) the demand ratchet provision of the Company's full service tariff schedules is waived; 2) the demand charge for Generation shall be the applicable full service tariff schedule Generation demand charge prorated by the number of days that Backup Power is taken; and 3) the Distribution, Transmission and Ancillary Service Charges contained in the full service tariff schedules shall be replaced by the Monthly Reservation Charges. Customers who take interruptible Backup Power Service will receive a fifty (50) percent reduction in the Generation demand charge for the Backup Power taken.

7. Monthly Reservation Charges

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

METERING

Recording meters, as specified by the Company, shall be installed where necessary, at the customer's expense. All metering equipment shall remain the property of the Company.

DEFINITIONS

Supplemental Power Service – a service which provides distribution and/or transmission capacity to the customer as well as the energy requirements, which requirements may be provided by the Company or a Certified Supplier, for use by a customer's facility in addition to the electric power which the customer ordinarily generates on its own.

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DEFINITIONS (Contd.)

Maintenance Power Service – a contracted service which provides distribution and/or transmission capacity as well as the energy requirements, which requirements may be provided by the Company or a Certified Supplier, for use by the customer during scheduled outages or interruptions of the customer's own generation.

Backup Power Service – a contracted service which provides distribution and/or transmission capacity as well as the energy requirements, which requirements may be provided by the Company or a Certified Supplier, for use by the customer to replace energy generated by the customer's own generation during an unscheduled outage or other interruption on the part of the customer's own generation.

TERMS AND CONDITIONS

The term of contract shall be for a minimum of five (5) years.

The customer shall be required to enter into a written Service Agreement with the Company which shall specify the type(s) of service required, notification procedures, scheduling, operational requirements, the amount of deviation from the contract demand to provide for unavoidable generation fluctuations resulting from normal mechanical factors and variations outside the control of the customer, level of demand and energy required, and whether the source of power under this rider shall be provided by the Company or a Certified Supplier.

The customer is required to adhere to the Company's requirements and procedures for interconnection as set forth in the Company's publication, "Guideline Technical Requirements for Customer Generation" which is provided to customers requesting service under this rider.

The cost of any additional facilities associated with providing service under the provisions of this rider shall be borne by the customer.

Changes in contracted demand levels may be requested by the customer once each year at the contract anniversary date. This request shall be made at least thirty (30) days in advance of the contract anniversary date.

The Company may enter into special agreements with customers which may deviate from the provisions of this rider. Such agreements shall address those significant characteristics of service and cost which would influence the need for such an agreement.

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**RIDER SBS
OPTIONAL SUMMARY BILLING SERVICE PILOT**

APPLICABILITY

Applicable to non-residential jurisdictional customers having multiple electric and/or gas accounts with the Company, and who request that the billings for such accounts be summarized on a single statement. Summary Billing provides customers the convenience of receiving and paying one billing statement for their gas and electric utility accounts. The Company and customer shall enter into a service agreement specifying the applicable terms and conditions under which customer agrees to accept Summary Billing. The service agreement shall also identify the individual electric and gas accounts to be included in the Summary Bill, as agreed to by the Company and the customer.

SUMMARY BILLING STATEMENT

The Company will render one Summary Billing Statement each month that will summarize the customer's accounts. Additionally, customers may elect to receive a report that provides details of the associated accounts. Individual detail statements will not be provided, however, customers may elect to access detailed billing information regarding their accounts electronically.

SUMMARY BILL DUE DATE

The amount shown as owed on the Summary Billing Statement shall be due by the Summary Billing due date. The Company shall derive the due date by applying Generally Accepted Accounting Principles and incorporating the Time Value of Money. The Company will review this date in conjunction with any major changes to the Summary Billing Account, i.e., the removal or addition of accounts. Customers agree to waive their rights to the normal grace period between the rendering of the Summary Billing Statement and the due date, as specified in this Tariff. The period of time covered by the Summary Billing Statement shall be a uniform time period as agreed to by the parties prior to billing. Should such time period require revision due to changed circumstances, the Company will inform the customer prior to any such revision.

APPLICATION OF PAYMENT

Payment to the Company in full amount shall satisfy the bill rendered for services and all underlying accounts.

Payment will be considered delinquent if not received by the Company on or before the established Summary Bill due date. After an account becomes sixty (60) days past due, the summary billing agreement may be terminated without further notice.

Underpayments will be used to satisfy the oldest utility balance due first, based on billing data. These payments will then be paid out on the priority order established by the Company. Overpayments will reside on the master account, and be applied to the next billing.

BILLING ERRORS

Customers shall agree to pay the amount of the "summary total" indicated on the Summary Billing Statement. Adjustments to correct any billing errors will be made by the Company to the detail accounts and will be reflected in the following month's summary total.

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

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Julie Janson, President

Duke Energy Ohio
139 East Fourth Street
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LATE PAYMENT CHARGE

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

BILL INSERTS AND NOTICES

The Company will meet all statutory and regulatory requirements regarding bill inserts and notices by mailing a copy of such information to only the Summary Account.

ADDITIONAL TERMS AND CONDITIONS

There is no additional charge for Summary Billing Services.

Customers wishing to access their detail bills electronically should call the telephone number shown on their summary bill to receive confidential access to their billing information.

The customer may cancel summary billing for any reason upon thirty (30) days written notification to the Company. In the event of termination, the covered accounts will return to the normal billing and collection procedures of the Company.

SERVICE REGULATIONS

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

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

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Issued by Julie Janson, President

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139 East Fourth Street
Cincinnati, Ohio 45202

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RATE AER

RENEWABLE ENERGY CERTIFICATE PURCHASE OFFER RIDER

AVAILABILITY

This rate is applicable to all residential customers currently taking electric distribution service at their primary residence. This rate will be available until December 31, 2012.

DEFINITION OF RENEWABLE ENERGY CERTIFICATES

"Renewable Energy Certificate ("REC") means the fully aggregated attributes associated with one megawatt hour of electricity generated by a renewable energy resource. One REC would be equivalent to the environmental attributes 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 energy or solar thermal energy.

RENEWABLE ENERGY CERTIFICATE PURCHASE PRICE

The price paid for RECs acquired from a solar photovoltaic or solar thermal facility shall be \$300.00 per REC for 2010 purchases. After 2010, REC purchases shall be based upon current market price with reference to publicly available market sources.

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 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. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 3, 2012

Issued by Julie Janson, President

Rate AER
Exhibit 1

Residential Renewable Energy Certificate Purchase Offer Agreement

THIS RESIDENTIAL RENEWABLE ENERGY CERTIFICATE (REC) 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 service at their primary residence under one of the Company's Residential Tariffs (RS, ORH, TD-AM, TD, TD-CPP_LITE, TD-LITE, CUR, RS3P and RSLI).

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 distribution customer of Company, and that Customer owns a customer-sited solar photovoltaic or solar thermal 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. If Customer is not a generation service customer of the Company, then the Company will not credit the Customer for electricity generated in excess of usage under Rate NM.

2. Fully Aggregated REC(s): Customer expects its Project will generate one or more REC(s), on an annual basis, and understands that a renewable energy credit means the fully aggregated environmental attributes associated with one megawatt-hour of electricity generated by a renewable energy resource derived from Customer's Project which 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 purchase price and purchase commitments shall be based on the

Rate AER
Exhibit I

current market prices based on public market information sources, public market information sources include processes such as Request for Proposals for RECs, public REC trading reporting services, or other market sources. For the 2010 vintage REC acquisitions the payment shall be \$300.00 per 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.

Payment: Customer will forward Company an invoice detailing the amount owed and payment instructions. Within ten (10) business days after the later of (i) the day upon which Customer transfers RECS into Company's account on GATS or MRETS system or (ii) receipt of the Affidavit of Performance from Customer or (iii) receipt of Customer's invoice, Company shall pay Customer for the RECs.

Funds: All funds to be paid directly to Customer under this Agreement shall be rendered in the form of immediately available funds (US Dollars) by electronic transfer to the following account:

Bank Name: _____

Bank Account No.: _____

American Banking Association No.: _____

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

- i. Customer must attach a copy of the Affidavit of Performance (Attachment A).
- ii. Projects will have a utility grade meter in accordance to P.U.C.O solar project size guidelines and will be 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 for fifteen years from the date of the agreement, unless the Agreement is terminated pursuant to paragraph 8 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 supply necessary account information for this purpose. 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.

Rate AER
Exhibit 1

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 GATS or MRETS account to facilitate the transfer of the certified REC(s) to the Company and shall take necessary action to point the REC to Duke Energy Ohio's account.

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; or (vi) customer ceases taking electric distribution service from the Company.

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:

Rate AER
Exhibit 1

If to the Customer:

[Customer Name]
[Address]
[Telephone]

If to the Company:

Duke Energy Ohio, Inc.
Legal Department/Regulatory
P.O. Box 960
Cincinnati, Ohio 45201-0960

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 5:00 p.m., Eastern Standard Time.

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

Rate AER
Exhibit 1

Attachment A

AFFIDAVIT OF PERFORMANCE

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 solar project located at _____.
2. I have personally examined and am familiar with all information contained in the Residential Renewable Energy Certificate Purchase Offer Agreement (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 _____, _____ located at _____ 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 the quantity of Renewable Energy Certificates (REC) and I now assign those REC(s) to Duke Energy Ohio, Inc.

Meter Read Date

_____ Start: _____

_____ End: _____

Total REC(s) delivered _____

Sworn and subscribed before me this _____ day of _____,

_____ Month/Year

Signature of Affiant & Title

Notary Signature

Print Name and Title

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 104.4
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RIDER DR-IM

INFRASTRUCTURE MODERNIZATION RIDER

Rider DR-IM is applicable to all jurisdictional retail customers in the Company's electric service area except transmission and non-metered service.

The DR-IM rate to be applied to customer bills beginning April 1, 2011:

Rate RS, RSLI & RS3P	\$1.06 per month
Rate TD-AM	\$1.06 per month
TD-LITE	\$1.06 per month
TD-CPP_LITE	\$1.06 per month
Rate ORH	\$1.06 per month
Rate TD	\$1.06 per month
Rate CUR	\$1.06 per month
Rate DS	\$1.69 per month
Rate EH	\$1.69 per month
Rate DM	\$1.69 per month
Rate DP	\$1.69 per month

Filed pursuant to an Order dated in Case No. 11- GE-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by Julie Janson, President

Duke Energy Ohio
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Sheet No. 105.3
Cancels and Supersedes
Sheet No. 105.2
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RIDER DR-ECF

ECONOMIC COMPETITIVENESS FUND RIDER

Rider DR-ECF is applicable to all retail jurisdictional customers in the Company's electric service territory.

The DR-ECF rate to be applied to all customer bills beginning with the January 2011 revenue month is \$0.000075 per kilowatt-hour.

Filed pursuant to an Order dated _____ in Case No. 11-3549-EL-SSO before the
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RIDER DR-SAWR

ENERGY EFFICIENCY RECOVERY RATE

The DR-SAWR rate shall be determined in accordance with the provisions of Rider DR-SAW, Energy Efficiency Cost Recovery Rider, Sheet No. 107 of this Tariff.

The DR-SAWR to be applied to residential customer bills beginning with the February 2011 revenue month is \$0.000401 per kilowatt-hour.

The DR-SAWR to be applied to non-residential service customer bills, including transmission service customers participating in SAW programs, beginning with the February 2011 revenue month for distribution service is \$0.001530 per kilowatt-hour.

The DR-SAWR to be applied to transmission service customer bills, not participating in SAW programs, beginning with the January 2009 revenue month is \$0.000049 per kilowatt-hour.

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RIDER DR-SAW

ENERGY EFFICIENCY COST RECOVERY RIDER

APPLICABILITY

Applicable to service rendered under the provisions of Rates RS, ORH, TD-AM, TD, RS3P, RSLI, TD-CPP_LITE, and TD-LITE (residential class) and Rates DS, DM, DP, TS, EH, GS-FL, SFL-ADPL, RTP and CUR (non-residential class). A mercantile customer, whose total annual usage in the Company's certified service territory exceeds 700,000 kWh or who is part of a national account involving multiple locations, may be exempt from this tariff by complying with the Commission's rules regarding exemption. The customer must provide written notification which will list all of their accounts to be exempted from this tariff. Customers electing to be exempted from the program will not be credited for any periods previously billed.

CHARGES

The monthly amount computed under each of the rate schedules to which this rider is applicable shall be increased or decreased by the energy DR-SAW Charge at a rate per kilowatt-hour of monthly consumption and, where applicable, a rate per kilowatt of monthly billing demand, in accordance with the following formula:

DR-SAW (residential) =
$$\frac{ACDRC + ACCOE + ACCOC + LM + TUA, \text{ as assigned to the residential class of customers}}{S_{\text{residential}}}$$

DR-SAW (nonresidential) =
$$\frac{ACDRC + ACCOE + ACCOC + LM + TUA, \text{ as assigned to the nonresidential class of customers}}{S_{\text{nonresidential}}}$$

Where,

DR-SAW = Energy Efficiency Adjustment Amount

ACDRC = Avoided Cost of Capacity for Demand Response Revenue Requirement

ACCOE = Avoided Cost of Energy for Conservation Revenue Requirement

ACCOC = Avoided Cost of Capacity for Conservation Revenue Requirement

LM = Lost Margins

TUA = True-up Adjustment to be included in the fourth year of the rider only

S = Projected kWh Sales for the Rider Period for the class (residential or nonresidential) of Ohio retail customers

DR-SAW is calculated for a 12 month period, referred to as the Rider Period.

