Large Filing Separator Sheet

Case Number: 11-3549-EL-SSO
11-3550-EL-ATA
11-3551-EL-UNC
89-6002-EL-TRF

File Date: 12/22/11

Section: 2 of 2

Number of Pages: 151

Description of Document: Tariffs

DEFINITIONS

1. "Builder/Developer" – someone who builds or contracts for and supervises the construction of any commercial structure or someone who builds or contracts for and supervises the construction of a residence for purposes other than owning and occupying it.

2. "Premium Service Cost" – all costs and expenses incurred by the Company to provide service to the customer in excess of all the costs and expenses of a standard service. Premium Service Costs may include but are not limited to, customer requested oversized facilities or any additional costs that result from customer specifications that are in excess of standard construction, alternate construction routes, special construction costs due to obstructions or other physical factors, additional equipment, as well as costs associated with local ordinances or restrictions and any expenses imposed on the Company that are beyond the Company's control. The Company reserves the right to determine whether the constructions of underground electric distribution facilities are considered standard or premium services.

3. "Residence" – a living structure meeting the permanency requirement which includes a functional domestic kitchen and conventional sleeping facilities in compliance with all applicable residential building codes and regulations.

4. "Standard Service Installation" – is the least cost most direct route to extend facilities, in accordance with good utility practice, to the customer's delivery point from the Company's point of origin at the appropriate voltage level and availability of multi-phase facilities.

TERM OF CONTRACT

The initial contract shall be for a period of fifty (50) months.

SERVICE REGULATIONS

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

Filed pursuant to an Order dated February 24, 2010 in Case No. 09-758-EL-ATA before the Public Utilities Commission of Ohio.

RIDER EEPF
ELECTRICITY EMERGENCY PROCEDURES
FOR
LONG-TERM FUEL SHORTAGES

APPLICABILITY

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

PROCEDURES

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

I. DEFINITIONS

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

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

1. Residences (homes, apartments, nursing homes, institutions, and facilities for permanent residents or transients);
2. Hospitals;
3. Medical and human life support systems and facilities;
4. Electric power generating facilities and central heating plants serving the public;
5. Telephone, radio, television, and newspaper facilities;
6. Local and suburban transit systems and air terminal facilities;
7. Police and fire fighting facilities;
8. Water supply and pumping facilities;

DEFINITIONS (Contd.)

9. Sanitary service facilities for collection, treatment, or disposal of community sewage;

10. Federal facilities essential to national defense or energy supply;

11. Production facilities for natural gas, artificial or synthetic gas, propane, and petroleum fuel; and for fuel refineries;

12. Pipeline transmission and distribution facilities for natural gas, artificial or synthetic gas, propane, and petroleum fuels;

13. Coal mines and related facilities;

14. Production, processing, distribution, and storage facilities for dairy products, meat, fish, poultry, eggs, produce, crackers, bread, and livestock and poultry feed;

15. Buildings and facilities limited to uses protecting the physical plant and structure, appurtenances, product inventories, raw materials, livestock, and other personal or real property; and,

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

B. "non-priority uses" shall mean all uses of electricity other than priority uses.

C. "consumer" shall mean that person or entity who consumes electric energy from Duke Energy Ohio.

D. "normal burn days" shall mean the number of days of Duke Energy Ohio's coal supply available to serve the portion of the sum of Duke Energy Ohio's estimated normal load plus firm sales which will not be provided by firm purchases or by its non-coal generating sources. The methodology for the calculation of normal burn days is contained herein as Section VI.

E. "normal usage" shall mean electric energy consumption by a consumer during the comparable period during the previous year adjusted for weather or other major changes in usage.

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

II. LONG-TERM FUEL SHORTAGE

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

1. notify the PUCO of the potential fuel supply shortage;

2. curtail non-essential use of energy on premises controlled by Duke Energy Ohio including parking and large area lighting and interior lighting except lighting required for security and safety, and other uses of energy both during and outside normal business hours;
3. request authorization from the proper authorities to curtail use of pollution control facilities; and

4. request authorization from the proper authorities to burn non-conforming coal in order to minimize the depletion of coal supplies.

5. apply to the PUCO for a waiver of the economic dispatch provisions of Chapter 4901:1-11, Ohio Administrative Code, to become effective when Duke Energy Ohio's normal burn days reach sixty (60) days, enabling Duke Energy Ohio to minimize depletion of coal supplies by purchasing additional power, utilizing alternate fuels and selective loading of generating units.

B. Voluntary Curtailment:

1. When Duke Energy Ohio's normal burn days reach forty (40) days, Duke Energy Ohio shall request voluntary conservation by all consumers of at least 25% of all non-priority use of electricity.

2. Duke Energy Ohio shall implement a public appeals campaign through the news media to its consumers making appropriate suggestions for achieving usage reductions. These reductions should include but not be limited to the following:

(a) Reduce outdoor lighting;

(b) Reduce general interior lighting levels to minimum levels to the extent this contributes to decreased electricity usage;

(c) Reduce show window and display lighting to minimum levels to protect property;

(d) Reduce the number of elevators operating in office buildings during non-peak hours;

(e) Reduce electric water heating temperature to minimum level;

(f) Minimize work schedules for building cleaning and maintenance, restocking, etc., in order to eliminate the necessity for office or commercial and industrial facilities to be open beyond normal working hours;

II. LONG-TERM FUEL SHORTAGE (Contd.)

(g) Minimize electricity use by maintaining a building temperature of no less than 78 degrees Fahrenheit by operation of cooling equipment and no more than 68 degrees Fahrenheit by operation of heating equipment;

(h) Encourage, to the extent possible, daytime scheduling of entertainment and recreational facilities.

3. Duke Energy Ohio, through the issuing of periodic bulletins to the news media, shall inform the general public of:

(a) The Duke Energy Ohio coal supply level, based on Section VI herein, at least weekly;

(b) The actions which will be required of consumers if it becomes necessary to initiate mandatory curtailment of electric energy and the procedures to be followed prior to and during the period electric usage is restricted; and

(c) The procedures to be followed by consumers wishing to substantiate a claim for "electric priority uses."

C. Mandatory Curtailment - Stage One:

1. When Duke Energy Ohio's normal burn days reach thirty (30) days, consumers shall curtail the use of electricity as follows:

(a) All previous measures shall be continued except as amended below;

(b) All non-priority outdoor lighting is prohibited;

(c) All public, commercial, and industrial buildings shall minimize electricity use by maintaining a building temperature of no less than 85 degrees Fahrenheit by cooling equipment and no more than 60 degrees Fahrenheit by the operation of heating equipment, except where health requirements or equipment protection deem such measures to be inappropriate.

(d) All public, commercial, and industrial buildings shall reduce interior lighting to the minimum levels essential for continued work and operations to the extent this contributes to decreased use of electric energy.

D. Mandatory Curtailment - Stage Two:

1. When Duke Energy Ohio's normal burn days reach twenty-five (25) days, consumers shall curtail the use of electricity as follows:

(a) All previous measures shall be continued except as amended below.

II. LONG-TERM FUEL SHORTAGE (Contd.)

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

E. Mandatory Curtailment - Stage Three:

1. When Duke Energy Ohio's normal burn days reach twenty (20) days, consumers shall curtail the use of electricity as follows:

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

F. Mandatory Curtailment - Stage Four:

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

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

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

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

V. PENALTIES

A. Failure of a consumer to comply with Duke Energy Ohio's mandatory curtailment stages may subject that consumer's electric service to disconnection by Duke Energy Ohio. Where Duke Energy Ohio discovers that a consumer has exceeded its directed usage limitation by more than 15% in a 30 day period, Duke Energy Ohio shall notify the PUCO that on the third working day after said discovery, it shall disconnect electric service to such consumer until the fuel supply emergency is relieved.

B. Penalties for failure to comply with rules of Chapter 4901:5-19 of the Ohio Administrative Code, when invoked by the governor, are:
4901:5-19-05 Penalties

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

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

(B) a misdemeanor of the first degree

(1) upon subsequent offenses, or

(2) if the violation was purposely committed.

VI. METHODOLOGY FOR THE CALCULATION OF NORMAL BURN DAYS

Assumptions

Energy Forecast

Project normal consumption for predicted weather conditions.

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

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

Power Exchange

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

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

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

Economy and emergency purchases are not considered in calculations.

Generation from Non-Coal Fuels

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

Unit Outages

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

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

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

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

Jointly Owned Units

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

Efficiency of Coal Burn

Assume current burn efficiency (Tons/MWH).

Formula for the Calculation of Utility Burn Days

	Utility system forecast (MWH)[1]
plus	Firm sale commitments (MWH)
minus	Firm purchase commitments (MWH)
minus	Anticipated MWH production from non-coal sources

VI. METHODOLOGY FOR THE CALCULATION OF NORMAL BURN DAYS

equals Coal-fired requirement (MWH/monthly)*

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

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

(1) Normal--weather adjusted for the month.
* Monthly or weekly data is converted into daily data.

Stepwise Calculation of Normal Burn Days.

Step 1 Forecast for successive future months the MWH to be provided from company coal-fired generation. This is equal to: (a) company load plus (+) (b) firm sales minus (-) (c) firm purchases minus (-) (d) MWH provided from company non-coal generation.

Step 2 Convert the MWH to be provided from company coal-fired generation (Step I) into tons of coal using an average burn rate.

Step 3 Determine the tons of coal available at the start of the forecast period and at the end of successive months using the data from Step 2.

Step 4 Determine from Step 3 the number of days it would take to exhaust the coal supply.
Such number of days is the number of Normal Burn Days.

Step 5 Divide the tons of coal available at the start of the period by the Normal Burn Days to obtain the daily requirement (tons/day).

PUBLIC UTILITIES COMMISSION OF OHIO

ENERGY EMERGENCY RULES

SUPPLEMENT TO SHEET NO. 74

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

4901:5-19-01 Definitions

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

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

(1) Residences (homes, apartments, nursing homes, institutions, and facilities for permanent residents or transients);

(2) Hospitals;

(3) Medical and human life support systems and facilities;

(4) Electric power generating facilities and central heating plants serving the public;

(5) Telephone, radio, and newspaper facilities;

(6) Local and suburban transit systems and air terminal facilities;

(7) Police and fire fighting facilities;

(8) Water supply and pumping facilities;

(9) Sanitary service facilities for collection, treatment, or disposal of community sewage;

(10) Federal facilities essential to national defense or energy supply;

(11) Production facilities for natural gas, artificial or synthetic gas, propane, and petroleum fuel and for fuel refineries;

(12) Pipeline transmission and distribution facilities for natural gas, artificial or synthetic gas, propane, and petroleum fuels;

(13) Coal mines and related facilities;

(14) Production, processing, distribution, and storage facilities for dairy products, meat, fish, poultry, eggs, produce, crackers, bread, and livestock and poultry feed;

(15) Buildings and facilities limited to uses protecting the physical plant and structure, appurtenances, product inventories, raw materials, livestock, and other personal or real property; and

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

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

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

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

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

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

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

Appendix A

Methodology for the Calculation of Utility Normal Burn Days

Assumptions

Energy Forecast

Project normal consumption for predicted weather conditions.

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

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

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

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

Power Exchange

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

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

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

Economy and emergency purchase are not considered in calculations.

Generation from Non-Coal Fuels

Figure in only anticipated MWH on non-coal generation.

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

Unit Outages

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

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

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

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

Jointly Owned Units

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

Efficiency of Coal Burn

Assume current burn efficiency (Tons/MWH).

Formula for the Calculation of Utility Normal Burn Days

	Utility system forecast (MWH)[1]
plus	Firm sale commitments (MWH)
minus	Firm purchase commitments (MWH)
minus	Anticipated MWH production from non-coal sources
equals	Coal-fired requirement (MWH/month)*

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

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

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

Formula for the calculation of Statewide Normal Burn Days

for N utilities

$$\frac{\text{Coal Available Util. \#1 (tons)} + \text{Coal Avail. Util. \#2} + \ldots + \text{Coal Available Utility N}}{\text{Daily Requirement Util. \#1 (tons/day)} + \text{Daily Req. Util. \#2} + \ldots + \text{Daily Req. Utility N}} = \text{Statewide Normal Burn Days}$$

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

* Monthly or weekly data is converted into daily data.

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

Step 1. Forecast for successive future months the MWH to be provided from company coal-fired generation. This is equal to: (a) company load plus (+) (b) firm sales minus (-) (c) firm purchases minus (-) (d) MWH provided from company non-coal generation.

Step 2. Convert the MWH to be provided from company coal-fired generation (Step 1) into tons of coal using an average burn rate.

Step 3. Determine the tons of coal available at the start of the forecast period and at the end of successive months using the data from Step 2.

Step 4. Determine from Step 3 the number of days it would take to exhaust the coal supply. Such number of days is the number of Utility Normal Burn Days.

Step 5. Divide the tons of coal available at the start of the period by the Utility Normal Burn Days to obtain the daily requirement (tons/day).

Step 6. Determine the Statewide Normal Burn Days by determining the number of days it would take to exhaust coal available to all utilities in the state based on their daily requirements.

4901:5-19-02 General provisions

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

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

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

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

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

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

(G) When any electric utility having a generating capacity of five hundred megawatts or more advises the Commission of its intention to implement its long-term fuel emergency plan, all electric utilities having a generating capacity of fifty megawatts or more shall, upon notification by the Commission, file a weekly report of electric supply adequacy in the form prescribed by the Commission. Upon request of the Chairman, the report of electric supply adequacy shall be filed daily.

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

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

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

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

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

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

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

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

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

(A) Voluntary curtailment:

(1) When the statewide normal burn days reach forty days or when it is determined by the governor that such action is appropriate, each electric utility which has not imposed mandatory curtailments under its Commission plan shall increase its efforts to effect voluntary conservation by all consumers of at least twenty-five percent of all non-priority use of electricity.

(2) Each electric utility shall implement a public appeals campaign through news media to its consumers making appropriate suggestions for achieving usage reductions. These reductions should include but not be limited to the following:

(a) Reduce outdoor lighting;

(b) Reduce general interior lighting levels to minimum levels to the extent this contributes to decreased electricity usage;

(c) Reduce show window and display lighting to minimum levels to protect property;

(d) Reduce the number of elevators operating in office buildings during non-peak hours;

(e) Reduce electric water heating temperature to minimum level;

(f) Minimize work schedules for building cleaning and maintenance, restocking, etc., in order to eliminate the necessity for office or commercial and industrial facilities to be open beyond normal working hours;

(g) Minimize electricity use by maintaining a building temperature of no less than seventy-eight degrees Fahrenheit by operation of cooling equipment and no more than sixty-eight degrees Fahrenheit by operation of heating equipment;

(h) Encourage, to the extent possible, daytime scheduling of entertainment and recreational facilities.

(3) Each electric utility through the issuing of periodic bulletins shall inform the general public of:

(a) The coal supply level, based on "Appendix A," at least weekly;

(b) The actions which will be required of consumers if it becomes necessary to initiate mandatory curtailment of electric energy and the procedures to be followed prior to and during the period electric usage is restricted; and

(c) The procedures to be followed by consumers wishing to substantiate a claim for "electric priority uses" as defined in rule 4901:5-19-01 of the Administrative Code.

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

(5) The Commission shall calculate the statewide normal burn days and make it available to the governor, the utilities, and the public.

(6) The Commission may encourage all utilities to purchase and to share energy among themselves to aid in alleviating existing energy shortages and to prevent even more severe future energy shortages.

(7) All utilities shall reduce internal consumption of electric energy to the maximum degree possible, consistent with safe, efficient operation. The use of electricity on premises, including parking and large area lighting and interior lighting, shall be curtailed except lighting essential for security or safety.

(8) Upon the order of the Commission or the governor, each electric utility operating generating capacity shall load plants to optimize fuel usage.

(9) When it is determined such action is appropriate, the governor, in consultation with the director of the Ohio environmental protection agency, may:

(a) Request authorization from the proper authorities to curtail use of pollution control facilities;

(b) Request authorization from the proper authorities to burn non-conforming coal in order to maximize use of the remaining stockpiles; and/or

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

(B) Mandatory curtailment -- stage one:

(1) When the statewide normal burn days reach thirty days or when it is determined by the governor

that such action is appropriate, consumer use of electricity shall be curtailed as follows:

(a) All previous measures shall be continued except as amended infra;

(b) All non-priority outdoor lighting is prohibited;

(c) All public, commercial, and industrial buildings shall minimize electricity use by maintaining a building temperature of no less than eight-five degrees Fahrenheit by cooling equipment and no more than sixty degrees (sic) Fahrenheit by the operation of heating equipment, except where health requirements or equipment protection deem such measures to be inappropriate;

(d) All public, commercial, and industrial buildings shall reduce interior lighting to the minimum levels essential for continued work and operations to the extent this contributes to decreased use of electric energy.

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

(a) The utility has informed the Commission; and

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

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

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

(5) The Commission may:

(a) Monitor and verify each Ohio electric utility's coal stock pile as reported under paragraph (F) of rule 4901:5-19-02 of the Administrative Code, burn day level and energy purchases on a daily basis;

(b) Assure that each electric utility uses non-coal fuels for generation and purchases energy through the grid to the extent possible, consistent with system stability and reliability and the availability of non-coal fuels.

(C) Mandatory curtailment -- stage two:

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

(D) Mandatory curtailment -- stage three:

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

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

(E) Mandatory curtailment -- stage four:

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

4901:5-19-05 Penalties

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

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

(B) A misdemeanor of the first degree

(1) Upon subsequent offenses, or

(2) If the violation was purposely committed.

