

FILE

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PUCO EXHIBIT FILING

Date of Hearing: 11-3-13

Case No. 14-841-EL-SSO/14-842-EL-ATA

PUCO Case Caption: In the Matter of the Application of Duke

Energy Ohio for Authority to Establish a Standard Service

Offer Pursuant to Section 4928.143, Revised Code, in the

Form of an Electric Security Plan, Accounting Modifications

and Tariffs for Generation and in the Matter of the Application
of Duke Energy Ohio for Authority to Amend its Certified Supply Contract

P.U.C.O. No. 20.

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Technician BMD Date Processed NOV 17 2014

Reporter's Signature: Karen Sue Gibson

Date Submitted: 11/17

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

- - -

In the Matter of the :
Application of Duke Energy:
Ohio for Authority to :
Establish a Standard :
Service Offer Pursuant to :
Section 4928.143, Revised : Case No. 14-841-EL-SSO
Code, in the Form of an :
Electric Security Plan, :
Accounting Modifications :
and Tariffs for Generation:
Service. :

- - -

In the Matter of the :
Application of Duke Energy:
Ohio for Authority to : Case No. 14-842-EL-ATA
Amend its Certified :
Supplier Tariff, P.U.C.O. :
No. 20. :

- - -

PROCEEDINGS

before Ms. Christine M.T. Pirik and Mr. Nick Walstra,
Attorney Examiners, at the Public Utilities
Commission of Ohio, 180 East Broad Street, Room 11-A,
Columbus, Ohio, called at 9:00 a.m. on Monday,
November 3, 2014.

- - -

VOLUME IX

- - -

ARMSTRONG & OKEY, INC.
222 East Town Street, Second Floor
Columbus, Ohio 43215-5201
(614) 224-9481 - (800) 223-9481
Fax - (614) 224-5724

- - -



Direct Energy.

OHIO RESIDENTIAL & SMALL COMMERCIAL TERMS AND CONDITIONS

Electricity Supply Service
Direct Energy Services, LLC

Direct Energy Services, LLC ~ Toll-Free Phone: 1-888-566-9988
www.directenergy.com ~ csdirectenergy@directenergy.com

1. Terms of Service. These Terms and Conditions together with the Rate Plan Summary (defined below), which is incorporated herein by reference, constitute the agreement ("Agreement") between you and Direct Energy Services, LLC ("Direct Energy"). "Rate Plan Summary" means, as applicable, either the section of the enrollment consent form/letter of authorization entitled 'Rate Plan Summary' or the Schedule A accompanying these Terms and Conditions entitled 'Rate Plan Summary - Schedule A to Terms and Conditions'.

2. Agreement to Purchase Electric Generation Service. This Agreement serves as the agreement for competitive retail electric service ("electric service") to be provided to you by Direct Energy. Subject to Direct Energy's acceptance of this Agreement and enrollment by your Electric Distribution Utility ("EDU"), you agree to become a Direct Energy customer and appoint Direct Energy as your limited agent to perform the necessary tasks associated with your electric service and fulfill the terms of this Agreement. Direct Energy agrees to sell and deliver to you, and you agree to purchase and accept, the quantity of electricity delivered to you, as measured or estimated by your EDU, all in accordance with the prices and other terms and conditions set forth in this Agreement. Your electricity will be delivered to you by your EDU. You understand that as part of Direct Energy's process of qualifying you for this Agreement and continuing service under this Agreement, Direct Energy may investigate at any time and from time-to-time your credit history and choose to obtain a consumer credit report on you from a consumer-reporting agency. If Direct Energy learns that your credit, payment history, or account status is not satisfactory, Direct Energy may decline to provide retail electric service or any other service or product. Direct Energy is licensed by the Public Utilities Commission of Ohio (the "Commission") as a competitive retail electric service provider to offer and supply retail electric generation services in Ohio. Direct Energy's license number is 00-0019E.

3. Renewable Energy Plan.

If you are purchasing our Renewable Energy Plan pursuant to this Agreement, you are agreeing to purchase from Direct Energy a product that is supported 100% by renewable energy credits, in an amount sufficient to match your annual consumption of system power. Direct Energy will purchase and retire renewable energy certificates in either the state where the customer is located, the North American Electric Reliability Corporation (NERC) region, Independent System Operator (ISO), Regional Transmission Organization (RTO) or Balancing Authority Area of the customer being served, at any time and from time to time throughout the year. The electricity actually distributed to your service location will not contain electricity generated from any specific electric generation facility. The availability of electric generation facilities varies hour to hour, and from season to season, as does electricity use by customers. Direct Energy may take up to three (3) months following the close of a calendar year to make up any deficiency in the volume of renewable energy certificates needed

from particular generation facilities associated with your Renewable Energy Plan.

4. Competitive Advantage Plan.

- (a) **Description.** If you are purchasing our Competitive Advantage Plan pursuant to this Agreement, you are agreeing to use a minimum amount of electricity per Billing Cycle (defined in Section 4b below) in the amount set forth in the Rate Plan Summary ("Minimum Usage Amount"), and in exchange, you will receive a discount off your price in the amount set forth in Rate Plan Summary ("Minimum Usage Discount") during the Initial Term (as defined in Section 6). If during a Billing Cycle during the Initial Term (as defined in Section 6) your use does not meet or exceed the Minimum Usage Amount, you agree that Direct Energy will charge you a fee in the amount set forth in the Rate Plan Summary plus any applicable federal, state and/or local taxes ("Minimum Usage Fee") for that Billing Cycle. Upon completion of the Initial Term (as defined in Section 6), you will no longer be subject to the terms and conditions of this Section 4 and you will no longer receive the Minimum Usage Discount.
- (b) **Billing Cycle. The number of days in a "Billing Cycle" will at the very least be twenty-five (25) days.**

5a. Comfort & Control Plan

If you are purchasing our Comfort & Control Plan pursuant to this Agreement, you are agreeing to purchase from Direct Energy a product that includes electricity service and at least one (1) but no more than (3) NEST Learning Thermostats. You may request up to three (3) NEST Learning Thermostats; however, Direct Energy may limit the number of NEST Learning Thermostats provided to you in its sole discretion. To be eligible to enroll in the Comfort & Control Plan you (i) must reside in a single family home and (ii) have high speed internet service (Dial up and mobile internet access is not compatible). The NEST Learning Thermostat works with a significant majority (but not all) of the heating and cooling systems in the market. You may check the compatibility of the NEST Learning Thermostat with your heating and/or cooling system at the following website <http://support.nest.com/>. If you cancel this Agreement after the Rescission Period (as defined in Section 11) but within the Initial Term (as defined in Section 6), then you will be required to pay us a device cost recovery fee in the amount set forth in the Rate Plan Summary per NEST Learning Thermostat.

5b. Back to Business Plan

If you are purchasing our Back to Business Plan pursuant to this Agreement, you are agreeing to purchase from Direct Energy a product that includes electricity service and at least one (1) but no more than (3) NEST Learning Thermostats. You may request up to three (3) NEST Learning Thermostats; however, Direct Energy may limit the number of NEST Learning Thermostats provided to you in its sole discretion. To be eligible to enroll in the Back to Business Plan, you must have high speed internet service (Dial up and mobile internet access is not compatible). The NEST Learning Thermostat works with a significant majority (but not all) of the heating and cooling systems in the market. You may check the compatibility of the NEST Learning Thermostat with your heating and/or cooling system at the following website



<http://support.nest.com/>. If you cancel this Agreement after the Rescission Period (as defined in Section 11) but within the Initial Term (as defined in Section 6), then you will be required to pay us a device cost recovery fee in the amount set forth in the Rate Plan Summary per NEST Learning Thermostat.

6. Term of Agreement. After you enter into this Agreement, the term of this Agreement will begin on the next available meter read date that your electric generation supplier is changed to Direct Energy by the EDU. Your service will begin on the start date of the next Billing Cycle and continue for the number of Billing Cycles set forth in the Rate Plan Summary ("Initial Term"). When the Initial Term expires, this Agreement will automatically renew on a month-to-month basis, as described in the Rate Plan Summary and in Section 7 below. This Agreement will be effective during the Initial Term and through any of these monthly Renewal Periods, subject to the cancellation provisions of Sections 11 and 12 below.

