



Duke Energy  
139 E. Fourth Street  
Cincinnati, OH 45202

122

May 3, 2013

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PUCO

The Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street  
11<sup>th</sup> Floor  
Columbus, OH 43215-3793

RE: In the Matter of the Application of Duke Energy )	Case No. 12-1682-EL-AIR
Ohio, Inc. for an Increase in Electric Distribution )	Case No. 12-1683-EL-ATA
Rates )	Case No. 12-1684-EL-AAM

Docketing Division:

Enclosed for filing in compliance with the Commission's Order dated May 1, 2013 in the above referenced cases are four (4) sets of revised tariffs. Also enclosed are copies of the updated Index.

One copy of the enclosed tariff is for filing with TRF Docket Number 89-6002-EL-TRF.

Please time-stamp the enclosed extra copy and return for our file. Thank you.

Very truly yours,

Jim Ziolkowski  
Rates Manager

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician JK Date Processed MAY 03 2013

# INDEX TO APPLICABLE ELECTRIC TARIFF SCHEDULES AND COMMUNITIES SERVED

	<u>Sheet No.</u>	<u>Effective Date</u>
<b><u>SERVICE REGULATIONS</u></b>		
Service Agreements.....	20	05/06/13
Supplying and Taking of Service.....	21	05/06/13
Customer Choice Enrollment and Participation Guidelines.....	22	01/01/12
Customer's and Company's Installation.....	23	07/13/09
Metering.....	24	04/03/06
Billing and Payment.....	25	07/13/09
Credit and Deposit Provisions.....	26	01/05/09
Application of Service Regulations.....	27	04/03/06
Establishment of Credit (4901:1-17 OAC).....	Supplement A	05/06/13
Disconnection of Service (4901:1-18 OAC).....	Supplement B	05/06/13
<b><u>RESIDENTIAL SERVICE</u></b>		
Rate RS, Residential Service.....	30	05/06/13
Rate ORH, Optional Residential Service with Electric Space Heating.....	31	05/06/13
Rate TD-AM, Optional Time-of-Day Rate for Residential Service with Advanced Metering (Pilot).....	32	05/06/13
Rate TD, Optional Time-of-Day Rate.....	33	05/06/13
Rate CUR, Common Use Residential Service.....	34	05/06/13
Rate RS3P, Residential Three-Phase Service.....	35	05/06/13
Rate RSLI, Residential Service – Low Income.....	36	05/06/13
Rider PTR, Peak Time Rebate – Residential Pilot Program.....	37	05/06/13
Rate TD-CPP_LITE.....	38	05/06/13
Rate TD-LITE.....	39	05/06/13
<b><u>DISTRIBUTION VOLTAGE SERVICE</u></b>		
Rate DS, Service at Secondary Distribution Voltage.....	40	05/06/13
Rate GS-FL, Optional Unmetered for Small Fixed Loads.....	41	05/06/13
Rate EH, Optional Rate for Electric Space Heating.....	42	05/06/13
Rate DM, Secondary Distribution Service-Small.....	43	05/06/13
Rate DP, Service at Primary Distribution Voltage.....	44	05/06/13
Reserved for Future Use.....	45	
Rate SFL-ADPL, Optional Unmetered Rate for Small Fixed Loads.....	46	05/06/13
Rider NM-H, Net Metering Rider – Hospitals.....	47	01/01/12
Rider NM, Net Metering Rider.....	48	01/01/12
Rate IS, Interconnection Service.....	49	01/01/12
<b><u>TRANSMISSION VOLTAGE SERVICE</u></b>		
Rate TS, Service at Transmission Voltage Primary Voltage.....	50	05/06/13

Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio. .

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 10.57  
Cancels and Supersedes  
Sheet No. 10.56  
Page 2 of 5

**INDEX TO APPLICABLE ELECTRIC TARIFF SCHEDULES AND COMMUNITIES SERVED**

	<u>Sheet No.</u>	<u>Effective Date</u>
<b><u>OTHER RIDERS</u></b>		
Reserved for Future Use .....	51	
Reserved for Future Use.....	52	
Reserved for Future Use .....	53	
Reserved for Future Use .....	54	
Reserved for Future Use.....	55	
Reserved for Future Use .....	56	
Reserved for Future Use .....	57	
Reserved for Future Use .....	58	
Reserved for Future Use.....	59	
<b><u>LIGHTING SERVICE</u></b>		
Rate SL, Street Lighting Service.....	60	05/06/13
Rate TL, Traffic Lighting Service.....	61	05/06/13
Rate OL, Outdoor Lighting Service.....	62	05/06/13
Rate NSU, Street Lighting Service for Non-Standard Units.....	63	05/06/13
Rate NSP, Private Outdoor Lighting for Non-Standard Units.....	64	05/06/13
Rate SC, Street Lighting Service – Customer Owned.....	65	05/06/13
Rate SE, Street Lighting Service.....	66	05/06/13
Rate UOLS, Unmetered Outdoor Lighting Electric Service.....	67	05/06/13
Rate OL-E, Outdoor Lighting Equipment Installation.....	68	01/01/12
Reserved for Future Use.....	69	
<b><u>RIDERS</u></b>		
Rider DR-IKE, Storm Recovery Rider.....	70	01/01/12
Rider DIR, Development Incentive Rider.....	71	07/13/09
Rider TS, Temporary Service.....	72	04/03/06
Rider X, Line Extension Policy.....	73	03/03/10
Rider EEPF, Electricity Emergency Procedures for Long Term Fuel Shortages.....	74	04/03/06
Rider EEPF, Electricity Emergency Procedures.....	75	04/03/06
Rider LM, Load Management Rider.....	76	05/06/13
Reserved for Future Use.....	77	
Rider TES, Thermal Energy Storage Rider.....	78	04/03/06
Rider GP, Green Power.....	79	05/06/13
Reserved for Future Use.....	80	
Rider EER, Energy Efficiency Revolving Loan Program Rider.....	81	04/03/06
Reserved for Future Use.....	82	
Rider OET, Ohio Excise Tax Rider.....	83	01/01/12

Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio. .

Issued: May 2, 2013

Effective: May 6, 2013

Issued by James P. Henning, President

**INDEX TO APPLICABLE ELECTRIC TARIFF SCHEDULES AND COMMUNITIES SERVED**

	<u>Sheet No.</u>	<u>Effective Date</u>
<b><u>RIDERS (Cont'd.)</u></b>		
Reserved for Future Use .....	84	
Reserved for Future Use .....	85	
Rider USR, Universal Service Fund Rider.....	86	01/02/13
Rider PLM, Peak Load Management Program.....	87	05/06/13
Rider UE-GEN, Uncollectible Expense Electric Generation.....	88	09/28/12
Rider BTR, Base Transmission Rider.....	89	09/28/12
<b><u>MISCELLANEOUS</u></b>		
Rate RTP, Real Time Pricing Program.....	90	05/06/13
Bad Check Charge.....	91	04/03/06
Charge for Reconnection of Service.....	92	04/03/06
Cogeneration and Small Power Production Sale and Purchases.....	93	05/06/13
Rider BDP, Backup Delivery Point Capacity Rider.....	94	01/01/12
Rider MDC, Meter Data Charges.....	95	01/01/12
Rider MSC, Meter Service Charges.....	96	01/05/09
Rider RTO, Regional Transmission Organization Rider .....	97	09/28/12
Rider GSS, Generation Support Service.....	98	05/06/13
Rider SBS, Optional Summary Billing Service Pilot.....	99	04/03/06
Reserved for Future Use.....	100	
Reserved for Future Use.....	101	
Rate AER, Renewable Energy Certificate Purchase Offer Agreement.....	102	10/20/10
Reserved for Future Use.....	103	
Rider DR-IM, Infrastructure Modernization Rider.....	104	04/02/13
Rider DR-ECF, Economic Competitiveness Fund Rider.....	105	04/02/13
Rider DR-SAWR, Energy Efficiency Recovery Rider Rate.....	106	01/02/13
Rider DR-SAW, Energy Efficiency Recovery Rider.....	107	01/01/12
Rider UE-ED, Uncollectible Expense – Electric Distribution Rider.....	108	09/28/12
Rider RECON, Fuel and Reserve Capacity Reconciliation Rider.....	109	05/06/13
Rider AER-R, Alternative Energy Recovery Rider.....	110	04/02/13
Rider RC, Retail Capacity Rider.....	111	01/01/12
Rider RE, Retail Energy Rider.....	112	01/01/12
Rider ESSC, Electric Security Stabilization Charge Rider.....	113	04/02/13
Rider LFA, Load Factor Adjustment Rider.....	114	01/01/12
Rider SCR, Supplier Cost Reconciliation Rider.....	115	04/02/13
PIPP Customer Discount.....	116	01/01/12
Rider EE-PDRR, Energy Efficiency and Peak Demand Response Recovery Rate	119	09/28/12
Rider EE-PDR, Energy Efficiency and Peak Demand Response Recovery Rider	120	09/28/12
Rate TD-13, Optional Time-Of-Day Rate for Residential Service with Advanced Metering (PILOT).....	121	05/01/13
Rider DM-I, Industrial Demand Management (PILOT).....	123	04/02/13
Rate PA, Pole Attachments Tariff (PUCO No. 1).....	Sheet 1.6	01/01/12

Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio. .

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 10.57  
Cancels and Supersedes  
Sheet No. 10.56  
Page 4 of 5

**INDEX TO APPLICABLE ELECTRIC TARIFF SCHEDULES AND COMMUNITIES SERVED**

<b><u>Division and Town Names</u></b>	<b><u>Town</u></b>		<b><u>Town</u></b>
<b><u>Division No. 1 (Cincinnati)</u></b>	<b><u>No.</u></b>	<b><u>Division No. 2 (Middletown) (Contd.)</u></b>	<b><u>No.</u></b>
Addyston .....	17	Preble County.....	93
Amberley Village .....	33	Springboro.....	45
Arlington Heights.....	03	Trenton.....	52
Blue Ash .....	30	Warren County.....	92
Cheviot .....	04	West Elkon .....	47
Cincinnati .....	01	<b><u>Division No. 3 (Batavia)</u></b>	
Clermont County .....	96	Amelia.....	89
Cleves .....	18	Batavia.....	78
Columbia Township .....	55	Brown County .....	98
Deer Park .....	05	Chilo.....	90
Delhi Township .....	70	Clermont County.....	96
Elmwood Place.....	06	Clinton County.....	95
Evendale.....	40	Columbia Township.....	55
Fairfax .....	41	Fayetteville.....	84
Forest Park.....	20	Felicity.....	75
Glendale.....	07	Hamilton County.....	91
Golf Manor.....	38	Higginsport.....	79
Green Township .....	71	Highland County.....	99
Greenhills.....	36	Midland.....	85
Hamilton County .....	91	Milford (Clermont County).....	69
Indian Hill .....	34	Milford (Hamilton County).....	68
Lincoln Heights .....	37	Moscow.....	72
Lockland .....	08	Mt. Orab.....	76
Madeira .....	21	Neville.....	83
Mariemont .....	09	New Richmond.....	74
Montgomery.....	24	Newtownsville.....	81
Mt. Healthy.....	10	Owensville.....	82
Newtown.....	42	Russellville.....	77
North Bend.....	26	St. Martin.....	88
North College Hill.....	11	Terrace Park.....	70
Norwood.....	02	Warren County.....	92
Reading.....	12	Williamsburg.....	73
St. Bernard .....	13	<b><u>Division No. 4 (Oxford)</u></b>	
Sharonville.....	14	Butler County.....	97
Silverton.....	15	College Corner (Butler Co.).....	65
Springdale.....	19	College Corner (Preble Co.) .....	66
Springfield Township.....	73	Oxford.....	60
Sycamore Township.....	74	Preble County.....	93
Woodlawn.....	35	<b><u>Division No. 5 (Fairfield)</u></b>	
Wyoming.....	16	Butler County .....	97
<b><u>Division No. 2 (Middletown)</u></b>		Fairfield .....	09
Butler County.....	97	Hamilton.....	03
Carlisle.....	54	Hamilton County.....	91
Franklin.....	43	Millville.....	08
Jacksonburg.....	46	New Miami.....	01
Mason.....	06	Seven Mile.....	02

Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio. .

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Sheet No. 10.57  
Cancels and Supersedes  
Sheet No. 10.56  
Page 5 of 5

---

**INDEX TO APPLICABLE ELECTRIC TARIFF SCHEDULES AND COMMUNITIES SERVED**

<b><u>Division and Town Names</u></b>	<b><u>Town</u></b>
<b><u>Division No. 6 (Harrison)</u></b>	<b><u>No.</u></b>
Middletown.....	42
Monroe.....	40
Montgomery County.....	94
Hamilton County.....	91
Harrison.....	01
<b><u>Division No. 7 (Loveland)</u></b>	
Butler.....	04
Clermont County.....	96
Clinton County.....	95
Hamilton County.....	91
Loveland (Clermont County).....	11
Loveland (Hamilton County).....	09
Loveland (Warren County).....	10
Maineville.....	08
Mason.....	06
Morrow.....	07
Pleasant Plain.....	03
South Lebanon.....	05
Warren County.....	92

Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio. .

---

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Effective: May 6, 2013

Issued by James P. Henning, President

## **ELECTRIC SERVICE REGULATIONS**

### **SECTION I - SERVICE AGREEMENTS**

#### **1. Application for Service.**

When a customer desires electric service, application shall be made to the Company, specifying the date service is desired and the place where service is to be furnished. An oral application may be accepted by the Company, although a written application or agreement may be required at the option of the Company at the time of application or at any later time.

When a customer requests to be enrolled in the Customer Choice program he or she shall do so in accordance with the guidelines established in Section III, Customer Choice Enrollment and Participation Guidelines.

#### **2. Customer's Right to Cancel or Suspend Service.**

A customer may terminate electric service by giving the Company reasonable notice, but not less than three (3) business days prior to termination. The Company will accept such notice as a cancellation of service, except as may be provided in a signed service agreement, rate schedules, or elsewhere in these ELECTRIC SERVICE REGULATIONS.

#### **3. Company's Right to Refuse or to Disconnect Service**

The Company, in addition to all other legal remedies, may terminate the service agreement and refuse or discontinue service to an applicant, consumer or customer, for any of the following reasons:

- (a) Upon the request of the customer for temporary disconnection of service for maintenance or other reasons. A residential customer residing in a single family home should contact the Company approximately four (4) hours in advance of the time of requested disconnection. All other residential and non-residential customers shall contact the Company at least three (3) business days in advance of date of the requested disconnections. Note: If any rewiring or change in electric service is being done during the disconnection period, other Company requirements must be met before electric service will be reconnected;
- (b) When the customer has moved from the premises, neglected to request disconnection of service, and an investigation by the Company indicates that service is no longer required;
- (c) When continued service would jeopardize the life or property of the customer, the Company, or the public, service may be disconnected without notice to the customer;
- (d) When supplying electricity to any consumer or customer creates a dangerous condition on the consumer's or customer's premises or where, because of conditions beyond the consumer's or customer's premises, termination of the supply of electricity is reasonably necessary. Service will not be restored until such dangerous condition or conditions have been corrected;

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---

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**SECTION I - SERVICE AGREEMENTS (Contd.)**

- (e) When providing service is in conflict or incompatible with any laws, regulations or orders of the Public Utilities Commission of Ohio, the State of Ohio or any political subdivision thereof, or of the Federal Government or any of its agencies;
- (f) When a customer or applicant refuses to provide reasonable access to the premises or ignores repeated requests for access pursuant to Rule 4901:1-18-03 (E) of the Ohio Administrative Code.
- (g) When in the sole opinion of the Company, the customer's equipment interferes with the electric service provided to other customers;
- (h) For any violation of or refusal to comply with these ELECTRIC SERVICE REGULATIONS as filed with the Public Utilities Commission of Ohio;
- (i) For any violation of or refusal to comply with the requirements as outlined in the Company's publications relating to electric service as set forth in Section II, Paragraph 9, Service Voltages and Regulations;
- (j) For any violation of or refusal to comply with requirements contained in special agreements or contracts between the customer and the Company;
- (k) Nonpayment of bills when due, for non-residential customers only, pursuant to Rule 4901:1-10-17 of the Ohio Administrative Code.

For the disconnection of service to residential customers for nonpayment of bills, the Company will follow the procedures as set forth in Section VII Paragraph 1, Disconnection for Nonpayment: Residential Customers, of these ELECTRIC SERVICE REGULATIONS; and

- (l) In the event the consumer or customer resorts to theft or any fraudulent representation or practice in the obtaining of electric supplied, or is the beneficiary of any such fraudulent representation or practice, or the meter, metering equipment or other property used to supply the service has been damaged or tampered with by the consumer or customer, his servants or agents.

Service will not be restored until the consumer or customer has given satisfactory assurance that such fraudulent or damaging practice will be discontinued, and has paid to the Company an amount estimated by the Company to be reasonable compensation for service fraudulently obtained and not paid for and for any damage to property of the Company including any cost to repair the damage.

Failure of the Company to exercise any of its rights for the above reasons does not affect its right to resort thereafter to any such remedies for the same or any future default or breach by the customer. Refusal of or disconnection of service is not an exclusive remedy. The Company may exercise any other appropriate remedy provided by law including civil suit and/or criminal prosecution.

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---

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## **SECTION I - SERVICE AGREEMENTS (Contd.)**

### **4. Change of Address of the Customer**

When the customer's address changes, the customer must give notice thereof to the Company prior to the date of change. The customer is responsible for all service supplied to the vacated premises until such notice has been received and the Company has had reasonable time, but not less than three (3) business days, to discontinue service.

If the customer moves to an address at which the customer requires electric service for any purpose specified in the service agreement, and at which address the Company has such service available under the same rate schedule, the notice is considered as the customer's request that the Company transfer such service to the new address. If the Company does not have such service available at the new address, the old service agreement is considered cancelled. If the Company does have service available at the new address to which a different rate schedule applies, a new service agreement, including the applicable rate schedule, is offered to the customer. The Company shall transfer service within a reasonable time after receipt of notice.

### **5. Successors and Assigns**

The benefits and obligations of the application for service shall inure to and be binding upon the successors and assigns, survivors and executors or administrators, as the case may be, of the original parties thereto, for the full term thereof, to the extent permitted by applicable law, provided that no assignment hereof shall be made by the customer without first obtaining the Company's written consent.

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## **SECTION II - SUPPLYING AND TAKING OF SERVICE**

### **1. Supplying of Service**

Service is supplied under and pursuant to these ELECTRIC SERVICE REGULATIONS and any modifications or additions thereto lawfully made and approved by the Public Utilities Commission of Ohio.

The services supplied under these Service Regulations are governed by applicable provisions of the Ohio Revised Code (ORC) and the Ohio Administrative Code (OAC). No provision of these Service Regulations shall be read to contradict any provision of either the ORC or the OAC except pursuant to a waiver granted by the Public Utilities Commission of Ohio.

Notwithstanding any provisions of Title XLIX of the ORC to the contrary and irrespective of the voltage level at which service is taken, any customer who receives non-competitive retail service from the Company shall be considered a retail electric distribution service customer.

Service is supplied under a given rate schedule at such points of delivery as are adjacent to the Company's facilities which are adequate and suitable, as to capacity and voltage, for the service desired; otherwise, special agreements between the customer and the Company may be required. Should the electric power requirements of the customer change, as to capacity or use, the Company may require that the service be supplied from a different facility if the original facility is or becomes inadequate and unsuitable for the service desired. If special agreements between the customer and the Company are required, electric service will not be supplied until the agreements are executed by the customer and the Company.

Service will not be supplied to any premises if at the time of application for service applicant is indebted to Company for service previously supplied at the same or other premises for like services until payment of such indebtedness shall have been made. Unpaid balances of previously rendered final bills may be transferred and included on the initial or subsequent bill for a like service account. Such transferred final bills, if unpaid, will be part of the past due balance of the transferee account and subject to the Company's collection and disconnection procedures which are governed by Chapters 4901:1-10 and 4901:1-18 of the OAC. The transfer of bills is limited to like service, i.e., residential to residential, commercial to commercial, gas to gas, electric to electric, and combination to combination. The unpaid balances for electric and gas service in a combination account shall remain separate. The transfer of unpaid balances from a combination account to a transferee combination account is limited to like service, i.e., electric to electric and gas to gas. Any transfer of gas, electric or combination accounts shall not affect the residential customer's right to elect and maintain an extended payment plan for gas, electric or combination service under Rule 4901:1-18-10 of the OAC.

The availability of service under this tariff, P.U.C.O. Electric No. 19, to customers who have elected to relieve the Company of its obligation to provide generation service under the Company's regulated Standard Offer Rate shall be subject to the rules, regulations and Orders of the Public Utilities Commission of Ohio.

Commercial service will not be supplied or continued to any premises if at the time of application for

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---

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## **SECTION II - SUPPLYING AND TAKING OF SERVICE (Contd.)**

commercial service, applicant or customer is merely acting on behalf of or is a business representative of a present or former commercial customer who is indebted to the Company for commercial service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Commercial service will not be supplied where the applicant or customer is a person, or partnership which person or whose general partner is a present or former customer who is indebted to the Company for commercial service previously supplied at the same or other premises until payment of such indebtedness shall have been made.