RIDER EEPC

EMERGENCY ELECTRIC PROCEDURES

APPLICABILITY

Applicable in the entire territory where P.U.C.O. Electric No. 19 applies in the event of an energy emergency which necessitates curtailment of electric service, Duke Energy Ohio may curtail electrical service to its customers in the manner set forth herein, either at its sole discretion, or under applicable policies, guidelines, directives or procedures issued by the East Central Area Reliability Council (ECAR), National Electric Reliability Council (NERC), the Midwest Independent Transmission System Operator, Inc. (Midwest ISO), or their successor organizations, or when required by the Public Utilities Commission of Ohio (Commission).

PROCEDURES

I. General Rules Applicable to Energy Emergency

Emergency electrical procedures may be necessary in the event of electric supply shortages, transmission constraints, or other emergency conditions in the assigned service area of Duke Energy Ohio and/or outside the assigned service area of Duke Energy Ohio.

An emergency means an anticipated or existing shortage in the supply of or constraint in the transmission or distribution of electrical energy, which has or may adversely affect the operation or reliability of generating or transmission and distribution facilities.

In the event of an emergency, Duke Energy Ohio may take any remedial measure that it deems reasonably necessary to alleviate the emergency condition or that may be required either by the Commission or under applicable policies, guidelines, directives or procedures issued by ECAR (including the then current revision of ECAR Document No. 3, Emergency Operations), NERC, the Midwest ISO, or their successor organizations, or Duke Energy Ohio's emergency plan. During an emergency, Duke Energy Ohio will follow the procedures set forth herein with regard to essential customers as defined in Section II, below. Duke Energy Ohio will take the remedial measures to alleviate the emergency conditions as set forth in Section III, below.

II. Essential Customers

Essential customers are defined as follows:

(A) hospitals and emergency care facilities, which shall be limited to those facilities providing medical care and performing in-patient surgery on patients;

(B) federal, state and county prisons and detention institutions;

(C) police and fire stations, Ohio national guard facilities, military bases, and federal facilities essential to the national defense;

(D) "critical customers," which means any customer or consumer on a medical or life support system for whom an interruption of service would be immediately life threatening and who is enrolled in Duke Energy Ohio's program for critical customers;

(E) radio and television stations used to transmit emergency messages and public information broadcasts relating to emergencies;

II. Essential Customers (Contd.)

(F) water pumping plants essential to the supply of potable water to a community;

(G) sewage plants essential to the collection, treatment or disposal of a community's sewage;

(H) emergency management and response facilities and the county-wide "911" system;

(I) nursing homes;

(J) central office telephone switching stations; and

(K) blood banks.

Duke Energy Ohio does not guarantee a continuous and uninterrupted flow of power to any customer. Power interruptions may occur due to many causes other than the emergency procedures set forth herein. Further, essential customers should expect that their power may be interrupted in the event of an emergency due to the nature of the emergency and the normal configuration of electric supply systems.

Essential customers are responsible for anticipating the possibility that power may be interrupted and for developing contingency plans if continuity of service is essential. Such contingency plans may include installing on-site backup generation, uninterruptible power supplies, other alternative power sources or evacuation to another location.

Duke Energy Ohio will make reasonable efforts to maintain service to essential customers during an emergency and will attempt to minimize the time period of any interruption, when practical. Duke Energy Ohio may, however, curtail power to essential customers during an emergency. Duke Energy Ohio will attempt to identify essential customers and maintain a list of these customers for its load curtailment plans. Duke Energy Ohio will verify and update this list annually and review its curtailment rotation schedules in an attempt to minimize the number of essential customers affected by curtailment.

Residential customers may request to participate in Duke Energy Ohio's program for critical customers. Residential customers requesting to participate in this program must initially obtain a Medical Certificate from a licensed physician as to the need for and use of life support equipment in their household and must submit the certificate to Duke Energy Ohio along with their request to enroll in the program.

Upon enrollment in the program, Duke Energy Ohio will notify the customer in writing of the customer's options and responsibilities during an interruption, such as the need for backup generation, uninterruptible power supplies, other alternative power sources or evacuation to another location. Duke Energy Ohio will also notify these customers that it cannot guarantee a continuous and uninterrupted flow of power. Duke Energy Ohio will annually verify the customers' eligibility to continue to participate in the program.

II. Essential Customers (Contd.)

Any non-residential customer may apply to be considered an essential customer, provided they must notify Duke Energy Ohio in writing of this request and provide the specific reasons why they should be considered an essential customer. Duke Energy Ohio will respond in writing within ten days of receipt of the request informing the customer whether, in Duke Energy Ohio's sole discretion, they will be classified as a non-residential essential customer. Non-residential essential customers are also encouraged to develop contingency plans for use during an emergency, such as the need for backup generation, interruptible power supplies, other alternative power sources or evacuation to another location.

Essential customers should prepare to implement their contingency plans any time that Duke Energy Ohio makes a public appeal for voluntary conservation, due to the possibility that Duke Energy Ohio may experience an emergency during such time that Duke Energy Ohio makes public appeals for voluntary conservation.

If Duke Energy Ohio has adequate advance notice that an emergency may occur, then Duke Energy Ohio will attempt to call critical customers to alert them of the possibility of a power interruption. Due to the frequently sudden onset of an emergency and the time necessary to contact all critical customers, Duke Energy Ohio may not be able to contact critical customers in advance of an emergency.

III. Remedial Measures in the Event of Emergency

In case of an emergency, Duke Energy Ohio will exercise the following series of load reduction measures to match the load with available generation. These measures are arranged in order of severity of the measures necessary to alleviate the emergency conditions presented. In the case of a sudden or unanticipated emergency, the urgency of the situation may require Duke Energy Ohio to immediately implement the more severe measures.

Pricing Signals and Special Contracts

Duke Energy Ohio offers a variety of pricing signals using approved tariffs and special contracts to encourage customers to reduce their load when generation is in short supply. Participating customers may elect to voluntarily reduce their demand based on the terms of these tariffs and contracts.

Internal Conservation

Duke Energy Ohio will reduce its own energy consumption by instructing its employees to adjust thermostats, turn off lights and reduce other non-essential loads at Duke Energy Ohio facilities.

Voltage Reduction

Duke Energy Ohio may reduce voltages. However, Duke Energy Ohio will not reduce voltage more than 5% below normal allowable ranges.

Public and Targeted Appeals for Voluntary Conservation

Duke Energy Ohio will issue news releases to request customers to voluntarily conserve electricity, with suggestions on how to conserve. Duke Energy Ohio will also contact large commercial and industrial customers (1000 kW or more) requesting them to conserve energy.

III. Remedial Measures in the Event of Emergency (Contd.)

Public and Targeted Appeals for Voluntary Conservation (Contd.)

Depending on the nature of the emergency, Duke Energy Ohio will issue additional news releases advising customers of a more critical need for voluntary conservation and also notifying customers that Duke Energy Ohio may implement rotating blackouts if the emergency conditions are not alleviated. Duke Energy Ohio will contact large commercial and industrial customers (1000 kW or more) requesting them to curtail all non-essential load.

Automatic Reserve Sharing

Automatic Reserve Sharing is a standard method for utilities to aid an adjoining, interconnected utility whose power reserves are low by transmitting power through the interconnection points to raise the reserves of the affected utility. In time of emergency, Duke Energy Ohio may utilize Automatic Reserve Sharing.

Manual, Involuntary Load Curtailment

Duke Energy Ohio may implement manual load curtailment, which is a controlled process of rotating customer outages during extreme emergencies. NERC policies may require manual curtailment when Duke Energy Ohio experiences an emergency. NERC policies may also require manual curtailment when the reliability of the Eastern Interconnect is threatened by supply or transmission problems unrelated to conditions within Duke Energy Ohio's transmission system.

Automatic Load Curtailment

Duke Energy Ohio may implement automatic load curtailment, which is a process where under-frequency relays are used to shed load as soon as the relays detect problems based upon the system frequency. NERC policies may require automatic curtailment when Duke Energy Ohio experiences an emergency or when the Eastern Interconnect is threatened by transmission system reliability problems unrelated to conditions affecting Duke Energy Ohio's transmission system.

IV. Curtailment Procedures

Involuntary load curtailment is generally accomplished via remote control of circuits that feed large individual customers and/or general distribution loads. Most general distribution circuits supply many customers including one or more essential customers. Duke Energy Ohio will analyze circuits for curtailment eligibility based upon the ability to perform curtailment via remote control and upon the type of load the circuits serve. Duke Energy Ohio will attempt to limit the number of essential customers affected by involuntary load curtailments; however, given the number of circuits within Duke Energy Ohio's system and the number of customers served by Duke Energy Ohio, it is likely that Duke Energy Ohio will interrupt power to some essential customers if involuntary load curtailment procedures become necessary to alleviate emergency conditions. Duke Energy Ohio will adjust manual involuntary curtailment schedules and attempt to provide advance notification to essential customers if involuntary load curtailment occurs.

Duke Energy Ohio will advise the Commission of the nature, time and duration of all implemented emergency conditions and procedures which affect normal service to customers.

Duke Energy Ohio may initiate the following actions, as it deems appropriate, in the event of an emergency where curtailment is imminent or necessary.

IV. Curtailment Procedures (Contd.)

(A) If Duke Energy Ohio is unable to balance its generation and interchange schedules to its load after using all available resources, Duke Energy Ohio may, at its discretion, declare an emergency state to the NERC/ECAR Security Coordinator.

(B) Duke Energy Ohio may enter into power purchases to the extent that generation resources are reasonably available and transmission loading will allow.

(C) Duke Energy Ohio may use any or all of the remedial measures in section III, above.

(D) If the transmission system frequency is above 59.8 Hz and Duke Energy Ohio cannot reasonably balance resources to load, then Duke Energy Ohio may curtail firm load to balance resources to load.

(E) If the transmission system frequency is at or below 59.8 Hz, then Duke Energy Ohio may curtail firm load to balance resources to load.

(F) If the transmission system frequency is at or below 59.7 Hz, then Duke Energy Ohio may curtail firm load to assist in maintaining regional system integrity.

Automatic under-frequency load shedding may occur in the event of a sudden decline of the frequency on the ECAR System or a sudden breakup that isolates all or parts of the Ohio transmission system from other interconnected transmission systems. The under-frequency load shed may occur according to the following schedule, with each step shedding approximately an additional five percent of load as compared to the system load:

Step	Freq-Hz	Approximate % Load Shed
1	59.5	5.0
2	59.3	5.0
3	59.1	5.0
4	58.9	5.0
5	58.7	5.0

Under these circumstances, Duke Energy Ohio will interrupt power of selected distribution circuits and lines serving customers throughout its assigned service area at Duke Energy Ohio's sole discretion.

If automatic load shedding has occurred and frequency is still declining, Duke Energy Ohio may take any additional actions that it deems reasonably necessary to arrest the decline. This may include additional load shedding and coordinated network separations.

If necessary to resynchronize the isolated area or to curtail the decline in frequency, Duke Energy Ohio may take the following steps in the sequence set forth below:

IV. Curtailment Procedures

(A) Duke Energy Ohio may, at its discretion, interrupt power to controlled service loads and to loads rendered service under interruptible tariffs.

(B) Duke Energy Ohio may reduce voltage up to five percent when deemed appropriate.

(C) Duke Energy Ohio may manually shed load.

Duke Energy Ohio shall not be liable for power interruptions attributable to:

(A) The availability of or malfunctions in generation or transmission facilities;

(B) Malfunctions in the local distribution system due to conditions beyond Duke Energy Ohio's control, such as storms, floods, vandalism, strikes, fires, or accidents caused by third parties;

(C) Duke Energy Ohio following any applicable orders, policies, guidelines, directives or procedures issued by the Commission, governmental authorities, East Central Area Reliability Council (ECAR), National Electric Reliability Council (NERC), the Midwest ISO, or their successor organizations;

(D) provided that Duke Energy Ohio makes reasonable efforts to restore service as soon as reasonably practicable.

Notwithstanding the foregoing, Duke Energy Ohio may be liable for damages resulting from power interruptions attributable to its gross negligence or willful misconduct.

The provisions of these Emergency Electric Procedures are subject to the provisions of Duke Energy Ohio's Retail Electric Tariff, as then in effect and approved by the Commission, including but not limited to the provisions of Duke Energy Ohio's General Terms And Conditions For Electric Service.

RIDER LM

LOAD MANAGEMENT RIDER

APPLICABILITY

The Off Peak Provision of this Load Management Rider is applicable to customers receiving service under the provisions of the respective distribution or transmission service rate schedules.

OFF PEAK PROVISION

The "off peak period" for the summer season is defined as the period from 8:00 p.m. of one day to 11:00 a.m. of the following day; Friday from 8:00 p.m. to 11:00 a.m. of the following Monday; and from 8:00 p.m. of the day preceding a legal holiday to 11:00 a.m. of the day following that holiday. The "off peak period" for the winter season is defined as the period 2:00 p.m. to 5:00 p.m. and from 9:00 p.m. of one day to 9:00 a.m. of the following day; Friday from 9:00 p.m. to 9:00 a.m. of the following Monday; and from 9:00 p.m. of the day preceding a legal holiday to 9:00 a.m. of the day following that holiday. The following are recognized legal holidays as far as load conditions of the Company's system are concerned: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day or with the exception that if the foregoing holidays occur on a Sunday, the following Monday is considered a holiday.

The "on peak period" is defined as all hours exclusive of the "off peak period" hours set forth in the preceding paragraph.

I. For customers with demand meters having a programmable time-of-use (TOU) register and an average monthly demand not exceeding five hundred (500) kilowatts ("TOU customers"), where electric service is furnished under the provisions of the Company's existing distribution service rate schedules:

   A. For purposes of administration of this rider for TOU customers, the summer season, as stated above, is the period beginning June 1 and ending September 30. The winter season consists of all other days which have not been recognized in the summer season.

   B. A demand meter with programmable TOU register will be installed as such metering equipment and Company personnel are available.

   C. The customer will be required to pay the current installed cost of the TOU metering equipment in excess of the current installed cost of the standard demand register equipment, normally installed by the Company, which is required under the provisions of the applicable service tariff schedule. All metering equipment shall remain the property of the Company which shall be responsible for its installation, operation, maintenance, testing, replacement, or removal.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

OFF PEAK PROVISION (Contd.)

D. When a customer elects the Off Peak Provision, the monthly customer charge of the applicable service tariff schedule will be increased by an additional monthly charge of seven_dollars and fifty cents ($7.50) for each installed TOU meter. In addition, the DEMAND provision shall be modified to the extent that the billing demand shall be based upon the "on peak period," as defined above.

II. For customers with an interval meter for billing ("Interval customers"), and where electric service is furnished under the provisions of either the applicable distribution service tariff schedule or transmission service tariff schedule:

A. For purposes of administration of this rider for all Interval customers, the summer billing period begins with consumption after the customer's May meter reading and ends with the consumption billed as a result of the September meter reading. The following is an example of how the summer period by billing cycle is defined: For customers in the first billing cycle (Cycle 1), the summer billing season would cover the approximate period of May 1 through September 1. For customers in the last billing cycle (Cycle 21), the summer period would cover the approximate period of May 31 through September 30. The meter reading dates by billing cycle may vary based on the Company's meter reading schedule. The winter season consists of all other days which have not been recognized in the summer season.

B. The "off peak period" billing demand will be taken at fifty (50) percent of the highest fifteen minute demand established during the "off peak period," as defined above.

C. When a customer elects this Off Peak Provision, the monthly customer charge of the applicable service tariff schedule will be increased by an additional monthly charge of one_hundred fifty dollars ($150.00).

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

TERMS AND CONDITIONS

The term of contract shall be for a minimum period of one (1) year.

The Company shall not be required to increase the capacity of any service facilities in order to furnish off peak demands. The Company reserves the right, upon 30 days notice to customers affected, to change the time or times during which on peak demands may be established.

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

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

RIDER TES

THERMAL ENERGY STORAGE RIDER

APPLICABILITY

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

NET MONTHLY BILL

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

BILLING DEMAND

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

TERMS AND CONDITIONS

The off peak period for the summer season is defined as the period from 8:00 p.m. of one day to 11:00 a.m. of the following day; Friday from 8:00 p.m. to 11:00 a.m. of the following Monday; and from 8:00 p.m. of the day preceding a legal holiday to 11:00 a.m. of the day following that holiday. The following are recognized as legal holiday as far as load conditions of the Company's system are concerned: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas or on the day nationally designated to be celebrated as such with the exception that if the foregoing holidays occur on a Sunday, the following Monday is considered a holiday. The summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September.

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

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

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

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

RIDER GP

GOGREEN RIDER

APPLICABILITY

Applicable to all customers who wish to purchase GoGreen units from the Company-sponsored GoGreen program and who enter a service agreement with the company. This rider will be available until December 31, 2011.

DEFINITION OF GOGREEN

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

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

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

GOGREEN COMPETITIVE RETAIL ELECTRIC SERVICE MARKET PRICE

1. Rate RS, Rate RSLI, Rate RS3P, Rate TD-AM. Rate TD-CPP_LITE, Rate TD-LITE, Rate ORH, and Rate TD:
   For all GoGreen units .....$1.00 per unit per month

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

2. All other rates:
   Individually calculated GoGreen Rate per service agreement which may also include carbon credits.

NET MONTHLY BILL

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

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

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

TERMS AND CONDITIONS

1. The customer shall enter into a service agreement with Company that shall specify the amount in GoGreen units and price of GoGreen units to be purchased monthly. Customer shall give Company thirty (30) days notice prior to cancellation of participation in this rider.

2. Funds from the GoGreen Rate will be used to purchase Renewable Energy Certificates and/or carbon credits from renewable and environmentally friendly sources as described in the DEFINITION OF GOGREEN section and for customer education, marketing, and costs of the GoGreen Program.

3. Renewable Energy Certificate ("REC") shall mean tradable units that represent the commodity formed by unbundling the environmental attributes of a unit of renewable or environmentally friendly energy from the underlying electricity. One REC would be equivalent to the environmental attributes of one MWH of electricity from a renewable or environmentally friendly generation source.