DR-SAW will be grossed-up for applicable revenue related taxes.

Non-residential Rider DR-SAW recovery shall be allocated 1% to transmission service customers. A transmission service customer that participates in the save-a-watt program will be charged the full Rider DR-SAW nonresidential rate.

$ACDRC = PDRC \times ACC \times X\%$

Where,

PDRC = Projected Demand impacts for the measure/program for the vintage applicable to the Rider Period

ACC = Annual Avoided Capacity Market-Based Rate, in \$/year for the year of the Rider Period

X% = Percentage of avoided costs for demand response to be collected through the rider

$ACCOE = (NPV \text{ at the after-tax weighted average cost of capital of } (PCOE \times ACE) \text{ for each year for the life of the measure/program}) \times Y\%$

Where,

PCOE = Projected Energy impacts for the measure/program by year for the life of the measure/program for the vintage applicable to the Rider Period

ACE = Marginal energy cost rate by year for the life of the measure/program from the IRP analysis

Y% = Percentage of avoided costs for conservation to be collected through the rider

Filed pursuant to an Order dated in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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139 East Fourth Street
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CHARGES (Cont'd)

$ACCOC = (NPV \text{ at the after-tax weighted average cost of capital of } (PCOC \times ACC) \text{ for each year for the life of the measure/program}) \times Y\%$

Where,

PCOC = Projected Demand Impacts for the measure/program by year for the life of the measure/program for the vintage applicable to the Rider Period

ACC = Annual Avoided Capacity Market-Based Rate, in \$/year by year for the life of the measure/program escalated at Z.ZZ% per year

Y% = Percentage of avoided costs for conservation to be collected through the rider

$LM = PLME \times LMR$

Where,

PLME = Projected Energy impacts for all measures/programs for the vintage applicable to the Rider Period

LMR = Average Retail \$/kWh excluding fuel and generation-related charges

In the fourth Rider Period, a true-up amount will be included in the Rider DR-SAW rate as follows:

$TUA = ACT + LMT + ECT$

Where,

ACT = Avoided Cost True-up

LMT = Lost Margins True-up

ECT = Earnings Cap True-up

$ACT = ADRCT + ACOET + ACOCT$

Where,

ADRCT = Avoided Demand Response Capacity True-up

ACOET = Avoided Conservation Energy True-up

ACOCT = Avoided Conservation Capacity True-up

$ADRCT = (\text{Year 1}((ADRC - PDRC) \times ACC) + \text{Year 2}((ADRC - PDRC) \times ACC) + \text{Year 3}((ADRC - PDRC) \times ACC)) \times X\%$

Where,

ADRC = Actual Demand impacts for the measure/program for each vintage year

PDRC = Projected Demand impacts for the measure/program for each vintage year as used in the Rider DR-SAW calculation for each year

ACC = Annual Avoided Capacity Market-Based Rate, in \$/year for the each vintage year as used in the Rider DR-SAW calculation each year

X% = Percentage of avoided costs for demand response collected through the rider

$ACOET = (NPV \text{ at the after-tax weighted average cost of capital of } (\text{Year 1}((ACOE - PCOE) \times ACE) \text{ for each year for the life of the measure/program}) + (NPV \text{ at the after-tax weighted average cost of capital of } (\text{Year 2}((ACOE - PCOE) \times ACE) \text{ for each year for the life of the measure/program}) + (NPV \text{ at the after-tax weighted average cost of capital of } (\text{Year 3}((ACOE - PCOE) \times ACE) \text{ for each year for the life of the measure/program}) \times Y\%$

Where,

ACOE = Actual Energy impacts for the measure/program by year for the life of the measure/program for years 1-3 and projected Energy impacts for the measure/program for the remaining years of the life of the measure/program by vintage year

PCOE = Projected Energy impacts for the measure/program by year for the life of the measure/program for each vintage as used in the Rider DR-SAW calculation each year

ACE = Marginal energy cost rate by year for the life of the measure/program from the IRP analysis as used in the Rider DR-SAW calculation each year

Y% = Percentage of avoided costs for conservation collected through the rider

Filed pursuant to an Order dated in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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Cincinnati, Ohio 45202

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CHARGES (Cont'd)

$ACOC = (NPV \text{ at the after-tax weighted average cost of capital of (Year 1}((ACOC - PCOC) \times ACC) \text{ for each year for the life of the measure/program) + (NPV at the after-tax weighted average cost of capital of (Year 2}((ACOC - PCOC) \times ACC) \text{ for each year for the life of the measure/program) + (NPV at the after-tax weighted average cost of capital of (Year 3}((ACOC - PCOC) \times ACC) \text{ for each year for the life of the measure/program) } \times Y\%$

Where,

ACOC = Actual Demand impacts for the measure/program by year for the life of the measure/program for years 1-3 and projected Demand impacts for the measure/program for the remaining years in the life of the measure/program by vintage year

PCOC = Projected Demand impacts for the measure/program by year for the life of the measure/program for the vintage as used in the Rider DR-SAW calculation each year

ACC = Annual Avoided Capacity Market-Based Rate, in \$/year by year for the life of the measure/program escalated at Z.ZZ% per year as used in the Rider DR-SAW calculation each year

Y% = Percentage of avoided costs for conservation to be collected through the rider

$LMT = \text{Year 1}(\text{ALME} - \text{PLME}) \times \text{LMR} + \text{Year 2}(\text{ALME} - \text{PLME}) \times \text{LMR} + \text{Year 3}(\text{ALME} - \text{PLME}) \times \text{LMR}$

Where,

ALME = Actual Energy impacts for all measures/programs for the vintage

PLME = Projected Energy impacts for all measures/programs for the vintage as used in the Rider DR-SAW calculation each year

LMR = Average Retail \$/kWh excluding fuel and generation-related charges as used in the Rider DR-SAW calculation each year

$ECT = \text{NIC minus (Greater of NIC or CNI) grossed-up for applicable income and revenue related taxes}$

Where,

NIC = Net Income Cap

CNI = Calculated Net Income

$\text{NIC} = \text{ROIP} \times \text{APC}$

Where,

ROIP = Return on Investment Cap Percentage

APC = Actual Program Costs for the Years 1-3

ROIP is derived from the following table:

Percentage of Mandate Achieved	Cumulative Return on Investment Cap Percentage (ROIP)
> 125%	15%
116% to 125%	13%
111% – 115%	11%
100% – 110%	6%
< 100%	0%

AACS = Actual Avoided Cost Savings

TACS = Targeted Avoided Cost Savings

$\text{AACS} = (\text{Sum of Years 1-3 (ACDRC} + \text{ACCOE} + \text{ACCOC})) + \text{ACT}$

$\text{CNI} = \text{AACS grossed-up for applicable revenue related taxes} - \text{Sum Years 1-3 APC} - \text{RRT} - \text{IT}$

Where,

RRT = Revenue related taxes calculated as the appropriate revenue related tax rate x AACS

IT = Income taxes calculated as the appropriate composite income tax rate x (AACS – Sum Years 1-3 APC – RRT)

Filed pursuant to an Order dated in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
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DEMAND RATCHETS

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

SERVICE REGULATIONS

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

Filed pursuant to an Order dated in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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Cincinnati, Ohio 45202

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RIDER UE-ED

UNCOLLECTIBLE EXPENSE – ELECTRIC DISTRIBUTION RIDER

APPLICABILITY

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

DESCRIPTION

This rider enables the recovery of incremental uncollectible accounts expense above what is recovered in base rates and includes Percentage of Income Payment ("PIPP") customer installments not collected through the Universal Service Fund Rider. Also, to the extent that less than \$40,000 per month has not been credited to customers through electric Rate RSLI, any shortfall will be used to reduce collections in Rider UE-ED. Base rates in Case No. 08-709-EL-AIR include \$1,786,034 and \$114,941 of uncollectible accounts expense recovery for residential and non-residential customers, respectively. The amounts in the Rider, exclusive of uncollectible PIPP installments, will only be collected from the class (residential or non-residential) that created the uncollectible accounts expense. Uncollectible accounts expense associated with PIPP will be allocated in the manner consistent with the Universal Service Fund Rider. The first application shall be filed in the second quarter of 2010.

CHARGE

A charge of \$0.000764 per kWh shall be applied to all kWh delivered to residential customers. A charge of \$01.19 per bill shall be applied to each non-residential customer.

Filed pursuant to an Order dated November 10, 2010 in Case No. 10-912-EL-UEx before the Public Utilities Commission Ohio.

Issued: November 15, 2010

Issued by Julie Janson, President

Effective: December 1, 2010

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

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RIDER RECON

FUEL AND RESERVE CAPACITY RECONCILIATION RIDER

APPLICABILITY

Applicable to all retail jurisdictional customers in the Company's electric service territory who receive electric generation service from the Company under the Standard Service Offer. Rider RECON does not apply to customers taking generation service from a Competitive Retail Electric Service provider.

DESCRIPTION

Rider RECON recover costs necessary to true up revenue collected under Rider PTC-FPP and Rider SRA-SRT with actual costs associated with each of these two riders through December 31, 2011.

Rider RECON will terminate when the net over- and/or under-recovery balances for Rider PTC-FPP and Rider SRA-SRT are eliminated but no later than two quarters after the filing of a final entry in the docket initiated by the Commission for purposes of conducting a final audit of Rider PTC-FPP and Rider SRA-SRT.

CHARGES

The charge/(credit) for residential customers is \$0.000000 per kWh. The charge/(credit) for non-residential customers, excluding TS, is \$0.000000 per kWh. The charge/(credit) for TS customers is \$0.000000 per kWh.

Filed pursuant to an Order dated _____ in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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Duke Energy Ohio
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RIDER AER-R

ALTERNATIVE ENERGY RECOVERY RIDER

APPLICABILITY

Applicable to all retail jurisdictional customers in the Company's electric service territory who receive electric generation service from the Company under the Standard Service Offer. Rider AER-R does not apply to customers taking generation service from a Competitive Retail Electric Service provider.

DESCRIPTION

This rider enables the recovery all of the Company's cost for complying with Ohio's renewable energy requirements under Section 4928.64 of Ohio Revised Code, including the acquisition costs of renewable energy credits. Rider AER-R will be adjusted quarterly and is subject to annual audit by the Commission.

CHARGES

A charge of \$x.xxxxxx per kWh shall be applied to all kWh delivered to distribution voltage customers. A charge of \$x.xxxxxx per kWh shall be applied to all kWh delivered to transmission voltage customers.

Filed pursuant to an Order dated _____ in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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RIDER RC

RETAIL CAPACITY RIDER

APPLICABILITY

Applicable to all retail jurisdictional customers in the Company's electric service territory who receive electric generation service from the Company under the Standard Service Offer (SSO). Rider RC does not apply to customers taking generation service from a Competitive Retail Electric Service provider.

DESCRIPTION

For the term of the Electric Security Plan approved in Case No. 11-3549-EL-SSO, Rider RC rates will be calculated based on the wholesale Final Zonal Capacity Price (FZCP) associated with the annual auctions conducted by PJM Interconnection, LLC. The wholesale FZCP for the period in which Rider RC rates are effective will be converted into retail rates using the methodology provided for in the Stipulation approved by the Commission in Case No. 11-3549-EL-SSO. Rider RC rates will be established for three periods: January 1, 2012, through May 31, 2013; June 1, 2013, through May 31, 2014; and June 1, 2014, through May 31, 2015. The Company will make a filing with the Commission proposing Rider RC rates for each rate-effective period within thirty days after the Commission approves the auction results that fulfill the SSO obligation for all 100 tranches during the rate-effective period.

CHARGES

For the period January 1, 2012, through May 31, 2013, the following Rider RC rates apply:

Tariff Sheet

RC Charge
(per kWh/kW)

Rate RS, Residential Service

Summer, First 1000 kWh
Summer, Additional kWh
Winter, First 1000 kWh
Winter, Additional kWh

Rate ORH, Optional Residential Service With Electric Space Heating

Summer, First 1000 kWh
Summer, Additional kWh
Summer, kWh greater than 150 times demand
Winter, First 1000 kWh
Winter, Additional kWh
Winter, kWh greater than 150 times demand

Rate TD, Optional Time-of-Day Rate

Summer, On-Peak kWh
Summer, Off-Peak kWh
Winter, On-Peak kWh
Winter, Off-Peak kWh

Filed pursuant to an Order dated _____ in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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CHARGES (Contd.)

Tariff Sheet

RC Charge
(per kWh/kW)

Rate CUR, Common Use Residential Service
 Summer, First 1000 kWh
 Summer, Additional kWh
 Winter, First 1000 kWh
 Winter, Additional kWh
Rate DS, Service at Secondary Distribution Voltage
 First 1000 kW
 Additional kW
 Billing Demand Times 300
 Additional kWh
Rate GS-FL, Optional Unmetered For Small Fixed Loads
 kWh Greater Than or Equal to 540 Hours
 kWh Less Than 540 Hours
Rate SFL-ADPL, Optional Unmetered Rate For Small Fixed Loads
Attached Directly to Company's Power Lines
 All kWh
Rate EH, Optional Rate For Electric Space Heating
 All kWh
Rate DM, Secondary Distribution Service, Small
 Summer, First 2800 kWh
 Summer, Next 3200 kWh
 Summer, Additional kWh
 Winter, First 2800 kWh
 Winter, Next 3200 kWh
 Winter, Additional kWh
Rate DP, Service at Primary Distribution Voltage
 First 1000 kW
 Additional kW
 Billing Demand Times 300
 Additional kWh
Rate TS, Service at Transmission Voltage
 First 50,000 kVA
 Additional kVA
 Billing Demand Times 300
 Additional kWh
Rate TL, Street Lighting Service
 All kWh
Rate SL, Traffic Lighting Service
 All kWh
Rate OL, Outdoor Lighting Service
 All kWh
Rate NSU, Street Lighting Service for Non-Standard Units
 All kWh

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CHARGES (Contd.)