### **2. Information Relative to Service**

Information relative to the service that will be supplied at a given location must be obtained from the Company. This information should be requested at least thirty (30) days in advance of the time of construction of the project to allow the necessary time required to determine the exact engineering details for the individual customer installation. Such information will be confirmed in writing, if requested by the customer. The customer's service terminals are to be located at a point readily accessible to the Company's facilities, such point to be determined by the Company.

In any instance where the Company determines that a prospective customer must sign a construction, maintenance, or special equipment agreement, or any other written agreement in order to provide for the ongoing and overall service of the customer's electric requirements, all such agreements must be fully executed and received by the Company prior to the energizing of the customer's system. The providing of energy on a temporary basis has no effect on the above requirements relating to permanent service.

### **3. Continuity of Service**

The Company will make reasonable provisions to supply satisfactory and continuous electric service, but does not guarantee a constant or uninterrupted supply of electricity and shall not be liable for any damage or claim of damage attributable to any interruption or reversal of service caused by accident or casualty, extraordinary action of the elements, action of any governmental authority, litigation, deficiency of supply, or by any cause which the Company could not have reasonably foreseen and made provision against.

### **4. Suspension of Service for Repairs and Changes**

When necessary to make repairs to or changes in the Company's plant, generating equipment, transmission or distribution systems, or other property, the Company may, without incurring any liability therefore, suspend service for such periods as may be reasonably necessary and in such manner as not to inconvenience the customer unnecessarily.

### **5. Use of Service**

Service is supplied directly to the customer through the meter and is to be used by the customer only for the purposes specified in and in accordance with the provisions of the applicable rate schedule and

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## **SECTION II - SUPPLYING AND TAKING OF SERVICE (Contd.)**

these regulations and any service agreement.

The customer will not build lines across or under a street, alley, lane, court or avenue or other public space in order to obtain service for adjacent property through one meter, even though such adjacent property is owned by customer, without the prior written approval of the Company.

In case of unauthorized sale, extension or other disposition of service, the Company may discontinue the supplying of service to the customer until such unauthorized act is discontinued and full payment is made for all service

supplied or used, billed on proper classification and rate schedule, and reimbursement in full made to the Company for all extra expenses incurred, including expenses for clerical work, testing and inspections. Failure of the Company to exercise its right to discontinue the supplying of service in the above situations does not affect its right to resort thereafter to such remedy for the same or any future default or breach by the customer. For residential customers engaging in such practices, discontinuation of supply is governed by the provisions of OAC, Chapter 4901:1-18.

No other electric light or power service shall, except under a contract for auxiliary or supplementary service, be used by the customer on the same installation in conjunction with the Company's service, either by means of a "throwover" switch or any other connection.

No emergency power supply of an "on premises" or similar basis shall be connected to the customer's wiring installation, either by means of a "throwover" switch or any other means, without advance notification and written approval from the Company and without provisions to prevent feedback into the Company's equipment which could be a safety hazard to the Company's personnel.

All cogeneration and/or small power production customers shall, in addition to the requirements contained in these ELECTRIC SERVICE REGULATIONS, the latest edition of the National Electrical Code and the latest edition of the Company's "Information & Requirements for Electric Service," be required to meet the requirements contained in the Company's "Guideline Technical Requirements for Parallel Operation of Customer Generation." A separate written contract is required between the owners of all such facilities and the Company.

### **6. Customer's Responsibility**

The Customer assumes all responsibility on the customer's side of the point of delivery (the end of the Company's service drop or where the Company's wires are joined to the customer's wires or apparatus) for the service supplied or taken, as well as for the electrical installation and maintenance, appliances, and apparatus used in conjunction therewith, and will save the Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on the customer's side of the point of delivery.

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---

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## **SECTION II - SUPPLYING AND TAKING OF SERVICE (Contd.)**

### **7. Right-of-Way**

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.

### **8. Access to Premises**

The properly authorized agents of the Company shall at all reasonable hours have the right and privilege to enter the premises of customers for the purpose of reading meters, testing or determining the compliance of the customer's installation with the Company's requirements and of examining, repairing, replacing or removing the meters or for removing or disconnecting any or all of the Company's equipment, or other Company property, and for all other purposes incidental to the supplying of service, and for such purpose the customer authorizes and requests his landlord, if any, to permit such access to the premises. Reasonable hours of access are the daylight hours except for emergencies, where requested by the customer, or with the customer's consent and except for disconnection for nonpayment of bills, which hours of access are subject to the provisions under Section VII Paragraph 1, Disconnection for Nonpayment: Residential Customers, of these ELECTRIC SERVICE REGULATIONS.

Upon request, the Company's authorized agent shall identify himself/herself, provide Company photo identification and state the reasons for the visit.

If, after the Company has made reasonable efforts to obtain access to the premises for the purposes described above, the customer fails to grant the Company access, the customer denying access shall be deemed in violation of these ELECTRIC SERVICE REGULATIONS pursuant to Section I Paragraph 3 herein, Company's Right to Refuse or to Disconnect Service. In the case of residential customers, the Company may disconnect service when the customer, through their action or inaction, prevents Company personnel from reading the meter for twelve (12) or more consecutive months. In the case of a non-residential customer, the Company shall give the customer not less than five (5) days written notice before service is disconnected.

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## **SECTION II - SUPPLYING AND TAKING OF SERVICE (Contd.)**

If judicial redress against the customer or landlord is necessary to secure access to the premises for the purposes described above, the Company may collect from the customer or the landlord a charge covering the Company's expenses in securing access, including but not limited to court costs and attorney's fees. This charge may be added to any account of the customer or the landlord and shall be due with the current charges on that account.

### **9. Service Voltages and Regulations**

The Company will provide service at the nominal voltage levels as stated in the latest revision of the Company's booklet entitled "Information & Requirements for Electric Service," copies of which are available at the Company's offices. Those nominal voltage levels and service configurations are shown below.

- A. The following service voltages, 600 volts or less, are supplied by the Company:
  - 1. Single-phase, 3-wire, 120/240 volts AC at 60 Hz.
  - 2. Three-phase, 4-wire, 208Y/120 volts AC at 60 Hz.
  - 3. Three-phase, 4-wire, 480Y/277 volts AC at 60 Hz.
- B. The following service voltages, over 600 volts, are supplied by the Company:
  - 1. Three-phase, 4-wire, 4160Y/2400 volts AC at 60Hz.
  - 2. Three-phase, 4-wire, 12470Y/7200 volts AC at 60 Hz.
  - 3. Three-phase, 4-wire, 34500Y/19920 volts AC at 60 Hz.
  - 4. Three-phase, 3-wire, 69000 volts AC at 60 Hz.
  - 5. Three-phase, 3-wire, 138000 volts AC at 60 Hz.
- C. The following voltages are available for limited use: (for availability, contact the Company)
  - 1. Single-phase, 3-wire, 120/208 volts AC at 60 Hz.
  - 2. Three-phase, 4-wire, 240/120 volt AC at 60 Hz
  - 3. Three-phase, 3-wire, 33000 volts AC at 60 Hz.
- D. These voltages are nominal and may vary depending on operating conditions:
  - 1. Three-phase, 4-wire services are supplied with a grounded neutral.
  - 2. Three-phase, 3-wire services are supplied without a neutral.

For all service supplied at nominal voltage levels of 34.5 kV three phase four-wire (3P 4-wire) and lower, except for 34.5 kV three phase three-wire (3P 3-wire), the Company shall design and operate its system as provided for in the current version of the American National Standard ANSI C84.1-1995(R2001), approved by American National Standards Institute, Inc. The limits noted for utilization voltage levels do not apply to momentary voltage excursions that may result from such causes as switching operations, motor starting currents, etc.

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## **SECTION VI - BILLING AND PAYMENT**

### **1. Billing Periods - Time and Place for Payment of Bills**

Bills ordinarily are rendered at monthly intervals. Non-receipt of bills by the customer does not release or diminish the obligation of the customer with respect to payment thereof.

The word "month" as it pertains to the supply of service shall mean the period of approximately thirty (30) days between meter readings, as fixed and made by the Company. Meters are ordinarily read monthly, however, meters may be read more or less frequently in such instances as, when special readings are required, at the customer's request, or when the Company has been unable to obtain readings. If the Company has been unable to obtain a meter reading for a period of twelve (12) consecutive months, the Company may, at its option, refuse or disconnect service to the premises in accordance with Section I Paragraph 3, Company's Right to Refuse or Disconnect Service, of these ELECTRIC SERVICE REGULATIONS. The Company shall have the right to establish billing districts for the purpose of reading meters and rendering bills to customers at various dates. A change or revision of any rate schedule shall be applicable to all bills on which the final monthly meter reading was taken on or after the effective date of such change or revision, except as otherwise ordered by the Public Utilities Commission of Ohio.

Where the Company is unable to obtain a meter reading, estimated bills, so identified, will be rendered for an estimated amount to permit normal monthly payment, such payments to be credited to the next bill rendered.

When the Company is requested by the customer to terminate service, or when the Company discovers a customer has terminated service by moving from the premises served, or when the Company disconnects service due to nonpayment of the account or for other reasons, the Company will render a final bill addressed to the customer's forwarding address, if known, or to the last known address, for the entire balance of the account, including a bill calculation from the last read date, pursuant to Rule 4901:1-10-05 (1) of the Ohio Administrative Code, with special meter readings taken for combination gas and electric and gas only accounts and identified estimated meter readings being used for non-heating electric only accounts. Unpaid balances of previously rendered final bills may be transferred to the new account and included on initial or subsequent bills.

When the customer begins use of service, an initial bill is normally rendered for the period from the initial date of service to the first regular meter reading date for the billing district in which the premises is located, this period normally being less than one month, except that the bill is suspended if the period is less than eight (8) days.

All of the Company's rate schedules are established on a monthly basis which would include monthly billing periods in accordance with the Company's meter reading schedule. A normal meter reading period consists of the number of days between scheduled reads, that is, between twenty-seven (27) and thirty-five (35) days, plus or minus three (3) working days. Where billing amounts reflects a period of more than one (1) month, those amounts shall be prorated based on the normal scheduled meter reading dates and divided into increments of one (1) month or less. If the increments represents less than one (1) month, the appropriate billing components will be billed as a prorated portion of the period defined by the normal scheduled meter reading dates.

Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

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## **SECTION VI - BILLING AND PAYMENT (Contd.)**

Bills are due on the date indicated thereon as being the last day for payment of the net amount, and the due date shall not be less than twenty-one (21) days after the mailing of the bill. Bills are payable only at the Company's offices or authorized agencies for collection. If a partial payment is made, the amount will be applied to items of indebtedness in the same order as they have accrued, starting with regulated charges followed by non-regulated charges, pursuant to Rule 4901:1-10-33 (H) of the Ohio Administrative Code.

### **2. Selection of Rate Schedule**

When a prospective customer makes application for service, the Company will, upon request, assist in the selection of the Rate Schedule most favorable to customer for the service requested. The selection will be based on the prospective customer's statement as to the class of service desired, the amount and manner of use, and any other pertinent information.

A customer being billed under one of two or more optional rate schedules applicable to the customer's class of service may elect to be billed on any other applicable rate schedule by notifying the Company in writing, and the Company will bill the customer under such elected schedule from and after the date of the next meter reading. However, a customer having made such a change of rate schedule may not make another such change within the next twelve months, or as otherwise provided elsewhere in the applicable rate schedules.

### **3. Temporary Discontinuance of Service**

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

### **4. Availability of Budget Billing**

The Company has available to its customers a "Budget Billing Plan" which minimizes billing amount fluctuations over a twelve month period. The Company may exercise discretion, as permitted by Rule 4901:1-18-05 (D) of the Ohio Administrative Code, to restrict the availability of such a plan to customers who:

- (a) Have no arrearages (other than amounts already incorporated in a previously agreed upon extended payment plan); and
- (b) Are not in default on a previously agreed upon extended payment plan.

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**SECTION VI - BILLING AND PAYMENT (Contd.)**

**5. Bill Adjustment**

Overcharges will be refunded to the customer for the entire period of inaccurate billing if that period is discernible. If the period of inaccurate billing is not discernible, the shortest period encompassing the elapsed time since the customer's "on" date, the installation date of the inaccurate meter, or 365 days will form the basis for determining the refund amount.

Undercharges may be billed and the customer shall pay the charges for the entire period of inaccurate billing when that period is discernible, except undercharges billed to residential customers shall be limited to a maximum of 365 days prior to the date the billing is corrected. There will be no maximum limit of time for cases involving tampering or theft of utility service, or where a physical act of a customer or its agent causes inaccurate or no recording of the meter reading, or inaccurate or no measurement of the electricity rendered.

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## **SECTION VII - CREDIT AND DEPOSIT PROVISIONS**

### **1. Disconnection for Nonpayment: Residential Customers**

The Company will comply with the provisions of the disconnection rules set forth in Chapters 4901:1-10 and 4901:1-18 OAC (Ohio Administrative Code) as amended.

### **2. Disconnection for Nonpayment: Non-Residential Customers**

An account will be considered delinquent and be subject to the Company's disconnection procedures for non-payment if the Company's charges in any bill remains unpaid after the due date.

The Company will mail or otherwise give notice of impending disconnection for nonpayment to the customer prior to disconnection.

The Company may charge a landlord \$2.50 per notice in situations where a master metered apartment building is subject to disconnection and the Company is required to put a notice on each apartment unit. This provision is subject to 4901:1-18-08 of the Ohio Administrative Code.

### **3. Reconnection of Service**

Reconnection of service that has been disconnected for nonpayment shall be made pursuant to the following provisions:

- (a) Upon payment or proof of payment, including any reconnection charge, for service that was previously disconnected, reinstatement of service shall be made by the close of the following regular Company working day.
- (b) If service is disconnected and the customer wishes to guarantee the reinstatement of service the same day on which payment is rendered, the customer must make payment in the Company's business office, or provide proof of payment, and notify the Company before 12:30 p.m. that reinstatement of service is requested the same day. If the Company is notified after 12:30 p.m. of a customer's desire for same day reinstatement of service, the after hour charges specified in PUCO Electric Sheet No. 92 will apply.
- (c) If a Company employee, whose original purpose was to disconnect the service, has provided the customer a means to avoid disconnection, service which otherwise would have been disconnected shall remain intact, and no reconnection charge shall be assessed. However, a collection charge of fifteen dollars (\$15.00) may be assessed.

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## **SECTION VII - CREDIT AND DEPOSIT PROVISIONS (Contd.)**

- d) If a guarantor is required in order to re-establish service, the guarantor must sign an acknowledgment of willingness to accept the responsibility for payment of the customer's entire past due billed amount (up to 60 days for residential customers) owed the Company in case of the customer's default.

### **4. Charge for Reconnection of Service**

The Company may charge and collect in advance the dollar amount specified on Tariff Sheet No. 92, *Charge for Reconnection of Service* for reconnecting a customer's service after service is disconnected because of nonpayment of the bill when due or when service is discontinued because of unauthorized or fraudulent use, tampering with Company equipment, or denial of access to premises as set out in Section II Paragraph 8, Access to Premises.

### **5. Residential Tenant Rights**

The Company will comply with the provisions of the disconnection rules set forth in Chapters 4901:1-10 and 4901:1-18 OAC as amended.

### **6. Deposit Provision**

The Company may require a Security Deposit of any customer, residential or non-residential, in addition to the requirement of payment for prior indebtedness, as set forth in Section II, 1. Supplying of Service, in compliance with the provisions of Section 4933.17 of the Ohio Revised Code and the rules set forth in OAC Chapters 4901:1-10 . The Security Deposit may be requested prior to the rendering of utility service or at a later time.

DUKE ENERGY OHIO  
SERVICE REGULATIONS  
SUPPLEMENT A

THIS SUPPLEMENT IS HEREBY CANCELLED AND WITHDRAWN

DUKE ENERGY OHIO  
SERVICE REGULATIONS  
SUPPLEMENT B

RULES, REGULATIONS AND PRACTICES  
GOVERNING THE DISCONNECTION OF  
GAS, NATURAL GAS, OR ELECTRIC  
SERVICE TO RESIDENTIAL CUSTOMERS

Rule 4901:1-18 of the Ohio Administrative Code as  
Adopted by The Public Utilities Commission of Ohio  
in Case No. 08-723-AU-ORD

**4901:1-18-01 Definitions.**

**4901:1-18-02 General provisions.**

**4901:1-18-03 Reasons for disconnecting residential electric, gas, or natural gas service.**

**4901:1-18-04 Delinquent bills.**

**4901:1-18-05 Extended payment plans and responsibilities.**

**4901:1-18-06 Disconnection procedures for electric, gas, and natural gas utilities.**

**4901:1-18-07 Reconnection of service.**

**4901:1-18-08 Landlord-tenant provisions.**

**4901:1-18-09 Combination utility companies.**

**4901:1-18-10 Insufficient reasons for refusing service or for disconnecting service.**

**4901:1-18-11 Restrictive language prohibition.**

**4901:1-18-12 Percentage of income payment plan program eligibility for gas utility service.**

**4901:1-18-13 Payment requirements for percentage of income payment plan customers.**

**4901:1-18-14 Incentive programs for percentage of income payment plan and graduate percentage of income payment plan customers.**

**4901:1-18-15 General percentage of income payment plan provisions.**

**4901:1-18-16 Graduate percentage of income payment plan program.**

**4901:1-18-17 Removal from or termination of customer participation in the percentage of income payment plan.**

4901:1-18-01 Definitions.

For purposes of this chapter, the following definitions shall apply:

(A) "Applicant" means any person who requests or makes application with a utility company for any of the following residential services: electric, gas, or natural gas.

(B) "Arrearages" means for each percentage of income payment plan (PIPP) customer such customer's current bill balance, plus the customer's accrued arrearage at the time the customer enrolls in the PIPP program, but does not include past due monthly PIPP payments.

(C) "Bona fide dispute" means a complaint registered with the commission's call center or a formal complaint filed with the commission's docketing division.

(D) "Collection charge" means a tarified charge assessed to a residential customer by a utility company when payment or proof of payment is given to a utility company employee or agent sent to disconnect the service and who is authorized to accept payment in lieu of disconnection.

(E) "Commission" means the public utilities commission of Ohio.

(F) "Consumer" means any person who is an ultimate user of electric, gas, or natural gas utility service.

(G) "Customer" means any person who enters into an agreement, whether by contract or under a tariff, to purchase: electric, gas, or natural gas utility service.

(H) "Customer premise" means the service address where the customer receives the residential electric, gas, or natural gas utility service.

(I) "Default" means the failure to make the required payment on an extended payment plan by the due date.

(J) "Extended payment plan" means an agreement between the customer and the company that requires the customer to make payments over a set period of time to the company on unpaid amounts owed to the company.

(K) "Former percentage of income payment plan customer" (former PIPP customer) means a customer that remains within the gas or natural gas utility company's service territory who elects to terminate participation in the percentage of income payment plan program or is no longer eligible to participate in the percentage of income payment plan as a result of an increase in the household income or change in the household size and is not in a graduate percentage of income payment plan.

(L) "Fraudulent act" means an intentional misrepresentation or concealment by the customer or consumer of a material fact that the electric, gas, or natural gas utility company relies on to its detriment. "Fraudulent act" does not include tampering.

(M) "Graduate percentage of income payment plan customer" (graduate PIPP customer) means a customer who was previously enrolled in a percentage of income payment plan and who meets the requirements, as set forth in rule 4901:1-18-16 of the Administrative Code, to participate in the transitional phase of the income-based payment plan for low-income, residential customers served by regulated electric, gas, and natural gas utility companies.

(N) "Household income" has the meaning attributed to it by the Ohio department of development, office of community services, in the administration of the home energy assistance program.

(O) "Percentage of income payment plan" (PIPP) means the income-based payment plan for low-income, residential customers served by regulated electric, gas, and natural gas utility companies.

(P) "PIPP anniversary date" means the calendar date by which the PIPP customer must document his or her household income and household size to continue participation in the PIPP program or participate in the graduate PIPP program. The anniversary date shall be every twelve months from when the customer was enrolled in PIPP.

(Q) "PIPP customer" means the customer currently enrolled in PIPP.

(R) "PIPP reverification date" means the actual date on which the PIPP customer documented his or her household income and household size to continue participation in the PIPP program or graduate PIPP program. This date is used to calculate when any missed PIPP payments are due for continued PIPP program participation.

(S) "Tampering" means to interfere with, damage, or by-pass a utility meter, conduit, or attachment with the intent to impede the correct registration of a meter or the proper functions of a conduit or attachment so as to reduce the amount of utility service that is registered on the meter. Tampering includes the unauthorized reconnection of an electric, gas, or natural gas meter, or a conduit or attachment that has been disconnected by the utility company.

(T) "Utility company" means all persons, firms, or corporations engaged in the business of providing electric, gas, or natural gas service to consumers as defined in division (A)(11) of section 4928.01, division (A)(4) of section 4905.03, and division (G) of section 4929.01 of the Revised Code, respectively.

(U) "Winter heating season" means the time period from November first through April fifteenth.

#### 4901:1-18-02 General provisions.

(A) The rules in this chapter apply to all electric, gas, and natural gas utility companies that provide service to residential customers, including residential consumers in master-metered premises, and residential consumers whose utility services are included in rental payments.

(B) Nothing contained in this chapter shall in any way preclude the commission from any of the following:

(1) Altering, or amending, in whole or in part, the rules and regulations in this chapter.

(2) Prescribing different standards for the disconnection and reconnection of electric, gas, or natural gas service as deemed necessary by the commission.