4. Company may transfer RECs or Carbon Credits at the prevailing wholesale market prices to and from third parties, including affiliated Companies.

5. Company reserves the right to terminate the Rider or revise the pricing or minimum purchase amount of the Rider after giving 60 days notice.

6. Carbon Credit shall mean tradable units that represent the reduction of the release of a greenhouse gas in the equivalent of one ton CO_2.

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

SERVICE REGULATIONS

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

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

RIDER EER

ENERGY EFFICIENCY REVOLVING LOAN PROGRAM RIDER

APPLICABILITY

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

CHARGE

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

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

Issued: March 31, 2006 Effective: April 3, 2006

Issued by Sandra P. Meyer, President

RIDER OET

OHIO EXCISE TAX RIDER

APPLICABILITY

Applicable to all jurisdictional retail customers in the Company's electric service area except that customers who meet the eligibility requirements contained in section 5727.81 of the Ohio Revised Code may elect to self-assess this tax.

CHARGE

The Ohio excise tax is applicable to all usage on and after May 1, 2001 as follows:

First 2,000 kWh	$0.00465 per kWh
Next 13,000 kWh	$0.00419 per kWh
Additional kWh	$0.00363 per kWh

Filed pursuant to an Order dated November 22, 2011in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

RIDER RTC

REGULATORY TRANSITION CHARGE RIDER

THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

RIDER SC

SHOPPING CREDIT RIDER

THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

Issued: December 19, 2011 Effective: January 1, 2012

Issued by Julie Janson, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

RIDER USR

UNIVERSAL SERVICE FUND RIDER

APPLICABILITY

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

CHARGE

All kWh are subject to the Universal Service Fund Rider. The amount to be charged monthly beginning January 3, 2012 shall be as follows:

First 833,000 kilowatt-hours	$0.0012231 per kWh
All Additional kilowatt-hours	$0.0004690 per kWh

Filed pursuant to an Order dated December 14, 2011 in Case No. 11-3223-EL-USF before The Public Utilities Commission of Ohio.

Issued: December 21, 2011 Effective: January 3, 2012

Issued by Julie Janson, President

RIDER PLM

PEAK LOAD MANAGEMENT PROGRAM

AVAILABILITY

Applicable to Customers served under the Standard Rates DS, DP, and TS or Rate RTP. Customers electing to choose an alternative supplier will only be able to participate in the emergency program as described in the Service Agreement.

PROGRAM DESCRIPTION

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

SERVICE OPTIONS

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

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

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

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

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

Demand Reduction Option

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

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

Energy Reduction Below Baseline

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

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

Generation Sell Back

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

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

Generation Sell Back

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

BILLING UNDER STANDARD RATES

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

BILLING UNDER RATE RTP

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

PROGRAM EQUIPMENT

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

Customer may purchase from either Company or other third-party suppliers any other necessary equipment or software packages to facilitate participation in this PLM Program. While Customers are encouraged to use such equipment or software packages to maximize benefits under this PLM Program, it is not a requirement for program participation. It is Customer's responsibility to ensure the compatibility of third-party equipment or software packages with any Company owned equipment or software packages.

CUSTOMER GENERATION

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

TERM AND CONDITIONS

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

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

Issued pursuant to an Order dated January 20, 2010 in Case No. 09-780-EL-ATA before the Public Utilities Commission of Ohio.

TERM AND CONDITIONS

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

RIDER UE-GEN

UNCOLLECTIBLE EXPENSE – ELECTRIC GENERATION 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, except for those customer accounts not designated for Duke Energy Ohio's Purchase of Accounts Receivable.

DESCRIPTION

This rider enables the recovery of uncollectible accounts expense related to generation service including Percentage of Income Payment (PIPP) customer installments not collected through the Universal Service Fund Rider. 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 2012.

CHARGE

A charge of $0.000000 per kWh shall be applied to all kWh delivered to residential customers. A charge of $0.00 per bill shall be applied to each non-residential customer.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

RIDER BTR

BASE TRANSMISSION RIDER

APPLICABILITY

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

CHARGE

The Base Transmission Rider charges detailed below are to recover transmission costs related to the provision of retail transmission service in Duke Energy Ohio's service territory. Costs recoverable in this rider include transmission-related costs charged to Duke Energy Ohio by the Federal Energy Regulatory Commission (FERC), a FERC-approved regional transmission organization, or the Public Utilities Commission of Ohio (PUCO) including:

Schedule 1A	Transmission Owner Scheduling, System Control, and Dispatch
Schedule 2	Reactive Supply and Voltage Control from Generation or Other Sources Service
Schedule 12	Transmission Enhancement Charges

Network Integrated Transmission Service – Pursuant to Attachment H-22A
Transmission Expansion Planning Costs billed directly or indirectly from the Midwest ISO, Inc.
Consultant fees incurred by the PUCO and billed to Duke Energy Ohio
Other transmission-related costs incurred by Duke Energy Ohio as approved by the FERC and the PUCO.

Costs recoverable under Rider BTR are limited to those charges approved by the FERC and the PUCO subject to R.C. 4928.05 and O.A.C. 4901:1-36.

Rider BTR contains two components: a BTR charge and an RTEP credit to reflect a Stipulation approved by the Commission in Case No. 11-2641-EL-RDR. Both components apply to all customers. The RTEP credit is a reduction to bills for all rate classes and reflects an agreement to credit the first $121 million in RTEP costs billed to the Company's retail load.

RATE

The BTR charges and RTEP credits for each rate schedule are shown in the following tables. Both the BTR charge and the offsetting RTEP credit apply to all customers:

BTR Charge Tariff Sheet	BTR Charge (per kWh\kW)
Rate RS, RSLI, RS3P, Residential Service	
All kWh	$0.004238
Rate ORH, Optional Residential Service With Electric Space Heating	
All kWh	$0.004238
Rate TD-AM, Time-of-Day Rate For Residential Service With Advance Metering	
All kWh	$0.004238

Filed pursuant to an Order dated December 14, 2011 in Case No. 11-5778-EL-RDR before the Public Utilities Commission of Ohio.

BTR Charge Tariff Sheet	BTR Charge (per kWh\kW)
Rate TD, Optional Time-of-Day Rate	
All kWh	$0.004238
Rate CUR, Common Use Residential Rate	
All kWh	$0.004238
Rate TD-CPP_LITE, Optional Critical Peak Pricing Rate For Residential Service With Advance Metering	
All kWh	$0.004238
Rate TD-LITE, Optional Time-of-Day Rate For Residential Service With Advance Metering	
All kWh	$0.004238
Rate DS, Service at Secondary Distribution Voltage	
All kW	$0.976900
Rate GS-FL, Optional Unmetered For Small Fixed Loads	
All kWh	$0.003223
Rate EH, Optional Rate For Electric Space Heating	
All kWh	$0.003352
Rate DM, Secondary Distribution Service, Small	
All kWh	$0.003249
Rate DP, Service at Primary Distribution Voltage	
All kW	$1.182300
Rate SFL–ADPL, Optional Unmetered Rate For Small Fixed Loads Attached Directly to Company's Power Lines	
All kWh	$0.003223
Rate TS, Service at Transmission Voltage	
All kVA	$1.296000
Rate SL, Street Lighting Service	
All kWh	$0.002761
Rate TL, Traffic Lighting Service	
All kWh	$0.002761
Rate OL, Outdoor Lighting Service	
All kWh	$0.002761
Rate NSU, Street Lighting Service for Non-Standard Units	
All kWh	$0.002761
Rate NSP, Private Outdoor Lighting for Non-Standard Units	
All kWh	$0.002761
Rate SC, Street Lighting Service - Customer Owned	
All kWh	$0.002761
Rate SE, Street Lighting Service - Overhead Equivalent	
All kWh	$0.002761
Rate UOLS, Unmetered Outdoor Lighting Electric Service	
All kWh	$0.002761

Filed pursuant to an Order dated December 14, 2011 in Case No. 11-5778-EL-RDR before the Public Utilities Commission of Ohio.

RTEP Credit

Tariff Sheet	RTEP Credit (per kWh)
Rate RS, RSLI, RS3P, Residential Service	$0.000505
Rate ORH, Optional Residential Service With Electric Space Heating	$0.000505
Rate TD-AM, Time-of-Day Rate For Residential Service With Advance Metering	$0.000505
Rate TD, Optional Time-of-Day Rate	$0.000505
Rate CUR, Common Use Residential Rate	$0.000505
Rate TD-CPP_LITE, Optional Critical Peak Pricing Rate For Residential Service With Advance Metering	$0.000505
Rate TD-LITE, Optional Time-of-Day Rate For Residential Service With Advance Metering	$0.000505
Rate DS, Service at Secondary Distribution Voltage	$0.000338
Rate EH, Optional Rate For Electric Space Heating	$0.000338
Rate DM, Secondary Distribution Service, Small	$0.000338
Rate DP, Service at Primary Distribution Voltage	$0.000338
Rate GS-FL, Optional Unmetered For Small Fixed Loads	$0.000338
Rate SFL–ADPL, Optional Unmetered Rate For Small Fixed Loads Attached Directly to Company's Power Lines	$0.000338
Rate TS, Service at Transmission Voltage	$0.000338
Rate SL, Street Lighting Service	$0.000338
Rate TL, Traffic Lighting Service	$0.000338
Rate OL, Outdoor Lighting Service	$0.000338
Rate NSU, Street Lighting Service for Non-Standard Units	$0.000338
Rate NSP, Private Outdoor Lighting for Non-Standard Units	$0.000338
Rate SC, Street Lighting Service - Customer Owned	$0.000338
Rate SE, Street Lighting Service - Overhead Equivalent	$0.000338
Rate UOLS, Unmetered Outdoor Lighting Electric Service	$0.000338

Filed pursuant to an Order dated December 14, 2011 in Case No. 11-5778-EL-RDR before the Public Utilities Commission of Ohio.

RATE RTP

REAL TIME PRICING PROGRAM

APPLICABILITY

Applicable to Customers served under Rate DS, Rate DP, or Rate TS. Service under the RTP Program will be offered through December 31,. The incremental cost of any special metering required for service under this Program beyond that normally provided under the applicable Standard Tariff shall be borne by the Customer. Customers must enter into a service agreement with a minimum term of one year. Customers electing a Certified Supplier will not be eligible to participate in the Program.

For customers taking service under any or all of the provisions of this tariff schedule, this same schedule shall constitute the Company's Electric Security Plan Standard Service Offer.

PROGRAM DESCRIPTION

The RTP Program is voluntary and offers Customers the opportunity to manage their electric costs by either shifting load from higher cost to lower cost pricing periods and adding new load during lower cost pricing periods or to learn about market pricing. Binding Price Quotes will be sent to each Customer on a day-ahead basis. The program is intended to be bill neutral to each Customer with respect to their historical usage through the use of a Customer Baseline Load (CBL) and the Company's Electric Security Plan Standard Offer Rates.

CUSTOMER BASELINE LOAD

The CBL is one complete year of Customer hourly load data that represents the electricity consumption pattern and level of the Customer's operation under the Standard Rate Schedule. The CBL is the basis for achieving bill neutrality for Customers billed under this Rate RTP, and must be mutually agreeable to by both the Customer and the Company as representing the Customer's usage pattern under the Standard Rate Schedule (non-RTP). Agreement on the CBL is a requirement for participation in the RTP Program.

RTP BILLING

Customers participating in the RTP Program will be billed monthly based on the following calculation:

$$\text{RTP Bill} = BC + PC + \sum_{t=1}^{n} \{ (CC_t + ED_t) \times (AL_t - CBL_t) \}$$

Where:

BC	= Baseline Charge
PC	= Program Charge
CC_t	= Commodity Charge for hour t
ED_t	= Energy Delivery Charge for hour t
AL_t	= Customer Actual Load for hour t
CBL_t	= Customer Baseline Load in hour t
n	= total number of hours in the billing period
t	= an hour in the billing period

Issued pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

BASELINE CHARGE

The Baseline Charge is independent of Customer's current monthly usage, and is designed to achieve bill neutrality with the Customer's standard offer tariff if no change in electricity usage pattern occurs (less applicable program charges). The Baseline Charge is calculated at the end of the billing period and changes each billing period to maintain bill neutrality for a Customer's CBL.

The Baseline Charge will be calculated as follows:

BC = (Standard Bill @ CBL)

Where:

BC	=	Baseline Charge
Standard Bill @ CBL	=	Customer's bill for the specific month on the applicable Rate Schedule using the CBL to establish the applicable billing determinants

The CBL shall be adjusted to reflect applicable metering adjustments under the standard Rate Schedule.

PRICE QUOTES

The Company will send to Customer, by 3:00 p.m. each day, Price Quotes to be charged the next day. Such Price Quotes shall include the applicable Commodity Charge, the Energy Delivery Charge, and the Ancillary Services Charge.

The Company may send more than one-day-ahead Price Quotes for weekends and holidays identified in Company's tariffs. The Company may revise these prices by 3:00 p.m. the day before they become effective.

The Company is not responsible for failure of Customer to receive and act upon the Price Quotes. It is Customer's responsibility to inform Company of any failure to receive the Price Quotes by 5:00 p.m. the day before they become effective.

COMMODITY CHARGE

The Commodity Charge is a charge for generation. The applicable hourly Commodity Charge (Credit) shall be applied on an hour by hour basis to Customer's incremental (decremental) usage from the CBL.

Charge (Credit) For Each kW Per Hour From The CBL:

For kWh_t above the CBL_t, $CC_t = MVG_t \times LAF$
For kWh_t below the CBL_t, $CC_t = MVG_t \times 80\% \times LAF$

COMMODITY CHARGE (Contd.)

Where:

LAF	=	loss adjustment factor
	=	1.0530 for Rate TS
	=	1.0800 for Rate DP
	=	1.1100 for Rate DS
MVG_t	=	Market Value Of Generation As Determined By Company for hour t

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

The kW Per Hour incremental or decremental usage from the CBL shall be adjusted to reflect applicable metering adjustments under the standard Rate Schedule.

ENERGY DELIVERY CHARGE

The hourly Energy Delivery Charge is a charge for using the distribution system to deliver energy to the Customer. The applicable hourly Energy Delivery Charge (Credit) shall be applied on an hour by hour basis to Customer's incremental (decremental) usage from the CBL.

Charge (Credit) For Each kW Per Hour From The CBL:

Rate DS	$ 0.016616 per kW per Hour
Rate DP.....	$ 0.019689 per kW per Hour
Rate TS.....	$ 0.000000 per kW per Hour

The kW per Hour incremental or decremental usage from the CBL shall be adjusted to reflect applicable metering adjustments under the standard Rate Schedule.

PROGRAM CHARGE

Company will provide Internet based communication software to be used to provide Customer with the Price Quotes. Customer will be responsible for providing its own Internet access. A charge of $325 per billing period per Customer shall be added to Customer's bill to cover the additional billing, administrative, and cost of communicating the hourly Price Quotes associated with the RTP Program. Customer may purchase from either Company or any other third-party suppliers any other necessary equipment or software packages to facilitate participation in this program. While Customers are encouraged to use such equipment or software packages to maximize benefits under this Program, it is not a requirement for program participation. It is Customer's responsibility to ensure the compatibility of third-party equipment or software packages with any Company owned equipment or software packages.

APPLICABLE RIDERS

The following riders are applicable pursuant to the specific terms contained within each rider. All riders are billed against the total monthly demand and consumption, except for Rider RE, Rider RC, Rider SCR, Rider RTO, and Rider BTR which are billed against the CBL/BDH demand and consumption. The calculation of Rider ESSC and Rider LFA will be billed against BDH demand and total consumption:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider
Sheet No. 81, Rider EER, Energy Efficiency Revolving Loan Program Rider
Sheet No. 83, Rider OET, Ohio Excise Tax Rider
Sheet No. 86, Rider USR, Universal Service Fund Rider
Sheet No. 88, Rider UE-GEN, Uncollectible Expense – Electric Generation Rider
Sheet No. 89, Rider BTR, Base Transmission Rider
Sheet No. 97, Rider RTO, Regional Transmission Organization Rider
Sheet No. 104, Rider DR-IM, Infrastructure Modernization Rider
Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider
Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate
Sheet No. 108, Rider UE-ED, Uncollectible Expense – Electric Distribution Rider
Sheet No. 109, Rider RECON, Fuel and reserve Capacity Reconciliation Rider
Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider
Sheet No. 111, Rider RC, Retail Capacity Rider
Sheet No. 112, Rider RE, Retail Energy Rider
Sheet No. 113, Rider ESSC, Electric Security Stabilization Charge Rider
Sheet No. 114, Rider LFA, Load Factor Adjustment Rider
Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider

TERM AND CONDITIONS

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

The primary term of service is one (1) year consisting of a consecutive twelve month period.

Customers who terminate their service agreement under Rate RTP after the initial one (1) year term shall not be eligible to return to the program for twelve (12) months from the termination date.

Customers returning to the standard tariff shall have any historical demands in excess of the CBL, waived for purposes of calculating applicable billing demands.

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

BAD CHECK CHARGE

APPLICABILITY

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

CHARGE

The Company may charge and collect a fee of $20.00 to cover the cost of handling an unsecured check, where a customer tenders in payment of an account a check which upon deposit by the Company is returned as unpaid by the bank for insufficient funds.

SERVICE REGULATIONS

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

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

CHARGE FOR RECONNECTION OF SERVICE

APPLICABILITY

Applicable in the Company's entire service area where electric service has been disconnected due to the enforcement of the Company's Electric Service Regulations, Sheet No. 20 Paragraph 3, Company's Right to Refuse or to Disconnect Service.

