

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of)	
Duke Energy Ohio, Inc., for an)	Case No. 12-1682-EL-AIR
Increase in Electric Distribution Rates.)	
In the Matter of the Application of)	
Duke Energy Ohio, Inc., for Tariff)	Case No. 12-1683-EL-ATA
Approval.)	
In the Matter of the Application of)	
Duke Energy Ohio, Inc., for Approval)	Case No. 12-1684-EL-AAM
to Change Accounting Methods.)	

STIPULATION AND RECOMMENDATION

Ohio Administrative Code (O.A.C.), Section 4901-1-30, provides that any two or more parties to a proceeding before the Public Utilities Commission of Ohio (Commission) may enter into a written stipulation covering the issues presented in that proceeding. This Stipulation and Recommendation (Stipulation) sets forth the understanding of Duke Energy Ohio, Inc. (Duke Energy Ohio or the Company), the Office of the Ohio Consumers' Counsel (OCC), the Commission Staff (Staff),¹ Ohio Partners for Affordable Energy (OPAE), Interstate Gas Supply, Inc., the City of Cincinnati, The Greater Cincinnati Health Council, Cincinnati Bell Telephone Company LLC, Cincinnati Bell Wireless, LLC, Cyrus One, Inc., The Kroger Co., Direct Energy Services, LLC and Direct Energy Business, LLC, Ohio Manufacturers' Association, and People Working Cooperatively, Inc. (PWC), University of Cincinnati, Miami University,

¹ The Staff of the Public Utilities Commission of Ohio will be considered a party for the purpose of entering into this Stipulation pursuant to Ohio Administrative Code Sections 4901-1-10(C) and 4901-1-30.

Natural Resources Defense Council, The Ohio Environmental Council, and the Ohio Energy Group, each of whom is a Signatory Party, and together constitute the Signatory Parties or Parties. The Signatory Parties recommend that the Commission approve and adopt, as part of its Opinion and Order, this Stipulation that resolves all of the issues in the above-captioned proceedings.

This Stipulation is a product of lengthy, serious, arm's-length bargaining among the Signatory Parties with diverse interests, who are all capable, knowledgeable parties, which negotiations were undertaken by the Signatory Parties to settle these proceedings and is not intended to reflect the views or proposals that any individual party may have advanced acting unilaterally. This Stipulation was negotiated among all parties to these proceedings. The Signatory Parties agree that this Stipulation is in the best interests of the public, and urge the Commission to adopt it.

This Stipulation is supported by adequate data and information. As a package, the Stipulation benefits customers and the public interest; represents a reasonable resolution of all issues in this proceeding, and violates no regulatory principle or practice. While this Stipulation is not binding on the Commission, it is entitled to careful consideration by the Commission, where, as here, it is sponsored by parties representing a wide range of interests.

Except for purposes of enforcement of the terms of this Stipulation, this Stipulation, the information and data contained therein or attached, and any Commission rulings adopting it, shall not be cited as precedent in any future proceeding for or against any Signatory Party or the Commission itself. The circumstances of these cases are unique to them, and thus imputing the terms of this Stipulation into any other case

undermines the willingness of the parties to compromise that is a necessary element of negotiating settlements in Commission proceedings. The Signatory Parties' agreement to this Stipulation, in its entirety, shall not be interpreted in a future proceeding before this Commission as their agreement to only an isolated provision of this Stipulation, or to any position, argument or recommendation contained in the record of these proceedings or otherwise presented in these proceedings. More specifically, no one element or item contained in or supporting this Stipulation shall be construed or applied to attribute the results set forth in this Stipulation as the results that any Signatory Party might support or seek, but for this Stipulation in these proceedings or in any other proceeding. The Stipulation is recognition that each Signatory Party believes that the Stipulation has value as a whole. This Stipulation is a reasonable compromise involving a balancing of competing positions and it does not necessarily reflect the position that one or more of the Signatory Parties would have taken if these issues had been fully litigated.