Tariff Sheet

RC Charge
(per kWh/kW)

Rate NSP, Private Outdoor Lighting for Non-Standard Units
All kWh
Rate SE, Street Lighting Service - Overhead Equivalent
All kWh
Rate SC, Street Lighting Service - Customer Owned
Energy Only - All kWh
Units - All kWh
Rate UOLS, Unmetered Outdoor Lighting Electric Service
All kWh

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Effective: January 3, 2012

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RIDER RE

RETAIL ENERGY RIDER

APPLICABILITY

Applicable to all retail jurisdictional customers in the Company's electric service territory who receive electric generation service from the Company under the Standard Service Offer (SSO). Rider RE does not apply to customers taking generation service from a Competitive Retail Electric Service provider.

DESCRIPTION

Rider RE recovers costs related to the provision of electric energy (kWh) in the Duke Energy Ohio service territory, as determined through the competitive bid process (SSO Auction). For the purpose of deriving Rider RE rates from the overall SSO Auction results, the costs of capacity included in the price of the SSO Auction result will be deducted from the overall price of the SSO Auction approved by the Commission for delivery during the rate-effective year. The average cost of capacity on a 'per kWh' basis will be calculated by multiplying the Company's PJM Interconnection, LLC (PJM) reliability obligation as set forth in the terms of the PJM Reliability Assurance Agreement for the SSO Auction delivery period by the Final Zonal Capacity Price(s) for the delivery period and dividing by projected kWh sales for the delivery period. The average retail energy price on a per kWh basis, before distribution losses, will be calculated by subtracting the average cost of capacity from the Commission-approved SSO Auction price for the applicable rate-effective period.

Rider RE rates will be determined for all classes by applying distribution losses, except for Rate TS. For existing rate schedules with seasonal rates, RS, RS3P, CUR, ORH, TD, CUR, and DM, the average Rider RE rate for these classes will equal the Rider RE rate for all other classes; however, Rider RE will be allocated to each rate block within these rate classes based on the actual level of base generation revenue (including fuel) associated with all kWh sales in each rate block using the most recent twelve month period for which data is available.

CHARGES

The charge for each respective electric service rate schedule is:

Tariff Sheet

RE Charge
(per kWh)

Rates RS & RS3P, Residential Service

Summer, First 1000 kWh
Summer, Additional kWh
Winter, First 1000 kWh
Winter, Additional kWh

Filed pursuant to an Order dated _____ in Case No. 11-3549-EL-SSO before the
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Effective: January 3, 2012

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CHARGES (Contd.)

Tariff Sheet

RE Charge
(per kWh)

Rate ORH, Optional Residential Service with Electric Space Heating

Summer, First 1000 kWh
Summer, Additional kWh
Summer, kWh greater than 150 times demand
Winter, First 1000 kWh
Winter, Additional kWh
Winter, kWh greater than 150 times demand

Rate TD, Optional Time-of-Day Rate

Summer, On-Peak kWh
Summer, Off-Peak kWh
Winter, On-Peak kWh
Winter, Off-Peak kWh

Rate CUR, Common Use Residential Service

Summer, First 1000 kWh
Summer, Additional kWh
Winter, First 1000 kWh
Winter, Additional kWh

Rate EH, Optional Rate for Electric Space Heating

All kWh

Rate DM, Secondary Distribution Service, Small

Summer, First 2800 kWh
Summer, Next 3200 kWh
Summer, Additional kWh
Winter, First 2800 kWh
Winter, Next 3200 kWh
Winter, Additional kWh

Rate TS, Service at Transmission Voltage

All kWh

All Other Rate Schedules

All kWh

Filed pursuant to an Order dated _____ in Case No. 11-3549-EL-SSO before the
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RIDER ESSC

ELECTRIC SECURITY STABILIZATION RIDER

APPLICABILITY

Applicable to all retail jurisdictional customers in the Company's electric service territory including those customers taking generation service from a Competitive Retail Electric Service provider.

DESCRIPTION

The purpose of this rider is to provide stability and certainty regarding the Company's provision of retail electric service as a Fixed Resource Requirement entity as defined by the Regional Transmission Operator while also operating under the current Electric Security Plan as approved by the Commission. Rider ESSC will collect \$110 million per year for a period of three years commencing January 1, 2012. The revenues collected under Rider ESSC will be trued-up annually such that the total amount collected over the three year period is equal to \$330 million.

CHARGES

The charge for each respective electric service rate schedule is:

<u>Tariff Sheet</u>	<u>ESSC Charge</u> (per kWh/kW)
Rate RS, Residential Service	
Summer, First 1000 kWh	\$0.006980
Summer, Additional kWh	\$0.009275
Winter, First 1000 kWh	\$0.006980
Winter, Additional kWh	\$0.001611
Rate ORH, Optional Residential Service with Electric Space Heating	
Summer, First 1000 kWh	\$0.006363
Summer, Additional kWh	\$0.007987
Summer, kWh greater than 150 times demand	\$0.007987
Winter, First 1000 kWh	\$0.006363
Winter, Additional kWh	\$0.002415
Winter, kWh greater than 150 times demand	\$0.000828
Rate TD, Optional Time-of-Day Rate	
Summer, On-Peak kWh	\$0.016950
Summer, Off-Peak kWh	\$0.000930
Winter, On-Peak kWh	\$0.012937
Winter, Off-Peak kWh	\$0.000931
Rate CUR, Common Use Residential Service	
Summer, First 1000 kWh	\$0.007342
Summer, Additional kWh	\$0.009728
Winter, First 1000 kWh	\$0.007342
Winter, Additional kWh	\$0.001757

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139 East Fourth Street
Cincinnati, Ohio 45202

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CHARGES (Contd.)

<u>Tariff Sheet</u>	<u>ESSC Charge</u> (per kWh/kW)
Rate DS, Service at Secondary Distribution Voltage	
First 1000 kW	\$1.046872
Additional kW	\$0.828139
Billing Demand Times 300	\$0.002392
Additional kWh	\$0.000724
Rate GS-FL, Optional Unmetered for Small Fixed Loads	
kWh Greater Than or Equal to 540 Hours	\$0.004836
kWh Less Than 540 Hours	\$0.005611
Rate SFL-ADPL, Optional Unmetered Rate for Small Fixed Loads	
Attached Directly to Company's Power Lines	
All kWh	\$0.004836
Rate EH, Optional Rate for Electric Space Heating	
All kWh	\$0.002698
Rate DM, Secondary Distribution Service, Small	
Summer, First 2800 kWh	\$0.008031
Summer, Next 3200 kWh	\$0.000956
Summer, Additional kWh	-\$0.000278
Winter, First 2800 kWh	\$0.006089
Winter, Next 3200 kWh	\$0.000956
Winter, Additional kWh	-\$0.000328
Rate DP, Service at Primary Distribution Voltage	
First 1000 kW	\$1.269332
Additional kW	\$1.001330
Billing Demand Times 300	\$0.003272
Additional kWh	\$0.001232
Rate TS, Service at Transmission Voltage	
First 50,000 kVA	\$1.463345
Additional kVA	\$1.054884
Billing Demand Times 300	\$0.001558
Additional kWh	\$0.000944

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CHARGES (Contd.)

<u>Tariff Sheet</u>	<u>ESSC Charge</u> (per kWh/kW)
Rate TL, Street Lighting Service All kWh	\$0.001891
Rate SL, Traffic Lighting Service All kWh	\$0.003931
Rate OL, Outdoor Lighting Service All kWh	\$0.003931
Rate NSU, Street Lighting Service for Non-Standard Units All kWh	\$0.003931
Rate NSP, Private Outdoor Lighting for Non-Standard Units All kWh	\$0.003931
Rate SE, Street Lighting Service - Overhead Equivalent All kWh	\$0.003931
Rate SC, Street Lighting Service - Customer Owned Energy Only - All kWh	\$0.000027
Units - All kWh	\$0.003931
Rate UOLS, Unmetered Outdoor Lighting Electric Service All kWh	\$0.000116

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RIDER LFA

LOAD FACTOR ADJUSTMENT RIDER

APPLICABILITY

Applicable to all retail demand-metered customers served under Rate DS, Rate DP, and Rate TS in the Company's electric service territory including those customers taking generation service from a Competitive Retail Electric Service provider.

DESCRIPTION

The purpose of this rider is to stabilize electric service by enhancing the benefits associated with high load factor customers under current rates. The rider will be structured with a demand charge and an energy credit. The energy credit will be used to reduce the customer's applicable energy charges for electric service, representing a decrease in charges to the customer. The credit provided in this rider will be adjusted quarterly to ensure, in the aggregate, that the dollars credited via this rider are equal to the charges.

CHARGES

The charge for each respective electric service rate schedule is:

<u>Tariff Sheet</u>	<u>LFA Charge</u> (per kW/kVA)
Rate DS, Service at Secondary Distribution Voltage All kW	\$8.00
Rate DP, Service at Primary Distribution Voltage All kW	\$8.00
Rate TS, Service at Transmission Voltage All kVA	\$8.00

CREDITS

The credit for each respective electric service rate schedule is:

<u>Tariff Sheet</u>	<u>LFA Credit</u> (per kWh)
Rate DS, Service at Secondary Distribution Voltage All kWh	\$0.020961
Rate DP, Service at Primary Distribution Voltage All kWh	\$0.020961
Rate TS, Service at Transmission Voltage All kWh	\$0.020961

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RIDER SCR

SUPPLIER COST RECONCILIATION RIDER

APPLICABILITY

Applicable to all retail jurisdictional customers in the Company's electric service territory who receive electric generation service from the Company under the Standard Service Offer (SSO). Rider SCR does not apply to customers taking generation service from a Competitive Retail Electric Service (CRES) provider except as provided below in the NON-BYPASSABLE PROVISION section.

DESCRIPTION

The Supplier Cost Reconciliation Rider recovers any differences between payments made to suppliers, as determined through the competitive bid process (SSO Auction), and the revenues collected through Rider RC and Rider RE. Rider SCR will also be used to recover all prudently incurred costs associated with conducting the SSO Auction and any costs resulting from supplier default. Rider SCR will be filed quarterly and will be subject to annual audits by the Commission at its discretion. The monthly accumulated balance of over- and under-recovery will accrue a carrying charge equal to Duke Energy Ohio's overall cost of long-term debt, as approved in its most recent distribution rate case (e.g., Case No. 08-709-EL-AIR).

NON-BYPASSABLE PROVISION

Subject to Commission approval, Rider SCR becomes applicable to all retail jurisdictional customers in the Company's electric service territory including those customers taking generation service from a CRES provider under the following circumstance:

The revenue balance within the SCR account becomes equal to or greater than ten percent of the Company's total actual SSO revenues collected for the most recent twelve month period under Riders RE, RC, RECON, RTO, and AER-R. The total actual SSO revenue will be determined from data covering the most recent quarter for which it is available.

Duke Energy Ohio shall apply to the Commission for confirmation that the Company should modify the Rider such that it becomes non-bypassable regardless as to whether or not the balance in the Rider results from over- or under-recovery.

For customers of CRES providers, Rider SCR will become bypassable again when, at the time of the quarterly filing, the Rider balance of over- or under-recovery falls below the ten percent threshold.

CHARGES

The charge for residential customers is \$0.000000 per kWh. The charge for non-residential customers is \$0.000000 per kWh.

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PIPP CUSTOMER DISCOUNT

APPLICABILITY

Customers who participate in the Percentage of Income Payment Plan (PIPP) program under Rate RS, Rate RS3P, Rate ORH, or Rate TD shall receive a five percent discount off the otherwise applicable price-to-compare (PTC) excluding any applicable charges under Rider AER-R. The PTC, excluding Rider AER-R, is the sum of applicable charges under Rider RC, Rider RE, Rider SCR, Rider RECON, and Rider RTO.

The PIPP Customer Discount shall be applicable for the period January 1, 2012, through May 31, 2015.

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DUKE ENERGY OHIO

Certified Supplier Tariff

Company Office Location

139 East Fourth Street

Cincinnati, OH 45202

Issued:

Effective: January 3, 2012

**Issued by
Julie Janson - President
Duke Energy Ohio
139 East Fourth Street
Cincinnati, OH 45202**

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139 East Fourth Street
Cincinnati, Ohio 45202

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**CERTIFIED SUPPLIER TARIFF
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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

"Ancillary Services" means those services that are necessary to support the transmission of energy from generation resources to End-use Customer loads while maintaining reliable operation of the transmission provider's transmission system in accordance with Good Utility Practice. As used herein, "Ancillary Services" include, but are not limited to, Ancillary Services as defined by Order No. 890 issued by FERC on February 16, 2007, as amended.

"Arrears" means previous charges that are unpaid at the time the current bill is generated.

"Authorized Payment Agency" means a third-party agent (bank, savings & loan, etc.) that has been authorized to collect payments on behalf of the Company.

"Backcast" means an after-the-fact calculation of a Certified Supplier's estimated hourly load obligation based upon actual weather and system load.