CHARGE FOR RECONNECTION OF SERVICE

The Company may charge and collect in advance the following:

A. The reconnection charge for electric service which has been disconnected due to enforcement of Sheet No. 20 Paragraph 3(c) or (g) of the Company's Electric Service Regulations shall be twenty-five dollars ($25.00). In the event the customer is responsible for the unsafe or dangerous condition contemplated by paragraph 3(d) of Sheet No. 20, the charge for reconnection of electric service shall be twenty-five dollars ($25.00).

B. The reconnection charge for electric service which has been disconnected within the preceding twelve months at the request of the customer pursuant to Sheet No. 20, Paragraph 3(a) shall be twenty-five dollars ($25.00).

C. If both the electric service and the gas service have been disconnected, the reconnection charge shall be the sum of the gas charge set forth in the applicable gas tariff plus the applicable charge for electric service, as set forth above, except that such charge shall not exceed thirty-eight dollars ($38.00).

D. Where electric service was disconnected at the pole because the Company was unable to gain access to the meter, the reconnection charge will be $65.00.

E. If service is discontinued because of fraudulent use thereof, the Company may charge and collect, in addition to the applicable charge as stated above, the expense incurred by the Company by reason of such fraudulent use, plus an estimated bill for electricity used, prior to the reconnection of service.

F. If the Company receives notice after 12:30 p.m. of a customer's desire for same day reinstatement of service and if the reconnection cannot be performed during normal business hours, the after hour reconnection charge for connection at the meter will be $50. The after hour charge for reconnection at the pole will be $90.

SERVICE REGULATIONS

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

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

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Julie Janson, President

COGENERATION AND SMALL POWER PRODUCTION SALE AND PURCHASE TARIFF

APPLICABILITY

The provisions of this tariff are applicable to qualifying cogeneration and small power production facilities with capacity of 100 kW or less as adopted by the Federal Energy Regulatory Commission (FERC), Title 18 CFR Part 292.201 through 292.207.

DEFINITIONS

Definitions of the following terms are as adopted by the FERC, Title 18 CFR Part 292.101:

(1) Qualifying Facility
(2) Cogeneration Facility
(3) Small Power Production Facility
(4) Purchase
(5) Sale
(6) Interconnection Cost
(7) Supplementary Power
(8) Back-up Power
(9) Interruptible Power
(10) Maintenance Power
(11) System

OBLIGATIONS

(1) Purchases
The Company shall purchase from qualifying facilities in accordance with Part 292.304.

(2) Sales
The Company shall sell to qualifying facilities in accordance with Part 292.305.

(3) Interconnections
The Company shall make interconnections with qualifying facilities as may be necessary to accomplish purchases or sales and the qualifying facility will pay for the interconnection costs in accordance with Part 292.306. Interconnection costs will be paid over a period not to exceed thirty-six (36) months as mutually agreed upon by the qualifying facility and the Company.

(4) System Emergencies
During system emergencies the Company may discontinue purchases and sales or the qualifying facilities may be required to provide energy or capacity in accordance with Part 292.304(f) and 292.307.

(5) Service Agreement
The qualifying facility shall enter into a written Service Agreement with the Company.

STANDARDS FOR OPERATING RELIABILITY

The technical requirements necessary for operating reliability are set forth in the Company's procedure entitled "Guideline Technical Requirements for Parallel Operation of Customer Generation on the Secondary Distribution System."

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

RATE SCHEDULES

Rates for Purchases from qualifying facilities:

Time of Day Metering

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

No Time of Day Metering

All Hours	1.8898

Rates for Sales of supplemental power, back-up power, interruptible power, or maintenance power to qualifying facilities will be accomplished through applicable tariff schedules as filed with the Public Utilities Commission of Ohio.

TERMS AND CONDITIONS

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

Filed pursuant to 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

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. 11-3549-EL-SSO, Stipulation Page 21, Section I.

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 November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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 November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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	$20.00 per month

EN-FOCUS™

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

SERVICE REGULATIONS

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

Filed pursuant to an Order dated November 22, 2011in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

Issued: December 19, 2011 Effective: January 1, 2012

Issued by Julie Janson, President

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	$41.00
(See Company's Electric Service Regulations; Sheet No. 24)	
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 Effective: January 5, 2009

Issued by Julie Janson, President

RIDER RTO

REGIONAL TRANSMISSION ORGANIZATION RIDER

APPLICABILITY

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

CHARGES

Rider RTO charges include only those costs charged to or imposed upon Duke Energy Ohio by the Federal Energy Regulatory Commission (FERC), FERC-approved regional transmission organizations, or similar organizations approved by the FERC and/or the Public Utilities Commission of Ohio (PUCO) under approved tariffs. Costs recoverable under Rider RTO include ancillary service charges but exclude any transmission costs recovered in Rider BTR. For customers who receive their energy from a Certified Supplier, the specific rates, terms, and conditions of the Company's FERC Open Access Transmission Tariff apply as such tariff may be amended from time to time and as incorporated herein by reference. The charges for the respective electric service schedules, effective beginning with the first billing cycle of January 2012 and updated on an annual basis, are as follows:

RTO Charge Tariff Sheet	RTO Charge (per kWh)
Rate RS, RSLI, RS3P, Residential Service	$0.000000
Rate ORH, Optional Residential Service With Electric Space Heating	$0.000000
Rate TD-AM, Time-of-Day Rate For Residential Service With Advance Metering	$0.000000
Rate TD, Optional Time-of-Day Rate	$0.000000
Rate CUR, Common Use Residential Rate	$0.000000
Rate TD-CPP_LITE, Optional Critical Peak Pricing Rate For Residential Service With Advance Metering	$0.000000
Rate TD-LITE, Optional Time-of-Day Rate For Residential Service With Advance Metering	$0.000000
Rate DS, Service at Secondary Distribution Voltage	$0.000000
Rate GS-FL, Optional Unmetered For Small Fixed Loads	$0.000000
Rate EH, Optional Rate For Electric Space Heating	$0.000000
Rate DM, Secondary Distribution Service, Small	$0.000000
Rate DP, Service at Primary Distribution Voltage	$0.000000
Rate SFL–ADPL, Optional Unmetered Rate For Small Fixed Loads Attached Directly to Company's Power Lines	$0.000000
Rate TS, Service at Transmission Voltage	$0.000000
Rate SL, Street Lighting Service	$0.000000
Rate TL, Traffic Lighting Service	$0.000000
Rate OL, Outdoor Lighting Service	$0.000000
Rate NSU, Street Lighting Service for Non-Standard Units	$0.000000
Rate NSP, Private Outdoor Lighting for Non-Standard Units	$0.000000
Rate SC, Street Lighting Service - Customer Owned	$0.000000

Filed pursuant to an Order dated December 14, 2011 in Case No. 11-5778-EL-RDR before the Public Utilities Commission of Ohio.

RTO Charge Tariff Sheet	**RTO Charge** (per kWh)
Rate SE, Street Lighting Service - Overhead Equivalent	$0.000000
Rate UOLS, Unmetered Outdoor Lighting Electric Service	$0.000000

Filed pursuant to an Order dated December 14, 2011 in Case No. 11-5778-EL-RDR before the Public Utilities Commission of Ohio.

Issued: December 19, 2011

Effective: January 3, 2012

Issued by Julie Janson, President

RIDER GSS
GENERATION SUPPORT SERVICE

APPLICABILITY

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

TYPE OF SERVICE

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

NET MONTHLY BILL

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

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

2. Monthly Distribution Reservation Charge

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

3. Monthly Transmission Cost Recovery Reservation Charge

a. Rate DS – Secondary Distribution Service	Per Rider 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 November 19, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

NET MONTHLY BILL (Contd.)

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

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

NET MONTHLY BILL (Contd.)

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

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

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

METERING

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

DEFINITIONS

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

Filed pursuant to an Order dated November 19, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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 under this rider shall be provided by the Company or a Certified Supplier.

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

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

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

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

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

Filed pursuant to an Order dated November 19, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

RIDER SBS

OPTIONAL SUMMARY BILLING SERVICE PILOT

APPLICABILITY

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

SUMMARY BILLING STATEMENT

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

SUMMARY BILL DUE DATE

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

APPLICATION OF PAYMENT

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

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

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

BILLING ERRORS

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

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

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.

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 July 29, 2010 in Case No. 09-834-EL-ACP before the Public Utilities Commission of Ohio.

Issued: October 19, 2010 Effective: October 20, 2010

Issued by Julie Janson, President

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 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.

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 matter 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:

If to the Customer:	If to the Company:
[Customer Name] [Address] [Telephone]	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

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

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
Rate TD-LITE	$1.06 per month
Rate 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 March 23, 2011 in Case No. 10-867-GE-RDR before the Public Utilities Commission of Ohio.

Issued: December 19, 2011 Effective: January 1, 2012

Issued by Julie Janson, President

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 2012 revenue month is $0.000000 per kilowatt-hour.

Filed pursuant to an Order dated October 22, 2010 in Case No. 10-1317-EL-AEC before the Public Utilities Commission of Ohio.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

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.

Issued by authority of an Order by the Public Utilities Commission of Ohio dated June 9, 2010 in Case No. 09-283-EL-RDR.

Issued: July 26, 2010 Effective: August 2, 2010

Issued by Julie Janson, President

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) =

$$\frac{\text{ACDRC+ACCOE+ACCOC+LM+TUA, as assigned to the residential class of customers}}{S_{residential}}$$

DR-SAW (non-residential) =

$$\frac{\text{ACDRC+ACCOE+ACCOC+LM+TUA, as assigned to the non-residential class of customers}}{S_{non\text{-}residential}}$$

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 non-residential) 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 non-residential rate.

Filed pursuant to an Order dated December 17, 2008 in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

CHARGES (Continued)

ACDRC = PDRC x ACC x 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 at the after-tax weighted average cost of capital of (PCOE x ACE) for each year for the life of the measure/program) x 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

ACCOC = (NPV at the after-tax weighted average cost of capital of (PCOC x ACC) for each year for the life of the measure/program) x 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 x 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

Filed pursuant to an Order dated December 17, 2008 in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

CHARGES (Continued)

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 = (Year 1((ADRC – PDRC) x ACC) + Year 2((ADRC – PDRC) x ACC) + Year 3((ADRC – PDRC) x ACC)) x 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 at the after-tax weighted average cost of capital of (Year 1((ACOE – PCOE) x ACE) for each year for the life of the measure/program) + (NPV at the after-tax weighted average cost of capital of (Year 2((ACOE – PCOE) x ACE) for each year for the life of the measure/program) + (NPV at the after-tax weighted average cost of capital of (Year 3((ACOE – PCOE) x ACE) for each year for the life of the measure/program) x 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

ACOCT = (NPV at the after-tax weighted average cost of capital of (Year 1((ACOC – PCOC) x ACC) 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) x ACC) 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) x ACC) for each year for the life of the measure/program) x 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

Filed pursuant to an Order dated December 17, 2008 in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

CHARGES (Continued)

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 = Year 1(ALME – PLME) x LMR + Year 2(ALME – PLME) x LMR + Year 3(ALME – PLME) x 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 = 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

NIC = ROIP x 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 = (Sum of Years 1-3 (ACDRC + ACCOE + ACCOC)) + ACT

Where:

AACS = Actual Avoided Cost Savings

Filed pursuant to an Order dated December 17, 2008 in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

CHARGES (Continued)

CNI = AACS grossed-up for applicable revenue related taxes – Sum Years 1-3 APC – RRT – 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)

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 December 17, 2008 in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

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.

CHARGES

A charge of $0.001174 per kWh shall be applied to all kWh delivered to residential customers. A charge of $1.24 per bill shall be applied to each non-residential customer.

Filed pursuant to an Order dated October 26, 2011 in Case No. 11-4076-EL-UEX before the Public Utilities Commission Ohio.

Issued: October 27, 2011 Effective: October 31, 2011

Issued by Julie Janson, President

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 recovers 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 November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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 $0.000388 per kWh shall be applied to all kWh delivered to all applicable customers.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

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 Ride 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)
Rates RS, RS3P, RSLI, Residential Service	
Summer, First 1000 kWh	$0.004649
Summer, Additional kWh	$0.006177
Winter, First 1000 kWh	$0.004649
Winter, Additional kWh	$0.001073
Rate ORH, Optional Residential Service With Electric Space Heating	
Summer, First 1000 kWh	$0.004238
Summer, Additional kWh	$0.005319
Summer, kWh greater than 150 times demand	$0.005319
Winter, First 1000 kWh	$0.004238
Winter, Additional kWh	$0.001608
Winter, kWh greater than 150 times demand	$0.000551
Rate TD-AM, Time-of-Day Rate For Residential Service With Advance Metering	
Summer, On Peak	$0.007937
Summer, Off Peak	$0.006177
Summer, Shoulder	$0.002342
Winter, On Peak	$0.006644
Winter, Off Peak	$0.003510
Winter, Shoulder	$0.002255

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

CHARGES (Contd.)

Tariff Sheet	RC Charge (per kWh/kW)
Rate TD, Optional Time-of-Day Rate	
Summer, On-Peak kWh	$0.011286
Summer, Off-Peak kWh	$0.000620
Winter, On-Peak kWh	$0.008616
Winter, Off-Peak kWh	$0.000620
Rate CUR, Common Use Residential Service	
Summer, First 1000 kWh	$0.004889
Summer, Additional kWh	$0.006479
Winter, First 1000 kWh	$0.004889
Winter, Additional kWh	$0.001170
Rate TD-CPP_LITE, Optional Critical Peak Pricing Rate For Residential Service With Advance Metering	
Summer, On Peak	$0.016443
Summer, Off Peak	$0.003245
Summer, Critical Peak	$0.024757
Winter, On Peak	$0.009785
Winter, Off Peak	$0.002940
Spring/Fall, Off Peak	$0.002940
Rate TD-LITE, Optional Time-of-Day Rate For Residential Service With Advance Metering	
Summer, On Peak	$0.019069
Summer, Off Peak	$0.002507
Winter, On Peak	$0.016102
Winter, Off Peak	$0.002048
Spring/Fall, Off Peak	$0.002048
Rate DS, Service at Secondary Distribution Voltage	
First 1000 kW	$0.8649
Additional kW	$0.6842
Billing Demand Times 300	$0.001976
Additional kWh	$0.000598
Rate GS-FL, Optional Unmetered For Small Fixed Loads	
kWh Greater Than or Equal to 540 Hours	$0.004255
kWh Less Than 540 Hours	$0.004936
Rate SFL-ADPL, Optional Unmetered Rate For Small Fixed Loads Attached Directly to Company's Power Lines	
All kWh	$0.004255
Rate EH, Optional Rate For Electric Space Heating	
All kWh	$0.003572

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

CHARGES (Contd.)

Tariff Sheet	RC Charge (per kWh/kW)
Rate DM, Secondary Distribution Service, Small	
Summer, First 2800 kWh	$0.005921
Summer, Next 3200 kWh	$0.000705
Summer, Additional kWh	-$0.000205
Winter, First 2800 kWh	$0.000490
Winter, Next 3200 kWh	$0.000705
Winter, Additional kWh	-$0.000242
Rate DP, Service at Primary Distribution Voltage	
First 1000 kW	$0.8309
Additional kW	$0.6555
Billing Demand Times 300	$0.002142
Additional kWh	$0.000806
Rate TS, Service at Transmission Voltage	
First 50,000 kVA	$0.9401
Additional kVA	$0.6777
Billing Demand Times 300	$0.001001
Additional kWh	$0.000607
Rate TL, Street Lighting Service	
All kWh	$0.003064
Rate SL, Traffic Lighting Service	
All kWh	$0.006369
Rate OL, Outdoor Lighting Service	
All kWh	$0.006369
Rate NSU, Street Lighting Service for Non-Standard Units	
All kWh	$0.006369
Rate NSP, Private Outdoor Lighting for Non-Standard Units	
All kWh	$0.006369
Rate SE, Street Lighting Service - Overhead Equivalent	
All kWh	$0.006369
Rate SC, Street Lighting Service - Customer Owned	
Energy Only - All kWh	$0.000043
Units – All kWh	$0.006369
Rate UOLS, Unmetered Outdoor Lighting Electric Service	
All kWh	$0.000189

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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, RSLI, & RS3P, Residential Service	
Summer, First 1000 kWh	$0.055230
Summer, Additional kWh	$0.065712
Winter, First 1000 kWh	$0.055230
Winter, Additional kWh	$0.030700

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

CHARGES (Contd.)

