

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Direct Energy Business, LLC,)	
)	
Complainant,)	
)	
v.)	Case No. 14-1277-EL-CSS
)	
Duke Energy Ohio, Inc.,)	
)	
Respondent.)	

**EXHIBIT LIST OF COMPLAINANT
DIRECT ENERGY BUSINESS, LLC**

Pursuant to agreement by the parties and the direction of the Attorney Examiner,
Complainant Direct Energy Business, LLC submits this Exhibit List. Exhibits not previously
filed in this proceeding are attached.

<u>Exhibit</u>	<u>Description</u>
1.	Direct Testimony of Teresa Ringenbach (filed April 14, 2015)
2.	Direct Testimony of Robert Kennelly (PUBLIC version) (filed April 14, 2015)
3.	Direct Testimony of Timothy Abbot (CONFIDENTIAL version) (filed April 14, 2015)
4.	Duke Energy Ohio, Inc. Certified Supplier Tariff, P.U.C.O. Electric No. 20 (2013 Version) (attached)
5.	Duke Energy Ohio, Inc. Certified Supplier Tariff, P.U.C.O. Electric No. 20 (Current Version) (attached)
6.	Certified Supplier Service Agreement effective as of September 3, 2010 (attached)
7.	Deposition of Timothy Abbott (attached; confidential information redacted)
8.	Deposition of Daniel L. Jones (attached; confidential information redacted)
9.	Deposition of Dana Adams (attached, confidential information redacted)

10. Deposition of Jennifer Seamon
(attached; confidential information redacted)

Dated: June 13, 2017

Respectfully submitted,

/s/ Mark A. Whitt

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Exhibit List was served by electronic mail
this 13th day of June, 2017, to the following:

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/s/ Rebekah J. Glover

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DUKE ENERGY OHIO

Certified Supplier Tariff

Company Office Location

139 East Fourth Street

Cincinnati, OH 45202

Issued: December 19, 2011

Effective: January 1, 2012

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

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Effective: January 1, 2012

Issued by Julie Janson, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 20
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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

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

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

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

"Commission" means the Public Utilities Commission of Ohio.

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

"Company" means Duke Energy Ohio, Inc.

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

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

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

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

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

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

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

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

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

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

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

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

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SERVICE REGULATIONS

SECTION I THE CERTIFIED SUPPLIER TARIFF

1.1. Filing and Posting

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

1.2. Revisions

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

1.3. Application

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

1.4. Service Regulations

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

1.5. Statement by Agents

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

SECTION II SCOPE AND PURPOSE OF TARIFF

2.1. Applicability of Terms to Certified Suppliers

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

2.2. Joint Undertakings

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

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Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

SECTION III
RELATIONSHIPS AMONG CUSTOMER CHOICE PROGRAM PARTICIPANTS

3.1. End-use Customer to Company

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

3.2. Certified Supplier to End-use Customer

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

3.3. Certified Supplier and its Designated TSA to the Company

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

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

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

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

4.1. Availability of Certified Supplier Services

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

4.2. Timeliness and Due Diligence

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

4.3. Duty of Cooperation

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

4.4. State Certification

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

4.5. Registration and Participation Requirements

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

4.6. Energy Procurement

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

4.7. Certified Supplier Wholesale Power Responsibilities

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

4.8. Multiple Certified Suppliers

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

4.9. Partial Competitive Retail Electric Service

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

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

4.10. Distribution Losses

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

4.11. Scheduling

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

4.12. Reliability Requirements

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

4.13. Supply of Data

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

4.14. Record Retention

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

4.15. Payment Obligation

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

4.16. Certified Supplier Marketing and Solicitation

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

4.17. Company Standards of Conduct with Respect to Marketing Affiliates

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

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

4.18. Emergency Operation

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

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SECTION V
CERTIFIED SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS

5.1. Registration and Participation Requirements

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

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

5.2. Registration Process

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

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

5.3. Registration Notification

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

5.4. Changes in Registration Information

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

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

5.5. Transmission and Ancillary Services

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

SECTION VI CREDIT REQUIREMENTS

6.1. Credit Application

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

6.2. Determination of Creditworthiness

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

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

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

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

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

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

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

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

**SECTION VI
CREDIT REQUIREMENTS (Contd.)**

6.3. Interest on Cash Deposits

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

6.4. On-going Credit Evaluation

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

6.5. Financial Obligation – Dispute Resolution

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

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

SECTION VII END-USE CUSTOMER ENROLLMENT PROCESS

7.1. Certified Supplier Authorization to Enroll

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

7.2. Percentage of Income Payment Plan (PIPP) Customers

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

7.3. Pre-Enrollment End-use Customer Information List

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

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

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

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END-USE CUSTOMER ENROLLMENT PROCESS (Contd.)**

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

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

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

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

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

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

7.8. Dispute Resolution

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

SECTION VIII
END-USE CUSTOMER INQUIRIES AND REQUESTS FOR INFORMATION

8.1. End-use Customer Requests for Program Information and/or Usage Data

- a) The Company will send an information package containing a summary of customers' rights and obligations, including a current list of Certified Suppliers, to the End-use Customer's service or mailing address, under the following circumstances:
 - i) To all new End-use Customers, including any End-use Customer who opens a new account and has not received such a customer rights summary within the preceding year.
 - ii) To any End-use Customer upon request.
- b) The Company will maintain a list of Certified Suppliers, which list will identify all Certified Suppliers currently registered to enroll End-use Customers in the Company's service territory. The list of Certified Suppliers will also designate, if available, which customer classes Certified Suppliers will be serving. This list will be updated at least quarterly and will be available to End-use Customers as follows:
 - i) The list will be posted on a designated website.
 - ii) The list, together with an information package containing a summary of the program, will be supplied to any End-use Customer, upon request, and to any new End-use Customer, as set forth in Section 8.1(a).
- c) End-use Customers may contact the Company and request their twelve-month usage data, which will be sent to the End-use Customer's service or mailing address.

8.2. End-use Customer Inquiries Concerning Billing-Related Issues

- a) End-use Customer inquiries concerning the Company's charges or services should be directed to the Company.
- b) End-use Customer inquiries concerning a Certified Supplier's charges or services should be directed to the Certified Supplier.

8.3. End-use Customer Inquiries Related to Emergency Situations and Outages

- a) The Company will be responsible for responding to all inquiries related to distribution service, emergency system conditions, outages and safety situations. End-use Customers contacting the Certified Supplier with such inquiries should be referred directly to the Company.
- b) It may be necessary for the Company to curtail or shed End-use Customer load at the request of the Transmission Provider, or as otherwise provided by Commission-approved tariffs or required by NERC Reliability Standards. In such cases, the Company will follow the provisions of the Commission's rules and orders, NERC reliability standards, the Company's own Bulk Power Emergency Plan, or Energy Emergency Rules contained in the Company's Retail Tariff.

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

SECTION IX METERING SERVICES AND OBLIGATIONS

9.1. Equipment Standards

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

9.2. Meter Ownership and Maintenance

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

9.3. Meter Requirements

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

9.4. Interval Meter Charges and Installation Process

a) Charges

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

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

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

9.5. Meter Reading

a) Regularly Cycled Meter Reads

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

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

b) Estimated Reads

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

c) Special Meter Reads

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

d) Meter Testing

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

e) End-use Customer Meter Reads

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

SECTION X BILLING SERVICES AND OBLIGATIONS

10.1. Billing Options

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

10.2. Billing Cycle

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

10.3. Generation Resource Mix

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

10.4. Transmitting of Meter Reading Information

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

10.5. Setting Up Certified Suppliers' Rates

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

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

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

SECTION X
BILLING SERVICES AND OBLIGATIONS (Contd.)

10.6. Timetable for Setting up Certified Suppliers' Rates

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

10.7. Electronic Transmission of End-use Customer Billing Data

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

10.8. Incremental Processing Fees

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

10.9 Company Consolidated and Bill-Ready Billing

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

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

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

SECTION X
BILLING SERVICES AND OBLIGATIONS (Contd.)