7. Renewal. Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis (the "Renewal Period") with no cancellation fee or device cost recovery fee unless Direct Energy sends you advance written notice of a change. Any written notice will be sent in a time frame prescribed by the Public Utilities Commission of Ohio (the "PUCO"), and apprise you of any proposed changes in the terms and conditions of this Agreement, including your right to renew, terminate or renegotiate this Agreement. **The renewal is automatic and does not require your affirmative consent, although there may be a change to the price or the terms and conditions in this Agreement.** While taking service on a month-to-month basis, Direct Energy will charge you for all electricity billed by your EDU at variable price per kWh, based upon generally prevailing market and business conditions for electricity in the PJM market at the applicable load zone for that period, plus an adder of up to \$0.10 per kWh. Your price will include generation and transmission charges, but *will not include* charges for EDU service (generally, delivery charges and other utility service fees) and taxes. You may obtain next month's variable price by calling a Direct Energy Customer Service Representative at the toll-free telephone number set forth in Section 18. **Furthermore, to the extent that you purchased our Renewable Energy Plan at the time of enrollment, during the Renewal Period, the product you purchase from Direct Energy will not be a Renewable Energy product. To the extent you purchased our Competitive Advantage Plan at the time of enrollment, during the Renewal Period, you will no longer be subject to the terms and conditions of Section 4 and you will no longer receive the Minimum Usage Discount.**

8. Pricing, Billing and Payment Terms of Electric Service. You will pay Direct Energy for your electric generation service at the price set for the Initial Term, as set forth in the Rate Plan Summary. You will also pay distribution/transportation charges and taxes to your EDU. The Initial Term and Renewal Period price is exclusive of all applicable EDU related taxes and charges. Your EDU will send you a bill for each Billing Cycle that will include

your EDU's charges, Direct Energy's electric generation service charges and, if applicable, a Minimum Usage Fee. You will pay your bill in accordance with the EDU's billing and payment terms. As set forth in the Rate Plan Summary, you will pay Direct Energy for your electric generation service at the applicable price for the Initial Term and for the Renewal Period. As to payment terms, your EDU will send you a bill for each Billing Cycle which will set forth the total electric service charges for your electric service. That bill will contain, among other charges, Direct Energy's electric generation service price for the amount of electricity you used during the Billing Cycle and, if applicable, a Minimum Usage Fee. The amount of electricity used will be measured or estimated by the EDU. Your payment will be due to the EDU by the date specified in the EDU bill. If you fail to pay it on time, you could be subject to interest and late charges imposed by the EDU, and your service could be disconnected in accordance with the electric utility tariff. Your EDU and/or Direct Energy may offer you budget or other payment plans.

9. Failure to Pay EDU Charges or Electric Service Bill. Under the Initial Term or during the Renewal Period, in the event that you fail to pay the EDU's charges or fail to meet any agreed upon payment arrangement, you are subject to disconnection of your service from your EDU, pursuant to the electric utility tariff. If you fail to pay your bill, or fail to meet any agreed-upon payment arrangement, Direct Energy may cancel this Agreement upon fourteen (14) calendar days advance written notice. Such disconnection and/or cancellation will not relieve you of your payment obligations to Direct Energy, including any applicable early cancellation fee and/or device cost recovery fee, or your payment obligations to the EDU for service to the date of such disconnection and/or cancellation. You have the right to request twice within a twelve (12) month period, up to twenty-four (24) months of your payment history for services rendered by Direct Energy without charge to you.

10. Switching. If you change your electric supplier, your EDU may apply a switching fee. If you return to your EDU after switching to a retail energy service provider, you may or may not be served under the same rates, terms and conditions that apply to other customers served by the EDU.

11. Right of Rescission and Early Cancellation Policy. Your EDU will send you a written notice confirming your decision to enroll with Direct Energy. You have the right to rescind your enrollment, without an early cancellation fee and/or device cost recovery fee, within seven (7) calendar days after the postmark on the EDU enrollment confirmation notice ("Rescission Period"). You can do this by contacting your EDU at the toll-free telephone number set forth in the Rate Plan Summary, or in writing, also set forth therein. Thereafter, you may cancel service under this Agreement at any time during the Initial Term. However, if you cancel during the Initial Term and an early cancellation fee and/or device cost recovery fee is set forth in the Rate Plan Summary, then you will be required to pay such early cancellation fee and/or device cost recovery fee to us immediately, but in any event no later than ten (10) days after the date you receive an oral or written notice requesting payment. During the Renewal Period, there is no early cancellation fee or device cost recovery fee. If you are relocating, please refer to Section 12. Otherwise, to



cancel your service, you must contact Direct Energy by telephone or in writing using the contact information set forth in Section 18.

12. Cancellation or Transferring Service as a Result of Relocating. You understand that this Agreement will be cancelled if you relocate to a service location that is: (a) outside your EDU's service territory; (b) not served by your EDU; or (c) outside Direct Energy's service territory. In addition, you understand that this Agreement will be cancelled if you relocate to a service location inside your EDU's service territory. In connection with the cancellation of this Agreement pursuant to this Section 12, you will not be charged an early cancellation fee; however, if you are enrolled in our Comfort & Control Plan, Direct Energy will have the right to charge you the device cost recovery fee per thermostat set forth in the Rate Plan Summary. In order to cancel this Agreement pursuant to this Section 12, before you relocate, you must first call Direct Energy Customer Service at the toll-free telephone number set forth in Section 18, and then your EDU at the toll-free telephone number provided in the Rate Plan Summary. However, if you relocate within your EDU's service territory, your service will transfer and this Agreement will automatically continue for the remainder of the Initial Term, if any, and the Renewal Period of this Agreement. Thus, you will receive Direct Energy's service at your new location pursuant to this Agreement. If you relocate within your EDU's service territory, you must: (a) call your EDU at the phone number in Section 18 to inform the EDU of your request to transfer your EDU service to your new location; (b) obtain your new account information from the EDU; (c) contact Direct Energy at the phone number in Section 18 to provide your new account information and location to complete the transfer of service; and (d) service under the contract will start at the time the EDU accepts enrollment at the new location. You must provide written proof of your new location outside the EDU service territory to Direct Energy at the address provided in the Rate Plan Summary. If your service transfers as provided in this paragraph, you grant the EDU the right to provide Direct Energy with each account and meter number for your new service location(s). If requested by Direct Energy, you will also provide Direct Energy with this information. If service does not transfer to your new service location, you may be served under your EDU's regulated service commodity rate unless you select another retail electric service provider.

13. Disputes Resolution. You understand that Direct Energy will attempt to resolve any disagreement or complaint you may have. If your complaint is not resolved after you have called Direct Energy and/or your electric utility, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll-free), or for TTY at 1-800-686-1570 (toll-free), from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

14. Force Majeure (Uncontrollable Forces). Direct Energy will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of Direct Energy's reasonable control and may result in interruptions in service. Direct Energy is

not responsible for transmitting or distributing electricity. Direct Energy is not liable for damages caused by acts of God, changes in laws, rules, or regulations or other acts of any governmental authority (including the Commission or PJM as applicable), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EDU or any other cause beyond Direct Energy's reasonable control. In addition, you may be required to pay any additional or increased fees or charges that are generally beyond Direct Energy's reasonable control including, but not limited to, fees for switching, disconnecting, reconnecting or maintaining electric service or equipment, or transmission or transmission-related charges, that are imposed by law, rule, regulation or tariff, or Commission rule or order. These charges or fees will be passed through to you and added to your price.

15. Privacy of Customer Information. Direct Energy will not release your social security number and/or account number(s) without your affirmative written consent except for Direct Energy's own collections and credit reporting, participation in programs funded by the universal service fund, pursuant to Section 4928.52 of the Revised Code, or when assigning this Agreement to another retail energy service provider.

16. Limitations of Liabilities. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. DIRECT ENERGY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. DIRECT ENERGY IS NOT LIABLE FOR INTERRUPTIONS TO, OR SHORTAGES OF, ELECTRICITY SUPPLY, NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING THEREFROM. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

17. Direct Energy's Representations and Warranties; Limitation. THE ELECTRICITY PROVIDED UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARD OF THE APPLICABLE EDU AND WILL BE SUPPLIED FROM A VARIETY OF ELECTRIC GENERATION SOURCES INCLUDING THE ELECTRICITY PROVIDED PURSUANT TO ANY RENEWABLE ENERGY PLAN REQUIREMENT. DIRECT ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. DIRECT ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

18. Contact Information.

Direct Energy: You may contact Direct Energy in one of the following ways: (a) call 1-888-566-9988, Monday through Friday 8:00 a.m. to 8:00 p.m. EST, and Saturday 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice); or (b) write to Direct Energy at PO Box 180, Tulsa, OK 74101-0180 (be sure to include your account number(s)). Direct Energy's internet domain address is: <http://www.directenergy.com>. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available from Direct Energy upon request.



Direct Energy.

Direct Energy Services, LLC ~ Toll-Free Phone: 1-888-566-9988
www.directenergy.com ~ csdirectenergy@directenergy.com

19. EDU Contact Information and Emergency Contact. The contact number for your EDU is set forth in the Rate Plan Summary.

20. Choice of Law. You agree that this Agreement shall be governed by the laws of the state of Ohio, without regard to its conflict of law principles.

21. Taxes. Except as otherwise provided in this Agreement or required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you.

22. Environmental Disclosure Label. Pursuant to O.A.C. 4901:1-21-12, attached hereto as Exhibit A, and incorporated herein by reference, is an Environmental Disclosure Label specifying the approximate generation resource mix and environmental characteristics of the power supply being offered under this Agreement.