(3) Waiving any requirement, standard, or rule set forth in this chapter for good cause shown, as supported by a motion and supporting the memorandum. The application for a waiver shall include the specific rule(s) requested to be waived. If the request is to waive only a part or parts of a rule, then the application should identify the appropriate paragraphs to be waived. The waiver request shall provide sufficient explanation, by rule, to allow the commission to thoroughly evaluate the waiver request.

(C) Except as set forth in this rule, the rules of this chapter supersede any inconsistent provisions, terms, and conditions of electric, gas, and natural gas companies' tariffs. Electric, gas, and

natural gas companies may adopt or maintain tariffs providing greater protection for customers or consumers.

(D) The rules in this chapter allow the use of electronic transactions and notices, if the customer and the utility company are both in agreement of such use and such use is consistent with commission requirements or guidelines. The utility company shall advise the customer that if he/she chooses this option, the disconnection notice will only be provided electronically.

4901:1-18-03 Reasons for disconnecting residential electric, gas, or natural gas service.

Electric, gas, or natural gas utility companies under the jurisdiction of the commission may disconnect service to residential customers only for the following reasons:

(A) When a customer/consumer uses electricity, gas, or natural gas in a manner detrimental to the service to other consumers.

(B) When providing service is in conflict or incompatible with any order of the commission, court of law, laws of the state of Ohio or any political subdivision thereof, or of the federal government or any of its agencies.

(C) When the customer has moved from the service location, and the property owner is subject to notice under paragraph (A)(3)(d) of rule 4901:1-18-06 of the Administrative Code.

(D) When supplying electricity, gas, or natural gas creates a safety hazard to consumers or their premises, the public, or to the company's personnel or facilities or where, because of conditions beyond the consumer's premises, disconnection of the supply of electricity, gas, or natural gas is reasonably necessary. The company shall not restore service until the hazardous condition(s) has been corrected.

(E) When a customer, consumer, or his/her agent does any of the following:

(1) Prevents utility company personnel from reading the meter for a year or more.

(2) After notice and a reasonable period of time, prevents utility company personnel from calibrating, maintaining, or replacing the utility company's meter, metering equipment, or other utility company property used to supply service.

(3) Resorts to any fraudulent act to obtain electric, gas, or natural gas service, is the beneficiary of the fraudulent act, or tampers with the utility company's meter, metering equipment, or other property used to supply the service. If the customer does not contest the disconnection, under the circumstances stated in this paragraph the company need not restore service until the consumer or customer has completed each of the following:

(a) Given satisfactory assurance that the fraudulent or tampering act has been discontinued.

(b) Paid to the utility company an amount estimated by the company to be reasonable compensation for unauthorized usage obtained and not paid for at the time of disconnection.

(c) Paid for any damage to property of the utility company including any cost to repair the damage.

(d) Paid all other fees and charges authorized by tariff resulting from the fraudulent act or tampering.



(F) For repairs, provided that notice to customers is given prior to scheduled maintenance interruptions in excess of six hours.

(G) Upon the request of the customer. If the customer is a landlord, then the provisions of paragraph (K) of rule 4901:1-18-08 of the Administrative Code, shall also apply.

(H) For nonpayment of regulated services provided by the utility company, including nonpayment of security deposits.

(I) For good cause shown.

4901:1-18-04 Delinquent bills.

(A) Individually metered residential service accounts will be considered delinquent and subject to the utility company's disconnection procedures for nonpayment if the account meets one of the following criteria:

(1) The customer has not made full payment or arrangements for payment by the due date, for any given bill containing a previous balance for regulated services provided by the utility company.

(2) The customer is in default on an extended payment plan.

(3) The customer fails to make the initial payment on an extended payment plan.

(B) The minimum payment necessary in order to avoid the disconnection procedures shall not be greater than the delinquent amount, i.e., that portion of the bill that represents a previous balance for regulated services provided by the utility company.

4901:1-18-05 Extended payment plans and responsibilities.

(A) Upon contact by a customer whose account is delinquent or who desires to avoid a delinquency, the utility company shall inform the customer that it will make reasonable extensions or other extended payment plans appropriate for both the customer and the utility company. If the customer proposes payment terms, the utility company may exercise discretion in the acceptance of the payment terms based upon the account balance, the length of time that the balance has been outstanding, the customer's recent payment history, the reasons why payment has not been made, and any other relevant factors concerning the customer including health, age, and family circumstances.

(B) If the customer fails to propose payment terms acceptable to the utility company, the utility company shall then advise the customer of the availability of all of the following extended payment plans and the percentage of income payment plan (PIPP). If a customer requests additional information about PIPP, the utility company shall inform the customer of the eligibility requirements as set forth in paragraphs (B) and (C) of rule 4901:1-18-12 of the Administrative Code (gas PIPP) or to Chapter 122:5-3 of the Administrative Code (electric PIPP), and provide the customer with a copy of PIPP literature and direct the customer to the local community action agency:

(1) One-sixth plan - A plan that requires six equal payments on the arrearages in addition to full payment of the current bill.

(2) One-ninth plan - A plan that requires nine equal monthly payments on the arrearages in addition to a budget payment plan for the projected monthly bills, which will end nine months from the initial payment. The budget portion of the payments may be adjusted periodically during the nine-month period as needed.

(3) Winter heating season plan - In addition to the one-sixth and one-ninth plans in this paragraph, during the winter heating season, the utility company shall offer to any customer not on a payment plan, the one-third payment plan for any bills that include any usage occurring from November first to April fifteenth of each year. The one-third plan requires payment of one-third of the balance due each month (arrearages plus the current bill). For any outstanding balance remaining after the last one-third bill has been rendered, the utility company shall remove the customer from the one-third payment plan and shall offer the customer the option to pay the balance, or to enter into one of the other plans in this paragraph, or to enroll in PIPP, provided that he/she meets the qualifications for that PIPP plan.

(C) A customer who is in default on an agreed-upon extended payment plan in paragraph

(A) of this rule shall be offered the payment plans in paragraph (B) of this rule and PIPP, provided that he/she meets the qualifications for that plan. A customer who is in default on one of the extended payment plans in paragraph (B) of this rule shall be offered PIPP, provided that he/she meets the qualifications for the PIPP plan. If a customer is having difficulty complying with any payment plan and requests that the utility company review that payment plan, the utility company may agree to modify the payment plan to meet both the customer's and utility company's needs.

(D) For customers without arrearages, the utility company shall also offer a budget plan

(a uniform payment plan).

(E) If a customer informs the utility company of a medical problem, the utility company shall inform the customer of the medical certification program as provided in paragraph (C) of rule 4901:1-18-06 of the Administrative Code.

(F) A customer's failure to make any payment under one of the payment plans in paragraph (B) of this rule or PIPP shall entitle the utility company to disconnect service in accordance with the procedures set forth in rule 4901:1-18-06 of the Administrative Code.

(G) The utility company shall advise the customer, who enters into an extended payment plan, that it will provide the customer with the terms of the plan in writing. The utility company shall also advise the customer that failure to make a payment under the extended payment plan may result in the disconnection of service in accordance with the procedures set forth in rule 4901:1-18-06 of the Administrative Code.

(H) No utility company shall charge late payment fees to customers that are current on the payment plans identified in paragraph (A) or (B) of this rule or PIPP.

4901:1-18-06 Disconnection procedures for electric, gas, and natural gas utilities.

(A) If a residential customer is delinquent, as defined in paragraph (A) of rule 4901:1-18-04 of the Administrative Code, in paying for regulated services, the utility company may, after at least fourteen days' notice, disconnect the customer's service during normal utility company business hours in compliance with all of the following conditions.

(1) No disconnections for nonpayment shall be made after twelve-thirty p.m. on the day preceding a day on which all services necessary for the customer to arrange and the utility company to perform reconnection are not regularly performed.

(2) On the day of disconnection of service, the utility company shall provide the customer with personal notice. If the customer is not at home, the utility company shall provide personal notice to an adult consumer. If neither the customer nor an adult consumer is at home, the utility company shall attach written notice to the premises in a conspicuous location prior to disconnecting service.

(3) Third-party or guarantor notification.

(a) Each utility company shall permit a residential customer to designate a third party to receive notice of the pending disconnection of the customer's service and any other credit notices sent to the customer. If the customer has a guarantor, the guarantor shall receive notice of the pending disconnection of the guaranteed customer's service and any other credit notices sent to the guaranteed customer, pursuant to rule 4901:1-17-03 of the Administrative Code. The utility company shall notify the third party or the guarantor at least fourteen days prior to disconnecting the customer's service.

(b) The utility company shall inform the third party that his/her receipt of such notices does not constitute acceptance of any liability by the third party for payment for service provided to the customer unless the third party has also agreed, in writing, to be a guarantor for the customer.

(c) In compliance with division (E) of section 4933.12 and division (D) of section 4933.121 of the Revised Code, if the utility company plans to disconnect the residential utility service of a customer for the nonpayment of his/her bill, and that customer resides in an Ohio county in which the department of job and family services has provided the utility company with a written request for notification of residential service disconnection prior to the disconnection, then the utility company shall provide, during the period of the fifteenth of November to the fifteenth of April, the appropriate county department of job and family services with a listing, electronically if feasible, of those customers whose service will be disconnected for nonpayment. This information will include at a minimum, the customer's first name, middle initial, last name, service address, and county of residence, and shall be made available to the county department of job and family services simultaneous with the generation of any ten-day disconnection notices being distributed to customers. The county department of job and family services may use this information to assist customers in the payment of delinquent utility bills in an effort to avoid disconnection of service.

(d) Upon the request of a property owner or the agent of a property owner, each utility company shall provide the property owner or the agent of a property owner with at least three days' advance notice when service to his/her property is to be disconnected either at the request of a residential customer who is a tenant or for nonpayment.

(4) Utility company employees or agents of the utility company who disconnect service at the premises may or may not, at the discretion of the utility company, be authorized to make extended payment arrangements. Utility company employees or agents who disconnect service shall be authorized to complete one of the following:

(a) Accept payment in lieu of disconnection.

(b) Dispatch an employee to the premises to accept payment.

(c) Make available to the customer another means to avoid disconnection.

(5) The disconnection notice may be mailed separately or included on the regular monthly bill. If the notice is included on the regular monthly bill, it shall be prominently identified as a

disconnection notice. The following information shall be clearly displayed either on the disconnection notice or in documents accompanying the disconnection notice:

(a) The delinquent billing account number, the total amount required to prevent disconnection of the regulated services provided by the utility company and/or any security deposit owed at the time of the notice.

(b) The earliest date when disconnection may occur.

(c) The local or toll-free number and address of the utility company's office for customers to contact about their account.

(d) The following statement:

"If you have a complaint in regard to this disconnection notice that can not be resolved after you have called (name of utility company), or for general utility company information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio consumer counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>."

(e) A statement that the customer's failure to pay the amount on the disconnection notice at the utility company's office or to one of its authorized agents before the date specified on the disconnection notice may require payment of a security deposit and a charge for reconnection. The statement shall also include the amount of the security deposit and the reconnection charge.

(f) If applicable, a statement that the failure to pay charges for nontariffed products or services may result in the loss of those products and/or services.

(g) An explanation of the payment plans and options available to a customer whose account is delinquent, as provided in this rule and rule 4901:1-18-05 of the Administrative Code, and percentage of income payment plan(PIPP), pursuant to rule 4901:1-18-12 of the Administrative Code, and, when applicable, rule 4901:1-18-09 of the Administrative Code.

(h) If disconnection of service is to occur as a result of nonpayment, a statement that a medical certification program and forms are available from the utility company for customers or consumers where the disconnection of service would be especially dangerous to the health of those persons.

(i) A statement that a listing of the utility company's authorized payment agents is available by calling the utility company's toll-free customer service number.

(B) During the period of November first through April fifteenth, if payment or payment arrangements are not made to prevent disconnection before the disconnection date stated on the fourteen-day disconnection notice, the utility company shall not disconnect service to residential customers for nonpayment unless the utility company completes each of the following:

(1) Makes contact with the customer or other adult consumer at the premises ten days prior to disconnection of service by personal contact, telephone, or hand-delivered written notice. Utility companies may send this notice by regular, U.S. mail; however, such notice must allow three calendar days for mailing. This additional notice shall extend the date of disconnection, as stated on the fourteen-day notice required by paragraph (A) of this rule, by ten additional days.

(2) Informs the customer or adult consumer that sources of federal, state, and local government aid for payment of utility bills and for home weatherization are available at the time the utility company delivers the notice required in paragraph (B)(1) of this rule, and provides sufficient information to allow the customer to further pursue available assistance.

(3) Informs the customer of the right to enter into any of the payment plans set forth in paragraph (B) of rule 4901:1-18-05 of the Administrative Code, or to enroll in PIPP. If the customer does not respond to the notice described in paragraph (B)(1) of this rule, or refuses to accept a payment plan or fails to make the initial payment on a payment plan referenced in this paragraph, the utility company may disconnect service after the ten-day notice expires.

(C) Medical certification

(1) In accordance with the certification requirements of this rule, the utility company shall not disconnect residential service for nonpayment for either of the following situations:

(a) If the disconnection of service would be especially dangerous to the health of any consumer who is a permanent resident of the premises.

(b) When the disconnection of service would make operation of necessary medical or life-supporting equipment impossible or impractical.

(2) The medical condition or the need for medical or life-supporting equipment shall be certified to the utility company by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified nurse-midwife, or local board of health physician.

(3) The utility company shall act in accordance with the following medical certification requirements:

(a) Upon request of any residential consumer, the utility company shall provide a medical certification form to the customer or to any of the health care professionals identified in paragraph (C)(2) of this rule. The utility company shall use the medical certification form provided in the appendix to this rule.

(b) The certification of the medical condition or the need for the medical or life-supporting equipment required by paragraph (C)(1) of this rule shall be in writing and shall include the name of the person to be certified; a statement that the person is a permanent resident of the premises in question; the name, business address, and telephone number of the certifying party; the nature of the medical condition; an explanation of the need for the medical or life-supporting equipment, if applicable; and a signed statement by the certifying party that disconnection of service will be especially dangerous to the health of a permanent resident of the premises.

(c) Initial certification by the certifying party may be by telephone if written certification is forwarded to the utility company within seven calendar days.

(d) Certification shall prohibit disconnection of service for thirty calendar days.

(e) If a medical certificate is used to avoid disconnection, the customer shall enter into an extended payment plan prior to the end of the medical certification period or be subject to disconnection. The initial payment on the plan shall not be due until the end of the certification period.

(f) If service has been disconnected for nonpayment within twenty-one calendar days prior to the certification of either a special danger to the health of a qualifying resident or the need for medical or life-supporting equipment, the utility company shall restore service to that residence once the

certifying party provides the required certification to the utility company and the customer agrees to an extended payment plan.

(g) If certification is provided to the utility company prior to three-thirty p.m., the utility company shall restore the customer's service within the same day. If the certification is received after three-thirty p.m., the utility company shall reconnect service by the earliest time possible on the following business day. Also, if the certification is received after three-thirty p.m. on a day that precedes a day on which all services necessary for the customer to arrange and the utility company to perform reconnection are not regularly performed, the utility company shall make an effort to restore service by the end of that day.

(h) A consumer may renew the certification two additional times (thirty days each) by providing additional certificates to the utility company. The total certification period may not exceed ninety days per household in any twelve-month period.

(4) The electric utility company shall give notice of availability of medical certification to its residential customers by means of bill inserts or special notices at the beginning of the winter heating period and at the beginning of the summer cooling period. The natural gas utility company shall give notice of the availability of medical certification to its residential customers by means of bill inserts or special notices at the beginning of the winter heating period.

(D) This provision is to address circumstances where an electric, gas, or natural gas utility company elects to leave the utility service on at a particular service location for the utility company's convenience after receiving a request for disconnection from the customer of record.

(1) If the new resident does not contact the utility company to establish service, the utility company may subsequently disconnect the utility service in accordance with the fraud provisions in paragraph (C) of rule 4901:1-10-20 of the Administrative Code(electric) and paragraph (C) of rule 4901:1-13-09 of the Administrative Code(gas and natural gas).

(2) Under the circumstance where the new resident becomes an applicant for service and is required to pay a deposit to establish financial responsibility, the utility company must advise the applicant of the date that the utility service may be disconnected for nonpayment of the deposit.

(3) Under either circumstance above where the new resident becomes a consumer of the electric, gas, or natural gas service that was left on by the utility company, the consumer will be financially responsible for the utility service consumed from the date of move-in.

(E) Upon request of the customer, the utility company shall provide an opportunity for review of the initial decision to disconnect the service. The utility company shall review the circumstances surrounding the disconnection, escalate the review to an appropriate supervisor if requested, and inform the customer of the decision upon review as soon as possible. At the customer's request, the utility company shall respond in writing.

(F) The utility company when contacted by the commission's staff shall respond to an inquiry concerning a pending disconnection or actual disconnection within two business days. At the request of commission staff, the utility company shall respond in writing. Commission staff will notify the customer of the utility company's response.

(G) The utility company shall include in its tariff its current standard practices and procedures for disconnection, including any applicable collection and reconnect charges. Any utility company proposing changes to its disconnection notice shall submit a copy to commission staff for review.

4901:1-18-07 Reconnection of service.

(A) Upon payment or proof of payment of the delinquent amount as stated on the disconnection notice, or of an amount sufficient to cure the default on an extended payment plan or the percentage of income payment plan (PIPP), applicable reconnection charge, the utility company shall reconnect service that has been disconnected for nonpayment pursuant to the following provisions:

(1) For customers disconnected from service for ten business days or less, the utility company may assess a reconnection charge and shall reconnect service by the close of the following regular utility company working day. Pursuant to rule 4901:1-18-05 of the Administrative Code, the amount sufficient to cure the default for customers on extended payment plans shall include all amounts that would have been due and owing under the terms of the applicable extended payment plan, absent default, on the date that service is reconnected. Under paragraph (D)(2)(b) of rule 4901:1-18-12 of the Administrative Code, the amount sufficient to cure the default for PIPP customers includes all amounts that would have been due for any missed PIPP payments, but not more than the arrearage balance.

(2) For customers disconnected from service for more than ten business days, the utility company may treat the customers as new customers and connect service consistent with the timeframes in rules 4901:1-10-09, 4901:1-13-05 and paragraph (C) of rule 4901:1-17-04 of the Administrative Code. In addition, the utility company may assess the customer a reconnection charge in accordance with approved tariffs. Pursuant to paragraph (D)(2)(b) of rule 4901:1-18-12 of the Administrative Code, PIPP customers shall be required to pay any missed PIPP payments but not more than the arrearage balance. PIPP customers shall not be required to pay a deposit pursuant to rule 4901:1-18-15 of the Administrative Code.

(B) If service is disconnected for nonpayment for no more than ten business days and the customer wishes to guarantee the reconnection of service the same day on which payment is rendered:

(1) The customer must provide proof of payment, as required in paragraph (A)(1) of this rule to the utility company no later than twelve-thirty p.m.

(2) If the customer requests that reconnection occur after normal business hours, and such service is offered by the utility company, the utility company may require the customer to pay or agree to pay the utility company's approved tariff charges for after-hours reconnection. The utility company may collect this fee prior to reconnection or with the customer's next monthly billing.

(C) The utility company shall not assess a reconnection charge unless the utility company has actually disconnected the service. The utility company may, however, assess a collection charge if the collection charge is part of the utility company's approved tariff. A collection charge shall not be assessed more than once per billing cycle.

(D) If the utility company accepts a guarantor in order to reestablish service, it shall follow all of the requirements of paragraph (A)(5) of rule 4901:1-17-03 of the Administrative Code.

4901:1-18-08 Landlord-tenant provisions.

This rule is to address circumstances where the utility company knows that the customer is the landlord for a multi-unit dwelling (i.e., tenants who receive master-metered services) or for a single-occupancy dwelling where the utilities are included in the rent. A utility company may

disconnect the utility service of these consumers, for nonpayment by the landlord, only in accordance with the following:

(A) The utility company shall give a notice of disconnection of service to the landlord/agent at least fourteen days before the disconnection would occur. If, at the end of the fourteen-day notice period, the customer has not paid or made payment arrangements for the bill to which the fourteen-day notice relates, the utility company shall then make a good faith effort by mail, or otherwise, to provide a separate ten-day notice of pending disconnection to the landlord/agent, to each unit of a multi-unit dwelling (i.e., each tenant who receives master-metered service), and to single-occupancy dwellings where the utilities are included in the rent. This ten-day notice shall be in addition to the fourteen-day notice given to the landlord/agent. This notice requirement shall be complied with throughout the year. In a multi-unit dwelling, written notice shall also be placed in a conspicuous place.

(B) The utility company shall also provide all of the following information in its ten-day notice:

(1) A summary of the remedies tenants may choose to prevent disconnection or to have service reconnected.

(2) A statement to inform tenants that a list of procedures and forms to prevent disconnection or to have service reconnected are available from the utility company upon request. A model form of the tenants' ten-day notice is attached as appendix A to this rule.

(C) The utility company shall inform any consumer inquiring about the notice, posted pursuant to paragraph (A) of this rule, of the amount due for the current month's bill and that the disconnection of service may be prevented if the consumer(s) makes a single payment to the utility company in the amount of the current month's bill.

(D) The utility company shall credit to the appropriate account any payment made by tenants equal to or exceeding the landlord's current bill for those premises. The utility company is under no obligation to accept partial payment from individual tenants. The utility company may choose to accept only a single payment from a representative acting on behalf of all the tenants.