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

SECTION X
BILLING SERVICES AND OBLIGATIONS (Contd.)

10.10. Budget Billing

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

10.11. Special Messages

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

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

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

11.1. Payments

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

11.2. Payment Processing

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

11.3. End-use Customers in Arrears

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

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

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

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

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

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

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

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

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

11.4. Disconnection of Service

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

11.5 Transfer of End-use Customer Deposit

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

11.6 Purchase of Accounts Receivable (PAR)

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

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

SECTION XII
CERTIFIED SUPPLIER BILLING TERMS AND CONDITIONS

12.1. Billing and Payments

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

12.2. Late Payment Charges

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

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

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

SECTION XIII
LOAD PROFILING AND FORECASTING

13.1. Generic Load Profiles

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

13.2. Load Profile Updates

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

13.3. Certified Supplier Daily Forecasting Process

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

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THIS SHEET IS HEREBY CANCELLED AND WITHDRAWN

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

SECTION XIV METER DATA MANAGEMENT

14.1. Meter Data Collection

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

14.2. Monthly-Metered End-use Customers

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

14.3. Interval-Metered End-use Customers

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

**SECTION XV
TRANSMISSION SCHEDULING AGENTS**

15.1. Participation through a Transmission Scheduling Agent

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

15.2. Designation or Change of a Transmission Scheduling Agent

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

15.3. Scheduling and Settlement through a Transmission Scheduling Agent

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

SECTION XVI
CONFIDENTIALITY OF INFORMATION

16.1 Generally

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

16.2 Disclosure of Confidential Information

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

16.3 Use of Confidential Information

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

16.4 Exclusive Property

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

16.5 Breach of Confidentiality

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

16.6 Rights of the Parties

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

16.7 Applicability

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

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

17.1. Notice of Voluntary Withdrawal to the Company

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

17.2. Notice to End-use Customers

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

17.3. Costs for Noncompliance

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

17.4. Breach of Contract

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

**SECTION XVIII
LIABILITY**

18.1. General Limitation on Liability

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

18.2. Limitation on Liability for Service Interruptions and Variations

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

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

19.1 Default

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

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

19.2 Notice of Suspension or Termination

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

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

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

19.3. Suspension

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

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

19.4. Effect of Suspension

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

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

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

19.6. Effect of Termination on Certified Supplier

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

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

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

19.7. Survival of Obligations

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

SECTION XX
ALTERNATIVE DISPUTE RESOLUTION

20.1. Alternative Dispute Resolution Procedure

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

SECTION XXI MISCELLANEOUS

21.1. Notices

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

21.2. No Prejudice of Rights

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

21.3. Assignment

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

21.4. Governing Law

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

21.5. Effect of Future Orders

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

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

**RATE CS
CERTIFIED SUPPLIER CHARGES**

APPLICABILITY

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

TYPES OF CHARGES

General Certified Supplier Fees

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

Customer Usage Request Charges

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

Bill Preparation and Request Charges

Consolidated Bill Preparation

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

Other Bill Preparation Requests

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

BILLING TERMS AND CONDITIONS

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

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

**RATE CSMS
CERTIFIED SUPPLIER METER SERVICE CHARGES**

APPLICABILITY

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

TYPE OF SERVICE

Meter Testing Charges

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

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

Special Meter Reading Requests

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

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

BILLING TERMS AND CONDITIONS

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

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

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THIS SHEET IS HEREBY CANCELLED AND WITHDRAWN

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

DUKE ENERGY OHIO

Certified Supplier Tariff

Company Office Location

139 East Fourth Street

Cincinnati, OH 45202

Issued: December 19, 2011

Effective: January 1, 2012

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

**CERTIFIED SUPPLIER TARIFF
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Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

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

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

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

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

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

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

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

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

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

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

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

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

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

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

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

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

"Commission" means the Public Utilities Commission of Ohio.

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

"Company" means Duke Energy Ohio, Inc.

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

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

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

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

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

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

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

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

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

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

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

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

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

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

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

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

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

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

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

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

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

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

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

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

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

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

Issued: May 18, 2015

Effective: June 1, 2015

Issued by James P. Henning, President

SERVICE REGULATIONS

SECTION I THE CERTIFIED SUPPLIER TARIFF

1.1. Filing and Posting

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

1.2. Revisions

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

1.3. Application

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

1.4. Service Regulations

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

1.5. Statement by Agents

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

SECTION II SCOPE AND PURPOSE OF TARIFF

2.1. Applicability of Terms to Certified Suppliers

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

2.2. Joint Undertakings

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

SECTION III
RELATIONSHIPS AMONG CUSTOMER CHOICE PROGRAM PARTICIPANTS

3.1. End-use Customer to Company

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

3.2. Certified Supplier to End-use Customer

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

3.3. Certified Supplier and its Designated TSA to the Company

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

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

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

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

4.1. Availability of Certified Supplier Services

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

4.2. Timeliness and Due Diligence

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

4.3. Duty of Cooperation

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

4.4. State Certification

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

4.5. Registration and Participation Requirements

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

4.6. Energy Procurement

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

4.7. Certified Supplier Wholesale Power Responsibilities

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

4.8. Multiple Certified Suppliers

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

4.9. Partial Competitive Retail Electric Service

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

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

4.10. Distribution Losses

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

4.11. Scheduling

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

4.12. Reliability Requirements

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

4.13. Supply of Data

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

4.14. Record Retention

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

4.15. Payment Obligation

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

4.16. Certified Supplier Marketing and Solicitation

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

4.17. Company Standards of Conduct with Respect to Marketing Affiliates

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

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

4.18. Emergency Operation

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

SECTION V
CERTIFIED SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS

5.1. Registration and Participation Requirements

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

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

5.2. Registration Process

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

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

5.3. Registration Notification

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

5.4. Changes in Registration Information

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

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

5.5. Transmission and Ancillary Services

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

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

Issued: May 18, 2015

Effective: June 1, 2015

Issued by James P Henning, President

SECTION VI CREDIT REQUIREMENTS

6.1. Credit Application

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

6.2. Determination of Creditworthiness

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

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

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

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

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

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

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

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

**SECTION VI
CREDIT REQUIREMENTS (Contd.)**

6.3. Interest on Cash Deposits

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

6.4. On-going Credit Evaluation

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

6.5. Financial Obligation – Dispute Resolution

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

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

SECTION VII END-USE CUSTOMER ENROLLMENT PROCESS

7.1. Certified Supplier Authorization to Enroll

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

7.2. Percentage of Income Payment Plan (PIPP) Customers

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

7.3. Pre-Enrollment End-use Customer Information List

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

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO__ before the Public Utilities Commission of Ohio.

Issued: May 18, 2015

Effective: June 1, 2015

Issued by James P. Henning, President

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

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

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO__ before the Public Utilities Commission of Ohio.

Issued: May 18, 2015

Effective: June 1, 2015

Issued by James P. Henning, President

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

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

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO__ before the Public Utilities Commission of Ohio.

Issued: May 18, 2015

Effective: June 1, 2015

Issued by James P. Henning, President

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

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

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

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

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

7.8. Dispute Resolution

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

SECTION VIII
END-USE CUSTOMER INQUIRIES AND REQUESTS FOR INFORMATION

8.1. End-use Customer Requests for Program Information and/or Usage Data

- a) The Company will send an information package containing a summary of customers' rights and obligations, including a current list of Certified Suppliers, to the End-use Customer's service or mailing address, under the following circumstances:
 - i) To all new End-use Customers, including any End-use Customer who opens a new account and has not received such a customer rights summary within the preceding year.
 - ii) To any End-use Customer upon request.
- b) The Company will maintain a list of Certified Suppliers, which list will identify all Certified Suppliers currently registered to enroll End-use Customers in the Company's service territory. The list of Certified Suppliers will also designate, if available, which customer classes Certified Suppliers will be serving. This list will be updated at least quarterly and will be available to End-use Customers as follows:
 - i) The list will be posted on a designated website.
 - ii) The list, together with an information package containing a summary of the program, will be supplied to any End-use Customer, upon request, and to any new End-use Customer, as set forth in Section 8.1(a).
- c) End-use Customers may contact the Company and request their twelve-month usage data, which will be sent to the End-use Customer's service or mailing address.