23. Miscellaneous Provisions. This Agreement is subject to applicable laws and supersedes any previous promises, understandings and agreements. If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, you agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If a provision cannot be modified in a manner that would make it valid, legal and enforceable, the provision shall be severed from the Agreement, and all other provisions shall remain in full force and effect. Any failure on our part to enforce any of the terms of this Agreement or to exercise any right under such terms shall not be considered a waiver of Direct Energy's right to enforce each and every such term, exercise such right or exercise any other right under this Agreement. You may not assign this Agreement without Direct Energy's prior written consent. Direct Energy may: (a) transfer or sell this Agreement or your account in connection with any financing; (b) transfer this Agreement to any of its affiliates; (c) transfer or assign this Agreement to anyone succeeding to all or substantially all of Direct Energy's assets or business; and (d) transfer this Agreement to another supplier licensed by the Commission. After assignment, Direct Energy will have no further obligations under this Agreement. This Agreement is binding upon you and Direct Energy, and will further bind each of your successors and permitted assigns.

OCC-INT-16-420 HIGHLY CONFIDENTIAL
ATTORNEYS EYES ONLY

REQUEST:

For OVEC's Clifty Creek plant:

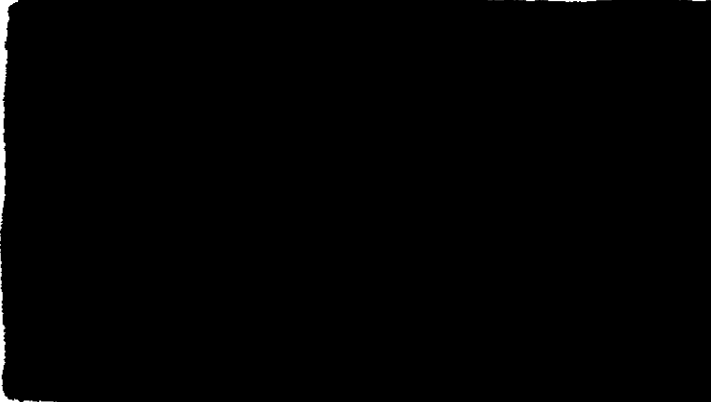
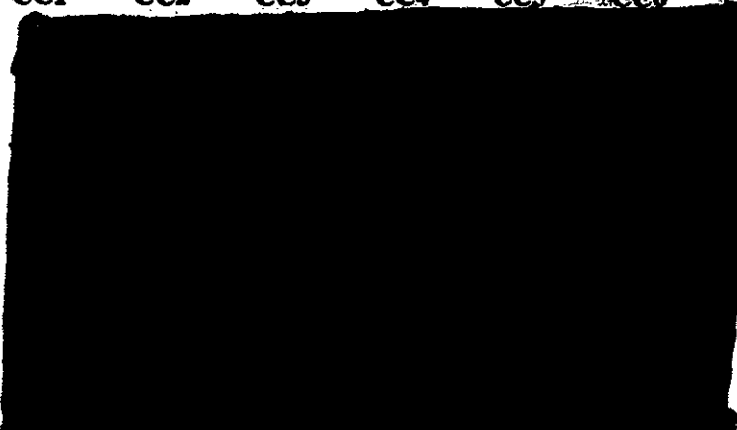
- a. Identify the forecast forced and planned outage rates for the 2015 to 2024 period on an annual basis, and on a monthly basis.
- b. Identify the actual plant availability from 2011 to the present, on an annual basis, and on a monthly basis if data is available.
- c. From which coal producing region is the majority of the coal sourced?
- d. Identify the coal prices that were assumed for the purposes of the response to OEG-DR-01-001 HIGHLY CONFIDENTIAL.
- e. Identify the coal transportation costs.
- f. Identify this plant's net heat rate.
- g. Identify the non-fuel variable costs assumed for the purposes of the response to OEG-DR-01-001 HIGHLY CONFIDENTIAL.

RESPONSE:

HIGHLY CONFIDENTIAL PROPRIETARY TRADE SECRET
ATTORNEYS EYES ONLY

Produced for purposes of PUCO Case Nos. 14-841 and 14-842 only

- a. The table below shows the forced and maintenance outage rates. These annual rates are applied to each month in the particular year.

Clifty Creek Forced Outage Rate						
Year	CC1	CC2	CC3	CC4	CC5	CC6
2015						
2016						
2017						
2018						
2019						
2020						
2021						
2022						
2023						
2024						
Clifty Creek Maintenance Outage Rate						
Year	CC1	CC2	CC3	CC4	CC5	CC6
2015						
2016						
2017						
2018						
2019						
2020						
2021						
2022						
2023						
2024						

- b. Objection. This Interrogatory seeks to elicit information that is of public record and thus is equally accessible to the Office of the Ohio Consumers' Counsel. Answering further, the information requested is not within the custody or control of Duke Energy Ohio. Without waiving said objection, to the extent discoverable, and in the spirit of discovery, see <http://www.ovec.com/FinancialStatements/AnnualReport-2013-Signed.pdf>
- c. Objection. This Interrogatory seeks to elicit information that is of public record and thus is equally accessible to the Office of the Ohio Consumers' Counsel. Answering further, the information requested is not within the custody or control of Duke Energy Ohio.
- d. The table below shows the projected Clifty Creek coal costs:

Clifty Creek Projected Coal Cost	
Year	Coal Cost (\$/MWh)
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	

- e. Objection. This Interrogatory seeks to elicit information that is not within the custody or control of Duke Energy Ohio.
- f. Objection. This Interrogatory seeks to elicit information that is of public record and thus is equally accessible to the Office of the Ohio Consumers' Counsel. Answering further, the information requested is not within the custody or control of Duke Energy Ohio.
- g. The table below shows the projected Clifty Creek non-coal costs:

Clifty Creek Projected Non-Coal Cost					
Year	Other Cost (\$/MWh)	CO2 (\$/MWh)	Lime/Stone (\$/MWh)	Ammonia (\$/MWh)	Non-Coal (\$/MWh)
2015					
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					

PERSON RESPONSIBLE: As to objection – Legal
As to response –
Bryan Dougherty – (a), (d), (g)
William Don Wathen Jr. – (b)

OCC-INT-16-421 HIGHLY CONFIDENTIAL
ATTORNEYS EYES ONLY

REQUEST:

For OVEC's Kyger Creek plant:

- a. Identify the forecast forced and planned outage rates for the 2015 to 2024 period on an annual basis, and on a monthly basis if data is available.
- b. Identify the actual plant availability from 2011 to the present, on an annual basis, and on a monthly basis if data is available.
- c. From which coal producing region is the majority of the coal sourced?
- d. Identify the coal prices that were assumed for the purposes of the response to OEG-DR-01-001 HIGHLY CONFIDENTIAL.
- e. Identify the coal transportation costs.
- f. Identify this plant's net heat rate.
- g. Identify the non-fuel variable costs assumed for the purposes of the response to OEG-DR-01-001 HIGHLY CONFIDENTIAL.

RESPONSE:

HIGHLY CONFIDENTIAL PROPRIETARY TRADE SECRET
ATTORNEYS EYES ONLY

Produced for purposes of PUCO Case Nos. 14-841 and 14-842 only

- a. The table below shows the forced and maintenance outage rates. These annual rates are applied to each month in the particular year.

Kyger Creek Forced Outage Rate					
Year	KC1	KC2	KC3	KC4	KC5
2015					
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					

Kyger Creek Maintenance Outage Rate					
Year	KC1	KC2	KC3	KC4	KC5
2015					
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					

- b. Objection. This Interrogatory seeks to elicit information that is of public record and thus is equally accessible to the Office of the Ohio Consumers' Counsel. Answering further, the information requested is not within the custody or control of Duke Energy Ohio. Without waiving said objection, to the extent discoverable, and in the spirit of discovery, see <http://www.ovec.com/FinancialStatements/AnnualReport-2013-Signed.pdf>
- c. Objection. This Interrogatory seeks to elicit information that is of public record and thus is equally accessible to the Office of the Ohio Consumers' Counsel. Answering further, the information requested is not within the custody or control of Duke Energy Ohio.
- d. The table below shows the projected Kyger Creek coal costs:

Kyger Creek Projected Coal Cost	
Year	Coal Cost (\$/MWh)
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	

- e. Objection. This Interrogatory seeks to elicit information that is not within the custody or control of Duke Energy Ohio.
- f. Objection. This Interrogatory seeks to elicit information that is of public record and thus is equally accessible to the Office of the Ohio Consumers' Counsel. Answering further, the information requested is not within the custody or control of Duke Energy Ohio.
- g. The table below shows the projected Kyger Creek non-coal costs:

Kyger Creek Projected Non-Coal Cost					
Year	Coal Cost (\$/MWh)	CO2 (\$/MWh)	Lime/Stone (\$/MWh)	Ammonia (\$/MWh)	Non-Coal (\$/MWh)
2015					
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					

PERSON RESPONSIBLE: As to objection – Legal
As to response –
Bryan Dougherty – (a), (d), (g)
William Don Wathen Jr. – (b)

OCC-INT-16-413 PUBLIC

REQUEST:

According to the response to KROGER-INT-01-001, the response to OEG-DR-01-001 HIGHLY CONFIDENTIAL identifies an estimated cost and/or benefit to Duke Energy Ohio retail customers from the proposed Price Stabilization Rider for each year of the proposed ESP.