"Balancing Authority Area" means an electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:

- a) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);
- b) maintain scheduled interchange with other Balancing Authority Areas, within the limits of Good Utility Practice;
- c) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and
- d) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

"Bill-Ready" means a Consolidated Billing option available to a Certified Supplier where the Certified Supplier submits its charges and associated descriptions to the Company, as described in Section 10.9 herein, for presentment to the End-use Customer on the Company's invoice.

"Billing Cycle" means the time frame between two regularly scheduled Meter Read Dates. End-use Customer meter readings are obtained on a regular schedule, which is managed by the Company.

"Bulk Electric System" has the same meaning as that used by ReliabilityFirst, as such definition may be updated from time to time by FERC.

"Certified Broker/Aggregator" means any person, corporation, or other entity, other than the Company, that is authorized by the Commission to certified by the Commission to provide brokerage or aggregation (governmental or otherwise) services in the Company's service territory.

"Certified Supplier" means any person, corporation, or other entity, other than the Company, that is authorized by the Commission to sell electricity to End-use Customers, utilizing the jurisdictional distribution facilities of the Company and registered in the Company's Customer Choice Program.

"Certified Supplier Service Agreement" means an agreement that must be signed by both the Certified Supplier and the Company in order for the Certified Supplier to participate in the Company's Customer Choice Program, stating the rights and obligations of each party in the Company's Customer Choice Program.

"Certified Supplier Services" means those services that provide the interface and coordination between the Certified Supplier and the Company in order to effect the delivery of Competitive Retail Electric Service to serve End-use Customers located within the Company's service territory.

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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

"Certified Supplier Service Charges" means all Charges stated in the Certified Supplier Tariff and attached rate schedules for those services rendered by the Company or its agent for Certified Supplier Services performed hereunder.

"Certified Supplier Tariff" means the Company's P.U.C.O. Electric No. 20.

"Charge" means any fee or charge that is billable by the Company or its agent to a Certified Supplier or TSA, under this Certified Supplier Tariff, including any Certified Supplier Service Charge or fees subject to the OATT or to the Duke Energy Business Services Ancillary Services Tariff.

"Commission" means the Public Utilities Commission of Ohio.

"Commodity" means the unbundled generation service of electric energy which End-use Customers may purchase from a Certified Supplier in the Customer Choice Program.

"Company" means Duke Energy Ohio, Inc.

"Competitive Retail Electric Service" means any service involved in supplying or arranging for the supply of electric energy to End-use Customers that has been declared competitive pursuant to the Ohio Revised Code or an order of the Commission.

"Consolidated Billing" means a billing service where the Company bills for both the Regulated Utility Charges and the Certified Supplier's charges, unless otherwise provided in the Company's tariff.

"Customer Choice Program" means the program offered in the state of Ohio, under which an End-use Customer may select a Certified Supplier.

"DASR" means Direct Access Service Request, an electronic form of communication that is exchanged between the Company and a Certified Supplier in certain circumstances.

"Distribution Losses" means energy losses that occur on the Company's distribution system in the process of delivering electric energy to End-use Customers. These losses are usually expressed as a percent of the total energy consumed.

"Duke Energy Business Services" means Duke Energy Business Services LLC, a service-company subsidiary of Duke Energy Corporation and an affiliate of the Company.

"Duke Energy Business Services Ancillary Services Tariff" means either the Ancillary Services tariff that is filed with and accepted by FERC and under which certain Ancillary Services Charges are billed in the Company's service territory or that portion of the Transmission Provider's OATT under which those certain Ancillary Services Charges are billed.

"Duke Energy Ohio Transmission System" means the portion of the transmission system that is owned by the Company.

"EDI" means Electronic Data Interchange, a standard format for the exchange of electronic information.

"End-use Customer" means the final user of generation and regulated delivery services.

"Energy Imbalance" means the difference between the energy scheduled by a Certified Supplier or its designated TSA and the End-use Customer's metered consumption adjusted for unaccounted energy.

"FERC" means the Federal Energy Regulatory Commission, the agency that has primary jurisdiction over energy regulation at the federal level.

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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

"Federal Reserve Lending Rate" means the interest rate at which the Federal Reserve lends money, as published daily on Bloomberg's money market rate page.

"Flat Rate" means a rate by which a Certified Supplier's total charge to its End-use Customers is based on one price per quantity of electric generation consumed, regardless of the total volume used or time of use.

"Generation Resource Mix" means the source of the physical resource required to generate electricity (e.g. green power, coal, or nuclear).

"Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost, consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

"Interconnected Operations Services" means services, in addition to Ancillary Services, to facilitate the delivery of power to the End-use Customer (e.g., transmission services, real power transmission losses).

"Interval Meter" means an electric meter that records an End-use Customer's electric usage for a defined interval, allowing the possibility for consumption during different time periods to be billed at different rates and providing a means for an End-use Customer's load pattern to be analyzed.

"kW" means kilowatt. One kilowatt equals 1,000 watts.

"kWh" means kilowatt-hour. One kWh is defined as one kilowatt of power supplied to or taken from an electrical circuit steadily for one hour. One kilowatt-hour equals 1,000 watt-hours.

"Load Forecast" means an hourly projection of load prepared by a Transmission Customer for its load in the Company's service territory, consisting of, but not limited to, the aggregated load of customers using Monthly and Interval Meters, as adjusted for Transmission and Distribution Losses.

"Load Profile," as applied to an End-use Customer, a group of End-use Customers, a class, or a system, means a "curve" (as graphically plotted point-to-point, after midnight to midnight) that shows the power (as actual consumption or "normalized" as a percentage of maximum demand) supplied during a specific period of time, plotted by time of occurrence.

"Load Research Meters" means Interval Meters installed by the Company throughout its service territory that monitor hourly energy consumption of selected End-use Customers, in order to provide data for developing Load Profiles for various customer classes.

"Mercantile Customer" means an End-use Customer that uses electricity for nonresidential purposes and consumes greater than or equal to 700,000 kWh of electricity per year or is part of a national account involving multiple facilities in one or more states.

"Meter Data Management Agent" means the party designated by the TSA to provide hourly metered load data to the RTO.

"Meter Read Date" means the date on which the Company schedules a meter to be read for purposes of producing an End-use Customer bill in accordance with the Company's regularly scheduled Billing Cycles.

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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

"Monthly Meter" means a meter that records total energy (kWh) and peak demand (kW), where applicable, for the Billing Cycle but does not have the capability to record the dates and times the energy was consumed.

"Multi-tiered Rate" means a rate where each group (tier) of units of consumption (kWh) are priced at a certain rate while other groups of units of consumption are priced at a different rate or rates.

"MW" means megawatt. One megawatt equals one million watts or 1,000 kilowatts.

"MWH" means megawatt-hour. One megawatt-hour equals one million watt-hours or 1,000 kilowatt-hours.

"NERC" means North American Electric Reliability Corporation, the electric reliability organization, under the jurisdiction of FERC, that is responsible for creating and enforcing standards associated with the reliability of the Bulk Electric System.

"Nonmercantile customer" means an End-use Customer that uses electricity for nonresidential purposes and consumes less than 700,000 kWh of electricity per year and is not part of a national account involving multiple facilities in one or more states.

"Non-volumetric Rate" means a fixed monthly charge to the End-use Customer, regardless of the amount of consumption.

"OASIS" means Open Access Same Time Information Systems, which are electronic systems established pursuant to FERC Final Order No. 889 to share information about Transmission Providers' available transfer capability.

"OATT" means PJM's Open Access Transmission Tariff, which is the open access transmission tariff on file with FERC and which sets forth the rates, terms, and conditions of transmission service over transmission facilities located in the Transmission Provider's Balancing Authority Area, which includes the Duke Energy Ohio Transmission System.

"PAR" means Purchase of Accounts Receivable, a payment remittance option available to Certified Suppliers utilizing the Company's Consolidated Billing Option, under which the Company pays the Certified Supplier a discounted amount on a monthly basis, in exchange for the assignment and purchase, without recourse, of the Certified Supplier's accounts receivable, represented by the current Certified Supplier charges presented on the Company's invoice, during a period of time when a Purchase of Accounts Receivable agreement is in effect between the Company and the Certified Supplier.

"Percentage-off Rate Option" means a rate option under which a Certified Supplier may charge a rate to its End-use Customers that is calculated as a stated percentage less than the Company's SSO.

"PIPP" means Percentage of Income Payment Plan, a statewide utility program in Ohio that sets guidelines for low-income End-use Customer payments to utilities.

"Rate-Ready" means a Certified Supplier billing option under which the Company will perform consumption calculations and apply the Certified Supplier's rates to create charges for the End-use Customer for presentment on the End-use Customer's bill issued by the Company.

"Record Layouts" means a predefined format for which data is organized for electronic transmission.

"RTO" means Regional Transmission Organization, an organization responsible for the functional control of the Bulk Electric System within its boundaries.

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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

"Regulated Utility Charges" means utility charges for noncompetitive services including, but not limited to, tariffed distribution services that are under the jurisdiction of the Commission. May also include utility charges for noncompetitive gas services.

"ReliabilityFirst" means the regional reliability organization certified by NERC as its delegate for the purposes of proposing reliability standards and monitoring compliance with those standards within the region that includes the Company's service territory.

"Residential End-use Customer" means an End-use Customer who uses electricity for residential purposes.

"Retail Tariff" means a Company tariff filed with the Commission as P.U.C.O. Tariff No. 19 and containing the Company's service regulations, tariff rate schedules, and tariff rider schedules for End-use Customers.

"Service Regulations" means the Certified Supplier Service Regulations found in the Company's Certified Supplier Tariff.

"Special Meter Reads" means meter reads requested by Certified Suppliers on dates other than the scheduled, monthly Meter Read Date.

"SSO" means Standard Service Offer, which is an offer by the Company, as approved by the Commission, to End-use Customers in its service territory, for all competitive retail electric services necessary to maintain essential electric service, including a firm supply of electric generation service.

"Tariff Rate Schedules" means documents filed with the Commission that specify the Charges for various Certified Supplier Services.

"Time of Use Rate" means a rate where the amount charged per unit (kWh or kW) varies according to the time of day it was consumed, reflecting the difference in on-peak and off-peak demands and the costs to provide service at those times.

"Transmission Customer" means an entity authorized to schedule power into, out of, or through the Transmission Provider's Balancing Authority Area, as described in the OATT.

"Transmission Provider" means the entity administering the OATT and providing transmission service to transmission customers under applicable transmission service agreements.

"Transmission Provider's Balancing Authority Area" means the Balancing Authority Area within which the Company's service territory exists.

"TSA" means Transmission Scheduling Agent, an entity that is an eligible Transmission Customer under the OATT, obtaining transmission service and performing transmission scheduling and other bulk power services to deliver electric energy into the Company's service territory for the Customer Choice Program. A Certified Supplier may act as a TSA if the Certified Supplier is an eligible Transmission Customer or may hire another entity that is an eligible Transmission Customer to perform these functions.

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SERVICE REGULATIONS

SECTION I THE CERTIFIED SUPPLIER TARIFF

1.1. Filing and Posting

A copy of the Certified Supplier Tariff, which contains these Service Regulations and the associated Tariff Rate Schedules under which the Company will provide Certified Supplier Services to Certified Suppliers, is on file with the Commission and is posted and open to inspection at the offices of the Company during regular business hours.

1.2. Revisions

The Certified Supplier Tariff may be revised, amended, supplemented, or otherwise changed from time to time in accordance with the Commission Regulations, and such changes, when effective, shall supersede the present Certified Supplier Tariff.

1.3. Application

The Certified Supplier Tariff provisions apply to all Certified Suppliers providing Competitive Retail Electric Service to End-use Customers located in the Company's service territory, including an affiliate or division of the Company that provides Competitive Retail Electric Service, and with whom the Company has executed a Certified Supplier Service Agreement. In addition, the Charges in the attached rate schedules shall apply to anyone receiving service unlawfully or to any unauthorized or fraudulent receipt of any Competitive Retail Electric Service.

1.4. Service Regulations

These Service Regulations, filed as part of the Certified Supplier Tariff, are part of every Certified Supplier Service Agreement entered into by the Company pursuant to the Certified Supplier Tariff and govern all Certified Supplier Services, unless specifically modified by a Tariff Rate Schedule. The obligations imposed on Certified Suppliers in these Service Regulations apply as well to anyone receiving service unlawfully or to any unauthorized or fraudulent receipt of any Competitive Retail Electric Service.

1.5. Statement by Agents

No Company representative has authority to modify a Certified Supplier Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto.

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SECTION II SCOPE AND PURPOSE OF TARIFF

2.1. Applicability of Terms to Certified Suppliers

The Certified Supplier Tariff sets forth the basic requirements for interactions and coordination between the Company, as the provider of distribution services, and the Certified Supplier necessary for ensuring the delivery of Competitive Retail Electric Service from Certified Suppliers to their End-use Customers.

2.2. Joint Undertakings

Except as expressly provided in the Certified Supplier Tariff, the covenants, obligations, and liabilities of the Company, Certified Supplier, and TSA are intended to be several and not joint or collective and nothing contained in this Certified Supplier Tariff shall ever be construed to create an association, joint venture, trust, or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regard to the other such entities. Each such entity shall be individually responsible for its own covenants, obligations, and liabilities, as provided in this Certified Supplier Tariff. No such entity shall be under the control of or shall be deemed to control any of the other such entities. No such entity shall be the agent of or have a right or power to bind the other such entities without such other entities' express written consent.

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SECTION III
RELATIONSHIPS AMONG CUSTOMER CHOICE PROGRAM PARTICIPANTS

3.1. End-use Customer to Company

The End-use Customer purchases delivery services from the Company under P.U.C.O. Electric No. 19 or other applicable tariffs of the Company.