8.2. End-use Customer Inquiries Concerning Billing-Related Issues

- a) End-use Customer inquiries concerning the Company's charges or services should be directed to the Company.
- b) End-use Customer inquiries concerning a Certified Supplier's charges or services should be directed to the Certified Supplier.

8.3. End-use Customer Inquiries Related to Emergency Situations and Outages

- a) The Company will be responsible for responding to all inquiries related to distribution service, emergency system conditions, outages and safety situations. End-use Customers contacting the Certified Supplier with such inquiries should be referred directly to the Company.
- b) It may be necessary for the Company to curtail or shed End-use Customer load at the request of the Transmission Provider, or as otherwise provided by Commission-approved tariffs or required by NERC Reliability Standards. In such cases, the Company will follow the provisions of the Commission's rules and orders, NERC reliability standards, the Company's own Bulk Power Emergency Plan, or Energy Emergency Rules contained in the Company's Retail Tariff.

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

SECTION IX METERING SERVICES AND OBLIGATIONS

9.1. Equipment Standards

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

9.2. Meter Ownership and Maintenance

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

9.3. Meter Requirements

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

9.4. Interval Meter Charges and Installation Process

a) Charges

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

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

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

9.5. Meter Reading

a) Regularly Cycled Meter Reads

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

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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

b) Estimated Reads

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

c) Special Meter Reads

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

d) Meter Testing

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

e) End-use Customer Meter Reads

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

**SECTION X
BILLING SERVICES AND OBLIGATIONS**

10.1. Billing Options

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

10.2. Billing Cycle

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

10.3. Generation Resource Mix

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

10.4. Transmitting of Meter Reading Information

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

10.5. Setting Up Certified Suppliers' Rates

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

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

Filed pursuant to an Order dated February 25, 2015 in Case No. 14-2128-UNC before the Public Utilities Commission of Ohio.

Issued: August 10, 2015

Effective: August 10, 2015

Issued by James P. Henning, President

SECTION X
BILLING SERVICES AND OBLIGATIONS (Contd.)

10.6. Timetable for Setting up Certified Suppliers' Rates

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

10.7. Electronic Transmission of End-use Customer Billing Data

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

10.8. Incremental Processing Fees

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

10.9 Company Consolidated and Bill-Ready Billing

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

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

Filed pursuant to an Order dated February 25, 2015 in Case No. 14-2128-UNC before the Public Utilities Commission of Ohio.

SECTION X
BILLING SERVICES AND OBLIGATIONS (Contd.)

- b) Certified Supplier charges billed under this billing option must be for electric commodity only. The act of submitting charges for items other than electric commodity will be considered a condition of default as described in Section 19.1 herein. Such items include, but are not limited to, termination fees, equipment charges, software charges, arrears from previous months billed under separate billing/dual billing, and any other charges that would be considered non-commodity charges.
- c) The charges received from the Certified Supplier by the Company in standard electronic format for each account will contain no more than ten charge amounts with ten associated charge descriptions
- d) Charge descriptions will be no longer than seventy characters each (including punctuation and spaces), and charge amounts will not exceed fourteen characters each (including spaces, dollar sign, commas, decimal, and, if applicable, negative sign).
- e) If a Certified Supplier submits more than ten charge amounts for an account, the Company will reject the entire submission for the account via a standard electronic format.
- f) The Company will allow up to twelve lines on its invoice to display the details of the Certified Supplier's charges as follows:
 - i) The Company will display the Certified Supplier's name on line 1.
 - ii) The Company will display the date range for the billing period on line 2.
 - iii) The charge descriptions and charge amounts submitted by the Certified Supplier will be displayed on lines 3 through 12 (provided that all 10 of the lines are necessary).
 - iv) The Company will sum the charge amounts submitted by the Certified Supplier and display the total on line 13 or on the line following the last charge description submitted by the Certified Supplier.
 - v) In situations where the Certified Supplier receives revised usage information for an account from the Company in a standard electronic format, the Company will provide an additional line on its invoice for the total amount of each month of cancelled charges. The Company will display the date range and the dollar amount of the cancelled charges on an additional line for each month of cancelled charges. The Certified Supplier's corrected charges, submitted to the Company in a standard electronic format, will be displayed on the Company's invoice as described in parts i) through iv) above for each month of corrected charges. Certified Suppliers are not required to send the Company cancelled charges in response to cancelled usage sent to the Certified Supplier by the Company in a standard electronic format. Instead, the Company will automatically cancel the supplier charges and will display said cancellation on the invoice as described above. This functionality is commonly known as "auto cancel".
 - vi) In addition to lines on the Company's invoice used to display Certified Supplier charge amounts and charge descriptions, the Company allows up to 3 lines of seventy characters each for Certified Supplier bill messages submitted to the Company by the Certified Supplier in a standard electronic format.
- i) The purchase of Certified Supplier charges billed under Consolidated Billing will be remitted by the Company to the appropriate Certified Supplier per the Account Receivables Purchase Agreement as described in Section 11.5 herein.
- j) The Certified Supplier will reimburse the Company for the Company's incremental cost associated with each Company Consolidated and Bill-Ready bill that the Company generates on behalf of the Certified Supplier. The Charges billable to the Certified Supplier for this service are listed on Sheet No. 52 herein.

Filed pursuant to an Order dated February 25, 2015 in Case No. 14-2128-UNC before the Public Utilities Commission of Ohio.

Issued: August 10, 2015

Effective: August 10, 2015

Issued by James P. Henning, President

SECTION X
BILLING SERVICES AND OBLIGATIONS (Contd.)

10.10. Budget Billing

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

10.11. Special Messages

Rule 4901:1-24-11 of the Ohio Administrative Code mandates that a Certified Supplier must provide notice of abandonment on each billing statement rendered to its End-use Customers beginning at least ninety days prior to the effective date of the abandonment and continue to provide notice on all subsequent billing statements until the service is abandoned. Where the Company is performing billing services for a Certified Supplier, the Company must provide this notice on the billing statement and the Charge for this service is described in the Certified Supplier Charges.

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

Certified Suppliers utilizing the Company Consolidated and Bill-Ready Billing option are provided space on the Company's invoice where bill messages may be inserted monthly, as described in Section 10.9 herein.

10.12. Setting up Certified Supplier Logos on the Company's Consolidated Bill

Certified Suppliers using the Company's Consolidated Billing options may provide their logo for display on the Company's bill via methods defined by the Company. The Certified Supplier will receive the test results after the logo is entered into the billing system and tested. The Certified Supplier will then be required to authorize the Company to begin displaying the logo on bill prior to the Company activating this service.

- a) The Company will provide all Commission certified and Company enrolled Certified Suppliers who request this service with system requirements and Record Layouts needed to perform this function.
- b) The Certified Supplier will be responsible for creating the logo and verifying that the logo is properly displayed on the Company's consolidated bill.
- c) The approved logo must be in production within the Company's billing system before a bill to an End-use Customer displays the logo. In production means that the logo is in the Company's billing system, tested by the Company, and test results approved by the Certified Supplier.
- d) Charges for this service are listed in this tariff.

Filed pursuant to an Order dated February 25, 2015 in Case No. 14-2128-UNC before the Public Utilities Commission of Ohio.