- a. Confirm that the information in OEG-DR-01-001 provides data on a calendar year basis (January to December).
- b. Identify/provide this same data on the basis of the ESP period (ESP Year 1 is June 1 2015 to May 31 2016, ESP Year 2 is June 1 2016 to May 31 2017, ESP Year 3 is June 1 2017 to May 31 2018).
- c. Identify/provide this same data on a monthly basis, to the extent monthly details are available.
- d. Identify/provide this same data on an hourly basis, to the extent hourly details are available.

RESPONSE:

HIGHLY CONFIDENTIAL PROPRIETARY TRADE SECRET
ATTORNEYS EYES ONLY

Produced for purposes of PUCO Case Nos. 14-841 and 14-842 only.

This response will be provided to all parties in this case upon the execution of a Confidentiality Agreement.

PERSON RESPONSIBLE: Legal

Duke Energy Ohio
Case No. 14-841-EL-SSO, 14-842-EL-ATA
OCC Sixteenth Set of Interrogatories
Date Received: September 8, 2014

OCC-INT-16-413 HIGHLY CONFIDENTIAL
ATTORNEYS EYES ONLY

REQUEST:

According to the response to KROGER-INT-01-001, the response to OEG-DR-01-001 HIGHLY CONFIDENTIAL identifies an estimated cost and/or benefit to Duke Energy Ohio retail customers from the proposed Price Stabilization Rider for each year of the proposed ESP.

- a. Confirm that the information in OEG-DR-01-001 provides data on a calendar year basis (January to December).
- b. Identify/provide this same data on the basis of the ESP period (ESP Year 1 is June 1 2015 to May 31 2016, ESP Year 2 is June 1 2016 to May 31 2017, ESP Year 3 is June 1 2017 to May 31 2018).
- c. Identify/provide this same data on a monthly basis, to the extent monthly details are available.
- d. Identify/provide this same data on an hourly basis, to the extent hourly details are available.

RESPONSE:

HIGHLY CONFIDENTIAL PROPRIETARY TRADE SECRET
ATTORNEYS EYES ONLY

Produced for purposes of PUCO Case Nos. 14-841 and 14-842 only

- a. Confirmed.
- b. Please see OCC-INT-16-413 Attachment B HIGHLY CONFIDENTIAL.
- c. Please see OCC-INT-16-413 Attachment B HIGHLY CONFIDENTIAL.
- d. Objection. This Interrogatory is overly broad, unduly burdensome, and subjects Duke Energy Ohio to undue expense given that it seeks information that is not retained in the the ordinary course of business.

PERSON RESPONSIBLE: As to objection – Legal
As to response – Bryan Dougherty

●

[illegible]

Generation Volumes (GWhs)

Costs (\$000a)	Energy	Demand	Transmission	Total Costs
1	100	100	100	300
2	100	100	100	300
3	100	100	100	300
4	100	100	100	300
5	100	100	100	300
6	100	100	100	300
7	100	100	100	300
8	100	100	100	300
9	100	100	100	300
10	100	100	100	300
11	100	100	100	300
12	100	100	100	300
13	100	100	100	300
14	100	100	100	300
15	100	100	100	300
16	100	100	100	300
17	100	100	100	300
18	100	100	100	300
19	100	100	100	300
20	100	100	100	300
21	100	100	100	300
22	100	100	100	300
23	100	100	100	300
24	100	100	100	300
25	100	100	100	300
26	100	100	100	300
27	100	100	100	300
28	100	100	100	300
29	100	100	100	300
30	100	100	100	300
31	100	100	100	300
32	100	100	100	300
33	100	100	100	300
34	100	100	100	300
35	100	100	100	300
36	100	100	100	300
37	100	100	100	300
38	100	100	100	300
39	100	100	100	300
40	100	100	100	300
41	100	100	100	300
42	100	100	100	300
43	100	100	100	300
44	100	100	100	300
45	100	100	100	300
46	100	100	100	300
47	100	100	100	300
48	100	100	100	300
49	100	100	100	300
50	100	100	100	300
51	100	100	100	300
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53	100	100	100	300
54	100	100	100	300
55	100	100	100	300
56	100	100	100	300
57	100	100	100	300
58	100	100	100	300
59	100	100	100	300
60	100	100	100	300
61	100	100	100	300
62	100	100	100	300
63	100	100	100	300
64	100	100	100	300
65	100	100	100	300
66	100	100	100	300
67	100	100	100	300
68	100	100	100	300
69	100	100	100	300
70	100	100	100	300
71	100	100	100	300
72	100	100	100	300
73	100	100	100	300
74	100	100	100	300
75	100	100	100	300
76	100	100	100	300
77	100	100	100	300
78	100	100	100	300
79	100	100	100	300
80				

Energy Revenue Rate (\$/MWh)
Energy Cost Rate (\$/MWh)

HIGHLY CONF. PROPRIETARY TRADE SECRET

Produced for purposes of JUCO Case Nos. [6-84] and [4-84] only

[illegible]

Generation Volumes (GW/hrs)

Costs (\$000s)	Energy	Demand	Transmission	Total Costs
1	10	10	10	30
2	10	10	10	30
3	10	10	10	30
4	10	10	10	30
5	10	10	10	30
6	10	10	10	30
7	10	10	10	30
8	10	10	10	30
9	10	10	10	30
10	10	10	10	30
11	10	10	10	30
12	10	10	10	30
13	10	10	10	30
14	10	10	10	30
15	10	10	10	30
16	10	10	10	30
17	10	10	10	30
18	10	10	10	30
19	10	10	10	30
20	10	10	10	30
21	10	10	10	30
22	10	10	10	30
23	10	10	10	30
24	10	10	10	30
25	10	10	10	30
26	10	10	10	30
27	10	10	10	30
28	10	10	10	30
29	10	10	10	30
30	10	10	10	30
31	10	10	10	30
32	10	10	10	30
33	10	10	10	30
34	10	10	10	30
35	10	10	10	30
36	10	10	10	30
37	10	10	10	30
38	10	10	10	30
39	10	10	10	30
40	10	10	10	30
41	10	10	10	30
42	10	10	10	30
43	10	10	10	30
44	10	10	10	30
45	10	10	10	30
46	10	10	10	30
47	10	10	10	30
48	10	10	10	30
49	10	10	10	30
50	10	10	10	30
51	10	10	10	30
52	10	10	10	30
53	10	10	10	30
54	10	10	10	30
55	10	10	10	30
56	10	10	10	30
57	10	10	10	30
58	10	10	10	30
59	10	10	10	30
60	10	10	10	30
61	10	10	10	30
62	10	10	10	30
63	10	10	10	30
64	10	10	10	30
65	10	10	10	30
66	10	10	10	30
67	10	10	10	30
68	10	10	10	30
69	10	10	10	30
70	10	10	10	30
71	10	10	10	30
72	10	10	10	30
73	10	10	10	30
74	10	10	10	30
75	10	10	10	30
76	10	10	10	30
77	10	10	10	30
78	10	10	10	30
79	10	10	10	30
80	10	10	10	30
81	10	10	10	30
82	10	10	10	30
83	10	10	10	30
84	10	10	10	30
85	10	10	10	30
86	10	10	10	30

Energy Revenue Rate (\$/MWh)
Energy Cost Rate (\$/MWh)

QVEC Analysis
Capacity (MW)
UCAP (MW)

Generation Volumes (GWh)
PJM Capacity (\$/MWh-Day)

Revenue (\$000s)
Energy
Capacity
Dividends
Total Revenue

Costs (\$000s)
Energy
Demand
Transmission
Total Costs

Cash Flow (\$000s)

Energy Revenue Rate (\$/MWh)
Energy Cost Rate (\$/MWh)

NOTES: CONF. PROPRIETARY TRADE SECRET
Prepared for purposes of PUCO Case Nos. 14-001 and 14-002 only

PUCO Case No. 14-001-002, 14-002-001
QVEC-RTT-14-001 Annual, 94
QVEC CONF
Page 7 of 11

	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
Revenue (\$000s)													
Energy													
Capacity													
Dividends													
Total Revenue													
Costs (\$000s)													
Energy													
Demand													
Transmission													
Total Costs													
Cash Flow (\$000s)	\$180	\$965	\$998	\$534	(\$405)	\$43	\$626	\$523	\$718	\$411	(\$458)	(\$519)	\$254

DVETC Analysis

WUOL
WUOL

Generation Volumes (GWha)