Tariff Sheet	RE Charge (per kWh)
Rate ORH, Optional Residential Service with Electric Space Heating	
Summer, First 1000 kWh	$0.052410
Summer, Additional kWh	$0.059828
Summer, kWh greater than 150 times demand	$0.059828
Winter, First 1000 kWh	$0.052409
Winter, Additional kWh	$0.034374
Winter, kWh greater than 150 times demand	$0.027125
Rate TD-AM, Time-of-Day Rate For Residential Service With Advance Metering	
Summer, On Peak	$0.007937
Summer, Off Peak	$0.006177
Summer, Shoulder	$0.002342
Winter, On Peak	$0.080821
Winter, Off Peak	$0.027428
Winter, Shoulder	$0.426960
Rate TD, Optional Time-of-Day Rate	
Summer, On-Peak kWh	$0.100771
Summer, Off-Peak kWh	$0.027592
Winter, On-Peak kWh	$0.082440
Winter, Off-Peak kWh	$0.027598
Rate CUR, Common Use Residential Service	
Summer, First 1000 kWh	$0.056880
Summer, Additional kWh	$0.067782
Winter, First 1000 kWh	$0.056880
Winter, Additional kWh	$0.031369
Rate TD-CPP_LITE, Optional Critical Peak Pricing Rate For Residential Service With Advance Metering	
Summer, On Peak	$0.191266
Summer, Off Peak	$0.037746
Summer, Critical Peak	$0.287969
Winter, On Peak	$0.119026
Winter, Off Peak	$0.035764
Spring/Fall, Off Peak	$0.035764
Rate TD-LITE, Optional Time-of-Day Rate For Residential Service With Advance Metering	
Summer, On Peak	$0.221811
Summer, Off Peak	$0.029162
Winter, On Peak	$0.195870
Winter, Off Peak	$0.024907
Spring/Fall, Off Peak	$0.024907

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

Tariff Sheet	RE Charge (per kWh)
Rate DS, Service at Secondary Distribution Voltage	$0.052642
Rate EH, Optional Rate for Electric Space Heating	$0.052642
Rate DM, Secondary Distribution Service, Small	
Summer, First 2800 kWh	$0.064562
Summer, Next 3200 kWh	$0.025658
Summer, Additional kWh	$0.018871
Winter, First 2800 kWh	$0.053883
Winter, Next 3200 kWh	$0.025657
Winter, Additional kWh	$0.018596
Rate EH, Optional Rate For Electric Space Heating	$0.052642
Rate DM, Secondary Distribution Service, Small	$0.052642
Rate DP, Service at Primary Distribution Voltage	$0.052642
Rate GS-FL, Optional Unmetered For Small Fixed Loads	$0.052642
Rate SFL–ADPL, Optional Unmetered Rate For Small Fixed Loads Attached Directly to Company's Power Lines	$0.052642
Rate TS, Service at Transmission Voltage	$0.050836
Rate SL, Street Lighting Service	$0.052642
Rate TL, Traffic Lighting Service	$0.052642
Rate OL, Outdoor Lighting Service	$0.052642
Rate NSU, Street Lighting Service for Non-Standard Units	$0.052642
Rate NSP, Private Outdoor Lighting for Non-Standard Units	$0.052642
Rate SC, Street Lighting Service - Customer Owned	$0.052642
Rate SE, Street Lighting Service - Overhead Equivalent	$0.052642
Rate UOLS, Unmetered Outdoor Lighting Electric Service	$0.052642

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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:

Tariff Sheet	ESSC Charge (per kWh/kW)
Rates RS, RS3P, RSLI, Residential Service	
Summer, First 1000 kWh	$0.006998
Summer, Additional kWh	$0.009299
Winter, First 1000 kWh	$0.006998
Winter, Additional kWh	$0.001615
Rate ORH, Optional Residential Service with Electric Space Heating	
Summer, First 1000 kWh	$0.006380
Summer, Additional kWh	$0.008008
Summer, kWh greater than 150 times demand	$0.008008
Winter, First 1000 kWh	$0.006379
Winter, Additional kWh	$0.002421
Winter, kWh greater than 150 times demand	$0.000830
Rate TD-AM, Time-of-Day Rate For Residential Service With Advance Metering	
Summer, On Peak	$0.011951
Summer, Off Peak	$0.009300
Summer, Shoulder	$0.003525
Winter, On Peak	$0.010003
Winter, Off Peak	$0.005285
Winter, Shoulder	$0.003395

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

CHARGES (Contd.)

Tariff Sheet	ESSC Charge (per kWh/kW)
Rate TD, Optional Time-of-Day Rate	
Summer, On-Peak kWh	$0.016994
Summer, Off-Peak kWh	$0.000932
Winter, On-Peak kWh	$0.012971
Winter, Off-Peak kWh	$0.000934
Rate CUR, Common Use Residential Service	
Summer, First 1000 kWh	$0.007361
Summer, Additional kWh	$0.009753
Winter, First 1000 kWh	$0.007361
Winter, Additional kWh	$0.001761
Rate TD-CPP_LITE, Optional Critical Peak Pricing Rate For Residential Service With Advance Metering	
Summer, On Peak	$0.024757
Summer, Off Peak	$0.037274
Summer, Critical Peak	$0.004886
Winter, On Peak	$0.014732
Winter, Off Peak	$0.004427
Spring/Fall, Off Peak	$0.004427
Rate TD-LITE, Optional Time-of-Day Rate For Residential Service With Advance Metering	
Summer, On Peak	$0.028710
Summer, Off Peak	$0.003775
Winter, On Peak	$0.024243
Winter, Off Peak	$0.003083
Spring/Fall, Off Peak	$0.003083
Rate DS, Service at Secondary Distribution Voltage	
First 1000 kW	$1.0496
Additional kW	$0.8303
Billing Demand Times 300	$0.002398
Additional kWh	$0.000726
Rate GS-FL, Optional Unmetered for Small Fixed Loads	
kWh Greater Than or Equal to 540 Hours	$0.004849
kWh Less Than 540 Hours	$0.005626
Rate SFL-ADPL, Optional Unmetered Rate for Small Fixed Loads Attached Directly to Company's Power Lines	
All kWh	$0.004849
Rate EH, Optional Rate for Electric Space Heating	
All kWh	$0.002705

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

CHARGES (Contd.)

Tariff Sheet	ESSC Charge (per kWh/kW)
Rate DM, Secondary Distribution Service, Small	
Summer, First 2800 kWh	$0.008052
Summer, Next 3200 kWh	$0.000959
Summer, Additional kWh	-$0.000279
Winter, First 2800 kWh	$0.006105
Winter, Next 3200 kWh	$0.000958
Winter, Additional kWh	-$0.000329
Rate DP, Service at Primary Distribution Voltage	
First 1000 kW	$1.2726
Additional kW	$1.0039
Billing Demand Times 300	$0.003281
Additional kWh	$0.001235
Rate TS, Service at Transmission Voltage	
First 50,000 kVA	$1.4672
Additional kVA	$1.0576
Billing Demand Times 300	$0.001562
Additional kWh	$0.000947
Rate TL, Street Lighting Service	
All kWh	$0.001896
Rate SL, Traffic Lighting Service	
All kWh	$0.003941
Rate OL, Outdoor Lighting Service	
All kWh	$0.003941
Rate NSU, Street Lighting Service for Non-Standard Units	
All kWh	$0.003941
Rate NSP, Private Outdoor Lighting for Non-Standard Units	
All kWh	$0.003941
Rate SE, Street Lighting Service - Overhead Equivalent	
All kWh	$0.003941
Rate SC, Street Lighting Service - Customer Owned	
Energy Only - All kWh	$0.000027
Units – All kWh	$0.003941
Rate UOLS, Unmetered Outdoor Lighting Electric Service	
All kWh	$0.000117

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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:

Tariff Sheet	LFA Charge (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:

Tariff Sheet	LFA Credit (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

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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.

Filed pursuant to an Order dated November 22. 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

DUKE ENERGY OHIO

Certified Supplier Tariff

<u>Company Office Location</u>

139 East Fourth Street

Cincinnati, OH 45202

Issued: December 19, 2011 Effective: January 1, 2012

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

CERTIFIED SUPPLIER TARIFF
TABLE OF CONTENTS

	Description	Tariff Sheet No.
	Definitions of Terms and Explanation of Abbreviations	20
	SERVICE REGULATIONS:	
I.	The Certified Supplier Tariff	30
II.	Scope and Purpose of Tariff	31
III.	Relationships Among Customer Choice Program Participants	32
IV.	Company and Certified Supplier Obligations (General Terms)	33
V.	Certified Supplier Registration and Participation Requirements	34
VI.	Credit Requirements	35
VII.	End-use Customer Enrollment Process	36
VIII.	End-use Customer Inquiries and Requests for Information	37
IX.	Metering Services and Obligations	38
X.	Billing Services and Obligations	39
XI.	End-use Customer Payment Processing and Collections	40
XII.	Certified Supplier Billing Terms and Conditions	41
XIII.	Load Profiling and Forecasting	42
XIV.	Load Scheduling	43
XV.	Energy Imbalance Service	44
XVI.	Transmission Scheduling Agents	45
XVII.	Confidentiality of Information	46
XVIII.	Voluntary Withdrawal by a Certified Supplier from the Customer Choice Program	47
XIX.	Liability	48
XX.	Default, Suspension, and Termination of a Certified Supplier	49
XXI.	Alternative Dispute Resolution	50
XXII.	Miscellaneous	51

Filed pursuant to an Entry dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

CHARGES:

	Tariff Sheet No.
Rate CS, Certified Supplier Charges	52
Rate CSMS, Certified Supplier Meter Service Charges	53
Rate BUG, Certified Supplier Back-up Generation Charges	54

Filed pursuant to an Entry dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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 Reliability*First*, 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.

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.

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.

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.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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.

"Reliability*First*" 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.

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.

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.

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.

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 tariffed 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.

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, Reliability*First*, 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.

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

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.

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.

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.

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.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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.

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

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:

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

i) If an enrollment DASR is received twelve or more days prior to the next regularly scheduled Meter Read Date and no other enrollment DASR is currently pending, the enrollment DASR will be effective on the next regularly scheduled Meter Read Date.

ii) If an enrollment DASR is received less than twelve days prior to the next regularly scheduled Meter Read Date and no other enrollment DASR is currently pending, the enrollment DASR will be effective on the second regularly scheduled Meter Read Date after the enrollment DASR is received.

iii) If an enrollment DASR is currently pending, and another enrollment DASR is received, the first enrollment DASR will be effective and the second enrollment DASR will be rejected. There cannot be two pending enrollment DASRs for the same account at the same time.

d) The Company will process all valid DASRs 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 DASR 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 DASR as described herein after the electric service account number is established.

h)

i) A separate DASR must be submitted for each service account.

j) If a Certified Supplier has reached its participation limit as described in Section VI - Credit Requirements, additional enrollment DASRs from the Certified Supplier will be rejected and returned to the Certified Supplier until the Company approves additional credit enhancements.

k) The Certified Supplier will be responsible for paying any Charge for a successfully processed enrollment DASR.

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.

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.

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 tariffed 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.

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.

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.

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.

SECTION X
BILLING SERVICES AND OBLIGATIONS (Contd.)

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.

Filed pursuant to an Order dated November 22, 2011in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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.

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 then 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 withChapters 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.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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

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.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

Issued: December 19, 2011 Effective: January 1, 2012

Issued by Julie Janson, President

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.

THIS SHEET IS HEREBY CANCELLED AND WITHDRAWN

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

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.

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.

Filed pursuant to an Order dated November 22, 2011in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

Issued: December 19, 2011 Effective: January 1, 2012

Issued by Julie Janson, President

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.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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.

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.

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.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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 .

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.

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.

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.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

RATE CS
CERTIFIED SUPPLIER CHARGES

APPLICABILITY

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

TYPES OF CHARGES

General Certified Supplier Fees

Certified Supplier Registration Fee	$145.00
End-use Customer Enrollment/Switching Fee (Excludes Governmental Aggregation enrollments/switches)	$ 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.

Filed pursuant to an Order dated November 22, 2011 in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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.

Filed pursuant to an Entry dated November 22, 2011 in Case No.11-3549-EL-SSO before the Public Utilities Commission of Ohio.

Issued: December 19, 2011 Effective: January 1, 2012

Issued by Julie Janson, President

THIS SHEET IS HEREBY CANCELLED AND WITHDRAWN

Filed pursuant to an Order dated November 22, 2011 in Case No.11-3549-EL-SSO before the Public Utilities Commission of Ohio.

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

Duke Energy Ohio
Methodology for Calculating Average Riders RC and RE

	Month	Auction 1			Auction 2	Auction 3	Auction 4	Auction 5			
		Jan 12-May 13	Jan 12-May 14	Jan 12-May 15	Jun 13-May 15	Jun 13-May 15	Jun 14-May 15	Jun 14-May 15	Total [1]	RC [2]	RE
		33%	33%	34%	17%	16%	17%	16%			
Auction 1	Dec 2011										
	Jan 2012	**$49.72**	**$51.10**	**$57.08**					**$52.68**	$3.60	$49.08
	Feb	49.72	51.10	57.08					52.68	3.60	49.08
	Mar	49.72	51.10	57.08					52.68	3.60	49.08
	Apr	49.72	51.10	57.08					52.68	3.60	49.08
Auction 2	May	49.72	51.10	57.08					52.68	3.60	49.08
	Jun	49.72	51.10	57.08					52.68	3.60	49.08
	Jul	49.72	51.10	57.08					52.68	3.60	49.08
	Aug	49.72	51.10	57.08					52.68	3.60	49.08
	Sep	49.72	51.10	57.08					52.68	3.60	49.08
	Oct	49.72	51.10	57.08					52.68	3.60	49.08
Auction 3	Nov	49.72	51.10	57.08					52.68	3.60	49.08
	Dec	49.72	51.10	57.08					52.68	3.60	49.08
	Jan 2013	49.72	51.10	57.08					52.68	3.60	49.08
	Feb	49.72	51.10	57.08					52.68	3.60	49.08
	Mar	49.72	51.10	57.08					52.68	3.60	49.08
	Apr	49.72	51.10	57.08					52.68	3.60	49.08
Auction 4	May	49.72	51.10	57.08					52.68	3.60	49.08
	Jun		51.10	57.08	$ XX	$ XX			**#VALUE!**	2.20	#VALUE!
	Jul		51.10	57.08	$ XX	$ XX			#VALUE!	2.20	#VALUE!
	Aug		51.10	57.08	$ XX	$ XX			#VALUE!	2.20	#VALUE!
	Sep		51.10	57.08	$ XX	$ XX			#VALUE!	2.20	#VALUE!
	Oct		51.10	57.08	$ XX	$ XX			#VALUE!	2.20	#VALUE!
Auction 5	Nov		51.10	57.08	$ XX	$ XX			#VALUE!	2.20	#VALUE!
	Dec		51.10	57.08	$ XX	$ XX			#VALUE!	2.20	#VALUE!
	Jan 2014		51.10	57.08	$ XX	$ XX			#VALUE!	2.20	#VALUE!
	Feb		51.10	57.08	$ XX	$ XX			#VALUE!	2.20	#VALUE!
	Mar		51.10	57.08	$ XX	$ XX			#VALUE!	2.20	#VALUE!
	Apr		51.10	57.08	$ XX	$ XX			#VALUE!	2.20	#VALUE!
	May		51.10	57.08	$ XX	$ XX			#VALUE!	2.20	#VALUE!
	Jun			57.08	$ XX	$ XX	$ XX	$ XX	**#VALUE!**	$9.81	#VALUE!
	Jul			57.08	$ XX	$ XX	$ XX	$ XX	#VALUE!	9.81	#VALUE!
	Aug			57.08	$ XX	$ XX	$ XX	$ XX	#VALUE!	9.81	#VALUE!
	Sep			57.08	$ XX	$ XX	$ XX	$ XX	#VALUE!	9.81	#VALUE!
	Oct			57.08	$ XX	$ XX	$ XX	$ XX	#VALUE!	9.81	#VALUE!
	Nov			57.08	$ XX	$ XX	$ XX	$ XX	#VALUE!	9.81	#VALUE!
	Dec			57.08	$ XX	$ XX	$ XX	$ XX	#VALUE!	9.81	#VALUE!
	Jan 2015			57.08	$ XX	$ XX	$ XX	$ XX	#VALUE!	9.81	#VALUE!
	Feb			57.08	$ XX	$ XX	$ XX	$ XX	#VALUE!	9.81	#VALUE!
	Mar			57.08	$ XX	$ XX	$ XX	$ XX	#VALUE!	9.81	#VALUE!
	Apr			57.08	$ XX	$ XX	$ XX	$ XX	#VALUE!	9.81	#VALUE!
	May			57.08	$ XX	$ XX	$ XX	$ XX	#VALUE!	9.81	#VALUE!

NOTE: (1) Ultimate prices for each delivery period will be the weighted-average of all tranches auctioned for the applicable delivery period.
(2) Average capacity prices, BEFORE LOSSES, as calculated on Exhibit 1-B, page 2.

Duke Energy Ohio
Convert Capacity and Energy Prices for Proposed Delivery Periods

Period	Methodology for Calculating Average Price for Rider RC					
	Underlying Capacity Price		Days in Period	Capacity Cost To Recover [3]	Projected MWh in Period [4]	Average Capacity Price [5]
	Demand [1]	FZCP [2]				
Jan '12 - May '12	4,655	$116.16	152	$82,190,170	9,063,168	$3.60
Jun '12 - May '13	4,798	16.46	365	28,825,904	21,744,994	
Jun '13 - May '14	4,798	27.73	365	48,562,717	22,102,469	2.20
Jun '14 - May '15	4,798	125.99	365	220,642,507	22,492,052	9.81

Note: [1] Reliability Obligation as reported to PJM. (Will need to update future years for any growth).
[2] PJM's Final Zonal Capacity Price. Prices shown for June 2012 through May 2015 are based on the results of the Base Residual Auctions for those delivery periods.
[3] FZCP Prices are at load zone.
[4] Estimated MWh sales as shown in Attachment WDW-2, grossed up for T & D losses.
[5] Assumes first delivery period is January 2012 through May 2013.

INCREASED RETAIL MWH BY T&D LOSSES

Duke Energy Ohio
Allocations of Capacity Costs for Rate Design - January 2012 - May 2013

No	Description	Allocation of Rider RC Revenue Requirement [1]				
		Percent of Total	Allocated $	Allocated $ Plus CAT [4]	kWh Sales [2]	Rate (¢/kWh) [3]
	Rate Schedule:					
1	Residential (RS, TD, ORH)	39.12%	$43,434,353	$43,547,578	10,195,029,765	0.43
2	Electric Space Heating (EH)	0.47%	$523,030	$524,393	146,825,619	0.36
3	Secondary Distribution - Small (DM)	3.05%	$3,387,032	$3,395,861	785,510,905	0.43
4	Unmetered Small Fixed Load (GSFL, ADPL)	0.17%	$186,856	$187,343	44,017,767	0.43
5	Secondary Distribution (DS)	36.60%	$40,632,440	$40,738,361	9,390,338,772	0.43
6	Primary Distribution (DP)	9.66%	$10,729,440	$10,757,409	3,248,073,423	0.33
7	Transmission Voltage (TS)	10.33%	$11,473,046	$11,502,954	4,695,906,496	0.24
8	Lighting	0.59%	$649,877	$651,571	152,543,234	0.43
9	*Total*	*100.00%*	**$111,016,074**	**$111,305,471**	28,658,245,981	0.39

Note: [1] Rider RC is allocated in the following manner: First, the total amount is allocated to DP and TS based on 1 CP allocator. The allocation among all other classes is based on energy.