Issued: August 10, 2015

Effective: August 10, 2015

Issued by James P. Henning, President

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

11.1. Payments

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

11.2. Payment Processing

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

11.3. End-use Customers in Arrears

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

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

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

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

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

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

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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

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

11.4. Disconnection of Service

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

11.5 Transfer of End-use Customer Deposit

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

11.6 Purchase of Accounts Receivable (PAR)

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

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

SECTION XII
CERTIFIED SUPPLIER BILLING TERMS AND CONDITIONS

12.1. Billing and Payments

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

12.2. Late Payment Charges

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

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

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

SECTION XIII
LOAD PROFILING AND FORECASTING

13.1. Generic Load Profiles

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

13.2. Load Profile Updates

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

13.3. Certified Supplier Daily Forecasting Process

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

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

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THIS SHEET IS HEREBY CANCELLED AND WITHDRAWN

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

SECTION XIV METER DATA MANAGEMENT

14.1. Meter Data Collection

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

14.2. Monthly-Metered End-use Customers

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

14.3. Interval-Metered End-use Customers

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

**SECTION XV
TRANSMISSION SCHEDULING AGENTS**

15.1. Participation through a Transmission Scheduling Agent

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

15.2. Designation or Change of a Transmission Scheduling Agent

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

15.3. Scheduling and Settlement through a Transmission Scheduling Agent

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

SECTION XVI
CONFIDENTIALITY OF INFORMATION

16.1 Generally

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

16.2 Disclosure of Confidential Information

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

16.3 Use of Confidential Information

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

16.4 Exclusive Property

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

16.5 Breach of Confidentiality

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

16.6 Rights of the Parties

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

16.7 Applicability

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

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

17.1. Notice of Voluntary Withdrawal to the Company

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

17.2. Notice to End-use Customers

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

17.3. Costs for Noncompliance

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

17.4. Breach of Contract

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

**SECTION XVIII
LIABILITY**

18.1. General Limitation on Liability

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

18.2. Limitation on Liability for Service Interruptions and Variations

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

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

19.1 Default

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

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

19.2 Notice of Suspension or Termination

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

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

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

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

19.3. Suspension

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

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

19.4. Effect of Suspension

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

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

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

19.6. Effect of Termination on Certified Supplier

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

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

Issued: May 18, 2015

Effective: June 1, 2015

Issued by James P. Henning, President

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

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

19.7. Survival of Obligations

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

Filed pursuant to an Order dated April 2, 2015 in Case No. 14-841-EL-SSO before the Public Utilities Commission of Ohio.

Issued: May 18, 2015

Effective: June 1, 2015

Issued by James P. Henning, President

SECTION XX
ALTERNATIVE DISPUTE RESOLUTION

20.1. Alternative Dispute Resolution Procedure

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

SECTION XXI MISCELLANEOUS

21.1. Notices

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

21.2. No Prejudice of Rights

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

21.3. Assignment

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

21.4. Governing Law

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

21.5. Effect of Future Orders

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

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

**RATE CS
CERTIFIED SUPPLIER CHARGES**

APPLICABILITY

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

TYPES OF CHARGES

General Certified Supplier Fees

Certified Supplier Registration Fee	\$145.00
End-use Customer Enrollment/Switching Fee (Excludes Governmental Aggregation enrollments/switches)	\$ 5.00/Switch
Pre-Enrollment End-use Customer Information List Fee (Issued quarterly)	\$150.00/List
Fee for Submitting Required Market Monitoring Reports for Certified Suppliers	\$155.00/Submission
Fee for Setting Up a New or Revised Certified Supplier Logo on the Company's Bill	\$250.00/Setup

Customer Usage Request Charges

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

Bill Preparation and Request Charges

Consolidated Bill Preparation

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

Other Bill Preparation Requests

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

BILLING TERMS AND CONDITIONS

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

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

Filed pursuant to an Order dated February 15, 2015 in Case No. 14-2128-EL-UNC before the Public Utilities Commission of Ohio.

Issued: August 10, 2015

Effective: August 10, 2015

Issued by James P. Henning, President

**RATE CSMS
CERTIFIED SUPPLIER METER SERVICE CHARGES**

APPLICABILITY

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

TYPE OF SERVICE

Meter Testing Charges

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

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

Special Meter Reading Requests

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

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

BILLING TERMS AND CONDITIONS

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

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

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

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P.U.C.O. Electric No. 20
Sheet No. 54.2
Cancels and Supersedes
Sheet No. 54.1
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THIS SHEET IS HEREBY CANCELLED AND WITHDRAWN

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

Issued: December 19, 2011

Effective: January 1, 2012

Issued by Julie Janson, President

Certified Supplier Service Agreement

This CERTIFIED SUPPLIER SERVICE AGREEMENT (Agreement) dated as of September, 3, 2010 is between and among Duke Energy Shared Services Inc. on behalf of Duke Energy Ohio, Inc. ("Duke Energy Ohio"), having its principal place of business at 139 East Fourth Street, Cincinnati, Ohio 45202 and Direct Energy Services, LLC ("Certified Supplier"), having its principal place of business at 12 Greenway Plaza, Suite 600, Houston, Tx 77046. Duke Energy Ohio and Certified Supplier are collectively the Parties and each individually is a Party to the Agreement.

WHEREAS, Certified Supplier intends to enter into an agreement with Duke Energy Ohio in order to participate in Duke Energy Ohio's Customer Choice Program, in order for Certified Supplier to supply electricity to its customers located within Duke Energy Ohio's service territory, subject to the terms and conditions set forth in Duke Energy Ohio's tariff P.U.C.O. Electric No. 20, as currently in effect and as may be amended from time to time (Certified Supplier Tariff); and

WHEREAS, Duke Energy Ohio intends to provide services to Certified Supplier under the terms and conditions of the Certified Supplier Tariff; and

WHEREAS, the Parties wish to establish the terms and conditions under which the Certified Supplier will participate in Duke Energy Ohio's Customer Choice Program; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the Parties agree as follows:

ARTICLE I

Definitions

For purposes of interpreting this Agreement, the terms contained herein shall have the same definitions and meanings as those contained within Duke Energy Ohio's Certified Supplier Tariff.

ARTICLE II

Term

This Agreement shall commence on the date it is signed by the Parties and, subject to Certified Supplier's compliance with the terms and conditions of this Agreement and the Certified Supplier Tariff and maintaining certification in good standing with the

Commission, shall continue in effect for a primary term of twelve (12) months. This Agreement shall continue in effect month to month thereafter, subject to Certified Supplier's compliance with the terms and conditions of this Agreement and the Certified Supplier Tariff and maintaining certification in good standing with the Commission, unless terminated by either Party upon at least ninety (90) days advance written notice.

ARTICLE III

Requirements for Program Participation

Duke Energy Ohio shall have the right to establish reasonable financial and performance standards for participation in its Customer Choice Program, provided that it does so on a non-discriminatory basis. Certified Supplier agrees, at all times, to comply with Section VI, Credit Requirements, contained in the Certified Supplier Tariff.

If Certified Supplier's participation in Duke Energy Ohio's Customer Choice Program terminates for any reason, Certified Supplier shall maintain any and all financial security instruments that Certified Supplier was required to provide pursuant to Section VI, Credit Requirements, contained in the Certified Supplier Tariff, until such time as both Parties have fully satisfied and discharged all of their claims against each other and obtained a written release from each other of their mutual obligations.

Certified Supplier agrees to fully comply at all times with the terms and conditions of this Agreement and the Certified Supplier Tariff and to maintain certification in good standing with the Commission.

ARTICLE IV

Full Requirements Service

Certified Supplier agrees to supply the full service electrical requirements for its customers in Duke Energy Ohio's Customer Choice Program as required under the Certified Supplier Tariff. In doing so, it is also the responsibility of the Certified Supplier to comply with the requirements of the Midwest ISO's Transmission and Energy Markets Tariff.