3.2. Certified Supplier to End-use Customer

Certified Suppliers sell electric energy to the End-use Customer pursuant to contractual arrangements that are not part of the Company's tariffs. The Company is not a party to such sale of electric power and energy to the End-use Customer taking service from a Certified Supplier and shall not be bound by any term, condition, or provision of any agreement for such sale.

3.3. Certified Supplier and its Designated TSA to the Company

Certified Suppliers and their designated TSAs are not agents of the Company and shall have no authority to enter into any agreement on behalf of the Company or to amend, modify, or alter any of the Company's tariffs, contracts, or procedures, or to bind the Company through any promises, representations, acts, or omissions.

3.4. Certified Supplier or its Designated TSA to Duke Energy Business Services

Duke Energy Business Services shall bill the entity acting as the TSA for the appropriate Ancillary Services, and the TSA shall pay such amounts in accordance with the terms of the Duke Energy Business Services Ancillary Services Tariff.

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**SECTION IV
COMPANY AND CERTIFIED SUPPLIER OBLIGATIONS (GENERAL TERMS)**

4.1. Availability of Certified Supplier Services

The Company or its agent shall make available, at a tarified rate, Certified Supplier Services, as defined in the attached rate schedules.

4.2. Timeliness and Due Diligence

Certified Suppliers shall exercise due diligence in meeting their obligations and deadlines under the Certified Supplier Tariff so as to facilitate the Customer Choice Program.

4.3. Duty of Cooperation

The Company and each Certified Supplier or its designated TSA will cooperate in order to ensure delivery of Competitive Retail Electric Service to End-use Customers as provided for by the Certified Supplier Tariff, Retail Tariff Rate Schedules, the OATT, the Ohio Revised Code, and orders of the Commission.

4.4. State Certification

A Certified Supplier must have and maintain certification from the Commission as an authorized Certified Supplier in order to be eligible to participate in the Company's Customer Choice Program.

4.5. Registration and Participation Requirements

Each Certified Supplier desiring to register in the Company's Customer Choice Program must meet the registration and participation requirements described in Section V of these Service Regulations.

4.6. Energy Procurement

A Certified Supplier or its designated TSA shall make all necessary arrangements for obtaining Competitive Retail Electric Service in a quantity sufficient to serve its End-use Customers.

4.7. Certified Supplier Wholesale Power Responsibilities

A Certified Supplier or its designated TSA is responsible for procuring those Ancillary and Interconnected Operations Services that are necessary for the delivery of Competitive Retail Electric Service to its End-use Customers.

4.8. Multiple Certified Suppliers

Only one Certified Supplier shall provide Competitive Retail Electric Service to a specific End-use Customer's account during any given Billing Cycle.

4.9. Partial Competitive Retail Electric Service

An End-use Customer is not permitted to have partial Competitive Retail Electric Service. The Certified Supplier shall be responsible for providing the total energy consumed by the End-use Customer's account during any given Billing Cycle.

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SECTION IV
COMPANY AND CERTIFIED SUPPLIER OBLIGATIONS (GENERAL TERMS) (Contd.)

4.10. Distribution Losses

In addition to supplying the energy to serve End-use Customer load, a Certified Supplier or its designated TSA will be responsible for scheduling and supplying the associated Distribution Losses.

4.11. Scheduling

A Certified Supplier or its designated TSA must make all necessary arrangements for scheduling the delivery of energy, including, but not limited to, providing for necessary real power losses, into the Company's service territory pursuant to the OATT.

4.12. Reliability Requirements

A Certified Supplier or its designated TSA shall satisfy all reliability requirements imposed by the Commission, FERC, NERC, ReliabilityFirst, or any successor organizations or any other governing reliability councils with authority over the Certified Supplier or its designated TSA. Any penalties or sanctions issued by such organizations' governing reliability councils to the registered entity for the Duke Energy Ohio Transmission System will be apportioned by the Company to any Certified Supplier or its designated TSA whose actions contributed to the violation in reasonable proportion to the degree in which the actions contributed to the violation.

4.13. Supply of Data

A Certified Supplier, TSA, and the Company shall supply to each other all data, materials or other information specified in this Certified Supplier Tariff, or otherwise reasonably required by the Certified Supplier, TSA or Company in connection with the provision of Certified Supplier Services, in a thorough and timely manner and according to the inspection procedures and within the time period reasonably designed to protect the confidentiality of the information requested to be reviewed.

4.14. Record Retention

A Certified Supplier, its designated TSA, and the Company shall comply with all applicable laws and with Commission and FERC rules and regulations for record retention. In addition, a Certified Supplier and its designated TSA shall comply with the record retention requirements set forth in these Service Regulations.

4.15. Payment Obligation

The Company shall not be required to provide Certified Supplier Services to a Certified Supplier unless the Certified Supplier is current in its payment of all Charges owed under this Certified Supplier Tariff.

4.16. Certified Supplier Marketing and Solicitation

Each Certified Supplier participating in the Company's Customer Choice Program shall follow the Commission rules for Competitive Retail Electric Service providers.

4.17. Company Standards of Conduct with Respect to Marketing Affiliates

The Company shall follow the Commission established Standards of Conduct with respect to marketing affiliates.

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4.18. Emergency Operation

If the Transmission Provider or Duke Energy Corporation determines that an emergency exists, the Certified Supplier or its designated TSA shall comply with any reliability directives issued by the Transmission Provider or Duke Energy Corporation, as required by NERC reliability standards.

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SECTION V
CERTIFIED SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS

5.1. Registration and Participation Requirements

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

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

5.2. Registration Process

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

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

5.3. Registration Notification

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

5.4. Changes in Registration Information

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

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

5.5. Transmission and Ancillary Services

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

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SECTION VI CREDIT REQUIREMENTS

6.1. Credit Application

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

6.2. Determination of Creditworthiness

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

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

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

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

The Company shall make reasonable alternative credit arrangements with a Certified Supplier that is unable to meet the aforementioned criteria and with those Certified Suppliers whose credit requirements exceed their allowed unsecured credit limit. The Certified Supplier may choose from any of the following credit arrangements in a format acceptable to the Company: a parental guarantee of payment; an irrevocable letter of credit; a cash deposit; or other mutually agreeable security or arrangement. The alternate credit agreements may be provided by a party other than the Certified Supplier, including one or more ultimate customers. The fact that a guarantee of payment, irrevocable letter of credit or cash deposit is provided by a party other than the Certified Supplier shall not be a factor in the determination of the reasonableness of any alternative credit arrangement, as long as such party and the related credit arrangements meet the Company's standard credit requirements. The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that Certified Supplier, including recognition of that Certified Supplier's performance.

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

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

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SECTION VI
CREDIT REQUIREMENTS (Contd.)

6.3. Interest on Cash Deposits

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

6.4. On-going Credit Evaluation

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

6.5. Financial Obligation – Dispute Resolution

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

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

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SECTION VII END-USE CUSTOMER ENROLLMENT PROCESS

7.1. Certified Supplier Authorization to Enroll

In order to be authorized to enroll End-use Customers in the Company's Customer Choice Program, a Certified Supplier must meet the requirements contained in Section V - Certified Supplier Registration and Participation Requirements, must have submitted a TSA Designation form to the Company, must meet all Transmission Provider requirements to deliver power to its End-use Customers located on the Duke Energy Ohio Transmission System and must, where applicable, have the appropriate rates in production within the Company's billing system, as described in Section X - Billing Services and Obligations. No enrollment requests will be accepted until all of such requirements have been met. Aggregators or governmental aggregators must either become a Certified Supplier as described above or must act through a Certified Supplier.

7.2. Percentage of Income Payment Plan (PIPP) Customers

PIPP customers are not individually eligible to select a Certified Supplier.

7.3. Pre-Enrollment End-use Customer Information List

- a) Upon request, the Company will electronically provide to any Certified Supplier or Certified Broker/Aggregator the most recent End-use Customer information list. The Certified Supplier or Certified Broker/Aggregator will pay the Company \$150.00 for providing the list to the supplier or broker/aggregator.
- b) The End-use Customer information list will be updated quarterly. Once the list has been updated, a Certified Supplier or Certified Broker/Aggregator may not use an End-use Customer information list from a prior quarter to contact End-use Customers, but Certified Suppliers and Certified Broker/Aggregators shall not be required to purchase subsequent lists.
- c) The Company will provide each End-use Customer the option to have all the End-use Customer's information listed in the section below removed from the End-use Customer information list. At the same time, the Company will also provide each End-use Customer the option to have all End-use Customer's information listed below reinstated on the End-use Customer information list. Each End-use Customer will be provided written notice of his or her options on a quarterly basis.
- d) The following information will be provided on the End-use Customer information list for each End-use Customer that has not requested that its information be removed from this list:
 - i) End-use Customer name
 - ii) Service address
 - iii) Service city
 - iv) Service state and zip code
 - v) Billing address
 - vi) Billing city
 - vii) Billing state and zip code
 - viii) Rate schedule under which service is rendered, including class and sub-class (if applicable)
 - ix) Rider (if applicable)
 - x) Load profile reference category

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SECTION VII
END-USE CUSTOMER ENROLLMENT PROCESS (Contd.)

- xi) Meter type (will provide information that is readily available)
 - xii) Interval Meter data indicator (will provide information that is readily available)
 - xiii) Budget bill/PIPP indicator
 - xiv) Meter Read Cycle
 - xv) Most recent twelve months of historical consumption data (actual energy usage plus demand, if available)
 - xvi) Meter number
 - xvii) Customer classification
 - xviii) Special rate indicator
- e) The Company will provide the End-use Customer information list on either a compact disc or a designated website. The information will be prepared and distributed in a uniform and useable format that allows for data sorting. End-use Customers participating in the PIPP program will be served exclusively through the PIPP program administered by the Ohio Department of Development.
- f) The Company shall make available, upon request, a quarterly updated sync list to CRES providers on a confidential basis showing the accounts that are enrolled with the CRES provider.
- 7.4. Certified Supplier Requests for End-use Customer Information
- a) Certified Suppliers may request historical Interval Meter data through a DASR after receiving the appropriate End-use Customer authorization. The Interval Meter data will be transferred in a standardized electronic transaction. The Certified Supplier will be responsible for the incremental costs incurred to prepare and send such data. The charges for these services are listed in this tariff.
 - b) Generic End-use Customer information will be readily available on a designated web site.
 - c) For End-use Customer specific information and to decrease the possibility of End-use Customer "slamming", the Certified Suppliers must obtain, and maintain in their files, End-use Customer authorizations, as dictated by Commission rules, which authorize the release of the End-use Customer's historical usage data. These authorizations must be made available to the Company, upon request, within three business days and must be retained by the Certified Supplier for a period not less than two calendar years after the calendar year in which received or such longer period as may be required by law or Commission rules.
 - d) Specific End-use Customer Information will include twelve months of historical data (if available) including monthly kWh usage, Meter Read Dates, and associated monthly maximum demand history, if applicable.
- 7.5. Direct Access Service Requests (DASRs)
- a) Enrollment of individual End-use Customers, including individual End-use Customers participating in an aggregation or governmental aggregation program, is done through a DASR for each service account, which may be submitted only by Certified Suppliers.
 - b) An enrollment DASR will be effective on the next Meter Read Date, provided that it is received by the Company at least twelve calendar days before the next Meter Read Date.
 - c) Enrollment DASRs will be effective according to the following schedule:

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SECTION VII
END-USE CUSTOMER ENROLLMENT PROCESS (Contd.)

- i) If an enrollment DSR is received twelve or more days prior to the next regularly scheduled Meter Read Date and no other enrollment DSR is currently pending, the enrollment DSR will be effective on the next regularly scheduled Meter Read Date.
 - ii) If an enrollment DSR is received less than twelve days prior to the next regularly scheduled Meter Read Date and no other enrollment DSR is currently pending, the enrollment DSR will be effective on the second regularly scheduled Meter Read Date after the enrollment DSR is received.
 - iii) If an enrollment DSR is currently pending, and another enrollment DSR is received, the first enrollment DSR will be effective and the second enrollment DSR will be rejected. There cannot be two pending enrollment DSRs for the same account at the same time.
- d) The Company will process all valid DSRs within one business day and send the End-use Customer confirmation within two business days. The Company will electronically advise the Certified Supplier of acceptance. Notice of rejection of the DSR to the Certified Supplier shall also be sent in one business day, if possible, but in no event later than four calendar days, and shall include the reasons for the rejection.
 - e) The Company shall provide a rescission period as required by the Commission's rules. If the End-use Customer rescinds, the Company shall send a drop notice to the Certified Supplier. In the event of End-use Customer rescission, the previous Certified Supplier will continue to serve the End-use Customer under the same terms and conditions.
 - f) Enrollments will be processed on a "first in" priority basis based on the received date, using contract date as the tiebreaker. If the contract date is the same, enrollments will be processed "first in" based on when the enrollment was electronically received by the Company.
 - g) To participate in the Customer Choice Program, an End-use Customer must have an established electric service account with the Company. Accounts are established upon the assignment of an account number. Account numbers are assigned by the Company when a new party requests electric service for an existing location and upon meter installation for new construction. A Certified supplier may submit a DSR as described herein after the electric service account number is established.
 - h) A separate DSR must be submitted for each service account.
 - i) If a Certified Supplier has reached its participation limit as described in Section VI - Credit Requirements, additional enrollment DSRs from the Certified Supplier will be rejected and returned to the Certified Supplier until the Company approves additional credit enhancements.
 - j) The Certified Supplier will be responsible for paying any Charge for a successfully processed enrollment DSR.