This Stipulation is expressly conditioned upon its adoption by the Commission in its entirety and without material modification.² If the Commission rejects or materially modifies all or any part of this Stipulation, each and every Signatory Party shall have the right, within thirty days of issuance of the Commission's Order, to file an application for rehearing or to terminate and withdraw from the Stipulation by filing a notice with the Commission. The Signatory Parties agree they will not oppose or argue against any other Signatory Party's notice of termination or application for rehearing that seeks to uphold the original, unmodified Stipulation. If, upon rehearing, the Commission does not adopt the Stipulation in its entirety and without material modification, any Signatory Party may

² Each Signatory Party has the right, at its sole discretion, to determine what constitutes a "material" change for the purposes of that Party terminating and withdrawing from the Stipulation.

terminate and withdraw from the Stipulation. Termination and withdrawal from the Stipulation shall be accomplished by filing a notice with the Commission, including service to all Signatory Parties in this proceeding, within thirty days of the Commission's Order or ruling on rehearing that does not adopt the Stipulation in its entirety and without material modification. In that event, other Signatory Parties to this Stipulation agree to not oppose the termination and withdrawal from the Stipulation by any other Signatory Party. Upon the filing of a notice of termination and withdrawal by a Signatory Party, the Stipulation shall immediately become null and void.

Prior to the filing of such a notice, the Signatory Party wishing to terminate agrees to work in good faith with the other Signatory Parties to achieve an outcome that substantially satisfies the intent of the Stipulation and, if a new agreement is reached that includes the Signatory Party wishing to terminate, then the new agreement shall be filed for Commission review and approval. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are unsuccessful in reaching a new agreement that includes all Signatory Parties to the present Stipulation, the Commission will convene an evidentiary hearing such that the Signatory Parties will be afforded the opportunity to present evidence through witnesses and cross-examination, present rebuttal testimony, and brief all issues that the Commission shall decide based upon the record and briefs as if this Stipulation had never been executed.

WHEREAS, all of the related issues and concerns raised by the Parties have been addressed in the substantive provisions of this Stipulation and reflect, as a result of such discussions and compromises by the Parties, an overall reasonable resolution of all such issues;

WHEREAS, this Stipulation is the product of discussions and negotiations of the Parties and is not intended to reflect the views or proposals that any individual Party may have advanced acting unilaterally;

WHEREAS, this Stipulation represents an accommodation of the diverse interests represented by the Parties and is entitled to careful consideration by the Commission;

WHEREAS, this Stipulation represents a serious compromise of complex issues and involves substantial benefits that would not otherwise have been achievable; and

WHEREAS, the Parties believe that the agreements herein represent a fair and reasonable resolution to the issues raised in the case concerning Duke Energy Ohio's Application in these proceedings;

NOW THEREFORE, the Parties stipulate, agree, and recommend that the Commission make the following findings and issue its Opinion and Order in these proceedings adopting and approving this Stipulation in accordance with the following:

1. REVENUE REQUIREMENT

The Parties agree that Duke Energy Ohio's revenue requirement for electric distribution service is \$413,559,278, excluding all riders, which reflects a \$49.0 million increase in overall base distribution revenues. Duke Energy Ohio agrees to withdraw its pending request in Case No. 11-974-EL-FAC, with prejudice, related to recovery of 2011 fuel expense and Duke Energy Ohio agrees to withdraw Rider RECON upon approval of the Order in this proceeding. The \$49.0 million increase includes Duke Energy Ohio's vegetation management expense for the test year of \$11.0 million, and an annual baseline of \$4.4 million for major storm recovery, and includes the collection in distribution rates of the full amount of the Cincinnati

franchise fee.

2. RETURN ON EQUITY

The Parties agree that Duke Energy Ohio's actual capital structure of 53.3% equity and 46.7% debt and a return on equity (ROE) of 9.84% shall be established by the Commission in these proceedings. The ROE agreed upon in this Stipulation shall not be used as precedent in any future electric proceeding except for the purpose of determining the revenue requirement for collection from customers in proceedings addressing the Company's SmartGrid Rider (Rider DR-IM). The Company shall use 5.32%, as established in these proceedings, as its cost of debt for determining carrying charges for future electric deferral requests until it is reset as part of the resolution of Duke Energy Ohio's next electric distribution rate case proceeding. Duke Energy Ohio shall bear the burden of proof with respect to any future ROE request not otherwise provided for in this provision.