ARTICLE V

Transmission Scheduling Agent (TSA)

Certified Supplier shall be entitled to schedule its own power for delivery to End-use Customer if Certified Supplier is an eligible transmission customer and Market Participant under the terms of the MISO TEMT. In all other cases, Certified Supplier shall retain the services of an eligible transmission customer under the MISO TEMT.

Whether the Certified Supplier performs scheduling for itself or uses the services of an eligible transmission customer, the Certified Supplier shall be required to complete a Transmission Scheduling Agent Designation Agreement.

The Parties agree that the TSA shall be the sole point of contact for The Midwest ISO and for Duke Energy Ohio on all matters relating to services performed under the MISO TEMT.

Certified Supplier agrees that all actions or inactions of the TSA relating to services performed under the Certified Supplier Tariff and MISO TEMT to serve Certified Supplier's End-use Customers in Duke Energy Ohio's Customer Choice Program shall be imputed to Certified Supplier.

ARTICLE VI

Back-up Generation Service

If the Certified Supplier/TSA relationship is terminated and a new TSA has not begun to perform services under the MISO TEMT for Certified Supplier within the time limits specified in the Certified Supplier Tariff, Duke Energy Ohio agrees to supply and Certified Supplier agrees to take Back-up Generation Service under the terms and conditions of Rate BUG in the Certified Supplier Tariff.

ARTICLE VII

Credit

Duke Energy Ohio reserves the right to review Certified Supplier's credit worthiness at any time. Duke Energy Ohio may require Certified Supplier to post new or additional collateral at any time in order to enhance, restore or maintain Duke Energy Ohio's credit protection due to events including but not limited to market movement in the wholesale cost of power, degradation of a Certified Supplier's credit rating, impairment of a Certified Supplier's ability to pay its obligations, or failure to schedule adequate power to serve the Certified Supplier's End-use Customers. Certified Supplier shall satisfy Duke Energy Ohio's request for adequate security or adequate assurance of payment within three (3) business days of Duke Energy Ohio's request.

ARTICLE VIII

Supply Co-Management

The Parties acknowledge their responsibility to cooperate with each other to assure that Certified Supplier's End-use Customers receive reliable electric energy service. The Parties further agree to cooperate with each other whenever it becomes

necessary to switch any of Certified Supplier's End-use Customers to Duke Energy Ohio's standard service offer.

ARTICLE IX

Retail Energy Imbalance Service

The TSA must take service under the MISO TEMT, as a Market Participant, listing the switched load they represent, in Duke Energy Ohio, as an asset. Real time Load Balancing will be a function of the Midwest Market, and will be managed through Market Settlements with the MISO. When registering the aforementioned switched load as a market asset, the TSA will designate Duke Energy Shared Services as their meter Data Management Agent.

ARTICLE X

Billing Services and Obligations

Certified Supplier shall select one of the following billing options for each End-use Customer prior to initiating service to the End-use Customer: (1) separate billing by Duke Energy Ohio and the Certified Supplier; and (2) Consolidated and Rate Ready Billing by Duke Energy Ohio. Duke Energy Ohio will provide billing services to Certified Supplier in accordance with Section X, Billing Services and Obligations of the Certified Supplier Tariff and will use its best efforts to provide the additional billing services described in the stipulation of settlement in Case No. 99-1658-EL-ETP by the target dates set forth therein.

ARTICLE XI

Payment

Duke Energy Ohio shall submit monthly invoices to Certified Supplier for services rendered under this Agreement and the Certified Supplier Tariff. The invoices shall include charges for services rendered during the preceding month, unpaid charges for services rendered from prior months and late payment charges. Certified Supplier shall pay the invoice within ten (10) days of receipt. Payment shall be made in immediately available funds payable to Duke Energy Ohio or via electronic funds transfer. Duke Energy Ohio shall add a late payment charge of one and one-half (1½%) per month to any past due charges.

If Certified Supplier defaults and is terminated from Duke Energy Ohio's Customer Choice Program and Duke Energy Ohio is performing consolidated billing of Certified Supplier's End-use Customers, Duke Energy Ohio reserves the right to retain (as setoff) payments collected on behalf of the Certified Supplier against Duke Energy Ohio's charges to the Certified Supplier.

ARTICLE XII

Default, Suspension, Cancellation and Termination, Remedies

A Certified Supplier is in default of its obligations under Duke Energy Ohio's Customer Choice Program if any of the following occur, as set forth in Section 20.1(A) of Duke Energy Ohio's Certified Supplier Tariff:

- a) Notice is received that the Certified Supplier/TSA relationship is terminated and either (1) the Certified Supplier fails to designate a new TSA within five (5) business days or (2) the new entity acting as TSA fails to begin scheduling power within ten (10) business days of such new designation;
- b) the Certified Supplier fails to fully pay an invoice from Duke Energy Ohio for services rendered under this Agreement within three (3) business days following the due date of the invoice;
- c) the Certified Supplier's credit exposure exceeds the unsecured credit limit or Duke Energy Ohio's current collateral enhancement requirement by 5% or more and the Certified Supplier has failed to comply with Duke Energy Ohio's request for adequate security or adequate assurance of payment within three (3) business days of Duke Energy Ohio's request;
- d) the Commission has de-certified the Certified Supplier or otherwise declared it ineligible to participate in the Ohio Customer Choice Program or Duke Energy Ohio's Customer Choice Program;
- e) the Certified Supplier's action or inaction has or will jeopardize the operational integrity, safety or reliability of Duke Energy Ohio's transmission or distribution system;
- f) the Certified Supplier voluntarily withdraws from Duke Energy Ohio's Customer Choice Program without providing at least ninety (90) calendar days notice to Duke Energy Ohio;
- g) the Certified Supplier has filed a voluntary petition in bankruptcy, has had an involuntary petition in bankruptcy filed against it, is insolvent, has had a receiver, liquidator or trustee appointed to take charge of its affairs, or the Certified Supplier's liabilities exceeds its assets, or the Certified Supplier is otherwise unable to pay its debts as they become due.

In the event of default pursuant to this Agreement, Duke Energy Ohio shall have

the discretion to temporarily suspend or completely terminate this Agreement, in addition to all other remedies available to Duke Energy Ohio. Suspension or termination shall be pursuant to the terms and conditions of Section XX of Duke Energy Ohio 's Certified Supplier Tariff for Default, Suspension and Termination of a Certified Supplier incorporated herein by reference.

In the event of suspension or termination of this Agreement, the Certified Supplier's End-use Customers shall be returned to Duke Energy Ohio's Standard Offer Rate effective on each End-use Customer's next Meter Read Date after the date of termination and shall be subject to any applicable minimum stay requirement, unless the End-use Customer selects another Certified Supplier or rate offered by Duke Energy Ohio as an alternative to the minimum stay.

Duke Energy Ohio shall notify the Certified Supplier, Commission, and Staff in writing in reasonable detail and with a proposed remedy ten (10) business days in advance of any suspension or termination pursuant to Section 20.1 of the Certified Supplier Tariff, except for a suspension or termination due to non-delivery of power. The notice shall state the reason why Duke Energy Ohio seeks to suspend or terminate the Certified Supplier and propose a remedy to the default. Duke Energy Ohio shall send the notice to the address and fax number provided by the Certified Supplier in its Certified Supplier Service Agreement. Certified Supplier shall be entitled to file a complaint with the Commission regarding any suspension or termination.

Simultaneously or at any time after the written notice of Duke Energy Ohio 's intent to terminate or suspend this Agreement pursuant to Section 20.1 of Duke Energy Ohio 's Certified Supplier Tariff, Duke Energy Ohio shall file a written request with the Commission for authorization to suspend or terminate this Agreement. If the Commission does not act within ten (10) business days upon receipt of the request, the termination or suspension shall be effective on the eleventh (11th) business day after the date of the notice.