Revenue (\$000s)
Energy
Capacity
Dividends
Total Revenue

Costs (\$000)	Energy	Demand	Transmission	Total Costs
1990	10.0	10.0	10.0	30.0
1995	10.0	10.0	10.0	30.0
2000	10.0	10.0	10.0	30.0
2005	10.0	10.0	10.0	30.0
2010	10.0	10.0	10.0	30.0
2015	10.0	10.0	10.0	30.0
2020	10.0	10.0	10.0	30.0
2025	10.0	10.0	10.0	30.0
2030	10.0	10.0	10.0	30.0
2035	10.0	10.0	10.0	30.0
2040	10.0	10.0	10.0	30.0
2045	10.0	10.0	10.0	30.0
2050	10.0	10.0	10.0	30.0
2055	10.0	10.0	10.0	30.0
2060	10.0	10.0	10.0	30.0
2065	10.0	10.0	10.0	30.0
2070	10.0	10.0	10.0	30.0
2075	10.0	10.0	10.0	30.0
2080	10.0	10.0	10.0	30.0
2085	10.0	10.0	10.0	30.0
2090	10.0	10.0	10.0	30.0
2095	10.0	10.0	10.0	30.0
2100	10.0	10.0	10.0	30.0

Cash Flow (\$000s)

Energy Revenue Rate (\$/MWh)	Energy Cost Rate (\$/MWh)
0.00	0.00
0.05	0.05
0.10	0.10
0.15	0.15
0.20	0.20
0.25	0.25
0.30	0.30
0.35	0.35
0.40	0.40
0.45	0.45
0.50	0.50
0.55	0.55
0.60	0.60
0.65	0.65
0.70	0.70
0.75	0.75
0.80	0.80
0.85	0.85
0.90	0.90
0.95	0.95
1.00	1.00
1.05	1.05
1.10	1.10
1.15	1.15
1.20	1.20
1.25	1.25
1.30	1.30
1.35	1.35
1.40	1.40
1.45	1.45
1.50	1.50
1.55	1.55
1.60	1.60
1.65	1.65
1.70	1.70
1.75	1.75
1.80	1.80
1.85	1.85
1.90	1.90
1.95	1.95
2.00	2.00
2.05	2.05
2.10	2.10
2.15	2.15
2.20	2.20
2.25	2.25
2.30	2.30
2.35	2.35
2.40	2.40
2.45	2.45
2.50	2.50
2.55	2.55
2.60	2.60
2.65	2.65
2.70	2.70
2.75	2.75
2.80	2.80
2.85	2.85
2.90	2.90
2.95	2.95
3.00	3.00
3.05	3.05
3.10	3.10
3.15	3.15
3.20	3.20
3.25	3.25
3.30	3.30
3.35	3.35
3.40	3.40
3.45	3.45
3.50	3.50
3.55	3.55
3.60	3.60
3.65	3.65
3.70	3.70
3.75	3.75
3.80	3.80
3.85	3.85
3.90	3.90
3.95	3.95
4.00	4.00
4.05	4.05
4.10	4.10
4.15	4.15
4.20	4.20
4.25	4.25
4.30	4.30
4.35	4.35
4.40	4.40
4.45	4.45
4.50	4.50
4.55	4.55
4.60	4.60
4.65	4.65
4.70	4.70
4.75	4.75
4.80	4.80
4.85	4.85
4.90	4.90
4.95	4.95
5.00	5.00
5.05	5.05
5.10	5.10
5.15	5.15
5.20	5.20
5.25	5.25
5.30	5.30
5.35	5.35
5.40	5.40
5.45	5.45
5.50	5.50
5.55	5.55
5.60	5.60
5.65	5.65
5.70	5.70
5.75	5.75
5.80	5.80
5.85	5.85
5.90	5.90
5.95	5.95
6.00	6.00
6.05	6.05
6.10	6.10
6.15	6.15
6.20	6.20
6.25	6.25
6.30	6.30
6.35	6.35
6.40	6.40
6.45	6.45
6.50	6.50
6.55	6.55
6.60	6.60
6.65	6.65
6.70	6.70
6.75	6.75
6.80	6.80
6.85	6.85
6.90	6.90
6.95	6.95
7.00	7.00
7.05	7.05
7.10	7.10
7.15	7.15
7.20	7.20
7.25	7.25
7.30	7.30
7.35	7.35
7.40	7.40
7.45	7.45

Date	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22
\$1,000	\$1,275	\$407	(\$286)	\$259	\$425	\$478	\$258	\$440	(\$472)	\$71	\$377	\$1,383

Energy Revenue Rate (\$/MWh)
Energy Cost Rate (\$/MWh)

Oct 70	Dec 74	Oct 74
[REDACTED]	[REDACTED]	[REDACTED]
\$1,651	\$1,393	\$1,153

OCC-INT-18-428

REQUEST:

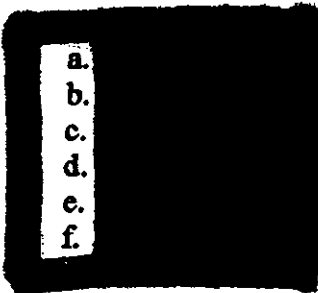
Referring to the HIGHLY CONFIDENTIAL response to OCC INT-2-36, identify all capacity revenue Duke Energy Ohio received related to Duke's OVEC entitlement for the following years:

- a. 2009
- b. 2010
- c. 2011
- d. 2012
- e. 2013
- f. 2014 (as forecasted)

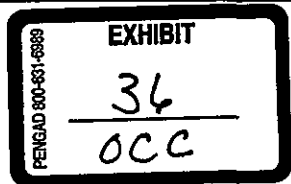
RESPONSE:

HIGHLY CONFIDENTIAL PROPRIETARY TRADE SECRET
ATTORNEYS EYES ONLY

Produced for purposes of PUCO Case Nos. 14-841 and 14-842 only.



PERSON RESPONSIBLE: (a) through (e), Gwen Pate
(f) Bryan Dougherty



Duke Energy Ohio
Case No. 14-841-EL-SSO, 14-842-EL-ATA
OCC Fourth Set Interrogatories
Date Received: June 26, 2014

OCC-INT-04-085

REQUEST:

Please identify any cost savings expected to be achieved by the company from rider DCI. Please specify:

- a. When such costs savings are expected to be achieved;
- b. How the cost savings will be achieved;
- c. Which of the 19 programs under rider DCI is expected to achieve cost savings;
- d. Whether such cost savings will be passed onto customers;
- e. If cost savings are passed onto customers, how and when will this happen and through what mechanism.

RESPONSE:

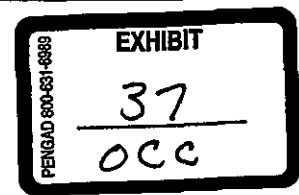
- a. The primary drivers for the rider are system reliability and customer satisfaction. Cost savings will be a by-product and were not the primary driver. There was no analysis done to quantify the amount and timing of the savings. The Company is not asking for any incremental O&M dollars in the rider DCI and therefore, no savings were imputed in the calculation.
- b. This analysis has not been performed.
- c. See response to part (b).
- d. Cost savings, if any, will be reflected in the test period O&M expenses in the ordinary course of the Company's next base electric distribution case.

e. See response to part (d).

PERSON RESPONSIBLE:

(a) (b) (c) Marc Arnold

(d) (e) Peggy Laub



Duke Energy Ohio
Case No. 14-841-EL-SSO, 14-842-EL-ATA
OCC Fourth Set Interrogatories
Date Received: June 26, 2014

OCC-INT-04-088

REQUEST:

Please identify for each of the 19 programs included under rider DCI (see testimony of Marc Arnold):

- a. The portion of Duke's service territory affected by the program;
- b. The percentage of customers directly impacted by each of the program;
- c. The implementation schedule by geographic location and/or type of activity;
- d. The program's impacts on current reliability;
- e. Number of circuits impacted;
- f. Number of customers impacted;
- g. Timing of the impact;
- h. Whether the impact is on the frequency or duration of outages;
- i. Whether the program addresses primary outage causes;
- j. How will the performance and outcomes of the programs be measured;
- k. Which of the programs are new programs; and,
- l. Which of the programs are enhancements to existing programs?

RESPONSE:

Objection. This Interrogatory seeks to elicit a narrative response and is thus better suited for deposition. See generally, *Penn Central Transportation Co. v. Armco Steel Corp.*, 27 Ohio Misc. 76 (Montgomery Cty. 1971). Without waiving said objection and in the spirit of discovery:

- a. See direct testimony of Marc W. Arnold for descriptions of the programs. Fourteen of the nineteen programs encompass the majority of the Duke Ohio Service area. ~~Five programs (DTUG, Manhole/Vault, Network Secondary Main, Vault Protector, and Worst Congested structure) are primarily focused on the Downtown Cincinnati Network area.~~
- b. The Company has not performed this calculation. See Direct Testimony of Mark W. Arnold at page 17. Duke Energy serves approximately 700,000 in southwest Ohio.
- c. The Company has not completed a final planning schedule in the format requested. A detailed schedule will be provided at a later date as it depends upon other projects including, but not limited to road projects, municipal projects, and customer projects.
- d. Please see direct testimony of Mark W. Arnold at pages 17. The goal of the proposed programs is to deter and possibly prevent future outages. ~~Current reliability measures were taken into consideration; however they were not used as a basis for the decision of these programs.~~
- e. See response to part (c) above.
- f. See response to part (b) above...
- g. The work associated with the new programs included in this ESP filing will begin in 2015. Timing of impacts will depend upon completion of work throughout the term of the ESP.
- h. The programs are anticipated to impact frequency and duration or both. Minimal outage duration is key for customer satisfaction and with the obsolesce of equipment and the age of the distribution system creates challenges for customers when they occur.
- i. Please see direct testimony of Marc W. Arnold at pages 9- 11 and 17. Primary outage causes are addressed by other programs. These programs address known causes that could be controlled and that will facilitate lessening outage duration or limiting the area affected by an outage. Several of the proposed programs either directly or indirectly support the other programs that do directly affect primary outage causes, such as cable injection/replacement.
- j. Please see page 17 of "Marc W. Arnold's" direct testimony
- k. The ~~new programs~~ are Conversion of 4KV Feeders, Upgrade URD Submersible Transformers, Distribution Substation Protection, Upgrading Live Front Transformers, Upgrading Distribution Transformer Stations, Distribution Operation

Center and Mobile Logistics/Modernization, and Ownership of Underground Residential Services.