3. NEW BASE RATES

- a. The Parties agree to the retail electric distribution revenue increase as shown in Stipulation Attachment 1, which reflects a \$49.0 million increase in overall base distribution revenues.
- b. The Parties agree that Duke Energy Ohio shall use the billing determinants as reflected in the Direct Testimony of Staff Witness Matthew Snider, filed in these proceedings on March 20, 2013. The electric rates will be computed using the kWh, kW, and customer count numbers that appear in pages 10 through 29 of Attachment MS-1, to the Testimony of Matthew D. Snider (March 20, 2013) filed

in these proceedings.³

- c. The Parties agree to establish Duke Energy Ohio's monthly residential service customer charge at \$6.00 per bill for rates RS, ORH, and CUR. The Parties agree to establish Duke Energy Ohio's monthly low-income residential service customer charge for rate RSLI at \$2.00. Duke Energy Ohio agrees it shall alter the design of its residential electric heating rate (ORH) in a revenue neutral manner to the Company, so that the summer block matches rate RS. This rate equalization shall not affect the rates of other customer classes. Through at least the time of the next base distribution rate case, the distribution rates as proposed for residential customers will not include a Straight Fixed Variable (SFV) rate design.
- d. The Parties agree that the revenue increase will be allocated between Rates DP and DS so that the percentage increase will be the same for both classes. This rate equalization shall not affect the rates of other customer classes.

4. DEPRECIATION

The Parties agree that Duke Energy Ohio shall use the depreciation rates as reflected in the Staff Report and as subsequently amended for Company Account 3703 in the Direct Testimony of Staff Witness Judy Sarver,

5. STORM TRACKER

Duke Energy Ohio shall withdraw its request to establish a storm deferral and tracking mechanism in these proceedings. The Company agrees that it will not seek recovery from customers or deferral of incremental storm expense for 2012 storms. This provision does not deny the Company any rights to seek deferral authority for

³ The Company agrees to these billing determinants for the purpose of this Stipulation only and makes no assertion that it agrees or disagrees with Mr. Snider's results.

incremental storm costs for future events after 2012. The revenue requirement of \$49.0 million includes an annual baseline of \$4.4 million for recovery of costs incurred during major storm, also known as a major event as defined in Rule 4901:1-10-01 (Q), O.A.C., and based on methodology developed by the Institute of Electrical and Electronic Engineers, (IEEE).

6. TARIFFS

- a. Duke Energy Ohio shall file applicable compliance tariffs within fourteen days of the submission of this Stipulation and Recommendation to the Commission. The compliance tariffs shall include the tariff language filed with the Application, as amended by the Staff Report and this Stipulation. All work papers supporting the tariffs shall be provided to interested Parties upon request. Interested Parties will review and comment within ten days of receipt of the proposed tariffs.

- b. Facilities Relocation-Mass Transportation (Rider FRT):

The Parties agree to the recommendations of the Staff and OCC that Rider FRT not be approved in these proceedings.

- c. Right-of-Way Tariff: The Parties agree that Duke Energy Ohio shall modify its proposed right of way tariff to read as follows:

The customer, without reimbursement, shall furnish all necessary rights of way upon or across property owned or controlled by the customer for any and all of the Company's facilities that are necessary or incidental to the supplying of service to the customer, or to continue service to the customer.

The customer, without reimbursement, will make or procure conveyance to the Company, all necessary rights of way upon or across property owned or controlled by the customer along dedicated streets and roads, satisfactory to the Company, for the Company's lines or extensions thereof necessary or maintenance incidental to the supplying of service to customers beyond the customer's property, in the form of Grant or

instrument customarily used by the Company for these facilities.