(E) No utility company shall disconnect service to master-metered premises, or to a single-occupancy dwelling where utilities are included in the rent, when all of the following actions take place:

(1) A tenant delivers to the utility company a copy of the written notice required by division (A) of section 5321.07 of the Revised Code, signed by fifty per cent or more of the tenants of the occupied dwelling units in a multi-unit dwelling, or the tenant in a single-occupancy dwelling, which notice shall designate the imminent disconnection of utility service (as shown by the disconnection notices received) as a reason for the notice.

(2) A tenant informs the utility company in writing of the date of the last day on which rent may be paid before a penalty is assessed or the date on which default on the lease or rental agreement can be claimed.

(3) The tenants timely invoke the remedies provided in divisions (B)(1) and (B)(2) of section 5321.07 of the Revised Code, including but not limited to:

(a) Depositing all rent that is due and thereafter becomes due to the landlord, with the clerk of the municipal or county court having jurisdiction.

(b) Applying to the court for an order to use the rent deposited to remedy the condition or conditions specified in the tenant's notice to the landlord (including but not necessarily limited to payment to the utility company rendering the disconnection notice).



(F) Each utility company that delivers notice pursuant to paragraph (A) of this rule shall provide to each tenant, upon request, the procedures to avoid disconnection or to have service reconnected as described in appendix B to this rule. The forms referenced in appendix B to this rule shall be made available by the utility company and also will be available on the commission's website at <http://www.puc.ohio.gov/PUCO/rules> or by contacting the commission's call center at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays. Hearing or speech impaired customers may contact the commission via 7-1-1 (Ohio relay service). The utility company shall also identify for the tenant any resources in the community where he/she can obtain assistance in pursuing his/her claim, including but not limited to:

(1) The telephone number(s) of the local legal services program (in cities over one hundred thousand served by that utility company).

(2) The toll-free number(s) for the Ohio state legal services association.

(3) The toll-free number(s) of the office of consumers' counsel.

(4) The telephone number(s) of the local bar association.

(5) The telephone number(s) of the local tenant organization(s).

(G) If a utility company disconnects service to consumers whose utility services are included in rental payments or who are residing in master-metered premises, the utility company, upon inquiry, shall inform the consumer that service will be reconnected upon payment of the amount due for the current month's bill plus any reconnection charge if the payment is made within fourteen days of disconnection. The utility company shall continue service at the premises as long as the tenant's representative continues to pay for each month's service (based upon actual or estimated consumption) by the due date of the bill for that service. The utility company shall also reconnect service for those consumers who, within fourteen days of the disconnection of service, invoke the provisions of section 5321.07 of the Revised Code, as specified in paragraph (E) of this rule. If the consumers choose to have their service reconnected by paying the current month's bill and payment is not made by the due date each month, the utility company shall post the notice in a conspicuous location on the premises and make a good faith effort by mail or otherwise to notify each household unit of a multi-unit dwelling, or tenant receiving service in the master-metered premises, or tenant in a single-occupancy dwelling, of the impending service disconnection. The utility company is not required to reconnect service pursuant to this paragraph where the landlord resides on the premises.

(H) The utility company shall provide service to a master-metered premise only if the customer is the landlord/owner of the premises. Company acceptance of new applications for service to master-metered premises requires the landlord/owner to provide to the company an accurate list specifying the individual mailing addresses of each unit served at the master-metered premises.

(I) The utility company may charge the landlord/owner of the master-metered premises, or of a single-occupancy dwelling, a reasonable fee, as set forth in the utility company's tariffs, designed to pay the utility company's incurred cost for providing the notice to tenants required by paragraph (A) of this rule.

(J) The utility company has the burden of collecting from the landlord/owner any billed amounts unpaid at the next billing cycle.

(K) If a customer, who is a property owner, landlord, or the agent of a property owner, requests disconnection of service when residential tenants reside at the premises, the utility company shall perform both of the following actions:

(1) Provide at least a ten-day notice prior to the disconnection of service by mail to the residential tenants or by posting the notice in conspicuous places on the premises.

(2) Inform such customer of the customer's liability for all utility service consumed during the ten-day notice period.

(L) Notwithstanding any notice requirement for a utility company under paragraph (K) of this rule and paragraph (A)(3)(d) of rule 4901:1-18-06 of the Administrative Code, a utility company will not be found to have violated these rules if either the following occurs:

(1) The utility company uses reasonable efforts to determine the status of the customer/consumer as either a property owner, landlord, the agent of a property owner, or a tenant.

(2) The customer/consumer misrepresents the status of the customer/consumer as the property owner, the landlord, the agent of a property owner, or a tenant.

4901:1-18-09 Combination utility companies.

(A) The residential customers and consumers of a combination utility company that provides both natural gas and electric service shall have the same rights pursuant to Chapter 4901:1-18 of the Administrative Code as customers and consumers who are served by separate natural gas and electric companies. In the event of disconnection or pending disconnection of both gas and electric services, a residential customer of a combination utility company has the right to choose to retain or have reconnected both utility services or one service, either gas or electric.

(B) A combination utility company shall apply the payments from residential customers to their gas and electric accounts separately and shall apportion the payments based on the total balance for each service, including any arrearage plus the current month's charge(s). For purposes of applying these payments:

(1) For customers billed only for services provided by the combination utility company, the utility company shall apply payments first to past due amounts, then to current regulated charges, and finally to any nontariffed charges.

(2) For customers billed by the combination utility company for any competitive services provided by either a competitive retail natural gas supplier and/or a competitive retail electric provider, the utility company shall apply payments as provided for under paragraph (H) of rule 4901:1-10-33 of the Administrative Code.

(C) Whenever a residential customer receiving both gas and electric service from a combination utility company has received a disconnection of service notice, the utility company shall give the customer each of the following options:

(1) An extended payment plan for both gas and electric as provided for in rule 4901:1-18-05 of the Administrative Code.

(2) An extended payment plan to retain either gas or electric service as chosen by the customer. Such extended payment plan shall include an extended payment plan as provided in rule 4901:1-18-05 of the Administrative Code.

(D) If a residential customer of a combination utility company who has entered into one extended payment plan for both gas and electric service receives a disconnection of service notice and notifies the utility company of an inability to pay the full amount due under such plan, the utility company shall offer the customer, if eligible pursuant to paragraph (B) of rule 4901:1-18-05 of the

Administrative Code, another payment plan to maintain both services. The utility company shall give the customer the opportunity to retain only one service by paying the defaulted payment plan portion for either the gas or electric service, as selected by the customer.

(E) If both the gas and electric service of a residential customer of a combination utility company have been discontinued for nonpayment, the utility company shall reconnect both services, or either service, as designated by the customer, pursuant to rule 4901:1-18-07 of the Administrative Code.

(F) The combination utility company shall in its disconnection of service notice, as provided for in Chapter 4901:1-18 of the Administrative Code, advise combination residential customers of their rights to select the service(s) for retention or reconnection as provided for in paragraphs (C), (D), and (E) of this rule. The notice shall state with specificity the conditions under which customers may exercise their rights and shall state the telephone number and business address of a utility company representative to be contacted to inquire about those rights.

(G) For a customer who has received a disconnection of service notice and who contacts the combination utility company, the utility company shall inform the customer of the total past due amount for each service, and with respect to the extended payment plans available under this rule, the monthly payment due on the past due amount for each service.

4901:1-18-10 Insufficient reasons for refusing service or for disconnecting service.

The utility company shall not refuse service to or disconnect service to any applicant/customer for any of the following reasons:

(A) Failure to pay for service furnished to a former customer unless the former customer and the new applicant for service continue to be members of the same household.

(B) Failure to pay for nonresidential service.

(C) Failure to pay any amount which is in bona fide dispute. Where the customer has registered a complaint with the commission's call center or filed a formal complaint with the commission that reasonably asserts a bona fide dispute, the utility company shall not disconnect service if the customer pays either the undisputed portion of the bill, if known or can reasonably be determined, or the amount billed for the same billing period in the previous year.

(D) Failure to pay any nontariffed service charges, including competitive retail electric service.

4901:1-18-11 Restrictive language prohibition.

Except as provided in Chapter 4901:5-37 and rule 4901:5-25-06 of the Administrative Code, or other commission-approved curtailment provisions, no gas, natural gas, or electric utility company shall deny service to a prospective customer or discontinue service to a present customer because the utility company would be or is providing only auxiliary, stand-by or emergency service as an alternative energy source.

Upon application to and approval by the commission, a gas, natural gas, or electric utility company may file a separate applicable tariff containing rates which reflect the costs incurred by that company to provide such services.

4901:1-18-12 Percentage of income payment plan program eligibility for gas utility service.

(A) Rules 4901:1-18-12 to 4901:1-18-17 of the Administrative Code, apply to the percentage of income payment plan (PIPP) for residential service from a gas or natural gas utility company. PIPP rules and requirements for residential electric utility service are located in Chapter 122:5-3 of the Administrative Code.

(B) A customer is eligible for PIPP if the customer meets one of the following criteria:

(1) The household income for the past three months, if annualized, would be less than or equal to one hundred fifty per cent of the federal poverty guidelines.

(2) The annualized household income for the past three months is more than one hundred fifty per cent of the federal poverty guidelines, but the customer has a household income for the past twelve months which is less than or equal to one hundred fifty per cent of the federal poverty guidelines.

(C) If the customer meets the income eligibility requirements, as set forth in paragraph (B) of this rule, to participate in PIPP, the customer must also:

(1) Apply for all public energy assistance for which the customer is eligible.

(2) Apply for all weatherization programs for which the customer is eligible.

(3) Sign and submit a release to the Ohio department of development and the affected jurisdictional gas or natural gas utility company giving permission for that entity to receive information from any public or private agency that provides income or energy assistance to the customer, or from any member of the customer's household, and/or from any public or private employer of the customer or member of the customer's household as it relates to PIPP eligibility.

(4) Notify the local agency designated by the Ohio department of development, within thirty days, of any change in income or household size.

(D) In addition to the requirements set forth in paragraphs (B) and (C) of this rule, a PIPP customer must also periodically reverify his/her eligibility.

(1) All PIPP customers must provide proof of eligibility to the Ohio department of development of the household income at least once every twelve months at or about the customer's PIPP anniversary date. The customer shall be accorded a grace period of sixty days after the customer's PIPP anniversary date to reverify eligibility.

(2) Except as provided in this paragraph, the PIPP customer must be current on his/her income-based PIPP payments at the customer's PIPP reverification date to be eligible to remain on PIPP for the subsequent twelve months. The customer will have one billing cycle after the PIPP reverification date to pay any missed PIPP payments before being removed from the program. Missed PIPP payments include:

(a) Any delayed payments as a result of the customer's prior use of a medical certificate in accordance with paragraph (C) of rule 4901:1-18-06 of the Administrative Code.

(b) Any missed payments, including PIPP payments which would have been due for the months the customer is disconnected from gas utility service. These missed PIPP payments must be paid prior to the restoration of utility service. The amount of the PIPP payments due shall not exceed the amount of the customer's arrearage.

(3) All PIPP customers must also provide proof of eligibility to the gas or natural gas utility company upon request. No gas or natural gas utility company shall request such proof without justification.

(4) PIPP customers who have been dropped from the PIPP program due to nonpayment may re-enroll in the program after all missed PIPP payments, from the time of enrollment or the PIPP reverification date, up until re-enrollment, have been cured. This includes payments for any months in which the customer was disconnected. The amount due shall not exceed the amount of the customer's arrearage.

(E) Upon the customer's enrollment in PIPP and at reverification, the gas or natural gas utility company shall provide the customer with a copy of PIPP literature including, at a minimum, the customer's monthly payment, service address, arrearage at plan initiation, nonrecurring fees, timely payment incentives, reverification requirements including the customer's anniversary date, and customer responsibilities when the customer is no longer eligible for the program.

4901:1-18-13 Payment requirements for percentage of income payment plan customers.

(A) The payment requirements for a percentage of income payment plan (PIPP) or graduate PIPP customer, as referenced in Chapter 4901:1-18 of the Administrative Code, shall be calculated as set forth in this rule.

(1) PIPP. Each PIPP customer shall be billed six per cent of his/her household income or ten dollars, whichever is greater, per billing cycle by the jurisdictional gas or natural gas utility company that provides the customer with his/her source of heat.

(2) Graduate PIPP. Each graduate PIPP customer shall be billed the average of the customer's most recent PIPP income-based payment and the customer's budget bill amount, per billing cycle by the jurisdictional gas or natural gas utility company that provides the customer with his/her source of heat.

(B) Customers who are also enrolled in the PIPP program for their electric utility service should refer to Chapter 122:5-3 of the Administrative Code, for the applicable payment requirement(s).

(C) Any money provided to the jurisdictional gas or natural gas utility company by a public or private entity for the purpose of paying utility bills shall not be considered as household income when calculating PIPP eligibility.

(1) Home energy assistance program (HEAP). Money provided from HEAP, or a similar program, shall not be counted as part of the monies paid by the customer to meet the monthly PIPP income-based payment requirement. These monies shall first be applied to the customer's arrearages and then held to be applied to future arrearages. Monies shall not be directly remitted to PIPP customers.

(2) Money other than HEAP or emergency HEAP (E-HEAP). Money provided on an irregular or emergency basis by a public or private agency shall first be applied to the customer's defaulted income-based payment, if any, then applied to the customer's current bill and, lastly, shall be applied to the customer's arrearages.

4901:1-18-14 Incentive programs for percentage of income payment plan and graduate percentage of income payment plan customers.

(A) Percentage of income payment plan (PIPP) and graduate PIPP customers shall be provided the incentive of a reduction in their outstanding arrearages in return for making timely payments.

(1) PIPP customer. Each time the PIPP customer makes his/her required income-based payment or more, as determined pursuant to rule 4901:1-18-13 of the Administrative Code, to the gas or natural gas utility company by the due date, the gas or natural gas utility company shall reduce the customer's account arrearage by the difference between the amount of the required income-based payment and the current monthly bill plus one twenty-fourth of the customer's accumulated arrearages, as calculated at the time of enrollment or in the event of late or missed payments, at the time of reverification.

(2) Graduate PIPP customer. Each time the graduate PIPP customer makes his/her required payment or more, as determined pursuant to rule 4901:1-18-13 of the Administrative Code, to the gas or natural gas utility company by the due date, the gas or natural gas utility company shall reduce the customer's account arrearage by the difference between the amount of the required payment and the current monthly bill plus one-twelfth of the customer's accumulated arrearages, as calculated at the time of enrollment in the graduate PIPP program.

(B) PIPP and graduate PIPP customers are not eligible to have any credit balance appearing on his/her account refunded to the customer. When a PIPP or graduate PIPP customer's account is finalized, any credit balance on the customer's account shall first be applied to the customer's arrearage and then as an offset to the gas or natural gas utility company's PIPP rider. When a PIPP or graduate PIPP customer transfers service to a new address within the company's service area, any credits on the customer's account shall be applied to service at the new address.

4901:1-18-15 General percentage of income payment plan provisions.

(A) A PIPP customer who is current on his/her PIPP payments shall not be disconnected, refused reconnection, or denied a transfer of service to a new address, based solely on outstanding arrearages accrued while in the PIPP program.

(B) No gas or natural gas utility company shall require a deposit on PIPP customer accounts or new or reconnected accounts where the customer has signed up for PIPP. The gas or natural gas utility company may assess the customer the deposit if it is determined that the customer is ineligible for PIPP. Any deposit paid by a customer prior to signing up for PIPP, to initiate, retain or restore service, shall, upon enrollment in PIPP, be credited to the customer's outstanding arrearage.

(C) No gas or natural gas utility company shall apply late fees to a PIPP customer's account.

(D) The gas or natural gas utility company shall include the PIPP customer's anniversary date on each monthly bill.

4901:1-18-16 Graduate percentage of income payment plan program.

(A) Percentage of income payment plan (PIPP) customers that remain within the gas or natural gas utility company's service territory shall automatically be enrolled in the graduate PIPP program when one of the following occurs:

(1) The customer elects to terminate participation in the PIPP program.

(2) The customer is no longer eligible to participate in PIPP as a result of an increase in the household income or a change in the household size.

(B) PIPP customers removed from the program due to fraudulent enrollment in the PIPP program are not eligible to participate in graduate PIPP.

(C) Any graduate PIPP customer who tampers with the gas or natural gas utility company's meter, metering equipment or other property, or is the beneficiary of such act, shall comply with the requirements of paragraphs (E)(3)(a) to (E)(3)(d) of rule 4901:1-18-03 of the Administrative Code. Any former PIPP customer determined by the Ohio department of development or the gas or natural gas utility company to have been fraudulently enrolled in the PIPP program shall be required to pay the gas or natural gas utility company the difference between any PIPP income-based payments made and the actual bill amount and to pay any arrearage credits accrued for timely payments during the period the customer was fraudulently enrolled in PIPP and the graduate PIPP program. The gas or natural gas utility company shall credit such amounts received to the company's PIPP rider. For a period of twenty-four months, the gas or natural gas utility company shall treat such customer as subject to rules 4901:1-18-01 to 4901:1-18-11 of the Administrative Code, should the customer return to the gas or natural gas utility company.

(D) To be enrolled in graduate PIPP, a former PIPP customer must be current with his/her income-based payments on the gas or natural gas utility company account or cure any missed PIPP payments within one billing cycle of the customer's enrollment in graduate PIPP.

(E) Upon enrollment in graduate PIPP, the gas or natural gas utility company shall provide the graduate PIPP customer with a copy of the graduate PIPP participation requirements including, at a minimum, the customer's monthly payment plan over the next twelve months, service address, mailing address, the account arrearage at graduate PIPP initiation, applicable fees, if any, arrearage credit, and the customer's responsibilities.

(F) Graduate PIPP customers shall be provided the incentive of a reduction in their outstanding arrearages in return for continuing to make timely payments of the amount due, as set forth in rule 4901:1-18-14 of the Administrative Code.

(G) The graduate PIPP customer shall be billed the average of his/her income-based PIPP payment and the customer's budget bill amount, calculated using the utility company's normal methodology,  $(\text{PIPP payment} + \text{budget bill amount}) / 2$  for the twelve billing cycles following enrollment in the program. The income-based payment shall be based on the income and household size immediately prior to the PIPP customer becoming ineligible for PIPP or electing to terminate participation in PIPP. After twelve billing cycles, the graduate PIPP customer is no longer eligible for arrearage credits. Any remaining arrearage on the customer's account may become due and the customer may be placed on one of the extended payment plans in rule 4901:1-18-05 of the Administrative Code. If the arrearage remains on the customer's account and the customer fails to make extended payment arrangements, the gas or natural gas utility company may initiate disconnection procedures for failure to pay the remaining arrearage.

(H) No gas or natural gas utility company shall require a deposit on graduate PIPP customer accounts while the customer is enrolled in graduate PIPP. The gas or natural gas utility company may assess the customer a deposit, pursuant to rule 4901:1-17-04 of the Administrative Code, if the customer elects to terminate participation in graduate PIPP or the customer's participation in PIPP is terminated.

(I) No gas or natural gas utility company shall apply late fees to a graduate PIPP customer's account.

4901:1-18-17 Removal from or termination of customer participation in the percentage of income payment plan.

(A) The gas or natural gas utility company shall remove a percentage of income payment plan (PIPP) customer from PIPP when the customer fails to comply with the requirements set forth in paragraph (B), (C), or (D) of rule 4901:1-18-12 of the Administrative Code.

(B) After removal from PIPP for failure to timely reverify eligibility, the former PIPP customer may re-enroll in PIPP and must make any missed income-based payments to bring the account current.

(C) If a customer is removed from PIPP for failure to timely reverify eligibility and fails to reverify and re-enroll in PIPP or to qualify for graduate PIPP pursuant to paragraph (D) of rule 4901:1-18-16 of the Administrative Code, the entire account arrearage will become due. The gas or natural gas utility company shall offer the customer an extended payment plan pursuant to paragraph (B) of rule 4901:1-18-05 of the Administrative Code. If the customer fails to make payment under the agreed payment plan, the former PIPP customer's service may be subject to disconnection in accordance with rules 4901:1-18-03 to 4901:1-18-06 of the Administrative Code.

(D) Fraud. The gas or natural gas utility company shall terminate a customer's participation in PIPP when it is determined that the PIPP customer was fraudulently enrolled in the program. The customer shall be required to pay the gas utility the actual bill for gas that the customer consumed during the period in which the customer was fraudulently enrolled minus previously paid PIPP payments. Any arrearage credits which accrued to the customer's account shall be reversed. The customer shall not be eligible to participate in PIPP, graduate PIPP, or to receive any other benefits available to PIPP customers or graduates for twenty-four months from when the customer is removed from PIPP.

(E) Any PIPP customer who tampers with the gas or natural gas utility company's meter, metering equipment or other property, or is the beneficiary of such act, shall comply with the requirements of paragraphs (E)(3)(a) to (E)(3)(d) of rule 4901:1-18-03 of the Administrative Code. Furthermore, to clarify the application of paragraph (E)(3)(b) of rule 4901:1-18-03 of the Administrative Code, the amount of the arrearages generated by the unauthorized usage shall be removed from the customer's arrearages and shall be paid by the customer before service is restored. Any usage charges previously credited to the customer as a result of the arrearage crediting program shall be reversed and are also due before service shall be restored.