1. ~~Enhancements to existing programs~~ include URD Cable Injection/Replacement, Vegetation Clearing R/W Acquisition, Network Secondary Main Replacement, Vault Network Transformer Changeout, and PILC Replacement.

PERSON RESPONSIBLE: Marc W. Arnold



Duke Energy Ohio
Case No. 14-841-EL-SSO, 14-842-EL-ATA
OCC Eleventh Set Interrogatories
Date Received: August 5, 2014

OCC-INT-11-303

REQUEST:

Referring to the Direct Testimony of Mr. Arnold at page 35, for each of the programs that are proposed to be included in the Rider DCI (as listed on page 18-19 of Mr. Arnolds Direct testimony), what is the level of capital investment that Duke has made on an annual basis for each year 2009 - 2013?

RESPONSE:

See Staff-DR-11-002 Attachment CONF for 2010 through 2013 information.

See OCC-INT-11-303 Attachment for 2009 capex.

PERSON RESPONSIBLE: Beth Clippinger

CONFIDENTIAL PROPRIETARY (TRADE SECRET)
Produced for purposes of PUCO Case No. 14-841-EL-SSO, 14-842-EL-ATA only

Program	Grouping	Actual 2009 Capital
URD Cable Injection/Replacement	Distribution	
Vegetation Clearing R/W Acquisition / facility modification	Distribution	
Conversion of old 4KV Feeders	Distribution	
Manhole Lid Retro-fit (1)	Distribution	
DTUG-Online DGA, Sump Pump, Oil Monitoring (1)	Distribution	
Manhole/Vault Capital Rebuild (1)	Distribution	
Network Secondary Main Replacement (1)	Distribution	
Vault Network Protector/Transformer Changeout(1)	Distribution	
Worst Congested Underground Structures(1)	Distribution	
Recloser Replacements	Distribution	
Circuit Sectionalization	Distribution	
Transformer Retrofit	Distribution	
Upgrade URD Submersible Transformers	Distribution	
Distribution Substation Protection (Physical/Security)	Distribution	
Upgrade Live Front Transformers	Distribution	
Upgrade Distribution Transformer Stations (Unique Customer Locations)	Distribution	
PILC Replacement (Feeder Exits)	Distribution	
Distribution Operation Center and Mobile Logistics/Modernization	General	
Ownership of Underground Residential Services	Distribution	

Duke Energy Ohio
Case No. 14-841-EL-SSO, 14-842-EL-ATA
STAFF Eleventh Set Data Requests
Date Received: July 28, 2014

**STAFF-DR-11-002 HIGHLY CONFIDENTIAL
FOR ATTORNEYS EYES ONLY**

REQUEST:

Please provide the distribution capital budgeted amounts for each of the years 2010 through 2018 and actual distribution capital expenditures, by year, for the years 2010 through June 30th, 2014. Please provide this information by FERC account, for the accounts which Duke seeks to have included in the DCI.

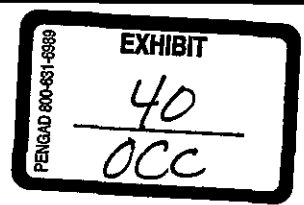
RESPONSE:

**HIGHLY CONFIDENTIAL PROPRIETARY TRADE SECRET
FOR ATTORNEYS EYES ONLY
Produced for Purposes of PUCO Cases No. 14-841 and 14-842 only.**

See Staff-DR-11-002 Attachment Confidential. This schedule expands on the information provided in Staff-DR-02-003 SUPP Attachment Conf. by adding columns for estimated FERC plant account and actual capex expenditures through June 31, 2014.

PERSON RESPONSIBLE: Patricia Mullins/Beth Clippinger

Program	Grouping	Estimated FERC Plant account	Current Annual Budget	Actual 2010 Capital	Actual 2011 Capital	Actual 201 Capital
URD Cable Injection/Replacement	Distribution	367	2.0	2.4	3.6	4.1
Vegetation Clearing R/W Acquisition / facility modification	Distribution	360/361	2.0	0.0		
Conversion of old 4KV feeders	Distribution	365	0.0			
Manhole Lid Recept-It	Distribution	367	0.8	0.0	0.0	0.8
DTUG-Online DGA, Sump Pump, Oil Monitoring	Distribution	367	0.4	0.0	0.0	0.0
Manhole/Vault Capital Rebuild	Distribution	367	0.9	0.0	0.0	0.3
Network Secondary Main Replacement	Distribution	367	0.9	0.0	0.0	0.0
Vault Network Protector/Transformer Changeout	Distribution	367	2.8	0.0	0.0	0.0
Worst Congested Underground Structures	Distribution	367	0.2	0.0	0.0	0.0
Recloser Replacements	Distribution	365	0.9	0.8	0.4	0.0
Circuit Sectionalization	Distribution	365	0.8	0.4	0.1	0.2
Transformer Retrofit	Distribution	368	3.8	2.1	2.7	4.4
Upgrade URD submersible Transformers	Distribution	368	0.0			
Distribution Substation Protection (Physical/Security)	Distribution	362	0.0			
Upgrade Live Front Transformers	Distribution	368	0.0			
Upgrade Distribution Transformer Stations (Unique Customer Locations)	Distribution	368	0.0			
PILC Replacement (Feeder Exits)	Distribution	367	1.5	3.3	6.4	5.3
Distribution Operation Center and Mobile Logistics/Modernization	General	390/391/392	0.0			
Ownership of Underground Residential Services	Distribution	369	0.0			
Customer Additions	Distribution	365/367	21.0	21.2	18.1	19.6
Pole Replace - Distribution	Distribution	364	6.2	8.0	9.5	6.4
Hazard Tree Removal	Distribution	360	2.0	1.4	2.5	3.0
NEEC Line Inspections	Distribution	365	3.0	0.0	0.0	0.1
Overhead Line Equip Replacement	Distribution	365	4.2	4.3	5.1	4.2
Capacitor Inst/Replacement	Distribution	365	3.8	0.6	3.0	3.5
Down/Down UG Replacement	Distribution	367	0.9	4.8	3.6	5.0
Distribution Substation Replacements	Distribution	362	1.8	1.4	1.1	1.7
Capacity Feeders, Substations	Distribution	362/365/367	7.2	10.4	14.0	15.5
Relocations - Public	Distribution	365	12.9	5.5	7.2	8.8
Restore - Capital	Distribution	365	6.8	5.4	6.2	6.6
Region R&I Engineering	Distribution	365	1.6	2.2	2.1	1.8
Other	Distribution	399	3.7	1.6	1.4	1.2
IT/Technology/Radio Replacement	Electric Intangible	303/397	10.0	0.6	5.4	6.8
Equipment, Tools, Other	Electric General	394	2.0	1.7	3.7	3.9
Buildings and Operations Center	Electric General	390	3.0	1.3	1.9	1.1
Other Buildings, Equipment and Technology	Electric Common	303/390	8.0	16.2	24.6	13.7
			115.0	95.4	112.8	118.6



PETITIONER'S EXHIBIT E-1

FINAL

FINAL DEI TDSIC PLAN – RISK MODEL RESULTS

BLACK & VEATCH PROJECT NO. 181214

PREPARED FOR

Duke Energy Indiana

20 AUGUST 2014



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1 Executive Summary

This report analyzes and quantifies the risk reduction DEI will achieve through its TDSIC investment plan. Utilizing a risk-based planning approach, the majority of DEI's TDSIC investments are evaluated with respect to how they reduce asset risk on the T&D system. While this is a significant benefit and the purpose of this document, it is not the only benefit of the investments. Many other benefits are described and quantified in the report 'Costs and Benefits of to Duke Energy Indiana's TDSIC Plan' which this report is appended to.

1.1 T&D RISK MODEL OVERVIEW

1.1.1 Projects and Programs Included in Risk Model

Many of DEI's planned T&D projects and programs replace aging infrastructure on the system. Some of the replacements modeled in the risk model are condition-based replacement of deteriorated assets, while other replacements are also being planned to enable increased system automation, among other benefits. The following major substation and circuit projects and programs are modeled in the DEI risk model:

- 69kV circuit integrity program
- Distribution and transmission wood pole replacement programs
- Breaker replacements
- Underground cable treatment and replacements
- General T&D substation and overhead circuit replacements
- Vegetation management and hazard tree removal programs
- 345kV Aluminum H structure replacements

In addition to the above major programs, individual T&D projects and several other T&D reliability and integrity programs are included in the risk model as they too serve to reduce T&D system risk. Section 2.6 describes these programs further.