Where the Company seeks access to the customer's property not along dedicated streets and roads for the purpose of supplying or maintaining service to customers beyond the customer's property, the Company will endeavor to negotiate such right of way through an agreement that is acceptable to both the Company and the customer, including with compensation to the customer. Notwithstanding the foregoing, the Company and its customers maintain all their rights under the law with respect to the Company acquiring necessary rights of way in the provision of service to its customers.

7. PEOPLE WORKING COOPERATIVELY WEATHERIZATION

Duke Energy Ohio agrees to continue annual funding in the amount of \$522,000 to PWC for weatherization for low-income customers in Duke Energy Ohio's service area, as currently reflected in Duke Energy Ohio's base electric distribution rates. Such funding shall remain in place until the effective date of the rates from Duke Energy Ohio's next electric distribution base rate case. It is explicitly agreed among the parties that no additional ratepayer funds for PWC weatherization programs are included in the \$49.0 increase to the revenue requirement agreed to by the Parties to this Stipulation.

8. OHIO PARTNERS FOR AFFORDABLE ENERGY

Duke Energy Ohio agrees to provide OPAE \$350,000 per year through shareholder contributions to be used for the funding of a fuel fund to be administered by OPAE in Duke Energy Ohio's service territory. The fund will be managed in conjunction with the Ohio Development Services Agency. Assistance to consumers will be provided through the agencies in the Duke Energy Ohio service territory that provide assistance under the Emergency Home Energy Assistance Program. OPAE may elect, at its discretion, to use the funds in whole or in part for either electric or natural gas bill

payment assistance. This annual funding shall remain in place until the effective date of the rates from Duke Energy Ohio's next electric distribution base rate case.

9. SMART METER CUSTOMER LISTS

Duke Energy Ohio agrees to provide to competitive retail electric suppliers (CRES), upon request and on a quarterly basis, names and addresses from the eligible customer list (meaning customers who have not opted out of having their information provided to CRES) where Duke Energy Ohio has installed a Smart Meter/AMI with two-way interval data communication capabilities. Duke Energy Ohio will provide the first of the quarterly lists by June 1, 2013. Duke Energy Ohio shall also promptly update its eligible customer list [PUCO Electric No. 20, Sheet No. 36.6, Section 7.3(d)(xii)] to indicate which customers have a Smart Meter/AMI installed.

10. FILING OF UPDATED INFORMATION

The Parties agree that in light of the fact that the Parties have reached agreement on the issues, the Company does not need to provide a comparison of twelve months actual income statement to the partially forecasted income statement as required by the Standard Filing Requirements (Appendix A, Section 5 (d), page 11 of 194.

11. STAFF REPORT RESOLVES OTHER ISSUES

The Parties agree that the Staff Report resolves the remaining issues not addressed in this Stipulation and Recommendation.

IN WITNESS THEREOF, the undersigned Parties agree to this Stipulation as of this 2nd day of April 2013. The undersigned Parties respectfully request the Commission to issue its Opinion and Order approving and adopting this Stipulation.

On Behalf of Staff of the Public Utilities Commission of Ohio



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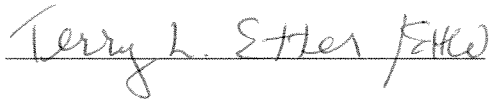
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DUKE ENERGY OHIO
CASE NO. 12-1682-EL-AIR
ELECTRIC REVENUE DISTRIBUTION PER STIPULATION
BASED ON BILLING DETERMINANTS FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2012 (1)
(ELECTRIC SERVICE)