[2] Projected kWh sales for the period January 1, 2012, through May 31, 2013.

[3] Average Rider RC rates are shown for comparison only. The actual rates for each class are calculated on Exhibit 2 (Attachment B), page 2.

[4] Transmission and Distribution loss factors not needed for RC rate design. CAT factor is 1.0026068.

DUKE ENERGY OHIO
JAN 2012 - MAY 2015 CAPACITY PRICES FROM AUCTION[1]

	January 2012 - May 2013			January 2012 - May 2013			June 2013-May 2014	June 2014-May 2015
	kWh; kW; kVA	Base Gen Revenue	% of Rate Group	Allocated Cap Cost	Allocated Revenue	Rates ($/kWh; kW; kVA)	Rates ($/kWh; kW; kVA)	Rates ($/kWh; kW; kVA)
Rate RS, Residential Service				$43,547,578				
Summer, First 1000 kWh	2,576,581,344	$109,105,337	27.505%		$11,977,931	$0.004649	$0.000000	$0.000000
Summer, Additional kWh	1,327,367,209	74,684,316	18.828%		8,199,082	$0.006177	$0.000000	$0.000000
Winter, First 1000 kWh	4,519,744,433	191,388,578	48.249%		21,011,246	$0.004649	$0.000000	$0.000000
Winter, Additional kWh	1,624,472,012	15,871,092	4.001%		1,742,379	$0.001073	$0.000000	$0.000000
Rate ORH, Optional Residential Service								
Summer, First 1000 kWh	1,101,570	$42,522	0.011%		$4,688	$0.004238	$0.000000	$0.000000
Summer, Additional kWh	1,353,915	65,600	0.017%		7,202	$0.005319	$0.000000	$0.000000
Summer, kWh greater than 150 times demand	370,589	17,956	0.005%		1,971	$0.005319	$0.000000	$0.000000
Winter, First 1000 kWh	2,455,194	94,768	0.024%		10,404	$0.004238	$0.000000	$0.000000
Winter, Additional kWh	3,973,169	58,203	0.015%		6,390	$0.001608	$0.000000	$0.000000
Winter, kWh greater than 150 times demand	1,548,105	7,773	0.002%		853	$0.000551	$0.000000	$0.000000
Rate TD, Optional Time-of-Day Rate								
Summer, On-Peak kWh	58,616	$6,026	0.002%		$662	$0.011286	$0.000000	$0.000000
Summer, Off-Peak kWh	146,452	827	0.000%		91	$0.000620	$0.000000	$0.000000
Winter, On-Peak kWh	83,280	6,536	0.002%		718	$0.008616	$0.000000	$0.000000
Winter, Off-Peak kWh	270,376	1,528	0.000%		168	$0.000620	$0.000000	$0.000000
Rate CUR, (Rev. Class 01, 02, 04, 16 & 18 only)								
Summer, First 1000 kWh	29,075,378	$1,294,930	0.326%		$142,182	$0.004889	$0.000000	$0.000000
Summer, Additional kWh	12,424,148	733,199	0.185%		80,493	$0.006479	$0.000000	$0.000000
Winter, First 1000 kWh	67,530,351	3,007,599	0.758%		330,184	$0.004889	$0.000000	$0.000000
Winter, Additional kWh	28,473,613	282,156	0.071%		30,976	$0.001170	$0.000000	$0.000000
Rate DS, Secondary Distribution Voltage				$40,738,361				
First 1000 kW ($ per kW)	27,649,575	$238,159,617	58.704%		$23,914,969	$0.864931	$0.000000	$0.000000
Additional kW ($ per kW)	1,559,138	10,623,655	2.619%		1,066,782	$0.684213	$0.000000	$0.000000
Billing Demand Times 300	7,357,051,038	144,801,479	35.692%		14,540,345	$0.001976	$0.000000	$0.000000
Additional kWh	2,033,287,734	12,112,295	2.986%		1,216,265	$0.000598	$0.000000	$0.000000
Rate GS-FL, Optional Unmetered				$187,343				
kWh Greater Than or Equal to 540 Hours	43,169,346	$2,947,042	98.041%		$183,673	$0.004255	$0.000000	$0.000000
kWh Less Than 540 Hours	88,295	6,993	0.233%		438	$0.004936	$0.000000	$0.000000
Rate SFL-ADPL, Optional Unmetered								
All kWh	760,126	$51,892	1.726%		$3,234	$0.004255	$0.000000	$0.000000
Rate EH, Optional Electric Space Heating				$524,393				
All kWh	146,825,619	$3,688,700	100.000%		$524,393	$0.003572	$0.000000	$0.000000
Rate DM, Secondary Dist. Service, Small				$3,395,861				
Summer, First 2800 kWh	238,553,508	$16,008,372	41.597%		$1,412,563	$0.005921	$0.000000	$0.000000
Summer, Next 3200 kWh	47,820,876	382,041	0.993%		33,711	$0.000705	$0.000000	$0.000000
Summer, Additional kWh	10,015,181	(23,285)	-0.061%		(2,055)	-$0.000205	$0.000000	$0.000000
Winter, First 2800 kWh	427,316,388	21,741,812	56.494%		1,918,459	$0.004490	$0.000000	$0.000000
Winter, Next 3200 kWh	50,840,723	406,119	1.055%		35,836	$0.000705	$0.000000	$0.000000
Winter, Additional kWh	10,964,228	(30,065)	-0.078%		(2,653)	-$0.000242	$0.000000	$0.000000
Rate DP, Service at Primary Dist.Voltage				$10,757,409				
First 1000 kW ($ per kW)	3,287,744	$25,573,387	25.394%		$2,731,762	$0.830893	$0.000000	$0.000000
Additional kW ($ per kW)	4,022,054	24,879,725	24.507%		2,636,301	$0.655461	$0.000000	$0.000000
Billing Demand Times 300	2,073,948,813	41,588,896	41.298%		4,442,547	$0.002142	$0.000000	$0.000000
Additional kWh	1,174,124,610	8,883,467	8.801%		946,800	$0.000806	$0.000000	$0.000000
Rate TS, Service at Transmission Voltage				$11,502,954				
First 50,000 kVA ($ per kVA)	6,188,130	$58,352,211	50.574%		$5,817,476	$0.940102	$0.000000	$0.000000
Additional kVA ($ per kVA)	2,703,572	18,377,803	15.928%		1,832,192	$0.677693	$0.000000	$0.000000
Billing Demand Times 300	2,548,358,420	25,580,422	22.171%		2,550,263	$0.001001	$0.000000	$0.000000
Additional kWh	2,147,548,076	13,069,978	11.328%		1,303,023	$0.000607	$0.000000	$0.000000
Rate TL, Traffic Lighting Service				$651,571				
All kWh	4,548,583	$41,328	2.139%		$13,937	$0.003064	$0.000000	$0.000000
Rate SL, Street Lighting Service	57,082,930	$1,078,182	55.802%		$363,588	$0.006369	$0.000000	$0.000000
Rate OL, Outdoor Lighting Service	30,712,095	580,090	30.023%		195,620	$0.006369	$0.000000	$0.000000
Rate NSU, Street Lighting	1,478,824	27,932	1.446%		9,419	$0.006369	$0.000000	$0.000000
Rate NSP, Private Outdoor Lighting	1,946,161	36,759	1.902%		12,396	$0.006369	$0.000000	$0.000000
Rate SE, Street Lighting Service	7,699,591	145,430	7.527%		49,042	$0.006369	$0.000000	$0.000000
All kWh								
Rate SC, Street Lighting								
Energy Only - All kWh	30,761,946	$3,938	0.204%		$1,328	$0.000043	$0.000000	$0.000000
Units - All kWh	451,237	8,523	0.441%		2,874	$0.006369	$0.000000	$0.000000
Rate UOLS, Unmetered Outdoor Lighting								
All kWh	17,861,867	$9,985	0.517%		$3,367	$0.000189	$0.000000	$0.000000
Totals	28,658,245,981	$1,065,563,469		$111,305,471	$111,305,471			
				CHECK				

Note: [1] Final figures include applicable CAT.

DUKE ENERGY OHIO
JAN 2012 - MAY 2015 RETAIL ENERGY RATES CONVERTED FROM AUCTION PRICE

	2012			January 1, 2012 - May 31, 2013			June 1, 2013 - May 31, 2014			June 1, 2014 - May 31, 2015		
	kWh; kW; kVA	Base Gen + FPP @ 3.1¢/kWh [1]	% of Rate Group	Revenue Requirement Plus Losses & CAT	Allocated Revenue	Rates ($/kWh; kW; kVA)	Revenue Requirement	Allocated Revenue	Rates ($/kWh; kW; kVA)	Revenue Requirement	Allocated Revenue	Rates ($/kWh; kW; kVA)
Rate RS, Residential Service				$378,333,760			$0			$0		
Summer, First 1000 kWh	1,817,099,832	$133,275,187	26.526%		$100,357,761	$0.055230		$0	$0.000000		$0	$0.000000
Summer, Additional kWh	936,108,126	81,689,476	16.259%		61,513,123	0.065712		$0	-		$0	-
Winter, First 1000 kWh	3,187,489,838	233,786,442	46.531%		176,043,902	0.055230		$0	-		$0	-
Winter, Additional kWh	1,145,637,349	46,707,635	9 296%		35,171,391	0 030700		$0	-		$0	-
Rate ORH, Optional Residential Service												
Summer, First 1000 kWh	728,227	$50,685	0.010%		$38,166	$0.052410		$0	$0.000000		$0	$0.000000
Summer, Additional kWh	895,048	71,113	0.014%		53,549	0.059828		$0	-		$0	-
Summer, kWh greater than 150 times demand	244,990	19,465	0.004%		14,657	0.059828		$0	-		$0	-
Winter, First 1000 kWh	1,623,082	112,965	0.022%		85,064	0.052409		$0	-		$0	-
Winter, Additional kWh	2,626,587	119,901	0.024%		90,287	0.034374		$0	-		$0	-
Winter, kWh greater than 150 times demand	1,023,423	36,865	0.007%		27,760	0.027125		$0	-		$0	-
Rate TD, Optional Time-of-Day Rate												
Summer, On-Peak kWh	40,788	$5,458	0.001%		$4,110	$0.100771		$0	$0.000000		$0	$0.000000
Summer, Off-Peak kWh	101,916	3,734	0.001%		2,812	0.027592		$0	-		$0	-
Winter, On-Peak kWh	57,950	6,344	0.001%		4,777	0.082440		$0	-		$0	-
Winter, Off-Peak kWh	188,142	6,895	0.001%		5,192	0.027598		$0	-		$0	-
Rate CUR, (Rev. Class 01, 02, 04, 16 & 18 only)												
Summer, First 1000 kWh	19,963,145	$1,507,956	0.300%		$1,135,509	$0.056880		$0	$0.000000		$0	$0.000000
Summer, Additional kWh	8,530,416	767,857	0.153%		578,205	0.067782		$0	-		$0	-
Winter, First 1000 kWh	46,366,316	3,502,373	0.697%		2,637,327	0.056880		$0	-		$0	-
Winter, Additional kWh	18,176,774	757,208	0.151%		570,186	0.031369		$0	-		$0	-
Rate DM, Secondary Dist. Service, Small				$29,502,653			$0			$0		
Summer, First 2800 kWh	170,200,668	$16,697,707	37.246%		$10,988,483	$0.064562		$0	$0.000000		$0	$0.000000
Summer, Next 3200 kWh	34,118,740	1,330,256	2.967%		875,419	0.025658		$0	-		$0	-
Summer, Additional kWh	7,145,527	204,898	0.457%		134,840	0.018871		$0	-		$0	-
Winter, First 2800 kWh	304,877,239	24,963,043	55.682%		16,427,763	0.053883		$0	-		$0	-
Winter, Next 3200 kWh	36,273,309	1,414,224	3.155%		930,677	0.025657		$0	-		$0	-
Winter, Additional kWh	7,822,643	221,052	0.493%		145,471	0.018596		$0	-		$0	-
Rate TS, Service at Transmission Voltage						$0.050836			$0.000000			$0.000000
All Other Rate Classes												
All kWh						$0.052642			$0.000000			$0 000000
Totals				$407,836,433	$407,836,433		$0	$0		$0	$0	
Retail Energy Price DELIVERED AT TRANSMISSION LEVEL BEFORE LOSSES AND CAT						**$0.049078**			**$0.000000**			**$0.000000**

Note: [1] For purposes of allocated retail energy price among rate blocks for these customer classes, use total base generation revenue plus fuel (PTC-BG + PTC-FPP).
Fuel rate is the Q4 2011 rate for PTC-FPP, excluding reconciliation adjustments.
[2] Distribution loss factor is 1.03552. Transmission loss factor is 1.03314. CAT factor is 1.0026068.

DUKE ENERGY OHIO
CALCULATION OF LOAD FACTOR ADJUSTMENT RIDER (LFA)

	Allocations from JRB-1 2010			Rates for January 2012 - May 2014[1]		
	kWh; kW; kVA	Base Gen Revenue	% of Rate Group	Demand Revenue	Energy Credit	LFA Rates ($/kWh; kW; kVA)
Rate DS, Secondary Distribution Voltage				$167,302,497		
First 1,000 kW ($ per kW)	19,796,503	$170,517,176	58.704%			$8.00
Additional kW ($ per kW)	1,116,309	$7,606,309	2.619%			$8.00
Billing Demand Times 300	5,267,490,696	$103,674,752	35.692%		-$110,411,872	-$0.020961
Additional kWh	1,455,790,393	$8,672,143	2.986%		-$30,514,822	-$0.020961
Rate DP, Service at Primary Dist.Voltage				$42,375,245		
First 1,000 kW ($ per kW)	2,382,401	$18,531,268	25.394%			$8.00
Additional kW ($ per kW)	2,914,505	$17,883,692	24.507%			$8.00
Billing Demand Times 300	1,502,847,469	$30,136,600	41.298%		-$31,501,186	-$0.020961
Additional kWh	850,807,016	$6,422,742	8.801%		-$17,833,766	-$0.020961
Rate TS, Service at Transmission Voltage				$50,588,332		
First 50,000 kVA ($ per kVA)	4,400,833	$41,498,535	50.574%			$8.00
Additional kVA ($ per kVA)	1,922,708	$13,069,803	15.928%			$8.00
Billing Demand Times 300	1,812,324,514	$18,192,113	22.171%		-$37,988,134	-$0.020961
Additional kWh	1,527,278,893	$9,295,019	11.328%		-$32,013,293	-$0.020961
Total (kWh)	12,416,538,981	$445,500,152		**$260,266,074**	**-$260,263,074**	

Note: [1] Energy credit will be trued-up to ensure the total revenue collected from demand charge and energy credits equal $0.

Duke Energy Ohio
Allocation of ESSC Revenue Requirement

Line No	Description	Allocation of Rider ESSC Revenue Requirement [1]			
		Percent of Total	Allocated $ Incl CAT	Annual kWh [3]	Rate (¢/kWh) [4]
1	Residential (RS, TD, ORH)	41.90%	$46,215,480	7,186,901,948	0.64
2	Electric Space Heating (EH)	0.21%	234,064	86,543,565	0.27
3	Secondary Distribution - Small (DM)	2.99%	3,294,595	560,438,126	0.59
4	Unmetered Small Fixed Load (GSFL, ADPL)	0.14%	149,965	30,918,310	0.49
5	Secondary Distribution (DS)	32.09%	35,395,380	6,723,281,089	0.53
6	Primary Distribution (DP)	10.83%	11,939,483	2,353,654,485	0.51
7	Transmission Voltage (TS)	11.58%	12,766,951	3,339,603,407	0.38
8	Lighting	0.26%	290,830	107,532,461	0.27
9	Total	100.00%	**$110,286,748** [2]	20,388,873,391	0.54

Notes: [1] Annual ESSC Revenue Requirement as agreed to in the Stipulation Plus CAT.
[2] Average Rider ESSC rates are shown for comparison purposes only. Actual rates for each rate class ares shown on on page 2 of Exhibit 1 (Attachment B-1).
[3] Projected kWh sales for the period January 1, 2012, through December 31, 2012.
[4] The annual ESSC Revenue Requirement is allocated in the following manner. First, Residential, Electric Space Heating and Lighting are allocated a share of the total ESSC revenue requirement based on an average of 1 CP and energy. The balance of the ESSC revenue requirement not allocated to Residential, Electric Space Heating, and Lighting, is allocated among the remaining rate classes based on 1 CP.