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SECTION VII
END-USE CUSTOMER ENROLLMENT PROCESS (Contd.)

7.6. Communications from the Company to the End-use Customer

- a) Upon confirmation of a valid enrollment DASR from a Certified Supplier, the Company will mail the End-use Customer a confirmation notice within one business day after confirmation.
- b) Upon confirmation of a valid drop DASR from a Certified Supplier, the Company will mail the End-use Customer a confirmation notice within one business day after confirmation.
- c) Within one business day after receiving an End-use Customer's request to rescind an enrollment, the Company will initiate the rescission and mail the End-use Customer confirmation that such action has been taken.

7.7. End-use Customer Return to ESP-SSO Service

If an End-use Customer returns to the Standard Service Offer Rate, whether as a result of End-use Customer choice, Certified Supplier default, termination of a Certified Supplier contract, opt out or termination of a governmental aggregation program, Certified Supplier withdrawal, or any other reason, the rate to be charged by the Company to the End-use Customer will be governed by the Retail Tariff (P.U.C.O. Tariff No. 19).

7.8. Dispute Resolution

Any disputes concerning an End-use Customer's selection of a Certified Supplier that cannot be resolved among the End-use Customer and the affected Certified Suppliers may be directed to the Public Interest Center of the Commission by any of the parties involved.

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SECTION VIII
END-USE CUSTOMER INQUIRIES AND REQUESTS FOR INFORMATION

- 8.1. End-use Customer Requests for Program Information and/or Usage Data
- a) The Company will send an information package containing a summary of customers' rights and obligations, including a current list of Certified Suppliers, to the End-use Customer's service or mailing address, under the following circumstances:
 - i) To all new End-use Customers, including any End-use Customer who opens a new account and has not received such a customer rights summary within the preceding year.
 - ii) To any End-use Customer upon request.
 - b) The Company will maintain a list of Certified Suppliers, which list will identify all Certified Suppliers currently registered to enroll End-use Customers in the Company's service territory. The list of Certified Suppliers will also designate, if available, which customer classes Certified Suppliers will be serving. This list will be updated at least quarterly and will be available to End-use Customers as follows:
 - i) The list will be posted on a designated website.
 - ii) The list, together with an information package containing a summary of the program, will be supplied to any End-use Customer, upon request, and to any new End-use Customer, as set forth in Section 8.1(a).
 - c) End-use Customers may contact the Company and request their twelve-month usage data, which will be sent to the End-use Customer's service or mailing address.
- 8.2. End-use Customer Inquiries Concerning Billing-Related Issues
- a) End-use Customer inquiries concerning the Company's charges or services should be directed to the Company.
 - b) End-use Customer inquiries concerning a Certified Supplier's charges or services should be directed to the Certified Supplier.
- 8.3. End-use Customer Inquiries Related to Emergency Situations and Outages
- a) The Company will be responsible for responding to all inquiries related to distribution service, emergency system conditions, outages and safety situations. End-use Customers contacting the Certified Supplier with such inquiries should be referred directly to the Company.
 - b) It may be necessary for the Company to curtail or shed End-use Customer load at the request of the Transmission Provider, or as otherwise provided by Commission-approved tariffs or required by NERC Reliability Standards. In such cases, the Company will follow the provisions of the Commission's rules and orders, NERC reliability standards, the Company's own Bulk Power Emergency Plan, or Energy Emergency Rules contained in the Company's Retail Tariff.

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SECTION IX METERING SERVICES AND OBLIGATIONS

9.1. Equipment Standards

Statewide rules for metering as adopted by the Commission will apply to all equipment standards within the Company's service territory and may be supplemented by the Company's metering standards.

9.2. Meter Ownership and Maintenance

The Company will own, furnish, install, program, calibrate, test, and maintain all meters and all associated equipment used for retail billing and settlement purposes in the Company's service area.

9.3. Meter Requirements

- a) Interval Meters will be required for End-use Customers that select a Certified Supplier and have a maximum annual peak demand greater than or equal to 200 kW for the most recent twelve-month period.
- b) The End-use Customer or Certified Supplier may request an Interval Meter for use at any account below the interval meter threshold.
- c) The Company may require Interval Metering, at the Company's expense, for any other End-use Customer based on a review of the End-use Customer's rate schedule, billing history, and class Load Profile information. If installed, the Interval Meter will be used for retail billing and settlement purposes.

9.4. Interval Meter Charges and Installation Process

a) Charges

The End-use Customer shall be responsible for the incremental costs of upgrading the present meter plus all incremental costs associated with the installation of required or requested interval metering. The charges for an Interval Meter will be at the tarified rate, which may be paid over a period not to exceed twenty-four months. Title to the interval meter shall remain with the Company.

If an Interval Meter is required, the End-use Customer must approve a work order for an Interval Meter installation before the Company will accept an enrollment DASR. For End-use Customers that will have an Interval Meter installed for the requested service, service may begin, assuming the Company has an approved work order for the Interval Meter installation. A Company load profile will be used for settlement. Consumption meter reads will continue to be used for billing. This will be the approach during the period between the End-use Customer's request for an Interval Meter and the Company's installation of such a meter.

If the Company cannot gain access to the meter installation, the Company may charge the End-use Customer for any additional trips to the meter site.

9.5. Meter Reading

a) Regularly Cycled Meter Reads

The Company will continue to read all meters in its service territory in accordance with the regularly scheduled Billing Cycles and off-schedule when the Company deems a read necessary. End-use Customers must provide access to the meters for the Company to obtain meter readings.

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**SECTION IX
METERING SERVICES AND OBLIGATIONS (Contd.)**

b) Estimated Reads

The Company will estimate the usage, if metered data is lost due to failure of, or damage to, the metering equipment. Reads may also be estimated in the case of inclement weather, inaccessibility, etc.

c) Special Meter Reads

The Company will provide special meter reads as requested by Certified Suppliers. The Charges for these meter reads are specified in the Certified Supplier Meter Service Charges.

d) Meter Testing

The Company will provide meter testing as requested by Certified Suppliers. The Charges for meter testing are specified in the Certified Supplier Meter Service Charges.

e) End-use Customer Meter Reads

Residential End-use Customers may read the Company's meters and forward the meter reading information to the Company by telephone, mail, facsimile transmission, or electronically through the Company's website. While Residential End-use Customer reads are acceptable, End-use Customers must grant the Company access to the meters as specified by the Ohio Administrative Code.

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SECTION X
BILLING SERVICES AND OBLIGATIONS

10.1. Billing Options

A Certified Supplier must select a billing option for each of its End-use Customer accounts. The billing options are limited to the following: (1) separate billing by the Company and the Certified Supplier, (2) Company Consolidated and Rate-Ready Billing, or (3) Company Consolidated and Bill-Ready Billing. Company Consolidated and Rate-Ready Billing will be provided by the Company only if the price plans offered by the Certified Supplier are ones that are considered standard rates, as set forth in Section 10.6 hereof. Nothing in this Certified Supplier Tariff shall require the Company to bill customers manually. Thus, if the Certified Supplier is offering price plans that are not considered by the Company as standard rates, the Company will provide the Certified Supplier with sufficient meter data on a timely basis so that the Certified Supplier can bill the Customer directly under the separate billing method or can opt for Company Consolidated and Bill-Ready Billing. The billing option must be selected when the enrollment DASR is submitted to the Company. If the Company inaccurately applies the usage information to the rates approved by the Certified Supplier for Company Consolidated and Rate-Ready Billing, the Certified Supplier shall notify the Company immediately and the Company shall make a correction in a succeeding billing period. The Certified Supplier is responsible for receiving and resolving all End-use Customer rate disputes involving charges for services received from the Certified Supplier.

10.2. Billing Cycle

Current Company practice is to render bills regularly at monthly intervals, but bills may be rendered more or less frequently at the Company's option. Rate values stated for direct application to regular monthly billing periods will be adjusted when the time elapsed between billings is substantially greater or less than a month.

10.3. Generation Resource Mix

Certified Suppliers are responsible for providing a Generation Resource Mix statement to their own End-use Customers in accordance with Commission requirements.

10.4. Transmitting of Meter Reading Information

The Company will transmit meter reading information electronically to each Certified Supplier for each of its End-use Customer accounts. Regardless of whether charges are being calculated by the Company or the Certified Supplier, the same meter reading information will be used to bill End-use Customers for the Regulated Utility Charges and the unregulated Commodity charges.

10.5. Setting Up Certified Suppliers' Rates

Certified Suppliers using the Consolidated and Rate-Ready Billing option must furnish specific rate information to the Company via methods defined by the Company. The Certified Supplier will receive the test results after the rate is entered into the billing system and tested. The Certified Supplier will then be required to authorize the Company to begin billing, using the new rate, before enrolling any End-use Customers on that rate.

- a) The Company will provide all Commission certified and Company enrolled Certified Suppliers with system requirements and Record Layouts needed to perform this function.
- b) The Certified Supplier will be responsible for creating and verifying the rate information that the Company will use to calculate and bill the Certified Suppliers' charges.
- c) The approved rate information must be in production within the Company's billing system before any End-use Customers may be enrolled under that rate. In production means installed in the Company's billing system, tested by the Company, test results approved by the Certified Supplier and three business days have elapsed since approval of results.

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SECTION X
BILLING SERVICES AND OBLIGATIONS (Contd.)

10.6. Timetable for Setting up Certified Suppliers' Rates

- a) The Company defines standard rates as falling into one of five rate types:
 - 1) a Nonvolumetric Rate
 - 2) a Flat Rate
 - 3) a Multi-tiered Rate
 - 4) a Time-of-Use Rate
 - 5) a Percentage-off Rate
- b) The Company will have five calendar days to set up and system test any standard rates other than those under the Percentage-off Rate option and fifteen days to set up and system test standard rates under the Percentage-off Rate option, before sending the tested rates back to the Certified Supplier for approval.
- c) For End-use Customers that have a maximum annual peak demand greater than or equal to 200 kW for the most recent twelve-month period, the required interval metering will be used to support the Certified Suppliers' billing options. If an End-use Customer has a maximum annual peak demand less than 200 kW and the Company must install special metering to support a Certified Supplier's billing option, the End-use Customer will be responsible for the incremental costs of upgrading the present meter plus all costs associated with the installation of that metering equipment.
- d) Within three business days after the Company receives the approval of rates from the Certified Supplier, the rates will be placed in production in the Company's billing system and will be available for billing.
- e) When the rates are in the Company's billing system and are available for billing, the Certified Supplier may send an enrollment DASR for accounts it wants to be billed on the new rate.
- f) All DASRs received before the rate is in production will be rejected.

10.7. Electronic Transmission of End-use Customer Billing Data

- a) If the Certified Supplier chooses to have the Company bill for the End-use Customer's electric commodity usage under the Company Consolidated and Rate-Ready Billing option, the Company will provide usage and charges in standard electronic format.
- b) If the Certified Supplier chooses the Company Consolidated and Bill-Ready Billing option, the Company will provide usage in a standard electronic format and the Certified Supplier will provide the Company with the Certified Supplier's charges in a standard electronic format.

10.8. Incremental Processing Fees

If the Certified Supplier chooses the Consolidated and Rate-Ready Billing option, the Company will charge hourly for administrative and technical support to institute program modifications associated with the implementation of consolidated billing on non-standard rates requested by the Certified Supplier and reviewed and approved by the Company. The Charge for this service is described in Certified Supplier Charges.

10.9 Company Consolidated and Bill-Ready Billing

The following business rules will apply to the Company's Consolidated and Bill-Ready Billing Option:

- a) Within three business days of receiving usage information for an account in a standard electronic format from the Company, the Certified Supplier will provide the Company with the Certified Supplier's charges for the account in a standard electronic format for presentation on the Company's current invoice to the End-use Customer.

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- b) The charges received from the Certified Supplier by the Company in standard electronic format for each account will contain no more than five charge amounts with five associated charge descriptions.
- c) Charge descriptions will be no longer than thirty-five characters each (including punctuation and spaces), and charge amounts will not exceed fourteen characters each (including spaces, dollar sign, decimal, and, if applicable, negative sign).
- d) If a Certified Supplier submits a charge description(s) longer than thirty-five characters and there are fewer than five charge amounts in the submission for the account, the Company will wrap the charge description(s) to the next thirty-five character line on its invoice and will continue this process up to the point where all charge descriptions submitted for the account do not exceed a total of five lines of thirty-five characters on the Company's invoice. The corresponding charge amounts will appear in a column to the right of where each charge description ends.
- e) If wrapping causes charge descriptions to exceed five lines of thirty-five characters, each charge description will be truncated at thirty-five characters and will be printed on the Company's current invoice with the corresponding charge amount appearing in a column to the right of each charge description.
- f) If a Certified Supplier submits more than five charge amounts for an account, the Company will reject the entire submission for the account via a standard electronic format.
- g) The Company will allow up to eight lines on its invoice to display the details of the Certified Supplier's charges as follows:
 - i) The Company will display the Certified Supplier's name on line 1.
 - ii) The Company will display the date range for the billing period on line 2.
 - iii) The charge descriptions and charge amounts submitted by the Certified Supplier will be displayed on lines 3 through 7 (provided that all 5 of the lines are necessary).
 - iv) The Company will sum the charge amounts submitted by the Certified Supplier and display the total on line 8 or on the line following the last charge description submitted by the Certified Supplier.
 - v) In situations where the Certified Supplier receives revised usage information for an account from the Company in a standard electronic format, the Company will provide an additional line on its invoice for the total amount of each month of cancelled charges it receives from the Certified Supplier in a standard electronic format. The Company will display the date range and the dollar amount of the cancelled charges, provided that the fourteen character charge amount limit is not exceeded, on an additional line for each month of cancelled charges. The Certified Supplier's corrected charges, submitted to the Company in a standard electronic format, will be displayed on the Company's invoice as described in parts i) through iv) above for each month of corrected charges. Certified Suppliers will not include cancelled charges within the same standard electronic transaction where corrected charges are submitted to the Company.
- i) End-use Customer payments for Certified Supplier charges will be remitted by the Company to the appropriate Certified Supplier as described in Section 11.2 herein.
- j) The Certified Supplier will reimburse the Company for the Company's incremental cost associated with each Company Consolidated and Bill-Ready bill that the Company generates on behalf of the Certified Supplier. The Charges billable to the Certified Supplier for this service are listed on Sheet No. 52 herein.