LINE NO.	RATE CODE (A)	CLASS / DESCRIPTION (B)	CUSTOMER BILLS (1) (C)	SALES (1) (D)	DISTRIBUTION REVENUE AT PRESENT RATES (E)	TOTAL (2) REVENUE AT PRESENT RATES (F)	REVENUE CHANGE AMOUNT (G)	DISTRIBUTION REVENUE AT PROPOSED RATES (H=E+G)	TOTAL (2)(3) REVENUE AT PROPOSED RATES (I=F+G)	% DISTRIBUTION REVENUE CHANGE (J=G/E)	% TOTAL REVENUE CHANGE (K=G/F)
RESIDENTIAL SERVICE											
1	RS	RESIDENTIAL SERV	7,259,014	7,055,366,828	\$196,031,623	\$702,310,611	\$26,318,640	\$222,350,263	\$728,629,251	13.43%	3.75%
2	ORH	OPTIONAL HEATING SERVICE	2,381	6,316,563	144,177	451,990	4,132	148,309	456,122	2.87%	0.91%
3	TD-2012 BASE	OPTIONAL TIME OF DAY SERVICE	795	595,793	17,556	59,594	2,313	19,869	61,907	13.17%	3.88%
4	TD-2012 PLUS	OPTIONAL TIME OF DAY SERVICE	842	630,841	18,590	62,232	2,449	21,039	64,681	13.17%	3.94%
5	TD-2012 MAX	OPTIONAL TIME OF DAY SERVICE	579	434,578	12,801	42,266	1,686	14,487	43,952	13.17%	3.99%
6	TD	OPTIONAL TIME OF DAY SERVICE	272	420,264	10,334	34,275	1,360	11,694	35,635	13.16%	3.97%
7	CUR	COMMON USE RESIDENTIAL SERVICE	164,581	88,758,658	2,869,068	9,329,091	367,741	3,236,809	9,696,832	12.82%	3.94%
8	RS3P	RESIDENTIAL THREE-PHASE SERVICE	1,980	4,348,487	112,055	391,576	14,975	127,030	406,551	13.36%	3.82%
9	RS1	RESIDENTIAL SERVICE-LOW INCOME	95,696	76,712,480	1,840,884	7,406,090	294,556	2,135,440	7,700,646	16.00%	3.98%
10	TOTAL RESIDENTIAL		7,526,140	7,233,584,492	\$201,057,088	\$720,087,725	\$27,007,852	\$228,064,940	\$747,095,577	13.43%	3.75%
DISTRIBUTION VOLTAGE SERVICE											
11	DS	SEC DISTRIBUTION SERV	242,331	6,366,398,533	\$103,942,613	\$536,020,778	\$14,967,175	\$118,909,788	\$550,987,953	14.40%	2.79%
12	DS RTP	SEC DISTRIBUTION SERV RTP	37	1,266,732	33,073	194,946	7,130	40,203	202,076	21.56%	3.66%
13	GSFL	UNMETERED SMALL FIXED LOAD	4,199	30,132,228	574,449	2,605,426	73,808	648,257	2,679,234	12.85%	2.89%
14	EH	ELEC SPACE HTG	6,945	69,191,199	1,193,241	5,680,337	179,886	1,379,127	5,860,223	15.00%	3.17%
15	DM	SEC DIST SERV-SMALL	464,869	534,641,413	19,303,315	57,244,823	1,469,964	20,773,279	58,714,787	7.62%	2.57%
16	DP	PRIM DIST VOLTAGE	4,630	2,318,196,651	21,326,406	174,735,726	3,071,644	24,398,050	177,807,370	14.40%	1.76%
17	DP RTP	PRIM DIST VOLTAGE RTP	63	8,275,353	183,408	3,054,493	39,533	222,941	3,094,026	21.55%	1.29%
18	SL-ADPL	OPT UNMETERED SM FX LD ATTACH DIRECTLY PWR LINE	49	506,335	9,297	58,017	1,195	10,492	59,212	12.85%	2.06%
19	TOTAL DISTRIBUTION		723,123	9,328,608,442	\$146,571,802	\$779,594,546	\$19,810,335	\$166,382,137	\$796,404,881	13.52%	2.54%
TRANSMISSION VOLTAGE SERVICE											
20	TS	TRANSMISSION SERV	631	3,115,139,371	\$114,800	\$186,813,164	\$0	\$114,800	\$186,813,164	0.00%	0.00%