Duke Energy Ohio shall notify the Certified Supplier, Commission, and Staff in writing in reasonable detail and with a proposed remedy five (5) business days in advance of any suspension or termination for non-delivery of power pursuant to Section XX of the Certified Supplier Tariff. The notice shall state the reason why Duke Energy Ohio seeks to suspend or terminate the Certified Supplier and propose a remedy to the default. Duke Energy Ohio shall send the notice to the address and fax number provided by the Certified Supplier in its Certified Supplier Service Agreement. Certified Supplier shall be entitled to file a complaint with the Commission regarding any suspension or termination.

Simultaneously, or at any time after the written notice of Duke Energy Ohio 's intent to terminate or suspend this Agreement for non-delivery of power pursuant to Section XX of Duke Energy Ohio 's Certified Supplier Tariff, Duke Energy Ohio shall file a written request with the Commission for authorization suspend or terminate this

Agreement. If the Commission does not act within five (5) business days upon receipt of the request, the termination or suspension shall be effective on the sixth (6th) business day after the date of the notice.

If Duke Energy Ohio files a written request with the Commission for authorization to suspend or terminate this Agreement and the Commission takes action, the suspension or termination shall be effective on the date of any Commission Order that authorizes Duke Energy Ohio to suspend or terminate the Agreement.

Suspension or termination of a Certified Supplier to this Agreement for any reason shall not relieve the Company or the Certified Supplier from performing any other obligations under the Certified Supplier Tariff or this Agreement.

Duke Energy Ohio shall also be entitled to suspend or cancel this Agreement if the Commission or any court with authority over Duke Energy Ohio issues any order that either delays the start-up, suspends or terminates Duke Energy Ohio's Customer Choice Program or the Certified Supplier.

Upon cancellation of this Agreement, all amounts due under the Certified Supplier Tariff and this Agreement shall be immediately due and payable. The liquidated damages, termination rights, cancellation rights and payments due under the Certified Supplier Tariff and this Agreement for non-performance shall be Duke Energy Ohio's and Certified Supplier's sole and exclusive remedies for such non-performance. In no event shall either Party be liable for special, incidental, exemplary, punitive, indirect or consequential damages, including but not limited to loss of profit or revenue, cost of capital, cost of substitute products or services, downtime, costs or claims for damages by third parties against Duke Energy Ohio or Certified Supplier. This applies regardless of the legal theory upon which the claims are based, whether the legal theory is breach of contract, breach of warranty, tort (including negligence and strict liability) or any other theory of liability.

ARTICLE XIII

Force Majeure

Neither Party shall be liable in damages to the other, except for the actual delivered costs, plus losses, of replacement supplies, for any act, omission, or circumstance occasioned by or in consequence of any Acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, storms, floods, washouts, civil disturbances, explosions, breakage, or accident to machinery or transmission and distribution systems, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence such Party is unable to prevent or overcome. Failure to

prevent or settle any strike or strikes shall not be considered to be a matter within the control of the Party claiming suspension.

Such causes or contingencies affecting the performance hereunder by either Party hereto, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve Certified Supplier from its obligations to make payments of amounts due under the Certified Supplier Tariff or this Agreement.

Failure to purchase power supplies or transmission service for economic reasons shall not be considered force majeure.

ARTICLE XIV

Title to Power

Certified Supplier warrants that it will have good and clear title to all power delivered to Duke Energy Ohio hereunder, and that such power will be free and clear of all liens, encumbrances, and claims whatsoever, and that Certified Supplier will indemnify Duke Energy Ohio, and save it harmless from all suits, actions, debt, accounts, damages, costs, losses and expenses arising from or out of a breach of such warranty.

ARTICLE XV

Limitation of Third Party Rights

This Agreement is entered into solely for the benefit of Duke Energy Ohio and Certified Supplier and is not intended and should not be deemed to vest any rights, privileges or interests of any kind or nature to any third party, including, but not limited to Certified Supplier's End-use Customers.

ARTICLE XVI

Amendment

This Agreement may be amended only by a written agreement signed by the Parties, except that any amendment or revision to the Certified Supplier Tariff shall be automatically incorporated herein, as of the effective date of the amendment or revision to the Certified Supplier Tariff.

ARTICLE XVII

Succession and Assignment

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto. Neither Party may assign this Agreement, however, in whole or in part, without the prior written approval of the non-assigning Party. Written consent to assignment shall not be unreasonably withheld.

ARTICLE XVIII

Applicable Law and Regulations

This Agreement shall be construed under the laws of the State of Ohio and shall be subject to all valid applicable State, Federal and local laws, rules, orders and regulations. Nothing herein shall be construed as divesting or attempting to divest any regulatory body of any of its rights, jurisdiction, powers or authority conferred by law.

ARTICLE XIX

Entire Agreement

This Agreement constitutes the entire agreement between the Parties and all prior discussions and documents exchanged between the Parties concerning the subject matter of this Agreement are merged and incorporated into this Agreement.

ARTICLE XX

Notices and Correspondence

All notices and correspondence provided for under this Agreement, the EDI Trading Partner Agreement, and the TSA Designation Agreement shall be sent to the following:

To the Certified Supplier:

Direct Energy Services LLC
2225 Sheppard Ave. E., Atrium III
Toronto, ON M2J 5C2 Canada

With copy to:

Direct Energy
Pat Otto
12 Greenway Plaza, Suite 600
Houston, TX 77046
Phone: 713-877-3503
Patricia.otto@directenergy.com

Attn: Elie Pena
Title: Manager Utility Oper. US North
Telephone: 416-718-5933
Facsimile: 866-863-1658
Internet email: Elie.Pena@directenergy.com


To Duke Energy Ohio:

Certified Supplier Business Center
P. O. Box 960
Mail Location: EY575
Cincinnati, OH 45201-0960
Telephone: 513-287-2322
Facsimile: 513-287-2718
Internet e-mail: csbc@duke-energy.com

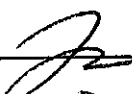
Either Party may change its address for receiving notices effective upon receipt, by written notice to the other Party.

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed in their names by their respective duly authorized officials, as of the 3rd day of September, 2000.

Duke Energy Ohio

By: 
JAMES R. RAINIER Vp REVENUE SERVICES

For the Certified Supplier Direct Energy Services, LLC

By: 
Teri French, Director, Operations & Execution

In The Matter Of:
Direct Energy Business v.
Duke Energy Ohio

Timothy Abbott
April 28, 2015

On-Time Reporting

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BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

- - -

DIRECT ENERGY BUSINESS, LLC,	:	
	:	
Complainant,	:	
	:	
-vs-	:	CASE NO. 14-1277-EL-CSS
	:	
DUKE ENERGY OHIO, INC.,	:	
	:	
Respondent.	:	

- - -

DEPOSITION OF: TIMOTHY ABBOTT

TAKEN: By the Complainant

DATE: April 28, 2015

TIME: Commencing at 12:00 p.m.

PLACE: Duke Energy
139 East Fourth Street
Cincinnati, Ohio 45202

REPORTER: IRENE D. DONNER, RPR-RMR
Notary Public-State of Ohio

- - -

1 APPEARANCES:

2 On behalf of the Complainant:

3 GERIT F. HULL, ESQ. (via telephone)
4 Eckert Seamans Cherin & Mellott, LLC
1717 Pennsylvania Avenue, Suite 1200
5 Washington D.C. 20006

6 On behalf of the Respondent:

7 AMY B. SPILLER, ESQ.
8 Duke Energy
139 East Fourth Street
Cincinnati, Ohio 45202

9 Also Present:

10 Joseph Clark (via telephone)

11 - - -

12 S T I P U L A T I O N S

13 It is stipulated by and among counsel for the
14 respective parties that the deposition of TIMOTHY
15 ABBOTT, a witness herein, called as upon
16 cross-examination by the Complainant, may be taken at
17 this time and place pursuant to the Public Utilities
18 Commission of Ohio Rules of Civil Procedure and Notice
19 of Deposition as to time and place of taking said
20 deposition; that the deposition was recorded in
21 stenotype by the court reporter, Irene D. Donner,
22 RPR-RMR, and transcribed out of the presence of the
23 witness; and that said deposition is to be submitted to
24 the witness for examination and signature.