## **RATE RS**

### **RESIDENTIAL SERVICE**

#### **APPLICABILITY**

Applicable to electric service other than three phase service, for all domestic purposes in private residences and single occupancy apartments and separately metered common use areas of multi-occupancy buildings in the entire territory of the Company where distribution lines are adjacent to the premises to be served.

Residences where not more than two rooms are used for rental purposes will also be included. Where all dwelling units in a multi-occupancy building are served through one meter and the common use area is metered separately, the kilowatt-hour rate will be applied on a "per residence" or "per apartment" basis, however, the customer charge will be based on the number of installed meters.

Where a portion of a residential service is used for purposes of a commercial or public character, the applicable general service rate is applicable to all service. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this rate will be applied to the residential service, if the service qualifies hereunder.

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

#### **TYPE OF SERVICE**

Alternating current 60 Hz, single phase at Company's standard secondary voltage.

#### **NET MONTHLY BILL**

Computed in accordance with the following charges:

1. Distribution Charges
  - (a) Customer Charge \$6.00 per month
  - (b) Energy Charge \$0.025342 per kWh

2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

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

Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

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Issued: May 2, 2013

Effective: May 6, 2013

Issued by James P. Henning, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 30.14  
Cancels and Supersedes  
Sheet No. 30.13  
Page 2 of 2

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**NET MONTHLY BILL (Contd.)**

Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate  
Sheet No. 108, Rider UE-ED, Uncollectible Expense – Electric Distribution 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. 115, Rider SCR, Supplier Cost Reconciliation Rider

**MINIMUM CHARGE**

The minimum charge shall be the Customer Charge as stated above.

**BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

**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 of customers enrolled in income payment plans pursuant to OAC Section 4901:1-18-04(B); and
- Unpaid account balances for services received from a Certified Supplier.

**TERMS AND CONDITIONS**

This rate is available upon application in accordance with the Company's Service Regulations.

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

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Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

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Issued by James P. Henning, President

## RATE ORH

### OPTIONAL RESIDENTIAL SERVICE WITH ELECTRIC SPACE HEATING

#### APPLICABILITY

Applicable to electric service, other than three phase service, used for all domestic purposes in private residences and single occupancy apartments where permanently connected electric heating equipment is installed and in regular use as the primary source of qualified space heating in the entire territory of the Company where distribution lines are adjacent to the premises to be served. In addition, the customer will be required to pay an amount equal to the current installed cost of demand metering equipment in excess of the current installed cost of standard watt-hour metering equipment. All metering equipment shall remain the property of the Company. The Company shall be responsible for the installation, operation, maintenance, testing, replacement and removal of metering equipment.

This rate is only available as Company demand meters are installed on the customer's premises. Due to the limited availability of metering equipment and Company personnel, a demand meter will be installed as metering equipment and Company personnel are available.

Where a portion of a residential service is used for purposes of a commercial or public character, the applicable general service rate is applicable to all service. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this rate will be applied to the residential service, if the service qualifies hereunder.

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

#### TYPE OF SERVICE

Alternating current 60 Hz, single phase at Company's standard secondary voltage.

#### NET MONTHLY BILL

Computed in accordance with the following charges:

	<u>Summer Period</u>	<u>Winter Period</u>
1. Distribution Charges		
(a) Customer Charge	\$6.00 per month	\$6.00 per month
(b) Energy Charge		
First 1,000 kilowatt-hours	\$0.025342 per kWh	\$0.028949 per kWh
Additional kilowatt-hours	\$0.025342 per kWh	\$0.015990 per kWh
In excess of 150 times Customer's		
Monthly Demand	\$0.025342 per kWh	\$0.010779 per kWh

Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

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Effective: May 6, 2013

Issued by James P. Henning, President

**NET MONTHLY BILL (Contd.)**

**2. Applicable Riders**

The following riders are applicable pursuant to the specific terms contained within each rider:

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, UE-ED, Uncollectible Expense – Electric Distribution 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. 115, Rider SCR, Supplier Cost Reconciliation Rider

**MINIMUM CHARGE**

The minimum charge shall be the Customer Charge as stated above.

**BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as the period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

**DEMAND**

Customer's monthly demand will be the kilowatts as determined from the Company's demand metering equipment for the fifteen (15) minute period of customer's greatest use in each month during the winter period.

Minimum demand shall be ten (10) kilowatts.

**QUALIFIED SPACE HEATING**

"Qualified" space heating is the heating of residential living quarters primarily through the regular use of permanently connected electric heating equipment, the installation of which meets the Company's specifications.

#### **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 of customers enrolled in income payment plans pursuant to OAC Section 4901:1-18-04(B); and
- Unpaid account balances for services received from a Certified Supplier.

#### **TERMS AND CONDITIONS**

This rate is available upon application in accordance with the Company's Service Regulations and the minimum contract period shall be one (1) year terminable thereafter on thirty (30) days written notice by either the customer or the Company.

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

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Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

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Issued by James P. Henning, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 32.2  
Cancels and Supersedes  
Sheet No. 32.1  
Page 1 of 1

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**RATE TD-AM**

**OPTIONAL TIME-OF-DAY RATE FOR RESIDENTIAL SERVICE WITH ADVANCED METERING  
(PILOT)**

**THIS TARIFF IS HERBY CANCELLED AND WITHDRAWN**

Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities  
Commission of Ohio.

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Issued: May 2, 2013

Effective: May 6, 2013

Issued by James P. Henning, President

**RATE TD**

**OPTIONAL TIME-OF-DAY RATE FOR RESIDENTIAL SERVICE**

**APPLICABILITY**

Applicable to electric service other than three phase service for all domestic purposes in private residences and single occupancy apartments in the entire territory of the Company where distribution lines are adjacent to the premises to be served. This rate is available only as Company demand meters with programmable time-of-day registers are installed on the customer's premises.

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

**NET MONTHLY BILL**

Computed in accordance with the following charges:

	<u>Summer Period</u>	<u>Winter Period</u>
1. Distribution Charges		
(a) Customer Charge	\$15.50 per month	\$15.50 per month
(b) Energy Charge		
On Peak kilowatt-hours	\$0.051494 per kWh	\$0.040919 per kWh
Off Peak kilowatt-hours	\$0.008983 per kWh	\$0.008976 per kWh
2. Applicable Riders		
The following riders are applicable pursuant to the specific terms contained within each rider:		
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. 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. 115, Rider SCR, Supplier Cost Reconciliation Rider		

**MINIMUM CHARGE**

The minimum charge shall be the Customer Charge as stated above.

Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

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Issued by James P. Henning, President

#### **BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

#### **RATING PERIODS**

The rating periods applicable to the above kilowatt-hour charges are as follows:

- a) Summer On Peak Period - 11:00 a.m. to 8:00 p.m. Monday through Friday, excluding holidays.
- b) Winter On Peak Period - 9:00 a.m. to 2:00 p.m. and 5:00 p.m. to 9:00 p.m. Monday through Friday, excluding holidays.
- c) Off Peak Period - All hours Monday through Friday not included above plus all day Saturday and Sunday as well as New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day 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.

#### **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.

#### **TERMS AND CONDITIONS**

This rate is available upon application in accordance with the Company's Service Regulations.

The initial term of service under this rate is three (3) years. If the customer desires to cancel service under this tariff within three (3) years, a termination fee may be charged by the Company. The termination fee will be determined by applying the above Customer Charge times the remaining months of the initial service agreement.

Where the Company is denied access to read the customer's time-of-day meter for more than two (2) consecutive months, the Company may, after notifying the customer, place the customer on the Company's standard residential rate. If the Company moves the customer to the standard rate, the customer shall not be billed for the termination fee.

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

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Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

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Issued: May 2, 2013

Effective: May 6, 2013

Issued by James P. Henning, President



**RATE CUR**

**COMMON USE RESIDENTIAL SERVICE**

**APPLICABILITY**

Applicable to electric service other than three phase service for separately metered common use areas of multi-occupancy buildings in the entire territory of the Company where distribution lines are adjacent to the premises to be served.

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

**TYPE OF SERVICE**

Alternating current 60 Hz, single phase at Company's standard secondary voltage.

**NET MONTHLY BILL**

Computed in accordance with the following charges:

1. Distribution Charges  
(a) Customer Charge

\$6.00 per month

- (b) Energy Charge

\$0.025342 per kWh

2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

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 Rider  
Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate  
Sheet No. 108, Rider UE-ED, Uncollectible Expense – Electric Distribution 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. 115, Rider SCR, Supplier Cost Reconciliation Rider

Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

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Issued by James P. Henning, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 34.8  
Cancels and Supersedes  
Sheet No. 34.7  
Page 2 of 2

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**MINIMUM CHARGE**

The minimum charge shall be the Customer Charge as stated above.

**BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

**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.

**TERMS AND CONDITIONS**

This rate is available upon application in accordance with the Company's Service Regulations.

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

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Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

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Issued: May 2, 2013

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Issued by James P. Henning, President

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**RATE RS3P**

**RESIDENTIAL THREE-PHASE SERVICE**

**APPLICABILITY**

Applicable to three phase electric service, for all domestic purposes in private residences and single occupancy apartments and separately metered common use areas of multi-occupancy buildings in the entire territory of the Company where (1) distribution lines are adjacent to the premises to be served, (2) the building load requires three phase service, (3) building load exceeds the Company's standard single-phase equipment or the building is a multi-use facility requiring three-phase service for the commercial space, and (4) additional distribution line extensions are not required. In all other instances, the Company will make three phase service available to residential customers at the customer's sole expense and pursuant to a three-year service agreement.

Residences where not more than two rooms are used for rental purposes will also be included. Where all dwelling units in a multi-occupancy building are served through one meter and the common use area is metered separately, the kilowatt-hour rate will be applied on a "per residence" or "per apartment" basis, however, the customer charge will be based on the number of installed meters.

Where a portion of a residential service is used for purposes of a commercial or public character, the applicable general service rate is applicable to all service. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this rate will be applied to the residential service, if the service qualifies hereunder.

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

**TYPE OF SERVICE**

Alternating current 60 Hz, three phase at Company's standard secondary voltage.

**NET MONTHLY BILL**

Computed in accordance with the following charges:

1. Distribution Charges

- |                     |                    |
|---------------------|--------------------|
| (a) Customer Charge | \$8.50 per month   |
| (b) Energy Charge   | \$0.025342 per kWh |

2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

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

Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

Issued: May 2, 2013

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Issued by James P. Henning, President

### **NET MONTHLY BILL (Contd.)**

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. 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. 115, Rider SCR, Supplier Cost Reconciliation Rider

### **MINIMUM CHARGE**

The minimum charge shall be the Customer Charge as stated above.

### **BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

### **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 of customers enrolled in income payment plans pursuant to Section 4901:1-18-04(B), Ohio Administrative Code; and
- Unpaid account balances for services received from a Certified Supplier.

### **TERMS AND CONDITIONS**

This rate is available upon application in accordance with the Company's Service Regulations.

The Company is not obligated to extend, expand or rearrange its distribution system if it determines that existing distribution facilities are adequate to serve the customer's load.

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

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Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

Issued: May 2, 2013

Effective: May 6, 2013

Issued by James P. Henning, President

## **RATE RSLI**

### **RESIDENTIAL SERVICE – LOW INCOME**

#### **APPLICABILITY**

Applicable to up to 10,000 electric customers who are at or below 200% of the Federal poverty level and who do not participate in the Percentage of Income Payment Plan (PIPP). Applicable to electric service other than three phase service, for all domestic purposes in private residences and single occupancy apartments and separately metered common use areas of multi-occupancy buildings in the entire territory of the Company where distribution lines are adjacent to the premises to be served.

Residences where not more than two rooms are used for rental purposes will also be included. Where all dwelling units in a multi-occupancy building are served through one meter and the common use area is metered separately, the kilowatt-hour rate will be applied on a "per residence" or "per apartment" basis, however, the customer charge will be based on the number of installed meters.

Where a portion of a residential service is used for purposes of a commercial or public character, the applicable general service rate is applicable to all service. However, if the wiring is so arranged that the service for residential purposes can be metered separately, this rate will be applied to the residential service, if the service qualifies hereunder.

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

#### **TYPE OF SERVICE**

Alternating current 60 Hz, single phase at Company's standard secondary voltage.

#### **NET MONTHLY BILL**

Computed in accordance with the following charges:

1. Distribution Charges
  - (a) Customer Charge \$2.00 per month
  - (b) Energy Charge \$0.025342 per kWh

2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

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

Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

---

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Issued by James P. Henning, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 36.2  
Cancels and Supersedes  
Sheet No. 36.1  
Page 2 of 2

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### **NET MONTHLY BILL (Contd.)**

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. 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. 115, Rider SCR, Supplier Cost Reconciliation Rider

### **MINIMUM CHARGE**

The minimum charge shall be the Customer Charge as stated above.

### **BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

### **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 of customers enrolled in income payment plans pursuant to Section 4901:1-18-04(B), Ohio Administrative Code; and
- Unpaid account balances for services received from a Certified Supplier.

### **TERMS AND CONDITIONS**

This rate is available upon application in accordance with the Company's Service Regulations.

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

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 37.2  
Cancels and Supersedes  
Sheet No. 37.1  
Page 1 of 1

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**RIDER PTR**

**PEAK TIME REBATE – RESIDENTIAL PILOT PROGRAM**

**THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN**

Issued pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

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Duke Energy Ohio  
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Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 38.2  
Cancels and Supersedes  
Sheet No. 38.1  
Page 1 of 3

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**RATE TD-CPP\_LITE**

**OPTIONAL CRITICAL PEAK PRICING RATE FOR RESIDENTIAL SERVICE WITH ADVANCED METERING  
(PILOT)**

**THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN**

Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities  
Commission of Ohio.

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Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 39.2  
Cancels and Supersedes  
Sheet No. 39.1  
Page 1 of 1

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**RATE TD-LITE**

**OPTIONAL TIME-OF-DAY RATE FOR RESIDENTIAL SERVICE WITH ADVANCED METERING (MODIFIED)  
(PILOT)**

**THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN**

Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities  
Commission of Ohio.

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Issued by James P. Henning, President

## RATE DS

### SERVICE AT SECONDARY DISTRIBUTION VOLTAGE

#### APPLICABILITY

Applicable to electric service for usual customer load requirements where the Company specifies service at the standard secondary system voltage and where the Company determines that facilities of adequate capacity are available and adjacent to the premises to be served and the Company determines that the customers average monthly demand is greater than 15 kilowatts. Electric service must be supplied at one point of delivery.

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

#### TYPE OF SERVICE

Alternating current 60 Hz, single phase or three phase, at Company's standard distribution voltage. When both single and three phase secondary voltage services are required by a Distribution customer, the monthly kilowatt-hour usage and kilowatt demands shall be the respective arithmetical sums of both services.

#### NET MONTHLY BILL

Computed in accordance with the following charges provided, however, that the minimum monthly load factor, expressed as hours-use per month, shall not be less than 71 kWh per kW. When applicable, the minimum monthly load factor shall be achieved by calculating the billing demand as the monthly kWh usage divided by 71 (kilowatt of demand is abbreviated as kW and kilowatt-hours are abbreviated as kWh):

1. Distribution Charges

(a) Customer Charge per month

Single Phase Service	\$22.97
Single and/or Three Phase Service	\$45.95

(b) Demand Charge

All kilowatts	\$ 5.3815 per kW
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2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

- 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

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**NET MONTHLY BILL (Cont'd)**

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

**MINIMUM BILL PROVISION**

The minimum bill shall be eighty five percent (85%) of the highest monthly kilowatt demand as established in the summer period and effective for the next succeeding eleven (11) months plus the Customer Charge.

In no case, however, shall the minimum bill be less than the Customer Charge.

**METERING**

The Company may meter at secondary or primary voltage as circumstances warrant. If the Company elects to meter at primary voltage, the kilowatt-hours registered on the Company's meter will be reduced one and one-half (1.5%) percent for billing purposes.

**DEMAND**

The demand shall be the kilowatts derived from the Company's demand meter for the fifteen-minute period of customer's greatest use during the billing period, as determined by the Company, adjusted for power factor, as provided herein. At the Company's option, a demand meter may not be installed if the nature of the load clearly indicates the load will have a constant demand, in which case the demand will be the calculated demand.

In no event will the billing demand be taken as less than the higher of the following:

- a) Eighty five percent (85%) of the highest monthly kilowatt demand as established in the summer period and effective for the next succeeding eleven (11) months; or
- b) One (1) kilowatt for each single phase meter and five (5) kilowatts for each three phase meter.

The Company may re-determine customer's billing demand at any time in recognition of a permanent change in load due to such occurrences as the installation of load control equipment or a temporary change due to malfunctions of such equipment.

If a customer requests reconnection of an account within twelve (12) months of a disconnection order, the customer's demand record for the period of disconnection will be re-established for purposes of billing and administration of the preceding clause.

For purposes of administration of the above clause, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

#### **POWER FACTOR ADJUSTMENT**

The power factor to be maintained shall be not less than ninety percent (90%) lagging. If the Company determines customer's power factor to be less than ninety percent (90%), the billing demand will be the number of kilowatts equal to the kilovolt amperes multiplied by 0.90.

Power factor may be determined by the following methods, at the Company's option:

- a) Continuous measurement
  - the power factor, as determined during the interval in which the maximum kW demand is established, will be used for billing purposes; or
- b) Testing
  - the power factor, as determined during a period in which the customer's measured kW demand is not less than ninety percent (90%) of the measured maximum kW demand of the preceding billing period, will be used for billing purposes until superseded by a power factor determined by a subsequent test made at the direction of Company or request of customer.

#### **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.

#### **TERMS AND CONDITIONS**

The initial term of contract shall be for a minimum period of three (3) years terminable thereafter by a minimum notice of either the customer or the Company as prescribed by the Company's Service Regulations.

The Company is not obligated to extend, expand or rearrange its transmission system voltage if it determines that existing distribution and/or transmission facilities are of adequate capacity to serve the customer's load.

If the Company offers to provide the necessary facilities for transmission service, in accordance with its Service Regulations, an annual facilities charge, applicable to such additional facilities, is established at twenty percent (20%) of actual cost. The annual facilities charge shall be billed in twelve monthly installments to be added to the demand charge.

#### **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.

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 41.15  
Cancels and Supersedes  
Sheet No. 41.14  
Page 1 of 2

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**RATE GS-FL**

**OPTIONAL UNMETERED GENERAL SERVICE RATE FOR SMALL FIXED LOADS**

**APPLICABILITY**

Applicable to electric service in the Company's entire territory where secondary distribution lines exist for any fixed electric load that can be served by a standard service drop from the Company's existing secondary distribution system.

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

**TYPE OF SERVICE**

Alternating current 60 Hz, at nominal voltages of 120, 120/240 or 120/208 volts, single phase, unmetered. Service of other characteristics, where available, may be furnished at the option of the Company.

**NET MONTHLY BILL**

Computed in accordance with the following charges:

**1. Distribution Charges**

- |   |                    |
|---|--------------------|
| (a) For loads based on a range of 540 to 720 hours use per month of the rated capacity of the connected equipment | \$0.020721 per kWh |
| (b) For loads of less than 540 hours use per month of the rated capacity of the connected equipment               | \$0.023764 per kWh |

**2. Applicable Riders**

The following riders are applicable pursuant to the specific terms contained within each rider:

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. 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. 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  
Sheet No. 115, Rider SCR, Supplier Cost Reconciliation

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Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 41.15  
Cancels and Supersedes  
Sheet No. 41.14  
Page 2 of 2

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#### **MINIMUM CHARGE**

The minimum charge shall be \$5.64 per Fixed Load Location per month.

#### **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.

#### **SERVICE PROVISIONS**

1. Each separate point of delivery of service shall be considered a Fixed Load Location.
2. Only one supply service will be provided to a customer under this Schedule as one Fixed Load Location.
3. The customer shall furnish switching equipment satisfactory to the Company.
4. The customer shall notify the Company in advance of every change in connected load, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the Fixed Load thereafter under this Schedule, and shall be entitled to bill the customer retroactively on the basis of the increased load for the full period such load was connected.

#### **TERM AND CONDITIONS**

One (1) year, terminable thereafter on thirty (30) days written notice by either customer or Company.

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.

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Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

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**RATE EH**

**OPTIONAL RATE FOR ELECTRIC SPACE HEATING**

**APPLICABILITY**

Applicable to electric service for heating when customer's wiring is so arranged that heating service can be furnished at one point of delivery and can be metered separately from all other types of service or to any public school, parochial school, private school, or church when supplied at one point of delivery, provided permanently connected and regularly used electrical equipment is installed in compliance with the Company specifications as the primary source of heating or heating and cooling the atmosphere to temperatures of human comfort; and provided all other electrical energy requirements are purchased from the Company. For the purpose of the administration of this tariff schedule, primary source is defined as at least 90 percent (90%). No single water-heating unit shall be wired that the demand established by it can exceed 5.5 kilowatts unless approved by the Company.

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

**TYPE OF SERVICE**

Alternating current 60 Hz, single or three phase at Company's standard secondary voltage.

**NET MONTHLY BILL**

Computed in accordance with the following charges:

Winter Period:

1. Distribution Charges

(a) Customer Charge per month

Single Phase Service	\$ 23.00
Three Phase Service	\$ 46.00
Primary Voltage Service	\$200.00

(b) Energy Charge

All kilowatt-hours	\$0.016478 per kWh
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Summer Period:

All usage during the summer period shall be billed in accordance with the provisions of the applicable distribution voltage service rate.

Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

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Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 42.15  
Cancels and Supersedes  
Sheet No. 42.14  
Page 2 of 2

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## **NET MONTHLY BILL (Contd.)**

### **2. Applicable Riders**

The following riders are applicable pursuant to the specific terms contained within each rider:

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. 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. 115, Rider SCR, Supplier Cost Reconciliation Rider

### **MINIMUM CHARGE**

The minimum charge shall be the Customer Charge as stated above.

### **BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

### **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.

### **TERMS AND CONDITIONS**

The term of contract shall be for a minimum period of one (1) year, terminable thereafter on thirty (30) days written notice by either the customer or the Company.

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

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**RATE DM**

**SECONDARY DISTRIBUTION SERVICE - SMALL**

**APPLICABILITY**

Applicable to electric service for usual customer load requirements where the Company specifies service at the standard secondary system voltage and the Company determines that facilities of adequate capacity are available and adjacent to the premises to be served and the Company determines that the customer's average monthly demand is 15 kilowatts or less. This tariff schedule is also applicable to electric service to recreation facilities that are promoted, operated and maintained by non-profit organizations where such service is separately metered. Electric service must be supplied at one point of delivery.

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

**TYPE OF SERVICE**

Alternating current, 60 Hz, single phase or three phase at Company's standard secondary distribution voltage.

**NET MONTHLY BILL**

Computed in accordance with the following charges:

	<u>Summer Period</u>	<u>Winter Period</u>
1. Distribution Charges		
(a) Customer Charge		
Single Phase	\$ 8.07 per month	\$ 8.07 per month
Three Phase	\$16.14 per month	\$16.14 per month
(b) Energy Charge		
First 2,800 kWh	\$0.041988 per kWh	\$0.030141 per kWh
Next 3,200 kWh	\$0.003493 per kWh	\$0.003493 per kWh
Additional kWh	\$0.001482 per kWh	\$0.001482 per kWh

2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

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  
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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

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P.U.C.O. Electric No. 19  
Sheet No. 43.15  
Cancels and Supersedes  
Sheet No. 43.14  
Page 2 of 2

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**NET MONTHLY BILL (Contd.)**

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. 115, Rider SCR, Supplier Cost Reconciliation Rider

**MINIMUM CHARGE**

The minimum charge shall be the Customer Charge as stated above.

When both single and three phase service are required by the customer, the monthly kilowatt-hour usage shall be the arithmetical sum of both services.

**BILLING PERIODS**

For purposes of administration of the above charges, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

**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.

**TERMS AND CONDITIONS**

The initial term of contract shall be for a minimum period of one (1) year terminable thereafter by a minimum notice either of the customer or the Company as prescribed by the Company's Service Regulations.

For purposes of the administration of this rate, the Company will determine the customer's average monthly demand based upon customer's most recent twelve month usage each year after the initial term of service has been fulfilled by the customer. If the customer's average demand exceeds 15 kW or if the customer's monthly demand exceeds 30 kW in two (2) or more months in any twelve month period, the Company may require the customer to be billed under the provisions of Rate DS.

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

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**RATE DP**

**SERVICE AT PRIMARY DISTRIBUTION VOLTAGE**

**APPLICABILITY**

Applicable to electric service for usual customer load requirements where the Company specifies service at nominal primary distribution system voltages of 12,500 volts or 34,500 volts, and the Company determines that facilities of adequate capacity are available and adjacent to the premises to be served. Electric service must be supplied at one point of delivery.

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

**TYPE OF SERVICE**

Alternating current 60 Hz, single phase or three phase at Company's standard distribution voltage of 34,500 volts or lower.

When both single and three phase secondary voltage services are required by a customer, the monthly kilowatt-hour usage and kilowatt demands shall be the respective arithmetical sums of both services.

**NET MONTHLY BILL**

Computed in accordance with the following charges. (Kilowatt of demand is abbreviated as kW and kilowatt-hours are abbreviated as kWh):

1. Distribution Charges

(a) Customer Charge per month

Primary Voltage Service (12.5 or 34.5 kV) \$229.92 per month

(b) Demand Charge

All kilowatts \$4.3340 per kW

2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

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

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**NET MONTHLY BILL (Cont'd.)**

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

**MINIMUM BILL PROVISION**

The minimum bill shall be: Eighty-five percent (85%) of the highest monthly kilowatt demand as established in the summer period and effective for the next succeeding eleven (11) months plus the Customer Charge.

In no case, however, shall the minimum bill be less than the Customer Charge.

**PRIMARY VOLTAGE METERING DISCOUNT**

The Company may meter at secondary or primary voltage as circumstances warrant. If the Company elects to meter at primary voltage, the kilowatt-hours registered on the Company's meter will be reduced one and one-half percent (1.5%) for billing purposes.

**DEMAND**

The demand shall be the kilowatts derived from the Company's demand meter for the fifteen-minute period of customer's greatest use during the billing period, as determined by the Company, adjusted for power factor, as provided herein. At its option, the Company may not install a demand meter if the nature of the load clearly indicates the load will have a constant demand, in which case the demand will be the calculated demand.

In no event will the billing demand be taken as less than the higher of the following:

- a) Eighty-five percent (85%) of the highest monthly kilowatt demand as established in the summer period and effective for the next succeeding eleven (11) months; or
- b) Five (5) kilowatts.

The Company may re-determine customer's billing demand at any time in recognition of a permanent change in load due to such occurrences as the installation of load control equipment or a temporary change due to malfunctions of such equipment.

If a customer requests reconnection of an account within twelve (12) months of a disconnection order, the customer's demand record for the period of disconnection will be re-established for purposes of billing and administration of the preceding clause.

For purposes of administration of the above clause, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as that period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

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#### **POWER FACTOR ADJUSTMENT**

The power factor to be maintained shall be not less than ninety percent (90%) lagging. If the Company determines customer's power factor to be less than ninety percent (90%), the billing demand will be the number of kilowatts equal to the kilovolt amperes multiplied by 0.90.

At the Company's option, power factor may be determined by the following methods:

- a) Continuous measurement
  - the power factor, as determined during the interval in which the maximum kW demand is established, will be used for billing purposes; or
- b) Testing
  - the power factor, as determined during a period in which the customer's measured kW demand is not less than 90% of the measured maximum kW demand of the preceding billing period, will be used for billing purposes until superseded by a power factor determined by a subsequent test made at the direction of Company or request of customer.

#### **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.

#### **TERMS AND CONDITIONS**

The initial term of contract shall be for a minimum period of three (3) years, terminable thereafter by a minimum notice of either the customer or the Company as follows:

- (1) For customers with a most recent twelve (12) month average demand of less than 10,000 kVA, thirty (30) days written notice.
- (2) For customers with a most recent twelve (12) month average demand of greater than 10,000 kVA, twelve (12) months written notice.

The Company is not obligated to extend, expand or rearrange its transmission system voltage if it determines that existing distribution and/or transmission facilities are of adequate capacity to serve the customer's load.

If the Company offers to provide the necessary facilities for transmission service, in accordance with its Service Regulations, an annual facilities charge, applicable to such additional facilities, is established at twenty percent (20%) of actual cost. The annual facilities charge shall be billed in twelve monthly installments to be added to the demand charge.

#### **SERVICE REGULATIONS**

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

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**RATE SFL - ADPL**

**OPTIONAL UNMETERED RATE FOR SMALL FIXED LOADS ATTACHED DIRECTLY TO COMPANY'S  
POWER LINES**

**APPLICABILITY**

Applicable to electric service in the Company's entire territory where secondary and/or primary distribution lines exist for any bulk, small, unmetered, fixed-load electric devices that can be connected directly to the Company's power lines within the power zone of Company's poles and which do not require service drops.

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

**TYPE OF SERVICE**

Alternating current 60 Hz, at nominal voltages of 120, 120/240 or 120/208, 12,500 or 34,500 volts, single phase, unmetered. Service of other characteristics, where available, may be furnished at the option of the Company.

**NET MONTHLY BILL**

Computed in accordance with the following charges:

1. Distribution Charges \$0.020721 per kWh

2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

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. 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. 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. 115, Rider SCR, Supplier Cost Reconciliation Rider

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#### **LATE PAYMENT CHARGE**

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

#### **SERVICE PROVISIONS**

1. Each separate point of delivery of service shall be considered a Fixed Load Location.
2. The Company shall determine the monthly kWhs associated with each Fixed Load Location.
3. The customer shall enter into a Service Agreement with the Company setting forth the terms and conditions under which the customer may connect devices to the Company's power lines.
4. The customer shall be responsible for all costs associated with connecting the device to the power lines.
5. The customer shall notify the Company in advance of the connection of any device to Company's power lines, and in advance of every change in connected load, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the Fixed Load thereafter under this Schedule, and shall be entitled to bill the customer retroactively on the basis of the increased load for the full period such load was connected.
6. The Company may, at its sole discretion, refuse to attach devices that it reasonably believes may impede the operation, maintenance, reliability, or safety of the electric distribution lines or pose a danger to Company personnel or other persons.
7. To the extent it is commercially feasible to do so, the Company will combine all fixed load locations for a given customer onto a single monthly bill. Billing calculations will be performed for each Fixed Load Location, but the results of the individual calculations will be summarized on the monthly bill.

#### **TERM OF SERVICE**

Minimum one (1) year, terminable thereafter on thirty (30) days written notice by either customer or Company. Company and customer may agree to a different term in the Service Agreement.

#### **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.

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## **RATE TS**

### **SERVICE AT TRANSMISSION VOLTAGE**

#### **APPLICABILITY**

Applicable to electric service for usual customer load requirements where the Company specifies service at a nominal transmission system voltage of 69,000 volts or higher, and the Company determines that facilities of adequate capacity are available and adjacent to the premises to be served. Electric service must be supplied at one point of delivery and the customer furnishes and maintains all transformation equipment and appurtenances necessary to utilize the service.

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

#### **TYPE OF SERVICE**

Alternating current 60 Hz, three phase at Company's standard transmission voltage of 69,000 volts or higher.

#### **NET MONTHLY BILL**

Computed in accordance with the following charges (kilovolt amperes are abbreviated as kVA; kilowatt-hours are abbreviated as kWh):

1. Distribution Charges

- |                               |                  |
|-------------------------------|------------------|
| (a) Customer Charge per month | \$200.00         |
| (b) Demand Charge             |                  |
| All kVA                       | \$ 0.000 per kVA |

2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

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  
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Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider  
Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate  
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Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider

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#### **MINIMUM CHARGE**

The minimum charge shall be not less than fifty percent (50%) of the highest demand charge established during the preceding eleven (11) months or the billing of 1,000 kVA, whichever is higher.

#### **METERING**

The Company may meter at secondary or primary voltage as circumstances warrant. If the Company elects to meter at secondary voltage, the kilowatt-hours registered on the Company's meter will be increased one and one-half percent (1.5%) for billing purposes.

#### **DEMAND**

The demand shall be the kilovolt amperes derived from the Company's demand meter for the fifteen-minute period of the customer's greatest use during the month, but not less than the higher of the following:

- a) Eighty-five (85%) of the highest monthly kilovolt amperes similarly established during the summer period for the next succeeding eleven (11) months; or
- b) 1,000 kilovolt amperes.

For purposes of administration of the above clause, the summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September. The winter period is defined as the period represented by the Company's billing for the eight (8) revenue months of January through May and October through December.

The Company may re-determine customer's billing demand at any time in recognition of a permanent change in load due to such occurrences as the installation of load control equipment or a temporary change due to malfunctions of such equipment.

#### **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.

#### **TERMS AND CONDITIONS**

The initial term of contract shall be for a minimum period of five (5) years, terminable thereafter by either the customer or the Company as follows:

- (1) Thirty (30) days after receipt of written notice for customers with a most recent twelve (12) month average demand of less than 10,000 kVA.
- (2) Twelve (12) months after receipt of written notice for customers with a most recent twelve (12) month average demand of 10,000 kVA or greater.

The Company is not obligated to extend, expand or rearrange its transmission system voltage if it determines that existing distribution and/or transmission facilities are of adequate capacity to serve

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 50.15  
Cancels and Supersedes  
Sheet No. 50.14  
Page 3 of 3

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**TERMS AND CONDITIONS (Contd.)**

the customer's load.

If the Company offers to provide the necessary facilities for transmission voltage, in accordance with its Service Regulations, an annual facilities charge, applicable to such additional facilities, is established at twenty percent (20%) of actual cost. The annual facilities charge shall be billed in twelve (12) monthly installments to be added to the demand charge.

**SERVICE REGULATIONS**

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

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**RATE SL**

**STREET LIGHTING SERVICE**

**APPLICABILITY**

Applicable to municipal, county, state and Federal governments, including divisions thereof, and incorporated homeowners associations for the lighting of public streets and roads with Company-owned lighting fixtures.

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

Mercury Vapor lighting fixtures will not be installed by the Company after June 1, 2003. As currently installed Mercury Vapor fixtures are retired and/or replaced, they may be replaced with either Metal Halide or Sodium Vapor fixtures as the customer chooses.

This service will no longer be available for units installed after December 31, 2004.

**TYPE OF SERVICE**

All equipment owned by the Company will be installed and maintained by the Company. All lamps will burn from dusk to dawn, approximately 4,160 hours per annum. The Company will endeavor to replace burned-out lamps within forty-eight (48) hours after notification by the customer. The Company does not guarantee continuous lighting or electric service and shall not be liable to the customer or anyone else for any damage, loss or injury due to any cause.

**NET MONTHLY BILL**

The following monthly charge for each unit with lamp and luminaire, controlled automatically, will be assessed:

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
1. Base Rate				
<u>OVERHEAD DISTRIBUTION AREA</u>				
Fixture Description				
Standard Fixture (Cobra Head)				
Mercury Vapor				
7,000 lumen	175	0.193	803	4.130
7,000 lumen (Open Refractor)	175	0.205	853	4.042
10,000 lumen	250	0.275	1,144	4.198
21,000 lumen	400	0.430	1,789	4.249

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**NET MONTHLY BILL (Contd.)**

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
Metal Halide				
14,000 lumen	175	0.193	803	4.130
20,500 lumen	250	0.275	1,144	4.197
Sodium Vapor				
9,500 lumen	100	0.117	487	7.305
9,500 lumen (Open Refractor)	100	0.117	487	7.025
16,000 lumen	150	0.171	711	7.925
22,000 lumen	200	0.228	948	7.869
27,500 lumen	200	0.228	948	7.870
50,000 lumen	400	0.471	1,959	9.628
Decorative Fixtures				
Sodium Vapor				
9,500 lumen (Rectilinear)	100	0.117	487	12.681
22,000 lumen (Rectilinear)	200	0.246	1,023	12.818
50,000 lumen (Rectilinear)	400	0.471	1,959	12.820
50,000 lumen (Setback)	400	0.471	1,959	17.603

Where a street lighting fixture served overhead is to be installed on another utility's pole on which the Company does not have a contact, a monthly pole charge will be assessed.

**Spans of Secondary Wiring:**

For each increment of fifty (50) feet of secondary wiring beyond the first one hundred fifty (150) feet from the pole, the following price per month shall be added to the price per month per street lighting unit: \$0.62.

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
<b><u>UNDERGROUND DISTRIBUTION AREA</u></b>				
Fixture Description				
Standard Fixture (Cobra Head)				
Mercury Vapor				
7,000 lumen	175	0.210	874	3.447
7,000 lumen (Open Refractor)	175	0.205	853	4.268

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 60.15  
Cancels and Supersedes  
Sheet No. 60.14  
Page 3 of 5

**NET MONTHLY BILL (Contd.)**

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
10,000 lumen	250	0.292	1,215	3.488
21,000 lumen	400	0.460	1,914	2.805
Sodium Vapor				
9,500 lumen	100	0.117	487	7.288
22,000 lumen	200	0.228	948	7.869
27,500 lumen	200	0.228	948	6.144
50,000 lumen	400	0.471	1,959	9.629
Decorative Fixtures				
Mercury Vapor				
7,000 lumen (Town & Country)	175	0.205	853	7.467
7,000 lumen (Holophane)	175	0.210	874	8.002
7,000 lumen (Gas Replica)	175	0.210	874	15.520
7,000 lumen (Aspen)	175	0.210	874	8.493
Metal Halide				
14,000 lumen (Granville)	175	0.210	874	8.493
14,000 lumen (Town & Country)	175	0.205	853	7.387
14,500 lumen (Gas Replica)	175	0.210	874	19.877
Sodium Vapor				
9,500 lumen (Town & Country)	100	0.117	487	12.344
9,500 lumen (Holophane)	100	0.128	532	9.969
9,500 lumen (Rectilinear)	100	0.117	487	10.118
9,500 lumen (Gas Replica)	100	0.128	532	23.384
9,500 lumen (Aspen)	100	0.128	532	10.507
16,000 lumen (Aspen)	150	0.171	711	6.187
22,000 lumen (Rectilinear)	200	0.246	1,023	10.009
50,000 lumen (Rectilinear)	400	0.471	1,959	12.279
50,000 lumen (Setback)	400	0.471	1,959	13.744

**POLE CHARGES**

<u>Pole Description</u>	<u>Pole Type</u>	<u>\$/Pole</u>
Wood		
17 foot (Wood Laminated) (a)	W17	4.34
30 foot	W30	4.74
35 foot	W35	5.01
40 foot	W40	5.79
Aluminum		
12 foot	A12	12.70
28 foot	A28	7.05
28 foot (heavy duty)	A28H	7.15
30 foot (anchor base)	A30	21.18

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P.U.C.O. Electric No. 19  
Sheet No. 60.15  
Cancels and Supersedes  
Sheet No. 60.14  
Page 4 of 5

**NET MONTHLY BILL (Contd.)**

Pole Description (Contd.)	Pole Type	\$/Pole
Fiberglass		
17 foot	F17	4.35
30 foot (bronze)	F30	9.41
35 foot (bronze)	F35	9.52
40 foot	F40	5.78
Steel		
27 foot (11 gauge)	S27	17.37
27 foot ( 3 gauge)	S27H	23.51

**Spans of Secondary Wiring:**

For each increment of twenty-five (25) feet of secondary wiring beyond the first twenty-five (25) feet from the pole, the following price per month shall be added to the price per month per street lighting unit: \$1.32.

Additional facilities, other than specified above, if required, will be billed at the time of installation.

(a) Note: New or replacement poles no longer available.

**2. Applicable Riders**

The following riders are applicable pursuant to the specific terms contained within each rider:

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  
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**LATE PAYMENT CHARGE**

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

**TERM OF SERVICE**

The street lighting units are installed for the life of the unit, and then its terminable on one hundred twenty (120) days written notice by either customer or Company subject to Paragraph 4 or 6 under General Conditions.

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#### **GENERAL CONDITIONS**

- (1) If the customer requires the installation of a unit at a location which requires the extension, relocation, or rearrangement of the Company's distribution system, the customer shall, in addition to the monthly charge, pay the Company on a time and material basis, plus overhead charges, the cost of such extension, relocation, or rearrangement, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (2) Installation of street lighting units will be predicated on the ability of the Company to obtain, without cost to itself or the payment or consideration, all easements and rights-of-way which, in the opinion of the Company, are necessary for the construction, maintenance and operation of the street lights, standards, anchors and/or service wires. If such easements and rights-of-way cannot be so obtained, the Company shall have no obligation hereunder to install such units.
- (3) The time within which the Company will be able to commence or to complete the services to be performed is dependent on the Company's ability to secure the materials required, and the Company shall not be responsible for failure to install these street light units for such reason.
- (4) If an installed street lighting unit is required to be relocated, removed, or replaced with another unit of the same or less rated lamp wattage, the ordering Authority shall pay the Company the sacrifice value of the unit, plus labor and overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (5) Lamps and refractors which are maintained by the Company shall be kept in good operating condition by and at the expense of the Company. In cases of vandalism, the Company will repair the damaged property and the customer shall pay for such repair on a time and material basis, plus overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (6) When a street lighting unit reaches the end of life or becomes obsolete and parts cannot be reasonably obtained, the Company can remove the unit at no expense to the customer after notifying the customer. The customer shall be given the opportunity to arrange for another type lighting unit provided by 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 the Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio.

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Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

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Effective: May 6, 2013

Issued by James P. Henning, President

**RATE TL**

**TRAFFIC LIGHTING SERVICE**

**APPLICABILITY**

Applicable to the supplying of energy for traffic signals or other traffic control lighting on public streets and roads. After January 1, 1992, this tariff schedule shall only be applicable to municipal, county, state and local governments. In the application of this tariff, each point of delivery shall be considered as a separate customer.

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

**TYPE OF SERVICE**

Alternating current 60 Hz, single phase at the Company's standard secondary voltage.