21	TS RTP	TRANSMISSION SERV RTP	22	22,688,541	7,150	7,150	-	7,150	7,150	0.00%	0.00%
22	TOTAL TRANSMISSION		653	3,137,827,912	\$121,950	\$186,820,314	\$0	\$121,950	\$186,820,314	0.00%	0.00%
LIGHTING SERVICE											
23	SL	STREET LIGHTING	527,707	39,007,820	\$5,067,633	\$8,303,092	\$1,422,595	\$6,490,228	\$9,725,687	28.07%	17.13%
24	TL	TRAFFIC LIGHTING	424,166	18,168,696	144,640	1,780,956	40,604	185,244	1,821,560	28.07%	2.28%
25	OL	OUTDOOR LIGHTING	207,043	20,517,593	1,653,869	3,266,112	464,277	2,118,146	3,730,389	28.07%	14.21%
26	NSU	NON STD STREET LIGHTING	22,147	1,029,982	93,215	189,077	26,166	119,381	215,243	28.07%	13.84%
27	NSP	NON STD POL'S	26,411	1,339,766	250,767	372,416	70,395	321,162	442,811	28.07%	18.90%
28	SC	S.L - CUST OWNED	1,152	21,155,286	97,689	1,358,199	27,423	125,112	1,385,622	28.07%	2.02%
29	SE	S.L - OVERHEAD EQUIV	80,663	4,987,426	387,415	817,845	108,754	496,169	926,599	28.07%	13.30%
30	UOLS	UNMETERED OUTDOOR LIGHTING	10,655	16,686,247	76,940	1,020,880	21,599	98,539	1,042,479	28.07%	2.12%
31	TOTAL LIGHTING		1,299,944	122,892,816	7,772,168	17,108,577	2,181,813	9,953,981	19,290,390	28.07%	12.75%
32	TOTAL RETAIL		9,549,860	19,822,893,663	\$355,523,008	\$1,703,611,162	\$49,000,000	\$404,523,008	\$1,752,611,162	13.78%	2.88%
OTHER MISCELLANEOUS REVENUE											
33	INTERDEPARTMENTAL		12	4,004,501	\$275,197	\$275,197	\$0	\$275,197	\$275,197	0.00%	0.00%
34	BAD CHECK CHARGES		-	-	-	-	-	-	-	0.00%	0.00%
35	LATE PAYMENT CHARGES		-	-	-	-	-	-	-	0.00%	0.00%
36	RECONNECTION CHARGES		-	-	-	-	-	-	-	0.00%	0.00%
37	RENTS		-	-	2,771,052	2,771,052	-	2,771,052	2,771,052	0.00%	0.00%
38	POLE CONTACT RENTALS		-	-	1,563,439	1,563,439	-	1,563,439	1,563,439	0.00%	0.00%
39	INTERCOMPANY		24	1,415,959	21,889	21,889	-	21,889	21,889	0.00%	0.00%
40	SPECIAL CONTRACTS		-	-	4,404,693	4,404,693	-	4,404,693	4,404,693	0.00%	0.00%
41	OTHER MISC		36	5,420,460	9,036,270	9,036,270	-	9,036,270	9,036,270	0.00%	0.00%
42	TOTAL MISC		-	-	-	-	-	-	-	0.00%	0.00%
43	TOTAL COMPANY		9,549,896	19,828,314,123	\$364,559,278	\$1,712,647,432	\$49,000,000	\$413,559,278	\$1,761,647,432	13.44%	2.86%

(1) SEE ATTACHMENT MS-7 OF PREPARED TESTIMONY OF MATTHEW SNIDER
(2) ASSUMES RIDER CHARGES IN EFFECT AT THE TIME OF THE ORIGINAL FILING
(3) ASSUMES ALL LOAD IS NON-SWITCHING AND PAYS SSO RATES FOR GENERATION SERVICE.

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Case No(s). 12-1682-EL-AIR, 12-1683-EL-ATA, 12-1684-EL-AAM

Summary: Stipulation Stipulation and Recommendation electronically filed by Carys Cochern
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