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SECTION X
BILLING SERVICES AND OBLIGATIONS (Contd.)

10.10. Budget Billing

The Consolidated Billing options offered by the Company will include budget billing as an End-use Customer elected option.

10.11. Special Messages

Rule 4901:1-24-11 of the Ohio Administrative Code mandates that a Certified Supplier must provide notice of abandonment on each billing statement rendered to its End-use Customers beginning at least ninety days prior to the effective date of the abandonment and continue to provide notice on all subsequent billing statements until the service is abandoned. Where the Company is performing billing services for a Certified Supplier, the Company must provide this notice on the billing statement and the Charge for this service is described in the Certified Supplier Charges. The Company is not offering bill message services for Certified Suppliers in any other instance.

The Company is not required to send bill inserts or add special attachments to the bill format for Certified Suppliers to communicate to End-use Customers. Any other special messages either required by the Commission or elected are the responsibility of the Certified Supplier.

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SECTION XI
END-USE CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING

11.1. Payments

- a) Bills are due on the date indicated thereon as being the last day for payment of the net amount, and the due date shall not be less than twenty-one calendar days after the mailing of the bill or pursuant to such amended Company practice as may be approved by the Commission.
- b) Payment may be made at any commercial office of the Company or at any Company Authorized Payment Agency.
- c) The Company may require that an End-use Customer that is not creditworthy tender payment by means of a certified or cashier's check, electronic funds transfer, cash or other immediately available funds.

11.2. Payment Processing

- a) The End-use Customer is responsible for payment in full to the Company for all the Company and Certified Supplier charges when the Company performs Consolidated Billing.
- b) The Company will remit all received payments for Certified Supplier charges on the Company's Consolidated Bill to the appropriate Certified Supplier after processing, on a daily basis. The Company will remit payments to Certified Suppliers involved in the Company's Purchase of Accounts Receivable Program as specified by the Account Receivables Purchase Agreement described in Section 11.5 herein.
- c) All End-use Customer charges are grouped into categories and a payment priority is established for each. If a partial payment is received, the Company will apply the following payment priorities classification. Payments will be applied first to prior gas and electric Regulated Utility Charges, second to current gas and electric Regulated Utility Charges, third to prior electric Certified Supplier charges and gas supplier charges (if applicable), fourth to current electric Certified Supplier charges and gas supplier charges (if applicable), and then on a pro-rata basis for non-regulated products and services. When the priority classification is equal, payments will be applied to the oldest receivables first.

11.3. End-use Customers in Arrears

- a) End-use Customer in Arrears for the Company's Regulated Gas and Electric Utility Charges Only

End-use Customers that fail to pay gas and electric Regulated Utility Charges to the Company will be subject to the Company's late payment charge policy and the rules and regulations governing the current credit, collection and disconnection procedures in accordance with Chapters 4901:1-10, 4901:1-17, and 4901:1-18 of the Ohio Administrative Code.

- b) End-use Customers in Arrears to their Certified Supplier

Unless the Certified Supplier has entered into an agreement with the Company for Purchase of Accounts Receivable, the Certified Supplier is ultimately responsible for the collection of such unpaid non-regulated charges regardless of the billing option selected for the End-use Customer. However, in the course of following its collection procedures for Regulated Utility Charges, the Company may inform End-use Customers of such arrearages.

- c) End-use Customer in Arrears for the Company's Non-Regulated Products/Services

End-use Customers that fail to pay for the Company's non-regulated products and services will be subject to the Company's current collection procedure which can include a series of letters, retrieval of the product, and discontinuance of the service that is being provided to the End-use Customer.

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SECTION XI
END-USE CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING (Contd.)

- d) Certified Suppliers shall determine their own credit/collection policy.

11.4. Disconnection of Service

- a) The Company may disconnect service to an End-use Customer for non-payment of Regulated Utility Charges only in accordance with Chapters 4901:1-10 and 4901:1-18 of the Ohio Administrative Code and for non-payment of CRES charges where the Company is purchasing the Certified Supplier's receivables under the PAR program.
- b) Pursuant to Chapters 4901:1-10 and 4901:1-18 of the Ohio Administrative Code, the Company is not permitted to disconnect service to the End-use Customer for nonpayment of Certified Supplier charges, except in the situation where the Company is purchasing the Certified Supplier's receivables under the PAR program. Certified Suppliers are not permitted to physically disconnect electric service for non-payment of the Certified Supplier charges.
- c) If the Company disconnects service to an End-use Customer, the End-use Customer's Certified Supplier will be notified within five business days of processing the disconnect order, if the End-use customer's service has not been restored by such date.
- d) If the Company restores the End-use Customer's service under the same account number within the five-business day period, no notification to that End-use Customer's Certified Supplier will be given.

11.5 Transfer of End-use Customer Deposit

If the Certified Supplier participates in the Company's Purchase of Accounts Receivable program and if the Certified Supplier holds a deposit from the End-use Customer, the Certified Supplier shall retain the deposit until required to refund such deposit to the End-use Customer, except where the Company has notified the Certified Supplier that the End-use Customer is sixty days or more in arrears for Certified Supplier charges that the Company has acquired under the Purchase of Accounts Receivable program. In that case, the Certified Supplier shall transfer the End-use Customer's deposit to the Company within three business days of receipt of such notice, unless the Company's Purchase of Accounts Receivable agreement with the Certified Supplier provides otherwise.

11.6 Purchase of Accounts Receivable (PAR)

In order to participate in the Company's PAR program, a Certified Supplier must first sign an Account Receivables Purchase Agreement with the Company, which may include, but will not be limited to, the following provisions:

- a) Purchase price, procedures, and fees
- b) Obligations of the parties
- c) Representations and warranties
- d) Covenants of Seller
- e) Conditions Precedent
- f) Administration and Collection
- g) Termination
- h) Indemnification

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SECTION XII
CERTIFIED SUPPLIER BILLING TERMS AND CONDITIONS

12.1. Billing and Payments

By the tenth day of each month, the Company shall submit an invoice to the Certified Supplier for all services rendered during the preceding calendar month, as well as any unpaid Charges from prior invoices, including late payment Charges. The invoice shall be paid within ten calendar days of receipt. All payments shall be made in immediately available funds, payable to the Company, or via electronic funds transfer.

12.2. Late Payment Charges

Interest on delinquent amounts shall be an amount equal to one and one-half percent of the unpaid balance at the due date calculated monthly.

12.3. Netting of End-use Customer Payments and Certified Supplier Charges Billed by the Company

If the Certified Supplier defaults and the Company is performing Consolidated Billing of End-use Customers for the Certified Supplier, the Company reserves the right to retain the payments collected on behalf of the Certified Supplier and apply the payments to the Company's Charges.

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SECTION XIII
LOAD PROFILING AND FORECASTING

13.1. Generic Load Profiles

The Company shall prepare, in advance of the calendar year, and post on the Company's Certified Supplier web site typical or generic Load Profiles that are representative of each profile class. The profiles will be average hourly demands by day type (weekday and weekend) for each month of the calendar year.

13.2. Load Profile Updates

The typical Load Profiles shall be periodically reviewed by the Company for accuracy to ensure they are statistically representative of the profile class and updated as more recent data is collected, processed and analyzed. The Load Profiles will be updated at a minimum on an annual basis.

13.3. Certified Supplier Daily Forecasting Process

The Certified Supplier or its designated TSA is responsible for preparing its own hourly Load Forecast.

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**SECTION XIV
METER DATA MANAGEMENT**

14.1. Meter Data Collection

The Company, acting as the designated Meter Data Management Agent for the Certified Supplier, will supply hourly load data to Transmission Provider, for the Certified Supplier. The Company will provide this data in accordance with the OATT, including estimates when necessary. The Company will be held harmless for any actions taken while performing Meter Data Management Agent responsibilities. Meter data collected by the Company shall be used to calculate the quantity of energy actually consumed by a Certified Supplier's End-use Customers for a particular period. Such collection shall occur at the time of an End-use Customer's monthly meter read. Thus, in order to measure the energy consumed by all End-use Customers on a particular day, at least one month is required for data collection. Typically, the Company is able to calculate and provide hourly usage data for a Certified Supplier's load, for a calendar month, forty-five to sixty days after the end of that calendar month. It is the responsibility of the Certified Supplier to understand this process.

14.2. Monthly-Metered End-use Customers

Data from Monthly-Metered End-use Customers is collected in subsets corresponding to End-use Customer Billing Cycles, which close on different days of the month. The Company shall convert such meter data, including estimates, for End-use Customers to the equivalent hourly usage. Metered usage will be applied to customer segment load curves to derive an estimate for the hour-by-hour usage.

14.3. Interval-Metered End-use Customers

Data from Interval Metered End-use Customers will also be collected monthly by the Company on a Billing Cycle basis.

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SECTION XV
TRANSMISSION SCHEDULING AGENTS

15.1. Participation through a Transmission Scheduling Agent

If a Certified Supplier is not eligible to be a Transmission Customer or chooses not to interact directly with the Transmission Provider for scheduling purposes, the Certified Supplier shall enter into a business arrangement with another party that will act as a Transmission Scheduling Agent for that Certified Supplier. All actions of the TSA that relate to a Certified Supplier are binding on, and attributable to, said Certified Supplier.

15.2. Designation or Change of a Transmission Scheduling Agent

To designate or change a TSA, a Certified Supplier must provide the Company a completed TSA Designation Agreement, fully executed by the Certified Supplier, the TSA, and the Company. The Company will process TSA Designation Agreements as quickly as practicable but in no event in less than five business days. A Certified Supplier may only designate one TSA at a time. Nothing in this Tariff shall prohibit the TSA from transacting with multiple generation sources.

15.3. Scheduling and Settlement through a Transmission Scheduling Agent

The TSA shall be the sole point of contact with Duke Energy Business Services for any transmission-related charges levied under the Duke Energy Business Services Ancillary Services Tariff.

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SECTION XVI
CONFIDENTIALITY OF INFORMATION

16.1 Generally

All confidential or proprietary information made available by one party to the other in connection with the registration of a Certified Supplier with the Company shall be used only for purposes of registration with the Company and/or providing Competitive Retail Electric Service to Customers in the Company's service territory. Other than disclosures to representatives of the Company or Certified Supplier for the purposes of enabling that party to fulfill its obligations under this Tariff or for a Certified Supplier to provide Competitive Retail Electric Service to Customers in the Company's service territory, a party may not disclose confidential or proprietary information without the prior authorization and/or consent of the other party.

16.2 Disclosure of Confidential Information

The Certified Supplier shall keep all information that is specific to an End-use Customer and supplied by the Company confidential unless the Certified Supplier has the End-use Customer's written authorization to do otherwise and such written authorization complies with any and all relevant requirements of the Commission.

16.3 Use of Confidential Information

Nothing contained herein shall preclude any disclosure required by any state or federal administrative, judicial, legislative, or regulatory entity; provided, however, that the disclosing party will immediately advise the other party that the disclosing party has been asked to make the required disclosure, in order to allow the other party to file a timely objection; and provided further, however, that the disclosing party shall not be required to delay disclosure while the other party objects, if such delay would subject the disclosing party to sanctions.

16.4 Exclusive Property

All Information shall be and remain the exclusive property of the Company and none shall be kept by the Certified Supplier. The Certified Supplier agrees promptly to deliver such information to the Company upon (i) the completion of its activities associated with the End-use Customer or (ii) the request of the Company, whichever occurs first. All copies of such information, all written data, , notes, memoranda, records, and reports of any kind relating to the information or the subject matter of this Section XVI, based on and derived therefrom, shall be destroyed by the Certified Supplier, and such destruction shall be certified to by an officer of such entity.

16.5 Breach of Confidentiality

If either the Certified Supplier or the Company shall breach this Section XVI, or, in the event that such breach is shown to be an imminent possibility, the non-breaching party shall be entitled to seek all legal and equitable remedies afforded to it by law.

16.6 Rights of the Parties

No license to any patents or other intellectual property of either party is granted by the Company by providing any confidential or proprietary information to the Certified Supplier.

16.7 Applicability

This confidentiality provision shall be binding upon the Certified Supplier, its designated TSA, and the their legal representatives, successors, and assigns.

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Issued by Julie Janson, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

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**SECTION XVII
VOLUNTARY WITHDRAWAL BY A CERTIFIED SUPPLIER
FROM THE CUSTOMER CHOICE PROGRAM**

17.1. Notice of Voluntary Withdrawal to the Company

A Certified Supplier shall provide electronic notice to the Company, in a form specified by the Company, of withdrawal by the Certified Supplier from retail service in a manner consistent with the Commission's rules. Written notice of a Certified Supplier's intent to withdrawal must be provided by the Certified Supplier to the Company ninety days prior to such withdrawal.