1.1.2 Example Risk Matrix

Figure 1-1 is an example risk matrix that plots the number of assets that fall within each risk rating level. This example is a matrix showing substation asset counts across the different combinations of consequence of failure and probability of failure scores (different combinations of 1 to 5 scoring ranges). The blue-highlighted region shows that there are 582 substation assets that have high risk scores in the upper right area of the risk matrix.

Duke Energy Indiana | FINAL DEI TDSIC PLAN – RISK MODEL RESULTS

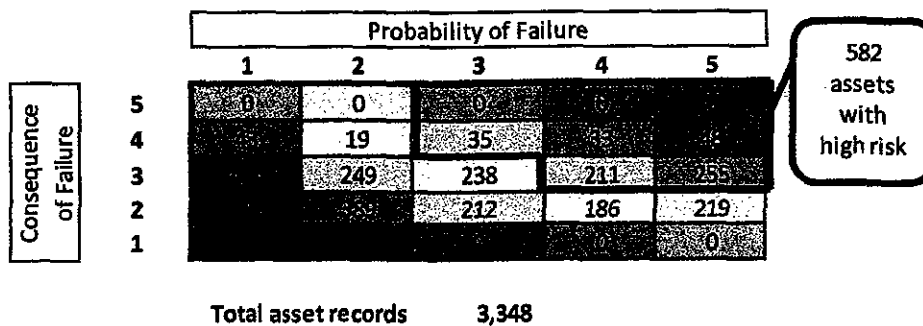


Figure 1-1 Example Asset Count Risk Matrix

DEI's T&D risk model helps DEI prioritize and optimize its TDSIC plan to focus investment on high risk assets. By developing a risk model to help quantify risk reduction benefits and optimize its plan, DEI has another important planning tool to leverage for long term investment planning. Section 2.0 of this report describes the T&D risk modeling approach used in the report.

1.1.3 System Risk Reduction is Achieved Through the Investments

Section 3.0 of this report describes in more detail how the different substation and circuit investments serve to reduce risk on the DEI system. Figure 1-2 below shows the total T&D system risk reduction of 21% over the seven year planning period. This is driven by significant substation and circuit risk reduction. Comparison to different age-based replacement plans highlights how DEI's proposed plan achieves more risk reduction per dollar spent than age-based replacement plans that are not informed by the risk model.

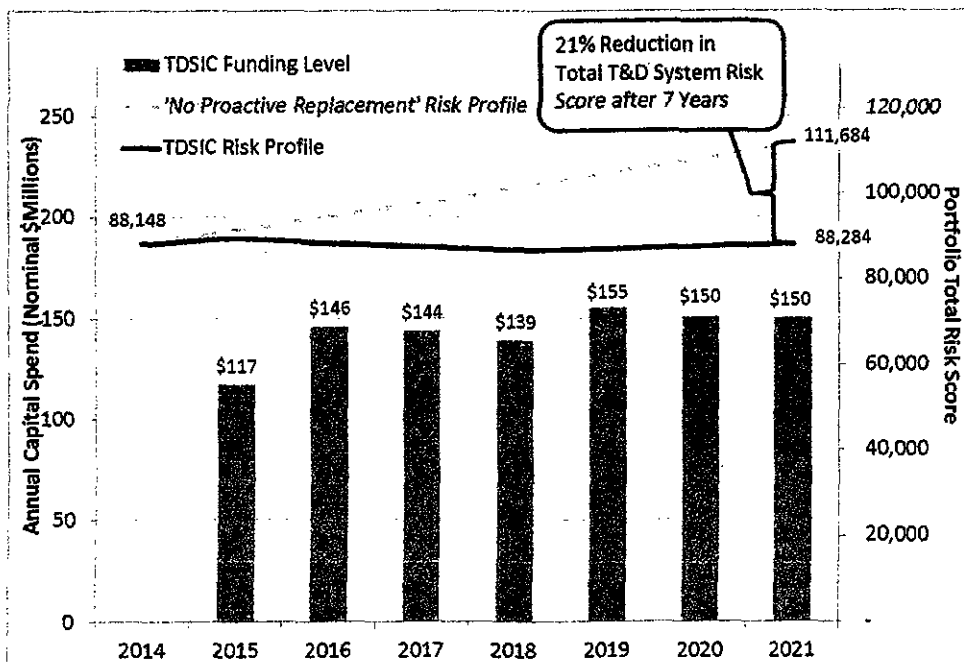
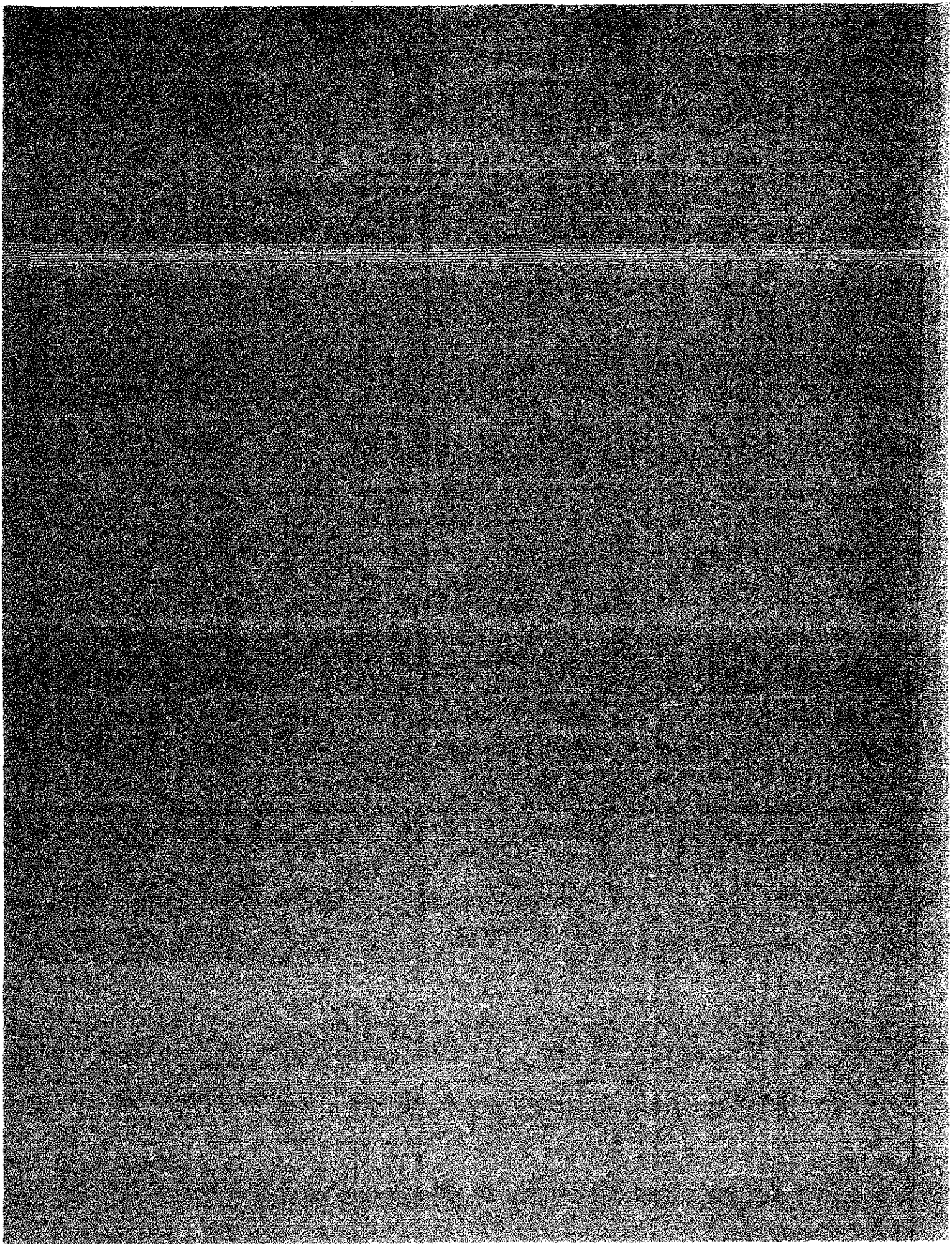


Figure 1-2 Entire T&D System Risk Profile for 2015 through 2021



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 - #32 Top 150 Global Design Firms

- #1 Top 25 in Fossil Fuel
- #3 Top 20 in Power
- #4 Top 25 in Transmission and Distribution

- #1 Top 20 in Telecommunications
- #1 Top 10 in Towers and Antennae

- #6 Top 25 in Wastewater Treatment Plants
- #6 Top 25 in Transmission Lines and Aqueducts
- #7 Top 20 in Water
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On the cover:

Kyle Okamura, P.E., Manager of Utility Management Services,
City of Henderson, NV - Department of Utility Services

Guy Voss, P.E., Project Manager, Black & Veatch

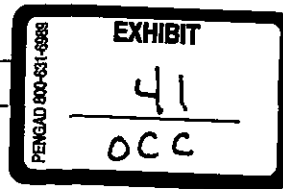
James B. Gibson, Former Mayor (1997-2009), City of Henderson, NV



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Duke Energy Ohio
Case No. 14-841-EL-SSO, 14-842-EL-ATA
OEG First Set Data Requests
Date Received: July 9, 2014

**OEG-DR-01-001 HIGHLY CONFIDENTIAL
FOR ATTORNEYS EYES ONLY**

REQUEST:

Please provide Duke Energy Ohio's most recent forecast of the following attributes, costs, or benefits associated with Duke Energy Ohio's entitlement/portion of the OVEC generating assets for 2015-2024. Please note the date(s) that the forecasted values in response to this question were developed.