**NET MONTHLY BILL**

Computed in accordance with the following charges:

1. Base Rate

- (a) Where the Company supplies energy only all kilowatt-hours shall be billed as follows:  
Distribution Energy and Equipment Charge \$0.005034 per kWh
- (b) Where the Company supplies energy from a separately metered source and the Company has agreed to provide limited maintenance for traffic signal equipment all kilowatt-hours shall be billed at \$0.026291 per kWh
- (c) Where the Company supplies energy and has agreed to provide limited maintenance for traffic signal equipment all kilowatt-hours shall be billed as follows:  
Distribution Energy and Equipment Charge \$0.035228 per kWh

2. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

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. 105, Rider DR-ECF, Economic Competitiveness Fund Rider  
Sheet No. 108, Rider UE-ED, Uncollectible Expense – Electric Distribution Rider  
Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider  
Sheet No. 111, Rider RC, Retail Capacity Rider

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 61.15  
Cancels and Supersedes  
Sheet No. 61.14  
Page 2 of 2

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#### **NET MONTHLY BILL (Contd.)**

Sheet No. 112, Rider RE, Retail Energy Rider  
Sheet No. 113, Rider ESSC, Electric Security Stabilization Charge Rider  
Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider

#### **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.

#### **TERM OF SERVICE**

One (1) year, terminable thereafter on thirty (30) days written notice by either customer or Company.

#### **GENERAL CONDITIONS**

1. Billing will be based on the calculated kilowatt-hour consumption taking into consideration the size and characteristics of the load.
2. Where the average monthly usage is less than 110 kWh per point of delivery, the customer shall pay the Company, in addition to the monthly charge, the cost of providing the electric service on the basis of time and material plus overhead charges. An estimate of the cost will be submitted for approval before the work is carried out.
3. The location of each point of delivery shall be mutually agreed upon by the Company and the customer. In overhead distribution areas, the point of delivery shall be within one hundred fifty (150) feet of existing secondary wiring. In underground distribution areas, the point of delivery shall be at an existing secondary wiring service point.
4. If the customer needs a point of delivery which requires the extension, relocation, or rearrangement of Company's distribution system, the customer shall pay the Company, in addition to the monthly charge, the cost of such extension, relocation, or rearrangement on the basis of time and material plus overhead charges, unless such extension, relocation or rearrangement is performed in the course of the Company's routine system upgrade, or where a municipality requires such work when acting in its governmental capacity; then, no payment will be made. An estimate of the cost will be submitted for approval before work is carried out.

#### **LIMITED MAINTENANCE**

Limited maintenance for traffic signals is defined as cleaning and replacing lamps, and repairing connections in wiring which are of a minor nature. Limited maintenance for traffic controllers is defined as cleaning, oiling, adjusting and replacing contacts which are provided by customer, time-setting when requested, and minor repairs to defective wiring.

#### **SERVICE REGULATIONS**

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

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Issued by James P. Henning, President

## RATE OL

### OUTDOOR LIGHTING SERVICE

#### APPLICABILITY

Applicable for outdoor lighting services on private property with Company owned fixtures in the Company's entire service area where secondary distribution lines are adjacent to the premises to be served. Not applicable for lighting public roadways which are dedicated, or anticipated to be dedicated, except to meet the occasional singular need of a customer who has obtained written approval from the proper governmental authority.

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

Mercury Vapor lighting fixtures will not be installed by the Company after June 1, 2003. As currently installed Mercury Vapor fixtures are retired and/or replaced, they may be replaced with either Metal Halide or Sodium Vapor fixtures as the customer chooses.

This service will no longer be available for units installed after December 31, 2004.

#### TYPE OF SERVICE

All equipment will be installed, owned and maintained by the Company on rights-of-way provided by the customer. The Company will perform maintenance only during regularly scheduled working hours and will endeavor to replace burned-out lamps within forty-eight (48) hours after notification by the customer. The Company does not guarantee continuous lighting and shall not be liable to the customer or anyone else for damage, loss or injury resulting from any interruption in such lighting due to any cause. All lamps will burn from dusk to dawn, approximately 4,160 hours per annum.

#### NET MONTHLY BILL

##### 1. Base Rate

##### A. Private outdoor lighting units:

The following monthly charge for each fixture, which includes lamp and luminaire, controlled automatically, mounted on a utility pole, as specified by the Company, with a maximum mast arm of 16 feet for overhead units will be assessed:

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
<u>Standard Fixtures (Cobra Head)</u>				
<u>Mercury Vapor</u>				
7,000 lumen (Open Refractor)	175	0.205	853	7.537
7,000 lumen	175	0.210	874	12.803
10,000 lumen	250	0.292	1,215	13.067
21,000 lumen	400	0.460	1,914	14.391

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 62.15  
Cancels and Supersedes  
Sheet No. 62.14  
Page 2 of 4

**NET MONTHLY BILL (Contd.)**

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
<u>Metal Halide</u>				
14,000 lumen	175	0.210	874	12.805
20,500 lumen	250	0.292	1,215	13.066
36,000 lumen	400	0.460	1,914	14.389
<u>Sodium Vapor</u>				
9,500 lumen (Open Refractor)	100	0.117	487	7.700
9,500 lumen	100	0.117	487	10.005
16,000 lumen	150	0.171	711	11.806
22,000 lumen	200	0.228	948	11.273
27,500 lumen	100	0.117	487	10.008
27,500 lumen	200	0.228	948	11.333
50,000 lumen	400	0.471	1,959	10.021
<u>Decorative Fixtures (a)</u>				
<u>Mercury Vapor</u>				
7,000 lumen (Town & Country)	175	0.205	853	17.142
7,000 lumen (Aspen)	175	0.210	874	24.392
<u>Sodium Vapor</u>				
9,500 lumen (Town & Country)	100	0.117	487	26.149
9,500 lumen (Holophane)	100	0.128	532	27.142
9,500 lumen (Gas Replica)	100	0.128	532	48.389
22,000 lumen (Rectilinear)	200	0.246	1,023	28.708

B. When requesting installation of a decorative unit, the customer may elect to make an additional contribution to obtain the monthly rate per unit charge for the same size standard (cobra head) outdoor lighting fixture.

C. Flood lighting units served in overhead distribution areas (FL):

The following monthly charge for each fixture, which includes lamp and luminaire, controlled automatically, mounted on a utility pole, as specified by the Company, will be assessed:

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Sheet No. 62.15  
Cancels and Supersedes  
Sheet No. 62.14  
Page 3 of 4

**NET MONTHLY BILL (Contd.)**

	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit
<u>Mercury Vapor</u>				
21,000 lumen	400	0.460	1,914	13.308
<u>Metal Halide</u>				
20,500 lumen	250	0.246	1,023	9.835
36,000 lumen	400	0.460	1,914	13.308
<u>Sodium Vapor</u>				
9,500 lumen	100	0.117	487	9.289
22,000 lumen	200	0.246	1,023	9.836
30,000 lumen	200	0.246	1,023	9.835
50,000 lumen	400	0.480	1,997	10.822

Additional facilities, if needed will be billed at the time of installation.

**2. Applicable Riders**

The following riders are applicable pursuant to the specific terms contained within each rider:

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. 105, Rider DR-ECF, Economic Competitiveness Fund  
Sheet No. 108, Rider UE-ED, Uncollectible Expense – Electric Distribution 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. 115, Rider SCR, Supplier Cost Reconciliation Rider

**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.

**TERM OF SERVICE**

Three (3) years for a new and/or succeeding customer until the initial period is fulfilled. The service is terminable thereafter on ten (10) days written notice by the customer or the Company.

At the Company's option, a longer contract may be required for large installations.

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#### **GENERAL CONDITIONS**

1. In cases of repeated vandalism, the Company at its option will repair or remove its damaged equipment and the customer shall pay for repairs on a time and material basis, plus overhead charges. If the equipment is removed, the customer will be billed for the unexpired term of the contract.
2. If the customer requires the extension, relocation or rearrangement of the Company's system, the customer will pay, in addition to the monthly charge, the Company on a time and materials basis, plus overhead charges, for such extension, relocation or rearrangement unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for customer approval before work is carried out.
3. If any Company owned lighting unit is required to be relocated, removed or replaced with another unit of the same or lower lamp wattage, the customer ordering this shall pay the Company the sacrifice value of the unit, plus labor and overhead charges, unless in the judgment of the Company no charges should be made. An estimate of the cost will be submitted for customer approval before work is carried out.
4. Installation of lighting units will be predicated on the ability of the Company to obtain, without cost to itself or the payment or consideration, all easements and rights-of-way which, in the opinion of the Company, are necessary for the construction, maintenance and operation of the lights, standards, anchors and/or service wires. If such easements and rights-of-way cannot be so obtained, the Company shall have no obligation hereunder to install such units.
5. The time within which the Company will be able to commence or to complete the services to be performed is dependent on the Company's ability to secure the materials required, and the Company shall not be responsible for failure to install these light units for such reason.
6. When a lighting unit reaches the end of life or becomes obsolete and parts cannot be reasonably obtained, the Company can remove the unit at no expense to the customer after notifying the customer. The customer shall be given the opportunity to arrange for another type lighting unit provided by 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 the Company's Service Regulations, currently in effect, as filed with the Public Utilities Commission of Ohio.

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**RATE NSU**

**STREET LIGHTING SERVICE  
FOR NON-STANDARD UNITS**

**APPLICABILITY**

Applicable to municipal, county, state and Federal governments, including divisions thereof, hereafter referred to as Customer, for the lighting of public streets and roads with existing Company and Customer owned lighting fixtures. This service is not available for units installed after December 2, 1983.

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

**TYPE OF SERVICE**

All equipment owned by the Company will be maintained by the Company. All lamps will burn from dusk to dawn, approximately 4,160 hours per annum. The Company will endeavor to replace burned-out lamps maintained by the Company within forty-eight (48) hours after notification by the customer. The Company does not guarantee continuous lighting or electric service and shall not be liable to the customer or anyone else for any damage, loss or injury due to any cause.

**NET MONTHLY BILL**

The following monthly charge for each unit with lamp and luminaire, controlled automatically, will be assessed.

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
1. Base Rate				
A. Company Owned				
1) Steel boulevard units and 15 and 30 ft. steel poles served underground				
a. 1,000 lumen incandescent	65	0.065	270	8.370
b. 4,000 lumen incandescent	295	0.295	1,227	13.744
c. 6,000 lumen incandescent	405	0.405	1,685	17.001
d. 50,000 lumen sodium vapor	400	0.471	1,959	12.284
2) Steel light units served overhead on Company owned pole				
a. 2,500 lumen incandescent	148	0.148	616	5.200
b. 6,000 lumen incandescent	405	0.405	1,685	1.542
c. 2,500 lumen mercury vapor	100	0.115	478	5.617

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**NET MONTHLY BILL (Cont'd.)**

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
<b>B. Customer owned</b>				
1) Lighting system on steel poles served either overhead or underground with limited maintenance by Company	400	0.460	1,914	0.173
a. 21,000 lumen mercury vapor				
2) Fixtures mounted on Company owned pole served underground in conduit with limited maintenance by Company	400	0.460	1,914	13.676
a. 21,000 lumen mercury vapor				
(Two fixtures per pole)				

**2. Applicable Riders**

The following riders are applicable pursuant to the specific terms contained within each rider:

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. 105, Rider DR-ECF, Economic Competitiveness Fund Rider  
Sheet No. 108, Rider UE-ED, Uncollectible Expense – Electric Distribution 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. 115, Rider SCR, Supplier Cost Reconciliation Rider

**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.

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#### **TERM OF SERVICE**

The street lighting units are installed for the life of the unit, terminable on one hundred twenty (120) days written notice by either customer or Company subject to Paragraph 1 or 3 under General Conditions.

#### **GENERAL CONDITIONS**

(1) If an installed street lighting unit is required to be relocated, removed, or replaced with another unit of the same or less rated lamp wattage, the ordering Authority shall pay the Company the sacrifice value of the unit, plus labor and overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.

(2) Lamps and refractors which are maintained by the Company shall be kept in good operating condition by, and at the expense of, the Company.

In case of vandalism, the Company will repair the damaged property and the customer shall pay for such repair on a time and material basis, plus overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.

(3) When a Company owned street lighting unit reaches the end of life or becomes obsolete and parts cannot be reasonably obtained, the Company can remove the unit at no expense to the customer after notifying the customer. The customer shall be given the opportunity to arrange for another type lighting unit provided by the Company.

(4) When a customer owned lighting unit becomes inoperative, the cost of repair or replacement of the unit will be at the customer's expense. The replacement unit shall be an approved Company fixture.

(5) Limited maintenance by the Company includes only fixture cleaning, relamping, and glassware and photo cell replacement.

#### **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.

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**RATE NSP**

**PRIVATE OUTDOOR LIGHTING FOR NON-STANDARD UNITS**

**APPLICABILITY**

Applicable to service for outdoor lighting on private property with Company owned overhead lighting fixtures in the Company's entire territory where secondary distribution lines are adjacent to the premise to be served. Not applicable to service for lighting of dedicated or undedicated public thoroughfares.

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

**TYPE OF SERVICE**

All equipment will be installed, owned and maintained by the Company on rights-of-way provided by the customer. The Company will perform maintenance only during regularly scheduled working hours and will endeavor to replace burned-out lamps within forty-eight (48) hours after notification by the customer. The Company does not guarantee continuous lighting and shall not be liable to the customer or anyone else for damage, loss or injury resulting from any interruption in such lighting due to any cause. All lamps will burn from dusk to dawn, approximately 4,160 hours per annum.

**NET MONTHLY BILL**

1. Private outdoor lighting units:

The following monthly charge for Town and Country fixtures installed, or for which customer has contracted with Company to install, prior to March 1, 1991 will be assessed:

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
9,500 lumen Sodium Vapor	100	0.117	487	11.834

The following monthly charge will be assessed for existing facilities, but this unit will not be available to new customers after March 2, 1972:

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
2,500 lumen Mercury, Open Refractor	100	0.115	478	9.315
2,500 lumen Mercury, Encl. Refractor	100	0.115	478	13.168

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**NET MONTHLY BILL (Contd.)**

2. Outdoor lighting units served in underground residential distribution areas:

The following monthly charge will be assessed for existing fixtures which include lamp and luminaire, controlled automatically, with an underground service wire not to exceed thirty-five (35) feet from the service point, but these units will not be available to new customers after March 1, 1991:

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
7,000 lumen Mercury, Mounted on a 17-foot Fiberglass Pole	175	0.205	853	16.806
7,000 lumen Mercury, Mounted on a 30-foot Wood Pole	175	0.205	853	15.131

3. Flood lighting units served in overhead distribution areas:

The following monthly charge will be assessed for each existing fixture, which includes lamp and luminaire, controlled automatically, mounted on a utility pole, as specified by the Company, with a span of wire not to exceed one hundred twenty (120) feet, but these units will not be available to new customers after June 1, 1982:

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
52,000 lumen Mercury (35-foot Wood Pole)	1,000	1.102	4,584	12.915

4. Applicable Riders

The following riders are applicable pursuant to the specific terms contained within each rider:

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. 105, Rider DR-ECF, Economic Competitiveness Fund Rider  
Sheet No. 108, Rider UE-ED, Uncollectible Expense – Electric Distribution Rider  
Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider  
Sheet No. 111, Rider RC, Retail Capacity Rider

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Sheet No. 64.15  
Cancels and Supersedes  
Sheet No. 64.14  
Page 3 of 3

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**NET MONTHLY BILL (Contd.)**

Sheet No. 112, Rider RE, Retail Energy Rider  
Sheet No. 113, Rider ESSC, Electric Security Stabilization Charge Rider  
Sheet No. 115, Rider SCR, Supplier Cost Reconciliation Rider

**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.

**TERM OF SERVICE**

Three (3) years, terminable thereafter on ten (10) days written notice by either customer or Company.

**GENERAL CONDITIONS**

1. In cases of repeated vandalism, the Company at its option will repair or remove its damaged equipment and the customer shall pay for repairs on a time and material basis, plus overhead charges. If the equipment is removed, the customer will be billed for the unexpired term of the contract.
2. If any Company owned lighting unit is required to be relocated, removed or replaced with another unit of the same or lower lamp wattage, the customer ordering this shall pay the Company the sacrifice value of the unit, plus labor and overhead charges, unless in the judgment of the Company no charges should be made. An estimate of the cost will be submitted for customer approval before work is carried out.
3. When a lighting unit reaches the end of life or becomes obsolete and parts cannot be reasonably obtained, the Company can remove the unit at no expense to the customer after notifying the customer. The customer shall be given the opportunity to arrange for another type lighting unit provided by 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 the Company's Service Regulations, currently in effect, as filed with the Public Utilities Commission of Ohio.

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## RATE SC

### STREET LIGHTING SERVICE - CUSTOMER OWNED

#### APPLICABILITY

Applicable to municipal, county, state and Federal governments, including divisions thereof, and incorporated homeowners associations for the lighting of public streets and roads when the total investment and installation costs of the fixtures are borne by the customer. The fixture shall be a Company approved unit used in overhead and underground distribution areas.

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

Mercury Vapor lighting fixtures will not be installed by the Company after June 1, 2003. As currently installed Mercury Vapor fixtures are retired and/or replaced, they may be replaced with either Metal Halide or Sodium Vapor fixtures as the customer chooses.

This service will no longer be available for units installed after December 31, 2008.

#### TYPE OF SERVICE

All equipment will be owned by the customer but may be installed by customer or Company with limited maintenance performed by the Company. Limited maintenance includes only fixture cleaning, relamping, and glassware and photo cell replacement. All lamps will burn from dusk to dawn, approximately 4,160 hours per annum. The Company will endeavor to replace burned-out lamps within forty-eight (48) hours after notification by the customer. The Company does not guarantee continuous lighting and shall not be liable to the customer or anyone else for any damage, loss or injury due to any cause.

#### NET MONTHLY BILL

The following monthly charge for each lamp with luminaire, controlled automatically, will be assessed:

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
1. Base Rate				
Fixture Description				
Standard Fixture				
(Cobra Head)				
Mercury Vapor				
21,000 lumen	400	0.430	1,788	0.385
Sodium Vapor				
9,500 lumen	100	0.117	487	1.500
16,000 lumen	150	0.171	711	1.500
22,000 lumen	200	0.228	948	1.500
27,500 lumen	250	0.318	1,323	0.750
50,000 lumen	400	0.471	1,959	0.882

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Issued by James P. Henning, President

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 65.15  
Cancels and Supersedes  
Sheet No. 65.14  
Page 2 of 4

**NET MONTHLY BILL (Contd.)**

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
Decorative Fixtures				
Sodium Vapor				
16,000 lumen (Hadco)	150	0.171	711	1.937
22,000 lumen (Rectilinear)	200	0.246	1,023	1.250
50,000 lumen (Rectilinear)	400	0.471	1,959	1.018

Where a street lighting fixture served overhead is to be installed on another utility's pole on which the Company does not have a contact, a monthly pole charge will be assessed.

<u>Pole Description</u>	<u>Pole Type</u>	<u>\$/ Pole</u>
Wood		
30 foot	W30	4.74
35 foot	W35	5.01
40 foot	W40	5.79
Aluminum		
12 foot	A12	12.70
28 foot	A28	7.05

**Customer Owned and Maintained Units**

The rate for energy used for this type street lighting will be shown below. The monthly kilowatt-hour usage will be mutually agreed upon between the Company and the customer. Where the average monthly usage is less than 150 kWh per point of delivery, the customer shall pay the Company, in addition to the monthly charge, the cost of providing electric service on the basis of time and material plus overhead charges. An estimate of the cost will be submitted for approval before work is carried out.

Distribution

\$0.005904 per kWh

**2. Applicable Riders**

The following riders are applicable pursuant to the specific terms contained within each rider:

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. 105, Rider DR-ECF, Economic Competitiveness Fund Rider  
Sheet No. 108, Rider UE-ED, Uncollectible Expense – Electric Distribution Rider  
Sheet No. 110, Rider AER-R, Alternative Energy Recovery Rider

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Sheet No. 65.15  
Cancels and Supersedes  
Sheet No. 65.14  
Page 3 of 4

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**NET MONTHLY BILL (Contd.)**

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. 115, Rider SCR, Supplier Cost Reconciliation Rider

**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.

**TERM OF SERVICE**

The street lighting units are installed for the life of the unit, terminable on one hundred twenty (120) days written notice by either customer or Company subject to Paragraph 4 or 6 under General Conditions.

**GENERAL CONDITIONS**

- (1) If the customer requires the installation of a unit at a location which requires the extension, relocation, or rearrangement of the Company's distribution system, the customer shall, in addition to the monthly charge, pay the Company on a time and material basis, plus overhead charges, the cost of such extension, relocation, or rearrangement, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (2) Installation of street lighting units will be predicated on the ability of the Company to obtain, without cost to itself or the payment or other consideration, all easements and rights-of-way which, in the opinion of the Company, are necessary for the construction, maintenance and operation of the street lights, standards, anchors and/or service wires. If such easements and rights-of-way cannot be so obtained, the Company shall have no obligation hereunder to install such units.
- (3) The time within which the Company will be able to commence or to complete the services to be performed is dependent on the Company's ability to secure the materials required, and the Company shall not be responsible for failure to install these street light units for such reason.
- (4) If an installed street lighting unit is required to be relocated, removed, or replaced by the Company, the ordering Authority shall pay the Company the cost agreed upon under a separate contract.
- (5) Lamps and refractors which are maintained by the Company shall be kept in good operating condition by and at the expense of the Company.

In cases of vandalism, the Company will repair the damaged property and the customer shall pay for such repair on a time and material basis, plus overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.

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Sheet No. 65.15  
Cancels and Supersedes  
Sheet No. 65.14  
Page 4 of 4

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**GENERAL CONDITIONS (Contd.)**

- (6) When a customer owned lighting unit becomes inoperative, the cost or repair, replacement or removal of the unit will be at the customer's expense.
- (7) All lights installed on an overhead distribution system will be installed by Company under a separate contract with customer.