17.2. Notice to End-use Customers

A Certified Supplier shall provide notice to its End-use Customers of its withdrawal from retail service in accordance with the Commission's rules. A Certified Supplier must provide written notice of its intent to abandon service to its End-use Customers on each billing statement rendered to its End-use Customers beginning at least ninety days prior to such abandonment and on all subsequent billing statements until the service is abandoned.

17.3. Costs for Noncompliance

A Certified Supplier that voluntarily withdraws from the Customer Choice Program and fails to provide at least ninety calendar days written notice to the Company of said withdrawal shall be in default as described in Section XIX herein.

17.4. Breach of Contract

The Certified Supplier, and not the Company, is solely responsible to its End-use Customers for any breach caused by the Certified Supplier's default or voluntary withdrawal from the Customer Choice Program.

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**SECTION XVIII
LIABILITY**

18.1. General Limitation on Liability

The Company shall have no duty or liability with respect to Competitive Retail Electric Service before it is delivered by a Certified Supplier toward an interconnection point with the Transmission Provider's Balancing Authority Area. After its receipt of Competitive Retail Electric Service at the point of delivery, the Company shall have the same duty and liability for transmission and distribution service to the End-use Customers receiving Competitive Retail Electric Service as to those receiving electric energy and capacity from the Company.

18.2. Limitation on Liability for Service Interruptions and Variations

The Company does not guarantee continuous, regular, and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements to any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

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SECTION XIX
DEFAULT, SUSPENSION, AND TERMINATION OF A CERTIFIED SUPPLIER

19.1 Default

A Certified Supplier is in default of its obligations under the Company's Customer Choice Program if any one or more of the following occurs:

- a) Notice is received that the Certified Supplier/TSA relationship is terminated and either (1) the Certified Supplier fails to designate a new TSA within five business days or (2) the new entity acting as TSA fails to begin scheduling power within ten business days of its designation as such.
- b) The Certified Supplier fails to fully pay an invoice from the Company within three business days following the due date of the invoice.
- c) The Certified Supplier's credit exposure exceeds the unsecured credit limit or the Company's current collateral enhancement requirement by 5% or more and the Certified Supplier has failed to comply with the Company's request for adequate security or adequate assurance of payment within three business days of the Company's request.
- d) The Commission has decertified the Certified Supplier or otherwise declared it ineligible to participate in the Ohio Customer Choice Program or the Company's Customer Choice Program.
- e) The Certified Supplier's action or inaction has or will jeopardize the operational integrity, safety, or reliability of the Company's transmission or distribution system.
- f) The Certified Supplier or the performing services on behalf of the Certified Supplier, through actions or inactions, becomes in default of any agreement with or requirement of MISO.
- g) The Certified Supplier misuses the Company Consolidated and Bill-Ready Billing option by incorrectly using the name of the Company or the name of one of the Company's affiliates in a charge description or otherwise using this billing option in a misleading or defamatory manner.
- h) The Certified Supplier voluntarily withdraws from the Company's Customer Choice Program without providing at least ninety calendar days notice to the Company.
- i) The Certified Supplier files a voluntary petition in bankruptcy; has an involuntary petition in bankruptcy filed against it; is insolvent; has a receiver, liquidator or trustee appointed to take charge of its affairs; has liabilities that exceed its assets; or is otherwise unable to pay its debts as they become due.

19.2 Notice of Suspension or Termination

Notwithstanding any other provision of this tariff or the Certified Supplier Service Agreement, in the event of default, the Company shall serve a written notice of such default, providing reasonable detail and a proposed remedy, on the Certified Supplier, with a copy contemporaneously provided to the Commission. On, or after, the date the default notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the Certified Supplier Service Agreement. Except for default due to failure by the Certified Supplier to deliver Competitive Retail Electric Service, if the Commission does not act within ten business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh business day after receipt of the request by the Commission. If the default is due to failure by the Certified Supplier to deliver Competitive Retail Electric Service and the Commission does not act within five business days after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the sixth business day after receipt of the request by the Commission. Terminations or suspensions shall require authorization from the Commission.

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SECTION XX
DEFAULT, SUSPENSION, AND TERMINATION OF A CERTIFIED SUPPLIER (Contd.)

The Company shall send notices pursuant to this section by email, facsimile transmission, overnight mail, or hand delivery to the Commission and staff at the Commission's offices. The Company shall notify all Commissioners, the Chief of Staff, the Director of the Consumer Services Department, the Director of the Utilities Department, the Director of the Energy & Environment Department, the Director of the Legal Department, and the Chief of the Attorney General's Public Utilities Section. The Company shall send the notice to the address and facsimile number provided by the Certified Supplier in its Certified Supplier Service Agreement.

19.3. Suspension

In addition to the possible reasons for suspension stated in Sections 20.1, a Certified Supplier may be suspended from participation in the Company's Customer Choice Program for either of the following reasons:

- a) The Certified Supplier's credit exposure exceeds its credit limit or collateral enhancement by less than 5%, and the Certified Supplier has failed to comply with the Company's request for adequate security or adequate assurance of payment within three business days of the Company's request.
- b) The Certified Supplier's parent corporation files a voluntary petition in bankruptcy; has an involuntary petition in bankruptcy filed against it; is insolvent; has a receiver, liquidator, or trustee appointed to take charge of its affairs; has liabilities that exceed its assets; or is otherwise unable to pay its debts as they become due.

19.4. Effect of Suspension

In the event of suspension, the Certified Supplier shall not be permitted to enroll any new End-use Customers in the Company's Customer Choice Program. During the period of suspension, the Certified Supplier shall continue to serve its existing End-use customers.

19.5. Effect of Termination on Certified Supplier's End-use Customers

In the event of termination, the Certified Supplier's End-use Customers shall be returned to the Company's Standard Offer Rate effective on each End-use Customer's next Meter Read Date after the date of termination.

19.6. Effect of Termination on Certified Supplier

- a) The Certified Supplier shall not be permitted to enroll any new End-use Customers in the Company's Customer Choice Program unless it re-registers in the Company's Customer Choice Program.
- b) During the period of time between the Certified Supplier's termination and the next Meter Read Dates for each of its End-use Customers, the Company shall serve the Certified Supplier's End-use Customers and shall charge the Certified Supplier for the Company's out-of-pocket costs paid for electric energy during that period, including transmission, distribution and all other applicable charges. End-use Customers will continue to be billed for charges from their Certified Supplier until the next Meter Read Dates. Beginning with the next Meter Read Dates for each of the Certified Supplier's End-use Customers on the Company's Standard Offer Rate, the Company shall serve the End-use Customers and shall bill the Certified Supplier for the Company's incremental cost for serving the load during the first June 1 through August 31 period after the Certified Supplier default. Incremental cost is defined as Company's out-of-pocket costs paid for electric energy during that period, including transmission, distribution and all other applicable charges.

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SECTION XX
DEFAULT, SUSPENSION, AND TERMINATION OF A CERTIFIED SUPPLIER (Contd.)

- c) The Company may charge the Certified Supplier for additional costs associated with the default such as:
- 1) Mailings by the Company to the Certified Supplier's End-use Customers to inform them of the *withdrawal and their options*;
 - 2) Non-standard/manual bill calculations and production performed by the Company;
 - 3) Certified Supplier data transfer responsibilities that must be performed by the Company; and
 - 4) Charges or penalties imposed on the Company, its agents, or other third parties resulting from the Certified Supplier's termination.
- d) The Company may apply all of the Certified Supplier's credit, collateral, and charges collected by the Company from End-use Customers against the Company's Charges to the Certified Supplier.

19.7. Survival of Obligations

Default, suspension, or termination of a Certified Supplier for any reason shall not relieve the Company or the Certified Supplier from performing any other obligations under this Certified Supplier Tariff or the Certified Supplier Service Agreement.

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SECTION XX
ALTERNATIVE DISPUTE RESOLUTION

20.1. Alternative Dispute Resolution Procedure

Alternative Dispute Resolution shall be offered to both Certified Suppliers and the Company as a means to address disputes and differences between Certified Suppliers and the Company. Alternative Dispute Resolution shall be conducted in accordance with all governing Commission rules.

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SECTION XXI MISCELLANEOUS

21.1. Notices

Unless otherwise stated herein, any notice contemplated by the Certified Supplier Tariff shall be in writing and shall be given to the other party at the addresses stated in the notice section of the Certified Supplier Service Agreement. If given by electronic transmission (including facsimile or email), notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by first class mail. If sent in writing by first class mail, notice shall be deemed given on the fifth business day following deposit in the United States mail (as noted by the postmark), properly addressed, with postage prepaid. If sent by same-day or overnight delivery service, notice shall be deemed given on the day of delivery. The Company and a Certified Supplier may change their representatives for receiving notices contemplated by the Certified Supplier Service Agreement by delivering written notice of their new representatives to the other party.

21.2. No Prejudice of Rights

The failure by either the Company or the Certified Supplier to enforce any of the terms of the Certified Supplier Tariff or of the Certified Supplier Service Agreement signed by any Certified Supplier shall not be deemed a waiver of the right of either to do so.

21.3. Assignment

- a) A Certified Supplier Service Agreement hereunder may not be assigned by the Certified Supplier without (i) any necessary regulatory approval and (ii) the consent of the Company, which consent shall not be unreasonably withheld.
- b) Any assignment occurring hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the parties to the Certified Supplier Service Agreement.

21.4. Governing Law

- a) To the extent not subject to the exclusive jurisdiction of FERC, the formation, validity, interpretation, execution, amendment and termination of the Certified Supplier Tariff or any Certified Supplier Service Agreement shall be governed by the laws of the State of Ohio.
- b) The Certified Supplier Tariff and any Certified Supplier Service Agreement, and the performance of the parties' obligations thereunder, are subject to and contingent upon (i) present and future local, state, and federal laws, and (ii) present and future regulations or orders of any local, state, or federal regulating authority having jurisdiction over the matter set forth herein.

21.5. Effect of Future Orders

If at any time during the term of any Certified Supplier Service Agreement, FERC, the Commission or a court of competent jurisdiction issues an order under which a party hereto believes that its rights, interests and/or expectations under the Certified Supplier Service Agreement are materially affected by said order, the party so affected shall within thirty calendar days of said final order provide the other party with notice setting forth in reasonable detail how said order has materially affected its rights, interests and/or expectations in the Certified Supplier Service Agreement. Within thirty calendar days from the receiving party's receipt of said notice, the parties shall attempt through good faith negotiations to resolve the issue. If the parties are unable to resolve the issue within thirty (30) calendar days from the commencement of negotiations, either party may, at the close of said thirty-calendar-day period, terminate the Certified Supplier Service Agreement, subject to any applicable regulatory requirements, following an additional thirty calendar days' prior written notice to the other party, without any liability or responsibility whatsoever except for obligations arising under this tariff.

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**RATE CS
CERTIFIED SUPPLIER CHARGES**

APPLICABILITY

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

TYPES OF CHARGES

General Certified Supplier Fees

Certified Supplier Registration Fee	\$145.00
End-use Customer Enrollment/Switching Fee (Excludes Governmental Aggregation enrollments/switches)	\$5.00/Switch
Pre-Enrollment End-use Customer Information List Fee (Issued quarterly)	\$150.00/List
Fee for Submitting Required Market Monitoring Reports for Certified Suppliers	\$155.00/Submission

Customer Usage Request Charges

One month of electronic Interval Meter data	\$ 24.00
Twelve months of electronic Interval Meter Data	\$ 32.00

Bill Preparation and Request Charges

Consolidated Bill Preparation

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

Other Bill Preparation Requests

Request by Certified Supplier for a one page Duplicate Bill	\$0.26/Bill
Fee for Providing Commission-Mandated Abandonment Notices as Bill Messages	\$0.22/Bill
Fee for Providing a Company Consolidated and Bill-Ready Residential Bill	\$0.056/Bill
Fee for Providing a Company Consolidated and Bill-Ready Commercial Bill	\$0.268/Bill
Fee for Providing a Company Consolidated and Bill-Ready Industrial Bill	\$3.266/Bill
Fee for Providing a Company Consolidated and Bill-Ready Bill to Other Public Authorities	\$0.649/Bill

BILLING TERMS AND CONDITIONS

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

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

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**RATE CSMS
CERTIFIED SUPPLIER METER SERVICE CHARGES**

APPLICABILITY

These Charges apply to requests by a Certified Supplier to the Company to install Interval Meter equipment and to provide certain meter services that are either requested or required in the Certified Supplier Tariff.

TYPE OF SERVICE

Meter Testing Charges

To the extent a request is made by a Certified Supplier to test an End-use Customer's meter, the following charges will be billed:

Field Test Single Phase Meter	\$48.00/Meter
Field Test Three Phase Meter	\$58.00/Meter
Shop Test Single Phase Meter	\$43.00/Meter
Shop Test Three Phase Meter	\$48.00/Meter

Special Meter Reading Requests

To the extent a request is made by a Certified Supplier to read an End-use Customer's meter, the following Charges will be billed:

Manually obtaining off cycle meter data	\$25.00/Meter
Manually obtaining off cycle Interval Meter data	\$31.00/Meter
Obtaining off cycle Interval Meter data by modem	\$7.00/Meter

BILLING TERMS AND CONDITIONS

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

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

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THIS SHEET IS HEREBY CANCELLED AND WITHDRAWN

Filed pursuant to an Order dated _____ in Case No.11-3549-EL-SSO before the Public Utilities
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