Duke Energy Ohio
ESSC Revenue Requirement for Rate Design
Illustrative for Discussion Purposes Only

	2012			Calculation of Rider ESSC Price for January 2012 - December 2012			Jan 2013-Dec 2013[2]	Jan 2014-Dec 2014[2]
	kWh; kW; kVA	Base Revenue	% of Rate Group	ESSC Revenue Requirement	Allocated Revenue	Rates ($/kWh; kW; kVA)	Rates ($/kWh; kW; kVA)	Rates ($/kWh; kW; kVA)
Rate RS, Residential Service				$46,215,480				
Summer, First 1000 kWh	1,817,099,832	$76,945,092	27.516%		$12,716,835	$0.006998	$0.006998	$0.006998
Summer, Additional kWh	936,108,126	52,670,124	18.835%		8,704,873	$0.009299	$0.009299	$0.009299
Winter, First 1000 kWh	3,187,469,838	134,974,257	48.268%		22,307,405	$0.006998	$0.006998	$0.006998
Winter, Additional kWh	1,145,637,349	11,192,877	4.003%		1,849,864	$0.001615	$0.001615	$0.001615
Rate ORH, Optional Residential Service								
Summer, First 1000 kWh	728,227	$28,110	0.010%		$4,546	$0.006380	$0.006380	$0.006380
Summer, Additional kWh	895,048	43,367	0.016%		7,167	$0.008008	$0.008008	$0.008008
Summer, kWh greater than 150 times demand	244,990	11,870	0.004%		1,962	$0.008008	$0.008008	$0.008008
Winter, First 1000 kWh	1,623,082	62,649	0.022%		10,354	$0.006379	$0.006379	$0.006379
Winter, Additional kWh	2,626,587	38,477	0.014%		6,359	$0.002421	$0.002421	$0.002421
Winter, kWh greater than 150 times demand	1,023,423	5,139	0.002%		849	$0.000830	$0.000830	$0.000830
Rate TD, Optional Time-of-Day Rate								
Summer, On-Peak kWh	40,788	$4,194	0.001%		$693	$0.016994	$0.016994	$0.016994
Summer, Off-Peak kWh	101,916	575	0.000%		95	$0.000932	$0.000932	$0.000932
Winter, On-Peak kWh	57,950	4,548	0.002%		752	$0.012971	$0.012971	$0.012971
Winter, Off-Peak kWh	188,142	1,063	0.000%		176	$0.000934	$0.000934	$0.000934
Rate CUR, (Rev. Class 01, 02, 04, 16 & 18 only)								
Summer, First 1000 kWh	19,963,145	$889,099	0.318%		$146,943	$0.007361	$0.007361	$0.007361
Summer, Additional kWh	8,530,416	503,414	0.180%		83,200	$0.009753	$0.009753	$0.009753
Winter, First 1000 kWh	46,366,316	2,065,017	0.738%		341,289	$0.007361	$0.007361	$0.007361
Winter, Additional kWh	18,176,774	193,728	0.069%		32,018	$0.001761	$0.001761	$0.001761
Rate DS, Secondary Distribution Voltage				$35,395,380				
First 1000 kW ($ per kW)	19,796,503	$170,517,178	58.704%		$20,778,436	$1.049601	$1.049601	$1.049601
Additional kW ($ per kW)	1,116,309	7,606,309	2.619%		926,870	$0.830298	$0.830298	$0.830298
Billing Demand Times 300	5,267,490,696	103,574,752	35.692%		12,633,327	$0.002398	$0.002398	$0.002398
Additional kWh	1,455,790,393	8,672,143	2.986%		1,056,747	$0.000726	$0.000726	$0.000726
Rate GS-FL, Optional Unmetered				$149,965				
kWh Greater Than or Equal to 540 Hours	30,320,485	$2,069,889	98.035%		$147,016	$0.004849	$0.004849	$0.004849
kWh Less Than 540 Hours	62,015	4,912	0.233%		349	$0.005626	$0.005626	$0.005626
Rate SFL-ADPL, Optional Unmetered								
All kWh	535,810	$36,578	1.732%		$2,598	$0.004849	$0.004849	$0.004849
Rate EH, Optional Electric Space Heating				$234,064				
All kWh	86,543,565	$2,174,234	100.000%		$234,064	$0.002705	$0.002705	$0.002705
Rate DM, Secondary Dist. Service, Small				$3,294,595				
Summer, First 2800 kWh	170,200,668	$11,421,486	41.597%		$1,370,447	$0.008052	$0.008052	$0.008052
Summer, Next 3200 kWh	34,118,740	272,575	0.993%		32,706	$0.000959	$0.000959	$0.000959
Summer, Additional kWh	7,145,527	(16,613)	-0.061%		(1,993)	-$0.000279	-$0.000279	-$0.000279
Winter, First 2800 kWh	304,877,239	15,511,849	56.494%		1,861,243	$0.006105	$0.006105	$0.006105
Winter, Next 3200 kWh	36,273,309	289,751	1.055%		34,767	$0.000958	$0.000958	$0.000958
Winter, Additional kWh	7,822,643	(21,450)	-0.078%		(2,574)	-$0.000329	-$0.000329	-$0.000329
Rate DP, Service at Primary Dist.Voltage				$11,939,483				
First 1000 kW ($ per kW)	2,382,401	$18,531,268	25.394%		$3,031,941	$1.272641	$1.272641	$1.272641
Additional kW ($ per kW)	2,914,505	17,883,692	24.507%		2,925,989	$1.003941	$1.003941	$1.003941
Billing Demand Times 300	1,502,847,469	30,136,600	41.298%		4,930,714	$0.003281	$0.003281	$0.003281
Additional kWh	850,807,016	6,422,742	8.801%		1,050,839	$0.001235	$0.001235	$0.001235
Rate TS, Service at Transmission Voltage				$12,766,951				
First 50,000 kVA ($ per kVA)	4,400,833	$41,498,535	50.574%		$6,456,727	$1.467160	$1.467160	$1.467160
Additional kVA ($ per kVA)	1,922,708	13,069,803	15.928%		2,033,521	$1.057634	$1.057634	$1.057634
Billing Demand Times 300	1,812,324,514	18,192,113	22.171%		2,830,498	$0.001562	$0.001562	$0.001562
Additional kWh	1,527,278,893	9,295,019	11.328%		1,446,205	$0.000947	$0.000947	$0.000947
Rate TL, Traffic Lighting Service				$290,830				
All kWh	3,192,189	$29,004	2.081%		$6,052	$0.001896	$0.001896	$0.001896
Rate SL, Street Lighting Service	41,743,673	$788,454	56.565%		$164,509	$0.003941	$0.003941	$0.003941
Rate OL, Outdoor Lighting Service	21,512,921	406,336	29.151%		84,781	$0.003941	$0.003941	$0.003941
Rate NSU, Street Lighting	1,093,169	20,648	1.481%		4,308	$0.003941	$0.003941	$0.003941
Rate NSP, Private Outdoor Lighting	1,360,791	25,703	1.844%		5,363	$0.003941	$0.003941	$0.003941
Rate SE, Street Lighting Service	5,764,110	108,873	7.811%		22,716	$0.003941	$0.003941	$0.003941
All kWh								
Rate SC, Street Lighting								
Energy Only - All kWh	21,608,323	$2,788	0.198%		$577	$0.000027	$0.000027	$0.000027
Units - All kWh	316,965	5,987	0.430%		1,249	$0.003941	$0.003941	$0.003941
Rate UOLS, Unmetered Outdoor Lighting								
All kWh	10,940,320	$6,116	0.439%		$1,276	$0.000117	$0.000117	$0.000117
Totals	20,388,873,391	$758,270,849		$110,286,748	$110,286,748	100%	100%	100%

Duke Energy Ohio
Allocation Factors for Rider ESSC and Rider RC

Line No	Description	1 CP Allocation[1]		kWh Sales		1 CP & Energy for RS, EH, Lighting; 1 CP for All Others[2]	1 CP for DP and TS. All Others on Energy[3]
		1 CP	% of Total	Energy	% of Total	% of Total	% of Total
		(a)	(b)	(c)	(d)	(e)	(f)
	Rate Schedule:						
1	Residential (RS, TD, ORH)	2,065,765	48.56%	7,186,901,948	35.25%	41.90%	39.12%
2	*Electric Space Heating (EH)*	-	*0.00%*	*86,543,565*	*0.42%*	*0.21%*	*0.47%*
3	Secondary Distribution - Small (DM)	113,450	2.67%	560,438,126	2.75%	2.99%	3.05%
4	Unmetered Small Fixed Load (GSFL, ADPL)	5,164	0.12%	30,918,310	0.15%	0.14%	0.17%
5	Secondary Distribution (DS)	1,218,849	28.65%	6,723,281,089	32.98%	32.09%	36.60%
6	Primary Distribution (DP)	411,139	9.66%	2,353,654,485	11.54%	10.83%	9.66%
7	Transmission Voltage (TS)	439,633	10.33%	3,339,603,407	16.38%	11.58%	10.33%
8	Lighting	-	0.00%	107,532,461	0.53%	0.26%	0.59%
9	Total	4,254,000	100.00%	20,388,873,391	100.00%	100.00%	100.00%

Notes: [1] Per Duke Energy Ohio load research data.
[2] Allocate first to all customers on average of 1 CP and energy (kWh sales). Then allocate among non-Residential based on 1 CP.
[3] Allocate DP and TS using 1 CP. Then allocate among all remaining classes on energy.

DUKE ENERGY OHIO
TYPICAL BILL IMPACTS

NON-SHOPPERS - TOTAL BILL EXCLUDING USR AND OET

LINE NO.	RATE CODE	LEVEL of DEMAND (KW)	LEVEL of USE (KWH)	Dec-11 NON-SHOP ($)	Retail Prices for Jan 2012-May 2013: ESSC+ RC+LFA	RE (Bypassable)	Total Bill SSO Customer	Difference from 2011 SSO $	Difference from 2011 SSO %	Retail Prices for Jun 2013-May 2014: ESSC+ RC+LFA	RE (Bypassable)	Total Bill SSO Customer	Retail Prices for Jun 2014-Dec 2014: ESSC+ RC+LFA	RE (Bypassable)	Total Bill SSO Customer	Retail Prices for Jan 2015-May 2015: RC+LFA	RE (Bypassable)	Total Bill SSO Customer
1	RS	SUMMER																
2		NA	300	$42	$3	$17	$35	($7)	-16%									
3		NA	400	$54	$5	$22	$45	($9)	-17%									
4		NA	500	$66	$6	$28	$55	($11)	-17%									
5		NA	800	$101	$9	$44	$83	($18)	-18%									
6		NA	1,000	$125	$12	$55	$102	($22)	-18%									
7		NA	1,500	$192	$19	$88	$157	($35)	-18%									
8		NA	2,000	$259	$27	$121	$212	($48)	-18%									
9	RS	WINTER																
10		NA	300	$42	$3	$17	$35	($7)	-16%									
11		NA	400	$54	$5	$22	$45	($9)	-17%									
12		NA	500	$66	$6	$28	$55	($11)	-17%									
13		NA	800	$101	$9	$44	$83	($18)	-18%									
14		NA	1,000	$125	$12	$55	$102	($22)	-18%									
15		NA	1,500	$164	$13	$71	$133	($31)	-19%									
16		NA	3,000	$281	$17	$117	$226	($55)	-20%									

To Be Determined

NOTES: EXISTING GENERATION RATE IS COMPRISED OF BASE GEN, FPP, AAC, SRT, AND CD.

Rate Table ($ per kWh)

Generation Summer First 1000 kWh	$0.042345
Generation Summer Additional kWh	$0.056265
Generation Winter First 1000 kWh	$0.042345
Generation Winter Additional kWh	$0.009770
Rider AAC Summer First 1000 kWh	$0.008926
Rider AAC Summer Additional kWh	$0.011310
Rider AAC Winter First 1000 kWh	$0.008926
Rider AAC Winter Additional kWh	$0.003367
Rider SRA-CD Summer First 1000 kWh	$0.002561
Rider SRA-CD Summer Additional kWh	$0.003359
Rider SRA-CD Winter First 1000 kWh	$0.002561
Rider SRA-CD Winter Additional kWh	$0.001000
Rider SRT Summer First 1000 kWh	$0.000076
Rider SRT Summer Additional kWh	$0.000076
Rider SRT Winter First 1000 kWh	$0.000076
Rider SRT Winter Additional kWh	$0.000076
Rider FPP	$0.033137

Existing Rates	
Total Gen Summer First 1000 kWh	$0.087047
Total Gen SummerAdditional kWh	$0.104149
Total Gen Winter First 1000 kWh	$0.087047
Total Gen Winter Additional kWh	$0.047352
Customer Charge	$5.50
Distribution - All kWh	$0.022126
Rider TCR - All kWh *	$0.006365
Rider DR-IM - Per Bill	$1.050000
Rider UE-ED - All kWh	$0.001174
Rider DR-IKE - Per Bill	$0.350000
Rider ECF - All kWh *	$0.000075
Rider SAW - All kWh	$0.000928
* Expires after 12/31/11	
Total Delivery Customer Chg	$6.91
Total Delivery per kWh	$0.030668

PROPOSED ($/kWh)	1/12-5/13	6/13-5/14	6/14-12/14	1/15-5/15
Rider RC and Rider ESSC Summer First 1000 kWh	$0.011647			
Rider RC and Rider ESSC Summer Additional kWh	$0.015476			
Rider RC and Rider ESSC Winter First 1000 kWh	$0.011647			
Rider RC and Rider ESSC Winter Additional kWh	$0.002887			
Rider RE: Summer First 1000 kWh	$0.055230			
Rider RE: Summer Over 1000 kWh	$0.065712			
Rider RE: Winter First 1000 kWh	$0.055230			
Rider RE: Winter Over 000 kWh	$0.030700			
Rider AERR All kWh	$0.000388			
Rider BTR/RTEP All kWh	$0.003733			

To Be Determined

Note: No changes to distribution rates as a result of the ESP.

DUKE ENERGY OHIO
TYPICAL BILL IMPACTS

NON-SHOPPERS - TOTAL BILL EXCLUDING USR AND OET

LINE NO.	RATE CODE	LEVEL of DEMAND (KW)	LEVEL of USE (KWH)	Dec-11 NON-SHOP ($)	Retail Prices for Jan 2012-May 2013: ESSC+ RC+LFA	RE Bypassable	Total Bill SSO Customer	Difference from 2011 SSO $	Difference from 2011 SSO %	Retail Prices for Jun 2013-May 2014: ESSC+ RC+LFA	RE Bypassable	Total Bill SSO Customer	Retail Prices for Jun 2014-Dec 2014: ESSC+ RC+LFA	RE Bypassable	Total Bill SSO Customer	Retail Prices for Jan 2015-May 2015: RC+LFA	RE Bypassable	Total Bill SSO Customer
1	DM	SUMMER																
2		1	72	$30	$1	$5	$27	($3)	-9%									
3		1	144	41	2	9	$36	(5)	-13%									
4		1	288	65	4	19	$54	(11)	-17%									
5		5	360	76	5	23	$62	(14)	-18%									
6		5	720	134	10	46	$107	(27)	-20%									
7		5	1,440	250	20	93	$195	(55)	-22%									
8		10	720	134	10	46	$107	(27)	-20%									
9		10	1,440	250	20	93	$195	(55)	-22%									
10		10	2,880	473	39	183	$365	(108)	-23%									
11		15	1,080	192	15	70	$151	(41)	-21%									
12		15	2,160	366	30	139	$283	(82)	-23%									
13		15	4,320	553	42	220	$416	(137)	-25%									
14		15	6,480	665	44	272	$488	(177)	-27%									
15	DM	WINTER																
16		1	72	$28	$1	$4	$25	($2)	-9%									
17		1	144	37	2	8	$32	(5)	-13%									
18		1	288	56	3	16	$46	(9)	-17%									
19		5	360	65	4	19	$53	(12)	-18%									
20		5	720	112	8	39	$89	(24)	-21%									
21		5	1,440	206	15	78	$159	(47)	-23%									
22		10	720	112	8	39	$89	(24)	-21%									
23		10	1,440	206	15	78	$159	(47)	-23%									
24		10	2,880	388	30	153	$295	(94)	-24%									
25		15	1,080	159	11	58	$124	(36)	-22%									
26		15	2,160	300	23	116	$229	(71)	-24%									
27		15	4,320	468	32	190	$346	(122)	-26%									
28		15	6,480	580	35	242	$418	(162)	-28%									

[redacted]

To Be Determined

NOTES. EXISTING GENERATION RATE IS COMPRISED OF BASE GEN, FPP, AAC, SRT, AND CD.

Rate Table ($ per kWh)

Generation Summer First 2800 kWh	$0.067106
Generation Summer Next 3200 kWh	$0.008789
Generation Summer Additional kWh	-$0.002325
Generation Winter First 2800 kWh	$0.050887
Generation Winter Next 3200 kWh	$0.008788
Generation Winter Additional kWh	-$0.002742
Rider AAC Summer First 2800 kWh	$0.011832
Rider AAC Summer Next 3200 kWh	$0.003020
Rider AAC Summer Additional kWh	$0.001316
Rider AAC Winter First 2800 kWh	$0.009391
Rider AAC Winter Next 3200 kWh	$0.003024
Rider AAC Winter Additional kWh	$0.001249
Rider SRA-CD Summer First 2800 kWh	$0.003514
Rider SRA-CD Summer Next 3200 kWh	$0.000897
Rider SRA-CD Summer Additional kWh	$0.000391
Rider SRA-CD Winter First 2800 kWh	$0.002869
Rider SRA-CD Winter Next 3200 kWh	$0.000898
Rider SRA-CD Winter Additional kWh	$0.000371
Rider SRT Summer First 2800 kWh	$0.001361
Rider SRT Summer Next 3200 kWh	$0.001361
Rider SRT Summer Additional kWh	$0.001361
Rider SRT Winter First 2800 kWh	$0.001361
Rider SRT Winter Next 3200 kWh	$0.001361
Rider SRT Winter Additional kWh	$0.001361
Rider FPP	$0.032402

Existing Rates	
Total Gen Summer First 2800 kWh	$0.116215
Total Gen Summer Next 3200 kWh	$0.046469
Total Gen Summer Additional kWh	$0.033145
Total Gen Winter First 2800 kWh	$0.096910
Total Gen Winter Next 3200 kWh	$0.046473
Total Gen Winter Additional kWh	$0.032641
Customer Charge	$15.00
Distribution - Summer First 2800 kWh	$0.039017
Distribution - Summer 3200 kWh	$0.003246
Distribution - Summer Additional kWh	$0.001385
Distribution - Winter First 2800 kWh	$0.028008
Distribution - Winter 3200 kWh	$0.003246
Distribution - Winter Additional kWh	$0.001385
Rider TCR - All kWh *	$0.003720
Rider DR-IM - Per Bill	$1.690000
Rider UE-ED - Per Bill	$1.190000
Rider DR-IKE - Per Bill	$0.370000
Rider ECF - All kWh *	$0.000075
Rider SAW - All kWh	$0.001861
* Expires after 12/31/11	
Total Delivery Customer Chg	$18.25
Total All kWh Riders	$0.005658

PROPOSED ($/kWh)	1/12-5/13	6/13-5/14	6/14-12/14	1/15-5/15
Rider RC and Rider ESSC Summer First 2800 kWh	$0.013973	[redacted]		
Rider RC and Rider ESSC Summer Next 3200 kWh	$0.001684			
Rider RC and Rider ESSC Summer Additional kWh	-$0.000484			
Rider RC and Rider ESSC Winter First 2800 kWh	$0.010594			
Rider RC and Rider ESSC Winter Next 3200 kWh	$0.001663			
Rider RC and Rider ESSC Winter Additional kWh	-$0.000571			
Rider RE: Summer First 2800 kWh	$0.064562			
Rider RE: Summer Next 3200 kWh	$0.025658			
Rider RE: Summer Additional kWh	$0.018871			
Rider RE: Winter First 1000 kWh	$0.053883			
Rider RE: Winter Next 3200 kWh	$0.025657			
Rider RE: Winter Additional kWh	$0.018596			
Rider AERR All kWh	$0.000388			
Rider BTR/RTEP All kWh	$0.002911			

To Be Determined

Note: No changes to distribution rates as a result of the ESP.