25 - - -

I N D E X

PAGE

TIMOTHY ABBOTT

Cross-Examination by Mr. Hull 4

- - -

Timothy Abbott

4

1 TIMOTHY ABBOTT,
2 of lawful age, a witness herein, being first duly sworn
3 on oath to depose the truth, the whole truth and
4 nothing but the truth, as hereinafter certified, was
5 examined and deposed as follows:

6 CROSS-EXAMINATION

7 BY MR. HULL:

8 Q All right. I'm Gerit Hull from Eckert
9 Seamans. I'm representing Direct Energy Business in
10 this matter. And we also have Joseph Clark, who is an
11 attorney in-house with Direct Energy on the line.
12 We're here today for the deposition of Timothy Abbott
13 from Duke Energy. And I guess the first question for
14 Mr. Abbott is have you ever been deposed previously?

15 A No.

16 Q I guess, for the record, I'd like to
17 note that this is a telephone deposition and the court
18 reporter is in the room with the witness and counsel
19 for Duke Energy is there as well.

20 Mr. Abbott, if there is at any point
21 you can't hear what I'm saying very well, I'm happy
22 to restate it. Please just let me know and we'll do
23 that.

24 A Okay.

25 Q If you need a break, just let us know

Timothy Abbott

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1 and we'll accommodate that after an answer to any
2 pending question. Would you tell me, please, what
3 documents you have brought with you today?

4 A I didn't bring any documents with me.

5 Q Okay. Have you received the Notice of
6 Deposition with your name on it?

7 A I didn't receive it. Amy showed it or
8 my counsel showed it to me yesterday.

9 Q All right. Could you tell me your
10 position with Duke Energy?

11 A I'm a director of System Operations
12 Services.

13 Q And that isn't with Duke Energy Ohio,
14 Inc., is it? It's a different corporate entity, right?

15 A It's with Duke Energy. I have
16 responsibilities across the enterprise.

17 Q Would you tell me about those, please?

18 A I have responsibilities for tariff
19 administration for Duke Energy, I have responsibilities
20 for NERC compliance, support for system operations
21 within Duke Energy, energy accounting, and also
22 coordination of our transmission owner relationships
23 with MISO and PJM.

24 Q And how long have you been in this
25 current position?

Timothy Abbott

6

1 A If memory serves me correctly, since
2 August of 2012.

3 Q And before that, what was the title of
4 your prior position?

5 A Prior to that, as I recall, I would
6 have been manager of System Operations.

7 Q And could you tell me how your
8 position relates to the positions at Duke of the
9 current position of Dana Adams?

10 A Dana is one of my direct reports. She
11 is a manager within my department.

12 Q And how about Jennifer Seamon?

13 A Jennifer Seamon is, you know, not
14 within my department. She is in the metering
15 department, as I understand it.

16 Q And how about Dan Jones?

17 A Dan Jones, there again, doesn't report
18 to me. Dan is in the certified supplier business
19 center.

20 Q Mr. Abbott, are you familiar with
21 Duke's certified supplier tariff?

22 A Generally, yes.

23 Q What is your understanding of the role
24 of the meter data management agent or MDMA that is
25 referenced in that tariff?

Timothy Abbott

7

1 A The role of the meter data management
2 agent is essentially to submit meter data to PJM.

3 Q And what business unit at Duke
4 performs the meter data management agent function for
5 Duke Energy Ohio?

6 A I mean, the submission of data, just
7 the act of submitting data to PJM happens within my
8 group and Duke Energy business services, I suppose it
9 is.

10 Q And is that the same for CRES
11 providers, Competitive Retail Electric Service
12 providers' data as it would be for Duke Energy as the
13 standard operating service provider?

14 MS. SPILLER: I'm going to object to
15 the form of the question. Do you understand
16 the question?

17 Q Is there a difference between who
18 performs the MDMA function depending on whether the
19 data is coming related to CRES load or SOS (sic) load?

20 A No.

21 MS. SPILLER: And I'm going to object
22 to the form, Gerit. I think you said SOS load.

23 MR. HULL: That's what I said.

24 MS. SPILLER: I think you mean SSO?

25 MR. HULL: Yes. Thank you.

Timothy Abbott

8

1 MS. SPILLER: Okay.

2 BY MR. HULL:

3 Q So is the MDMA responsible for reading
4 the meters then, Mr. Abbott?

5 A Not as -- No.

6 Q They just send the data to PJM?

7 A That's correct.

8 Q Okay. And what group at Duke reads
9 the meters?

10 A That would be, in my jargon, the
11 metering department. I'm not certain it's a specific
12 name, but --

13 Q Do you know if those arrangements have
14 changed since 2013, February, January?

15 A What would -- I don't understand,
16 honestly. What would those arrangements refer to?

17 Q That the metering department reads the
18 meters and that the MDMA sends the data off to PJM?

19 A No, my belief would be those
20 arrangements in that since have not changed.

21 Q Do you know what the MDMA at Duke does
22 to make sure that the meter data sent to PJM is
23 accurate?

24 A Well, the meter data the MDMA receives
25 or the meter data my department receives has undergone

1 validation by what I'm referring to as the metering
2 department.

3 Q Can you tell me what they do when they
4 perform validation?

5 A Not specifically. I just know that
6 they have a process whereby some, you know, statistical
7 analysis, as I understand it, is performed and they
8 determine the quality of the data. And I think there
9 are also -- there again, this is my understanding --
10 there are validation codes that come with the data from
11 the meter that, you know, can be utilized to determine
12 some part of the quality.

13 Q Could you tell me what you know about
14 a validation code, please?

15 A The one I know of would be there is a
16 code, as I recall, for a missing interval, meaning just
17 simply data is missing.

18 Q And in that sense, interval means
19 interval meter data?

20 A Interval means a period of time.

21 Q So if there was data missing for a
22 period of time, there would be some indicator possibly?

23 A That's my understanding.

24 Q Do you know if Duke has a process for
25 addressing the CRES providers' concerns, if they have

Timothy Abbott

10

1 any, about meter data?

2 A Yes.

3 Q Could you tell me about that?

4 A If a CRES has a concern about meter
5 data, you know, relative to Duke, the process would be
6 they contact the Certified Supplier Business Center.

7 Q And what is the Certified Supplier
8 Business Center?

9 A What is the Certified Supplier
10 Business Center? Was that the question?

11 Q Yes.

12 A The Certified Supplier Business Center
13 is the part of Duke that has the responsibility for the
14 relationship with the CRES provider.

15 Q And what does their process involve
16 when they get a concern from a CRES provider; do you
17 know?

18 A No.

19 Q Do you know if SunCoke was properly
20 billed by Duke for standard offer service in 2012?

21 A I believe it was. I have not checked
22 on that.

23 Q But you didn't hear of any complaints
24 from SunCoke?

25 A No.

Timothy Abbott

11

1 Q Are you familiar with SunCoke's
2 Middletown, Ohio facility?

3 A I'm familiar with the facility. I'm
4 struggling. I have not been there, if that's what
5 you're asking. I'm familiar with its existence and
6 some information about it.

7 Q Sure. Can you just tell me at eye
8 level of what you think they do there?

9 A They make coke, essentially roast coal
10 to make coke for steel mills.

11 Q And they use a fair amount of
12 electricity doing that, right?

13 A That's my understanding, yes.

14 Q And they also have an electric
15 generator there?

16 A Yes.

17 Q Do you have a sense of how, size-wise,
18 capacity-wise, how large that generator is?

19 MR. CLARK: I'm sorry, this is Joe. I
20 just wanted to chime in. I don't know if we
21 need to go into the confidential portion of the
22 record now.