- a. OVEC Capacity ICAP (in MW)
- b. OVEC Capacity UCAP (in MW)
- c. OVEC Generation (in GWh)
- d. OVEC Demand Charge (in \$000): expected capacity-related cost obligations associated with Duke Energy Ohio's expected portion of OVEC costs; if possible, please provide component details (e.g., depreciation, return on rate base, taxes, fixed O&M costs, etc.). If Duke Energy Ohio has no such forecast, what were the three most recently available years' demand charges and does Duke Energy Ohio expect its OVEC capacity-related cost obligations to increase, remain flat, or decrease going forward?
- e. OVEC Energy Costs (in \$000): expected energy-related costs associated with Duke Energy Ohio's expected portion of OVEC generation; if possible, please provide component details (e.g., fuel costs, variable O&M costs, start costs, SO2 costs, CO2 costs, etc.).
- f. PJM RPM price for capacity (in \$/MW-Day); if Duke Energy Ohio does not have any such forecast, please provide Duke Energy Ohio's forecast of net CONE costs (in \$/MW-day) for the requested time period.
- g. PJM RPM Capacity Revenue (in \$000); if this is not the product of items (b) and (f), please describe why and describe how these revenue estimates were developed.
- h. PJM Energy Market Price (in \$/MWh): the PJM day-ahead energy market prices that would be applicable to sales of energy from the OVEC facilities.
- i. Energy Revenue (in \$000): expected energy-related revenues from providing Duke Energy Ohio's expected portion of OVEC generation into the PJM day-ahead market;

if this is not the product of items (c) and (h), please describe why and describe how these revenue estimates were developed.

Please provide such information in electronic format, preferably in a MicroSoft Excel spreadsheet, and in at least an annual format. If some or all of the information is available in a monthly format, please provide that as well. If any portion of the requested information is not available or forecasted for the requested period, please provide it for as many years as such information is available.

RESPONSE:

HIGHLY CONFIDENTIAL PROPRIETARY TRADE SECRET
FOR ATTORNEYS EYES ONLY

Produced for purposes of PUCO Case No. 14-841 and 14-842 only.

- a. Objection to the extent this Interrogatory seeks to elicit privileged, confidential, trade secret and competitively sensitive information. Without waiving said objection and in the spirit of discovery, Duke Energy Ohio states that it uses 203 MW as a forecast for ICAP for the period between 2015 and 2024.
- b. Objection to the extent this Interrogatory seeks to elicit privileged, confidential, trade secret and competitively sensitive information. Without waiving said objection and in the spirit of discovery, Duke Energy Ohio states that it uses [REDACTED] MW as a forecast for UCAP for the period between 2015 and 2024.
- c. Objection to the extent this Interrogatory seeks to elicit privileged, confidential, trade secret and competitively sensitive information. Without waiving said objection and in the spirit of discovery, see Attachment OEG-DR-01-001 Highly Confidential.
- d. Objection to the extent this Interrogatory seeks to elicit privileged, confidential, trade secret and competitively sensitive information. Without waiving said objection and in the spirit of discovery, see Attachment OEG-DR-01-001 Highly Confidential.
- e. Objection to the extent this Interrogatory seeks to elicit privileged, confidential, trade secret and competitively sensitive information. Without waiving said objection and in the spirit of discovery, see Attachment OEG-DR-01-001 Highly Confidential.
- f. Objection to the extent this Interrogatory seeks to elicit privileged, confidential, trade secret and competitively sensitive information. Additionally, this Interrogatory cannot be answered as posed, as PJM has not completed the base residual auctions for planning years subsequent to the 2017/2018 planning year. Additionally, for those planning years for which the base residual auction has already occurred, this Interrogatory seeks to elicit information that is in the public record and thus equally accessible to the Ohio Energy Group. Without waiving said objection and in the spirit of discovery, see Attachment OEG-DR-01-001 Highly Confidential.

- g. Objection to the extent this Interrogatory seeks to elicit privileged, confidential, trade secret and competitively sensitive information. Additionally, this Interrogatory cannot be answered as posed, as PJM has not completed the base residual auctions for planning years subsequent to the 2017/2018 planning year. Additionally, for those planning years for which the base residual auction has already occurred, this Interrogatory seeks to elicit information that is in the public record and thus equally accessible to the Ohio Energy Group. Without waiving said objection and in the spirit of discovery, see Attachment OEG-DR-01-001 Highly Confidential.
- h. Objection to the extent this Interrogatory seeks to elicit privileged, confidential, trade secret and competitively sensitive information. Additionally, this Interrogatory cannot be answered as posed, as prices for the PJM energy market for the entire period between 2015 and 2024 do not exist. Additionally, for those planning years for which PJM energy prices are available, this Interrogatory seeks to elicit information that is in the public record and thus equally accessible to the Ohio Energy Group. Without waiving said objection and in the spirit of discovery, see Attachment OEG-DR-01-001 Highly Confidential.
- i. Objection to the extent this Interrogatory seeks to elicit privileged, confidential, trade secret and competitively sensitive information. Additionally, this Interrogatory cannot be answered as posed, as prices for the PJM energy market for the entire period between 2015 and 2024 do not exist. Additionally, for those planning years for which PJM energy prices are available, this Interrogatory seeks to elicit information that is in the public record and thus equally accessible to the Ohio Energy Group. Without waiving said objection and in the spirit of discovery, see Attachment OEG-DR-01-001 Highly Confidential.

PERSON RESPONSIBLE: Legal, as to objection; Bryan Dougherty as to response.

CONFIDENTIAL

PENGAD 800-831-6993	EXHIBIT
	42
	OCC

**Duke Energy Ohio
Case Nos. 14-841-EL-SSO, 14-842-EL-ATA
IGS First Set Production of Documents
Date Received: September 2, 2014**

**IGS-POD-01-003 HIGHLY CONFIDENTIAL SUPPLEMENTAL
FOR ATTORNEYS' EYES ONLY**

REQUEST:

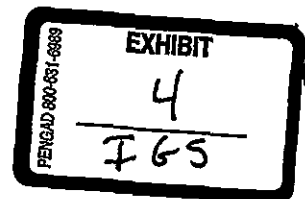
Provide workpapers to support OEG-DR-01-001_Attachment__HIGH CONF.XLSX.

RESPONSE:

**HIGHLY CONFIDENTIAL PROPRIETARY TRADE SECRET
Produced for purposes of PUCO Case No. 14-841-EL-SSO and 14-842-EL-ATA only
ATTORNEYS EYES' ONLY**

Please see IGS-POD-01-003 ATTACHMENT HIGHLY CONFIDENTIAL. See also IGS-POD-01-003 ATTACHMENT HIGHLY CONFIDENTIAL SUPPLEMENTAL for the calculation of UCAP, based on a five-year average EFORD from the 2012/2013 Planning Year, at which time Duke Energy Ohio's share of ICAP was 203.0 MW (subsequently reduced to 191.1 MW).

PERSON RESPONSIBLE: Bryan Dougherty



Duke Energy Ohio
Case Nos. 14-841-EL-SSO, 14-842-EL-ATA
IGS First Set Interrogatories
Date Received: September 2, 2014

IGS-INT-01-011 HIGHLY CONFIDENTIAL
ATTORNEYS' EYES ONLY

REQUEST:

Duke provided a projection of the cost/revenue associated with OVEC in OEG-DR-01-001 Attachment HIGH CONF.XLSX. Identify whether this projection assumes an impact of CO2 regulations for existing power plants on the following:

- a. Energy revenue.
- b. If the answer to (a) is yes, identify the impact (in total dollars) for each year of the projection.
- c. Energy cost.
- d. If the answer to (c) is yes, identify the impact (in total dollars) for each year of the projection.

RESPONSE:

CONFIDENTIAL PROPRIETARY TRADE SECRET
ATTORNEYS' EYES ONLY

Produced for purposes of PUCO Case Nos. 14-841 and 14-842 only.

Please see the table below for the costs associated with CO2 included in the data in OEG-DE-01-001 Attachment HIGH CONF.XLSX.

CO2 Impact (\$000s)	Energy Revenue	Energy Cost

PERSON RESPONSIBLE: Bryan Dougherty