DUKE ENERGY OHIO
TYPICAL BILL IMPACTS

AVERAGE RATE GROUP LOAD FACTOR (HOURS)=321

NON-SHOPPERS - TOTAL BILL EXCLUDING USR AND OET

LINE NO.	HOURS	RATE CODE	LEVEL of DEMAND (KW)	LEVEL of USE (KWH)	Dec-11 NON-SHOP ($)	Retail Prices for Jan 2012-May 2013: ESSC+ RC+LFA	RE Bypassable	Total Bill SSO Customer	Difference from 2011 SSO $	%	Retail Prices for Jun 2013-May 2014: ESSC+ RC+LFA	RE Bypassable	Total Bill SSO Customer	Retail Prices for Jun 2014-Dec 2014: ESSC+ RC+LFA	RE Bypassable	Total Bill SSO Customer	Retail Prices for Jan 2015-May 2015: RC+LFA	RE Bypassable	Total Bill SSO Customer
1	200	DS	30	6,000	$909	$198	$316	$741	-$168	-19%	[redacted]								
2	300		30	9,000	1,087	148	474	$854	(233)	-21%									
3	400		30	12,000	1,221	89	632	$959	(263)	-21%									
4	200		50	10,000	1,487	330	526	$1,206	(281)	-19%									
5	300		50	15,000	1,784	247	790	$1,395	(388)	-22%									
6	400		50	20,000	2,007	149	1,053	$1,570	(438)	-22%									
7	200		75	15,000	2,209	495	790	$1,788	(421)	-19%									
8	267		75	20,000	2,506	412	1,053	$1,977	(529)	-21%									
9	400		75	30,000	2,989	223	1,579	$2,333	(656)	-22%									
10	200		100	20,000	2,931	660	1,053	$2,369	(561)	-19%									
11	300		100	30,000	3,525	494	1,579	$2,748	(777)	-22%									
12	400		100	40,000	3,972	297	2,106	$3,096	(875)	-22%									
13	500		100	50,000	4,418	101	2,632	$3,445	(973)	-22%									
14	300		300	90,000	10,489	1,482	4,738	$8,159	(2,331)	-22%									
15	400		300	120,000	11,829	892	6,317	$9,204	(2,625)	-22%									
16	200		500	100,000	14,481	3,299	5,264	$11,675	(2,807)	-19%									
17	300		500	150,000	17,453	2,469	7,896	$13,569	(3,884)	-22%									
18	500		1,000	500,000	43,797	1,011	26,321	$34,062	(9,734)	-22%									

To Be Determined

NOTES: EXISTING GENERATION RATE IS COMPRISED OF BASE GEN, FPP, AAC, SRT, AND CD.

Rate Table ($ per kW/kWh)

CURRENT

Generation First 1000 kW	$8.6135
Generation Additional kW	$6.6138
Generation First 300 kWh/kW	$0.019682
Generation Additional kWh	$0.005957
Rider AAC First 1000 kW	$1.5468
Rider AAC Additional kW	$1.2236
Rider AAC First 300 kWh/kW	$0.003956
Rider AAC Additional kWh	$0.003286
Rider SRA-CD First 1000 kW	$0.4594
Rider SRA-CD Additional kW	$0.3634
Rider SRA-CD First 300 kWh/kW	$0.001175
Rider SRA-CD Additional kWh	$0.000976
Rider SRT First 1000 kW	$0.3190
Rider SRT Additional kW	$0.2752
Rider SRT First 300 kWh/kW	$0.000364
Rider SRT Additional kWh	$0.000189
Rider FPP	$0.032402

Existing Rates

Total Gen First 1000 kW	$10.9387
Total Gen Additional kW	$8.6760
Total Gen First 300 kWh/kW	$0.057579
Total Gen Additional kWh	$0.042810

NON-GENERATION

Customer Charge	$40.00
Distribution - All kW	$4.6848
Rider TCR - All kW *	$1.2568
Rider DR-IM - Per Bill	$1.69
Rider UE-ED - Per bill	$1.19
Rider DR-IKE - All kW	$0.1100
Rider ECF - All kWh *	$0.000075
Rider SAW - All kWh	$0.001781
* Expires after 12/31/11	
Total Delivery Customer Chg	$42.88
Total Delivery per kW	$6.0516
Total Delivery per kWh	$0.001856

PROPOSED

	1/12-5/13	6/13-5/14	6/14-12/14	1/15-5/15
Rider RC, LF and Rider ESSC First 1000 kW ($/kW)	$9.9	[redacted]		
Rider RC, LF and Rider ESSC Additional kW ($/kW)	$9.5			
Rider RC, LF and Rider ESSC First 300 kWh/kW ($/kWh)	-$0.01558			
Rider RC, LF and Rider ESSC Additional kWh ($/kWh)	-$0.01963			
	$0.00000			
Rider RE, All kWh ($/kWh)	$0.05264			
Rider AERR All kWh	$0.00038			
Rider BTR All kW	$0.97690			
Rider RTEP All kWh	-$0.00033			

To Be Determined

Note: No changes to distribution rates as a result of the ESP.

DUKE ENERGY OHIO
TYPICAL BILL IMPACTS

AVERAGE RATE GROUP LOAD FACTOR (HOURS)=444

NON-SHOPPERS - TOTAL BILL EXCLUDING USR AND OET

LINE NO.	HOURS	RATE CODE	LEVEL of DEMAND	LEVEL of USE	Dec-11 NON-SHOP	Retail Prices for Jan 2012-May 2013					Retail Prices for Jun 2013-May 2014			Retail Prices for Jun 2014-Dec 2014			Retail Prices for Jan 2015-May 2015		
						ESSC+ RC+LFA	RE	Total Bill SSO Customer	Difference from 2011 SSO $	Difference from 2011 SSO %	ESSC+ RC+LFA	RE	Total Bill SSO Customer	ESSC+ RC+LFA	RE	Total Bill SSO Customer	RC+LFA	RE	Total Bill SSO Customer
			(KW)	(KWH)	($)		Bypassable					Bypassable			Bypassable			Bypassable	
1	144	DP	100	14,400	$2,631	$787	$758	$2,280	($350)	-13%	[redacted]								
2	288		100	28,800	3,505	563	1,516	$2,841	(665)	-19%									
3	432		100	43,200	4,196	294	2,274	$3,357	(839)	-20%									
4	144		200	28,800	5,058	1,573	1,516	$4,357	(701)	-14%									
5	288		200	57,600	6,808	1,126	3,032	$5,479	(1,329)	-20%									
6	432		200	86,400	8,190	589	4,548	$6,511	(1,679)	-21%									
7	144		300	43,200	7,486	2,360	2,274	$6,435	(1,051)	-14%									
8	288		300	86,400	10,111	1,689	4,548	$8,117	(1,994)	-20%									
9	432		300	129,600	12,183	883	6,822	$9,665	(2,518)	-21%									
10	144		500	72,000	12,341	3,933	3,790	$10,589	(1,752)	-14%									
11	288		500	144,000	16,716	2,814	7,580	$13,392	(3,323)	-20%									
12	432		500	216,000	20,170	1,472	11,371	$15,973	(4,197)	-21%									
13	144		800	115,200	19,625	6,293	6,064	$16,821	(2,804)	-14%									
14	288		800	230,400	26,623	4,503	12,129	$21,306	(5,317)	-20%									
15	432		800	345,600	32,150	2,356	18,193	$25,434	(6,716)	-21%									
16	144		1,000	144,000	24,480	7,866	7,580	$20,975	(3,505)	-14%									
17	288		1,000	288,000	33,229	5,629	15,161	$26,582	(6,647)	-20%									
18	432		1,000	432,000	40,137	2,945	22,741	$31,742	(8,395)	-21%									
19	144		1,500	216,000	35,572	11,577	11,371	$31,140	(4,433)	-12%									
20	288		1,500	432,000	48,695	8,221	22,741	$39,550	(9,145)	-19%									
21	432		1,500	648,000	59,058	4,195	34,112	$47,290	(11,768)	-20%									
22	144		3,000	432,000	68,848	22,710	22,741	$61,632	(7,216)	-10%									
23	288		3,000	864,000	95,094	15,997	45,483	$76,452	(18,642)	-18%									
24	432		3,000	1,296,000	115,820	7,946	68,224	$93,933	(21,887)	-19%									

To Be Determined

NOTES: EXISTING GENERATION RATE IS COMPRISED OF BASE GEN, FPP, AAC, SRT, AND CD.

Rate Table ($ per kW/kWh)

CURRENT

Generation First 1000 kW	$7.7784
Generation Additional kW	$8.1361
Generation First 300 kWh/kW	$0.020053
Generation Additional kWh	$0.007549
Rider AAC First 1000 kW	$1.3970
Rider AAC Additional kW	$1.1020
Rider AAC First 300 kWh/kW	$0.004455
Rider AAC Additional kWh	$0.003572
Rider SRA-CD First 1000 kW	$0.4149
Rider SRA-CD Additional kW	$0.3273
Rider SRA-CD First 300 kWh/kW	$0.001323
Rider SRA-CD Additional kWh	$0.001061
Rider SRT First 1000 kW	$0.4135
Rider SRT Additional kW	$0.3454
Rider SRT First 300 kWh/kW	$0.000665
Rider SRT Additional kWh	$0.000375
Rider FPP	$0.032402

Existing Rates

Total Gen First 1000 kW	$10.0038
Total Gen Additional kW	$7.9108
Total Gen First 300 kWh/kW	$0.058898
Total Gen Additional kWh	$0.044959
Customer Charge	$200.00
Distribution - All kW	$3.7700
Rider TCR - All kW *	$1.6448
Rider DR-IM - Per Bill	$1.69
Rider UE-EO - Per bill	$1.19
Rider DR-IKE - All kW	$0.1100
Rider ECF - All kWh *	$0.000075
Rider SAW - All kWh	$0.001781
* Expires after 12/31/11	
Total Delivery Customer Chg	$202.88
Total Delivery per kW	$5.5248
Total Delivery per kWh	$0.001856

PROPOSED

	1/12-5/13	6/13-5/14	6/14-12/14	1/15-5/15
Rider RC, LF and Rider ESSC First 1000 kW ($/kW)	$10.1	[redacted]		
Rider RC, LF and Rider ESSC Additional kW ($/kW)	$9.6			
Rider RC, LF and Rider ESSC First 300 kWh/kW ($/kWh)	-$0.01553			
Rider RC, LF and Rider ESSC Additional kWh ($/kWh)	-$0.01892			
Rider RE, All kWh ($/kWh)	$0.05264			
Rider AERR All kWh	$0.00038			
Rider BTR All kW	$1.18230			
Rider RTEP All kWh	-$0.00033			

To Be Determined

Note: No changes to distribution rates as a result of the ESP.

DUKE ENERGY OHIO
TYPICAL BILL IMPACTS

AVERAGE RATE GROUP LOAD FACTOR (HOURS)=528

NON-SHOPPERS - TOTAL BILL EXCLUDING USR AND OET

LINE NO.	HOURS	RATE CODE	LEVEL of DEMAND (KVA)	LEVEL of USE (KWH)	Dec-11 NON-SHOP ($)	Retail Prices for Jan 2012-May 2013: ESSC+ RC+LFA	RE Bypassable	Total Bill SSO Customer	Difference from 2011 SSO $	Difference from 2011 SSO %	Retail Prices for Jun 2013-May 2014: ESSC+ RC+LFA	RE Bypassable	Total Bill SSO Customer	Retail Prices for Jun 2014-Dec 2014: ESSC+ RC+LFA	RE Bypassable	Total Bill SSO Customer	Retail Prices for Jan 2015-May 2015: RC+LFA	RE Bypassable	Total Bill SSO Customer
1	200	TS	1,000	200,000	$23,399	$6,728	$10,167	$18,412	($4,987)	-21%	[redacted]								
2	400		1,000	400,000	32,261	2,947	20,335	$24,818	(7,442)	-23%									
3	200		2,500	500,000	58,195	16,819	25,418	$45,728	(12,467)	-21%									
4	400		2,500	1,000,000	80,350	7,367	50,836	$61,744	(18,606)	-23%									
5	200		5,000	1,000,000	116,188	33,638	50,836	$91,254	(24,934)	-21%									
6	400		5,000	2,000,000	160,499	14,735	101,673	$123,287	(37,212)	-23%									
7	200		10,000	2,000,000	232,175	67,276	101,673	$182,308	(49,867)	-21%									
8	400		10,000	4,000,000	320,797	29,470	203,346	$248,373	(74,424)	-23%									
9	600		10,000	6,000,000	405,999	(9,345)	305,018	$309,429	(96,570)	-24%									
10	200		20,000	4,000,000	484,149	134,551	203,346	$384,414	(99,735)	-21%									
11	400		20,000	8,000,000	641,393	58,940	406,691	$492,544	(148,849)	-23%									
12	520		25,061	13,043,867	932,279	15,255	663,103	$712,330	(219,949)	-24%									
13	535		29,866	15,964,371	1,128,863	10,037	811,571	$862,096	(266,767)	-24%									
14	681		38,553	26,253,097	1,697,645	(96,603)	1,334,613	$1,290,775	(406,869)	-24%									
15	400		80,000	32,000,000	2,467,613	215,602	1,626,755	$1,949,416	(518,197)	-21%									
16	600		80,000	48,000,000	3,149,229	(94,916)	2,440,148	$2,453,865	(695,364)	-22%									
17	500		100,000	50,000,000	3,489,911	67,029	2,541,821	$2,743,601	(728,310)	-21%									
18	600		200,000	120,000,000	7,629,381	(287,685)	6,100,370	$6,083,966	(1,545,415)	-20%									

To Be Determined

NOTES: EXISTING GENERATION RATE IS COMPRISED OF BASE GEN, FPP, AAC, SRT, AND CD.

Rate Table ($ per kVA/kWh)

CURRENT

Generation First 50,000 kVA	$9.429700
Generation Additional kVA	$6.797600
Generation First 300 kWh/kVA	$0.010038
Generation Additional kWh	$0.006068
Rider AAC First 50,000 kVA	$1.693600
Rider AAC Additional kVA	$1.220900
Rider AAC First 300 kWh/kVA	$0.002909
Rider AAC Additional kWh	$0.003310
Rider SRA-CD First 50,000 kVA	$0.503000
Rider SRA-CD Additional kVA	$0.362600
Rider SRA-CD First 300 kWh/kVA	$0.000864
Rider SRA-CD Additional kWh	$0.000983
Rider SRT First 50,000 kVA	$0.372600
Rider SRT Additional kVA	$0.372600
Rider SRT First 300 kWh/kVA	$0.000160
Rider SRT Additional kWh	$0.000190
Rider FPP	$0.031926

Total Gen First 50,000 kVA	$11.9989
Total Gen Additional kW	$8.7537
Total Gen First 300 kWh/kVA	$0.045897
Total Gen Additional kWh	$0.042477
Customer Charge	$200.00
Distribution - All kVA	$0.0000
Rider TCR - All kVA *	$1.9943
Rider DR-IM - Per Bill	$0.0000
Rider UE-ED - Per bill	$1.1900
Rider DR-IKE - All kVA	$0.0000
Rider ECF - All kWh *	$0.000075
Rider SAW - All kWh	$0.000049
* Expires after 12/31/11	
Total Delivery Customer Chg	$201.19
Total Delivery per kVA	$1.9943
Total Delivery per kWh	$0.000124

PROPOSED

	1/12-5/13	6/13-5/14	6/14-12/14	1/15-5/15
Rider RC, LF and Rider ESSC First 50,000 kVA ($/kVA)	$10.4	[redacted]		
Rider RC, LF and Rider ESSC Additional kVA ($/kVA)	$9.7			
Rider RC, LF and Rider ESSC First 300 kWh/kVA ($/kWh)	-$0.01839			
Rider RC, LF and Rider ESSC Additional kWh ($/kWh)	-$0.01940			
Rider RE, All kWh ($/kWh)	$0.05083			
Rider AERR All kWh	$0.00038			
Rider BTR All kVA	$1.29600			
Rider RTEP All kWh	-$0.00033			

To Be Determined

Note: No changes to distribution rates as a result of the ESP.