**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 May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

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## RATE SE

### STREET LIGHTING SERVICE - OVERHEAD EQUIVALENT

#### APPLICABILITY

Applicable to municipal, county, state and federal governments, including divisions thereof, and incorporated homeowners associations, for the lighting of public streets and roads with Company lighting fixtures in underground distribution areas, where the customer elects to make a contribution for the installation of the fixture, mounting, pole and secondary wiring to obtain the rate/unit for the same size standard fixture (cobra head) in an overhead distribution area.

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

Mercury Vapor lighting fixtures will not be installed by the Company after June 1, 2003. As currently installed Mercury Vapor fixtures are retired and/or replaced, they may be replaced with either Metal Halide or Sodium Vapor fixtures as the customer chooses.

This service will no longer be available for units installed after December 31, 2004.

#### TYPE OF SERVICE

All equipment will be installed, owned and maintained by the Company. All lamps will burn from dusk to dawn, approximately 4,160 hours per annum. The Company will endeavor to replace burned-out lamps within forty-eight (48) hours after notification by the customer. The Company does not guarantee continuous lighting and shall not be liable to the customer or anyone else for any damage, loss or injury due to any cause.

#### NET MONTHLY BILL

The following monthly charge for each lamp with luminaire, controlled automatically, will be assessed:

	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit
1. Base Rate				
Fixture Description				
Decorative Fixtures				
<u>Mercury Vapor</u>				
7,000 lumen (Town & Country)	175	0.205	853	4.543
7,000 lumen (Holographane)	175	0.210	874	4.479
7,000 lumen (Gas Replica)	175	0.210	874	4.479
7,000 lumen (Aspen)	175	0.210	874	4.478

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**NET MONTHLY BILL (Cont'd)**

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy &amp; Equipment \$/Unit</u>
<u>Sodium Vapor</u>				
9,500 lumen (Town & Country)	100	0.117	487	7.305
9,500 lumen (Holophane)	100	0.128	532	7.169
9,500 lumen (Rectilinear)	100	0.117	487	7.309
9,500 lumen (Gas Replica)	100	0.128	532	7.170
9,500 lumen (Aspen)	200	0.246	1,023	7.642
22,000 lumen (Rectilinear)	400	0.471	1,959	9.628
50,000 lumen (Rectilinear)				
<u>Metal Halide</u>				
14,000 lumen (Town & Country)	175	0.205	853	4.543
14,000 lumen (Granville)	175	0.210	874	4.479
14,400 lumen (Rectangular Cutoff)	175	0.210	874	12.705
14,500 lumen (Gas Replica)	175	0.210	874	4.478
36,000 lumen (Low Profile)	400	0.455	1,893	10.953

Additional facilities, other than specified above, if required, will be billed at the time of installation.

2. **Applicable Riders**

The following riders are applicable pursuant to the specific terms contained within each rider:

- 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. 105, Rider DR-ECF, Economic Competitiveness Fund Rider
- Sheet No. 108, Rider UE-ED, Uncollectible Expense – Electric Distribution 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. 115, Rider SCR, Supplier Cost Reconciliation Rider

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#### **LATE PAYMENT CHARGE**

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

#### **TERM OF SERVICE**

The street lighting units are installed for the life of the unit, terminable on one hundred twenty (120) days written notice by either customer or Company subject to Paragraph 4 or 6 under General Conditions.

#### **GENERAL CONDITIONS**

- (1) If the customer requires the installation of a unit at a location which requires the extension, relocation, or rearrangement of the Company's distribution system, the customer shall, in addition to the monthly charge, pay the Company on a time and material basis, plus overhead charges, the cost of such extension, relocation, or rearrangement, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (2) Installation of street lighting units will be predicated on the ability of the Company to obtain, without cost to itself or the payment or other consideration, all easements and rights-of-way which, in the opinion of the Company, are necessary for the construction, maintenance and operation of the street lights, standards, anchors and/or service wires. If such easements and rights-of-way cannot be so obtained, the Company shall have no obligation hereunder to install such units.
- (3) The time within which the Company will be able to commence or to complete the services to be performed is dependent on the Company's ability to secure the materials required, and the Company shall not be responsible for failure to install these street light units for such reason.
- (4) If an installed street lighting unit is required to be relocated, removed, or replaced with another unit of the same or less rated lamp wattage, the ordering Authority shall pay the Company the sacrifice value of the unit, plus labor and overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (5) Lamps and refractors which are maintained by the Company shall be kept in good operating condition by and at the expense of the Company.

In cases of vandalism, the Company will repair the damaged property and the customer shall pay for such repair on a time and material basis, plus overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.

- (6) When a street lighting unit reaches the end of life or becomes obsolete and parts cannot be reasonably obtained, the Company can remove the unit at no expense to the customer after

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**GENERAL CONDITIONS (Cont'd)**

notifying the customer. The customer shall be given the opportunity to arrange for another type lighting unit provided by the Company.

- (7) The contribution only provides for replacement of these facilities due to occasional damage or premature malfunction. It does not cover replacement at end of life.

**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.

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## **RATE UOLS**

### **UNMETERED OUTDOOR LIGHTING ELECTRIC SERVICE**

#### **APPLICABILITY**

Applicable for electric energy usage only for any street or outdoor area lighting system (System), operating during the dusk to dawn time period, on private or public property and owned by the customer or the Company. The customer must be adjacent to an electric power line of the Company that is adequate and suitable for supplying the necessary electric service.

Service under this tariff schedule shall require a written agreement between the customer and the Company specifying the calculated lighting kilowatt-hours. The System shall comply with the connection requirements in the Company's Electric Service Regulations, Section III, Customer's and Company's Installations.

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

#### **CONTRACT FOR SERVICE**

The customer will enter into an Agreement for Electric Service for Outdoor Lighting for a minimum of one (1) year and renewable annually, automatically, thereafter.

The Company will provide unmetered electric service based on the calculated annual energy usage for each luminaire's lamp wattage plus ballast usage (impact wattage). The System kilowatt-hour usage shall be determined by the number of lamps and other System particulars as defined in the written agreement between the customer and Company. The monthly kilowatt-hour amount will be billed at the rate contained in the NET MONTHLY BILL section below.

#### **LIGHTING HOURS**

The unmetered lighting System will be operated automatically by either individual photoelectric controllers or System controller(s) set to operate on either dusk-to-dawn lighting levels or on pre-set timers for any hours between dusk-to-dawn. The hours of operation will be agreed upon between the customer and the Company and set out in the Agreement. Dusk-to-dawn lighting typically turns on and off approximately one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise which is approximately 4160 hours annually.

#### **NET MONTHLY BILL**

Computed in accordance with the following charge:

- |                           |                    |
|---------------------------|--------------------|
| 1. Base Rate Distribution | \$0.005905 per kWh |
|---------------------------|--------------------|

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## **NET MONTHLY BILL (Contd.)**

### **2. Applicable Riders**

The following riders are applicable pursuant to the specific terms contained within each rider:

Sheet No. 70, Rider DR-IKE, Storm Recovery Rider  
Sheet No. 80, Rider SCR, Supplier Cost Reconciliation 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. 105, Rider DR-ECF, Economic Competitiveness Fund Rider  
Sheet No. 108, Rider UE-ED, Uncollectible Expense – Electric Distribution 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. 115, Rider SCR, Supplier Cost Reconciliation Rider

### **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.

### **OWNERSHIP OF SERVICE LINES**

Company will provide, install, own, operate and maintain the necessary facilities for furnishing electric service to the System defined in the agreement. If the customer requires the installation of a System at a location which requires the extension, relocation, or rearrangement of the Company's distribution system, the customer shall, in addition to the monthly charge, pay the Company on a time and material basis, plus overhead charges, the cost of such extension, relocation, or rearrangement, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.

The Company shall erect the service lines necessary to supply electric energy to the System within the limits of the public streets and highways or on private property as mutually agreed upon by the Company and the customer. The customer shall assist the Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines required to serve the System.

The Company shall not be required to pay for obtaining permission to trim or re-trim trees where such trees interfere with lighting output or with service lines or wires of the Company used for supplying electric energy to the System. The customer shall assist the Company, if necessary, in obtaining permission to trim trees where the Company is unable to obtain such permission through its own best efforts.

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Sheet No. 67.15  
Cancels and Supersedes  
Sheet No. 67.14  
Page 3 of 3

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**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.

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## **RIDER LM**

### **LOAD MANAGEMENT RIDER**

#### **APPLICABILITY**

Applicable to customers served under Rate DS, Rate DP or Rate TS. Rider LM is voluntary and offers customers the opportunity to reduce their demand charges by shifting electric load from peak to off-peak periods.

#### **TIER I CUSTOMERS**

For purposes of this Rider LM, "Tier I Customers" refers to those customers where electric service is furnished under the provisions of Rate DS or DP.

##### **A. Charges**

- i. 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 time of use (TOU) meter.
  - ii. 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 below.
- B. For purposes of determining the On Peak Period and the Off Peak Period as applicable to Tier I Customers, the Summer Season is the period beginning June 1 and ending September 30 for customers with demand meters with programmable TOU registers. For Tier I Customers with interval metering, the Summer Season is as defined below for Tier II Customers.
- C. For purposes of determining the On Peak Period and the Off Peak Period as applicable to Tier I Customers, the Winter Season consists of all other days which have not been recognized in the Summer Season.
- D. At the Company's discretion, Company will install a demand meter with programmable TOU register as such metering equipment and Company personnel are available. 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.

#### **TIER II CUSTOMERS**

For purposes of this Rider LM, "Tier II Customers" refers to those customers where electric service is furnished under the provisions of Rate TS.

##### **A. Charges**

- i. 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).

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## **TIER II CUSTOMERS (continued)**

- ii. 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 below, provided however that in no case shall the billing demand be less than:
  - (a) Fifty (50%) of the highest fifteen (15) minute demand established during the Off Peak Period; or
  - (b) the billing demand as determined in accordance with the minimum Demand provisions of the applicable service tariff schedule.
- iii. For purposes of determining the On Peak Period and the Off Peak Period as applicable to Tier II Customers, the Summer Season 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 will vary based on the Company's meter reading schedule.
- iv. The Winter Season consists of all other days which have not been recognized in the Summer Season.

## **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.

## **ON PEAK PERIOD**

The On Peak Period is defined as all hours exclusive of the Off Peak Period hours set forth in the preceding section.

## **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 thirty (30) days notice to customers affected, to change the time or times during which on peak demands may be established.

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Cancels and Supersedes  
Sheet No. 76.4  
Page 3 of 3

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**TERMS AND CONDITIONS (continued)**

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

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**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.

**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 (RECs) from the sources described above.

**GOGREEN COMPETITIVE RETAIL ELECTRIC SERVICE MARKET PRICE**

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.

**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.

**TERMS AND CONDITIONS**

1. The customer shall enter into a service agreement with Company that shall specify the amount of 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 RECs 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.

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**TERMS AND CONDITIONS (continued)**

3. RECs 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 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 sixty (60) days notice.

**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.

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**RIDER PLM**

**PEAK LOAD MANAGEMENT PROGRAM**

**AVAILABILITY**

Applicable to customers served under the Standard Rates DS, DP, and TS. Customers electing to choose an alternative supplier will be able to participate 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 (Firm Service Level – FSL), or
- b) reduce energy usage below their baseline (Guaranteed Load Drop – GLD).

Upon approval of Company and subject to Company requirements included in the Service Agreement, customers will have the choice to combine the electric loads of multiple accounts (aggregate) served under the Company's Standard Rate Schedules, 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.

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, during summer months and 7:00 A.M. and 1:00 P.M., Monday through Friday, during winter months.

Buy-through energy, if applicable, 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. Buy-through energy is not available during emergency events.

**Firm Service Level**

Customers served under the Standard Rates DS, DP, and TS electing this option agree, upon notification by Company, to limit their demand to a Firm Service 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 and program administrative costs.

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---

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**SERVICE OPTIONS (continued)**

Company will provide buy-through energy, if available and as specified in the Service Agreement, to be billed based on price quotes (Buy-through Quotes) provided to customer. Buy-through Quotes will be an incremental charge above all charges included in customer's Standard Rate including all applicable riders and taxes. Such Buy-through Quotes will include a) applicable transmission, distribution and generation charges plus 10%. Customer will be billed for all usage above the Firm Service Level at such Buy-through Quotes and Standard Rates.

If buy-through energy is not available (e.g., during emergency curtailment events) and customer fails to reduce its usage to the Firm Service Level, customer will be billed for all usage above the Firm Service Level as described above plus any applicable charges or penalties received by Company as a result of Company's participation with PJM Interconnection Inc.'s demand response constructs as described in the Service Agreement. In addition, customer's continued participation through Rider PLM is subject to review by Company with customer retaining all dispute resolution processes available to them through the Public Utilities Commission of Ohio.

**Guaranteed Load Drop**

Customers served under the Standard Rates DS, DP, and TS electing this option agree, upon notification by Company, to reduce energy usage below their Baseline Level as defined in the Service Agreement. Reductions below the Baseline Level during such periods will be credited to customer. 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 and program administrative costs.

If applicable, customer will agree to provide Company with an estimate of the amount of load reduction to be provided during event periods. The Baseline Level must be mutually agreeable to both the customer and the Company as representing the customer's usage level that would have occurred absent the event during the time period that a notification could be given.

Company will provide buy-through energy, if available and as specified in the Service Agreement, to be billed based on price quotes (Buy-through Quotes) provided to customer. Buy-through Quotes will be an incremental charge above all charges included in customer's Standard Rate including all applicable riders and taxes. Such Buy-through Quotes will include applicable transmission, distribution and generation charges plus 10%. Customer will be billed for all usage above the Firm Service Level at such Buy-through Quotes and Standard Rates.

If buy-through energy is not available (e.g., during emergency curtailment events) and customer fails to reduce its usage to the Firm Service Level, Customer will be billed for all usage above the Firm Service Level as described above plus any applicable charges or penalties received by Company as a result of Company's participation with PJM Interconnection LLC's demand response constructs as described in the Service Agreement. In addition, customer's continued participation through Rider PLM is subject to review by Company with customer retaining all dispute resolution processes

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### **SERVICE OPTIONS (continued)**

available to them through the Public Utilities Commission of Ohio.

Under either service option, if Customer intends to accomplish load reduction through the use of an on-site generator(s), all information regarding such generator(s) requested in the Service Agreement must be provided. If applicable, 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. Customer will bear the cost of all generator metering equipment required unless otherwise mutually agreed.

### **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.

### **PROGRAM EQUIPMENT**

Company will provide Internet based communication software to be used to provide customer with 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 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.

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Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19  
Sheet No. 87.3  
Cancels and Supersedes  
Sheet No. 87.2  
Page 4 of 4

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**TERM AND CONDITIONS (continued)**

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

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## **RATE RTP**

### **REAL TIME PRICING PROGRAM**

#### **APPLICABILITY**

Applicable to customers served under Rate DS, Rate DP, or Rate TS. 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:

$$\text{RTP Bill} = \text{BC} + \text{PC} + \sum_{t=1}^n \{ (\text{CC}_t + \text{ED}_t) \times (\text{AL}_t - \text{CBL}_t) \}$$

Where:

BC	= Baseline Charge
PC	= Program Charge
CC <sub>t</sub>	= Commodity Charge for hour t
ED <sub>t</sub>	= Energy Delivery Charge for hour t
AL <sub>t</sub>	= Customer Actual Load for hour t
CBL <sub>t</sub>	= Customer Baseline Load in hour t
n	= total number of hours in the billing period
t	= an hour in the billing period

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### **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:

$$BC = (\text{Standard Bill @ CBL})$$

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, within two (2) hours after the wholesale prices are published by PJM 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<sub>t</sub> above the CBL<sub>t</sub>,  $CC_t = MVG_t \times LAF$

For kWh<sub>t</sub> below the CBL<sub>t</sub>,  $CC_t = MVG_t \times 80\% \times LAF$

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**COMMODITY CHARGE (Contd.)**

Where:

LAF = loss adjustment factor  
= 1.0530 for Rate TS  
= 1.0800 for Rate DP  
= 1.1100 for Rate DS  
MVG<sub>t</sub> = Market Value Of Generation As Determined By Company for hour t

The MVG<sub>t</sub> will be based on the expected market price of capacity and energy for the next day. The expected market price shall be the PJM Balancing Market (Real-Time) Locational Marginal Price (LMP) at the DEOK Zone inclusive of the energy, congestion, and losses charges, for each 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.

**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 .....	\$ 0.022245 per kW per Hour
Rate DP .....	\$ 0.024466 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

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### **APPLICABLE RIDERS**

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. The following riders are applicable pursuant to the specific terms contained within each rider:

- 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. 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.

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**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             | (6) Interconnection Cost |
| (2) Cogeneration Facility           | (7) Supplementary Power  |
| (3) Small Power Production Facility | (8) Back-up Power        |
| (4) Purchase                        | (9) Interruptible Power  |
| (5) Sale                            | (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."

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Duke Energy Ohio  
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P.U.C.O. Electric No. 19  
Sheet No. 93.2  
Cancels and Supersedes  
Sheet No. 93.1  
Page 2 of 2

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## **RATE SCHEDULES**

Rates for Purchases from qualifying facilities:

The Purchase Rate for all kilowatt-hours delivered shall be the PJM Balancing Market (Real-Time) Locational Marginal Price (LMP) at the DEOK Zone, inclusive of the energy, congestion and losses charges, for each hour of the billing month.

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.

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**RIDER GSS  
GENERATION SUPPORT SERVICE**

**APPLICABILITY**

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

**TYPE OF SERVICE**

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

**NET MONTHLY BILL**

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

1. Administrative Charge

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

2. Monthly Backup / Maintenance Distribution Reservation Charge

- a. Rate DS – Per Demand Charge as set forth in Sheet 40 Rate DS under section 1(b) of Net Monthly Bill
- b. Rate DP – Per Demand Charge as set forth in Sheet 44, Rate DP under section 1(b) of Net Monthly Bill
- c. Rate TS – Per Demand Charge as set forth in Sheet 50 Rate TS under section 1(b) of Net Monthly Bill

3. Monthly Backup / Maintenance Base Transmission Reservation Charge

- a. Rate DS – Secondary Distribution Service Per Riders BTR, RTO
- b. Rate DP – Primary Distribution Service Per Riders BTR, RTO
- c. Rate TS – Transmission Service Per Riders BTR, RTO

4. Supplemental Power Service

All Supplemental Power shall be billed under the terms and charges of the Company's applicable full service tariff schedules, including any applicable minimum demand. All power not specifically identified and contracted by the customer as Maintenance Power or Backup Power shall be deemed to be Supplemental Power.

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**NET MONTHLY BILL (Contd.)**

**5. Maintenance Power Service**

**Requirements -**

The customer shall contract with the Company for the level of demand required for Maintenance Power. The contracted level of Maintenance Power shall be the lesser of: 1) the transmission and/or distribution capacity required to serve the contracted load; 2) the demonstrated capacity of the customer's generating unit(s) for which Maintenance Power is required; or 3) a lesser amount of capacity as requested by the customer; provided however that the amount of contracted Maintenance Power shall be equal to the amount of contracted Backup Power. 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 of Generation-related charges -**

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 to the extent of the contracted amount of Maintenance Power; 2) the amount of demand used to calculate the Generation-related riders shall be the contracted amount of Maintenance Power prorated by the number of days that Maintenance Power is taken; and 3) if the customer takes service under Rider RC, the Demand Charges for Rider RC shall be reduced by fifty percent (50%).

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**NET MONTHLY BILL (Contd.)**

**6. Backup Power Service**

**Requirements –**

The customer shall contract with the Company for the level of demand required for Backup Power. The contracted level of Backup Power shall be the lesser of: 1) the transmission and/or distribution capacity required to serve the contracted load; 2) the demonstrated capacity of the customer's generating unit(s) for which Backup Power is required; or 3) a lesser amount of capacity as requested by the customer; provided however that the amount of Maintenance Power shall be equal to the amount of Backup Power. The customer shall notify the Company by telephone within one-hour of the beginning and end of the outage. Within forty-eight (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 percent (50%) 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 of Generation-related charges –**

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 to the extent of the contracted amount of Backup Power; 2) the amount of demand used to calculate the Generation-related riders shall be the contracted amount of Backup Power prorated by the number of days that Backup Power is taken. Customers who take interruptible Backup Power Service will receive a fifty percent (50%) reduction in the Generation-related rider demand charges for the Backup Power taken.

**7. Monthly Reservation Charges**

The Backup and Maintenance Distribution and Transmission charges shown above in section 2 and 3 shall be based on the contracted amount of Backup and Maintenance Power.

**METERING**

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

**DEFINITIONS**

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

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## **DEFINITIONS (Contd.)**

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

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

## **TERMS AND CONDITIONS**

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

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

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Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public Utilities Commission of Ohio.

Issued: May 2, 2013

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Issued by James P. Henning, President

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P.U.C.O. Electric No. 19  
No. 109.04  
Cancels and Supersedes  
Sheet No. 109.03  
Page 1 of 1

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**RIDER RECON**

**FUEL AND RESERVE CAPACITY RECONCILIATION RIDER**

**THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN**

Filed pursuant to an Order dated May 1, 2013 in Case No. 12-1682-EL-AIR before the Public  
Utilities Commission of Ohio.

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President