23 MR. HULL: Okay. Yes, let's have the
24 court reporter mark the transcript, begin
25 confidential, please.

Timothy Abbott

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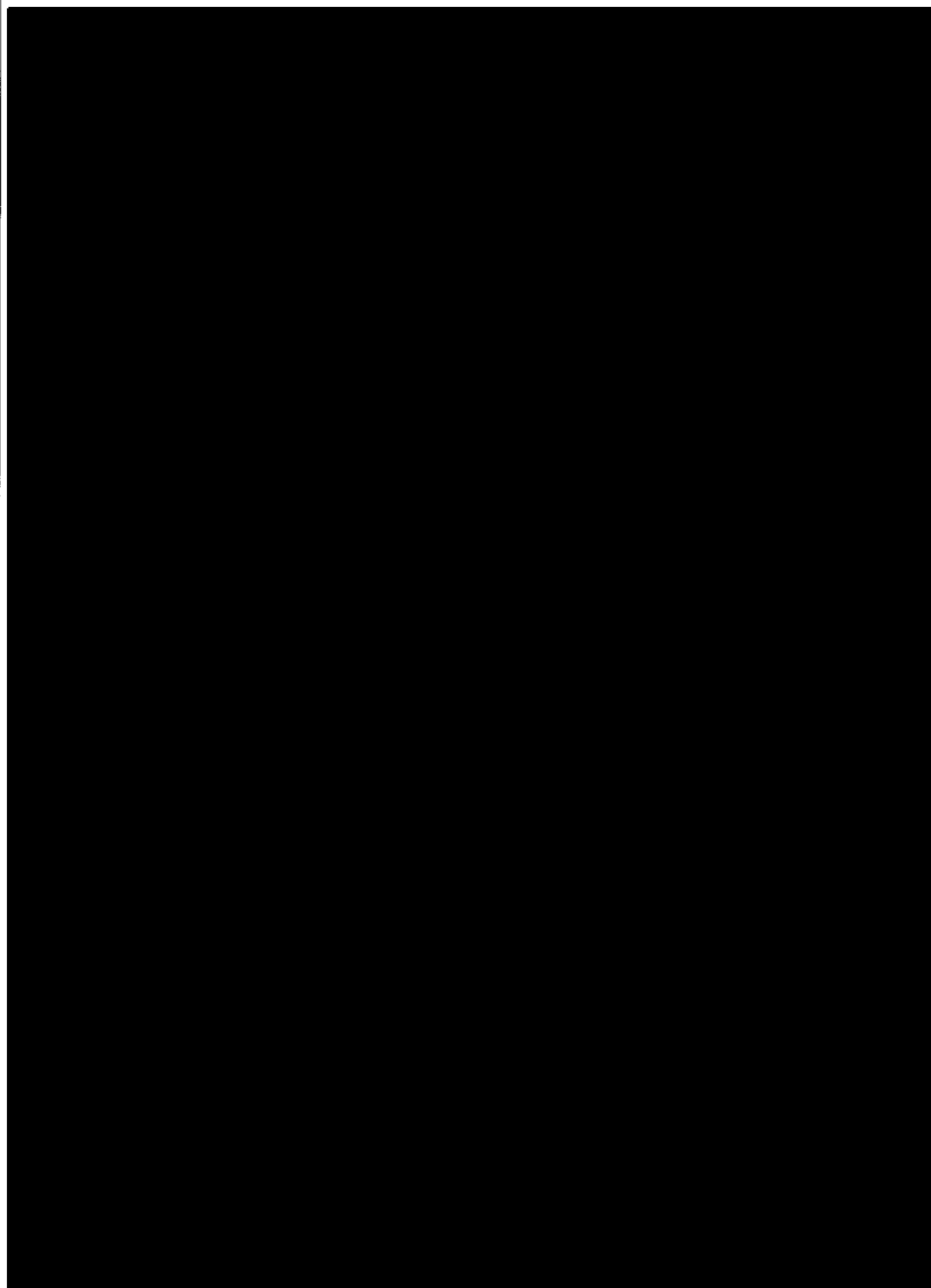
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Timothy Abbott

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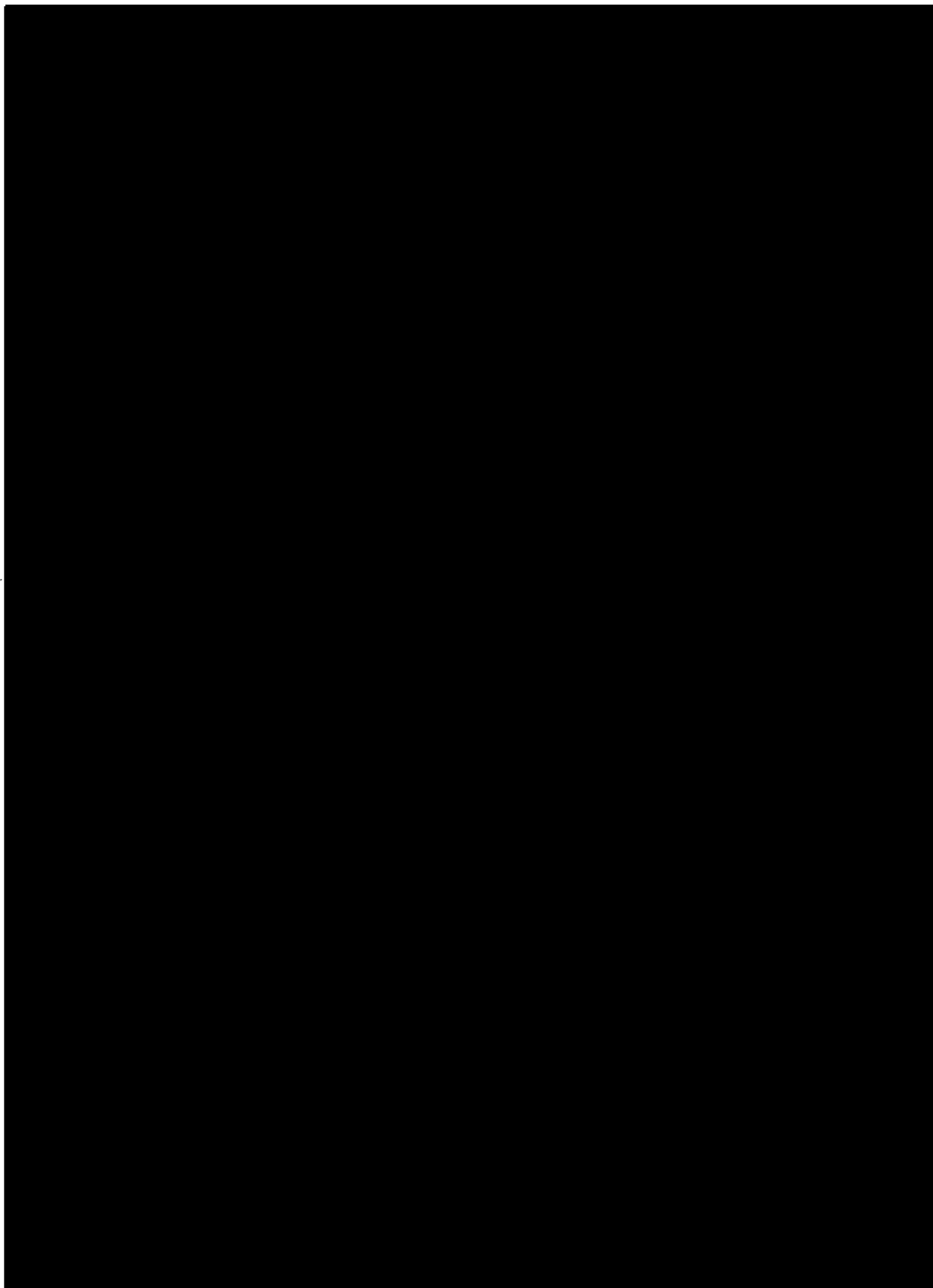
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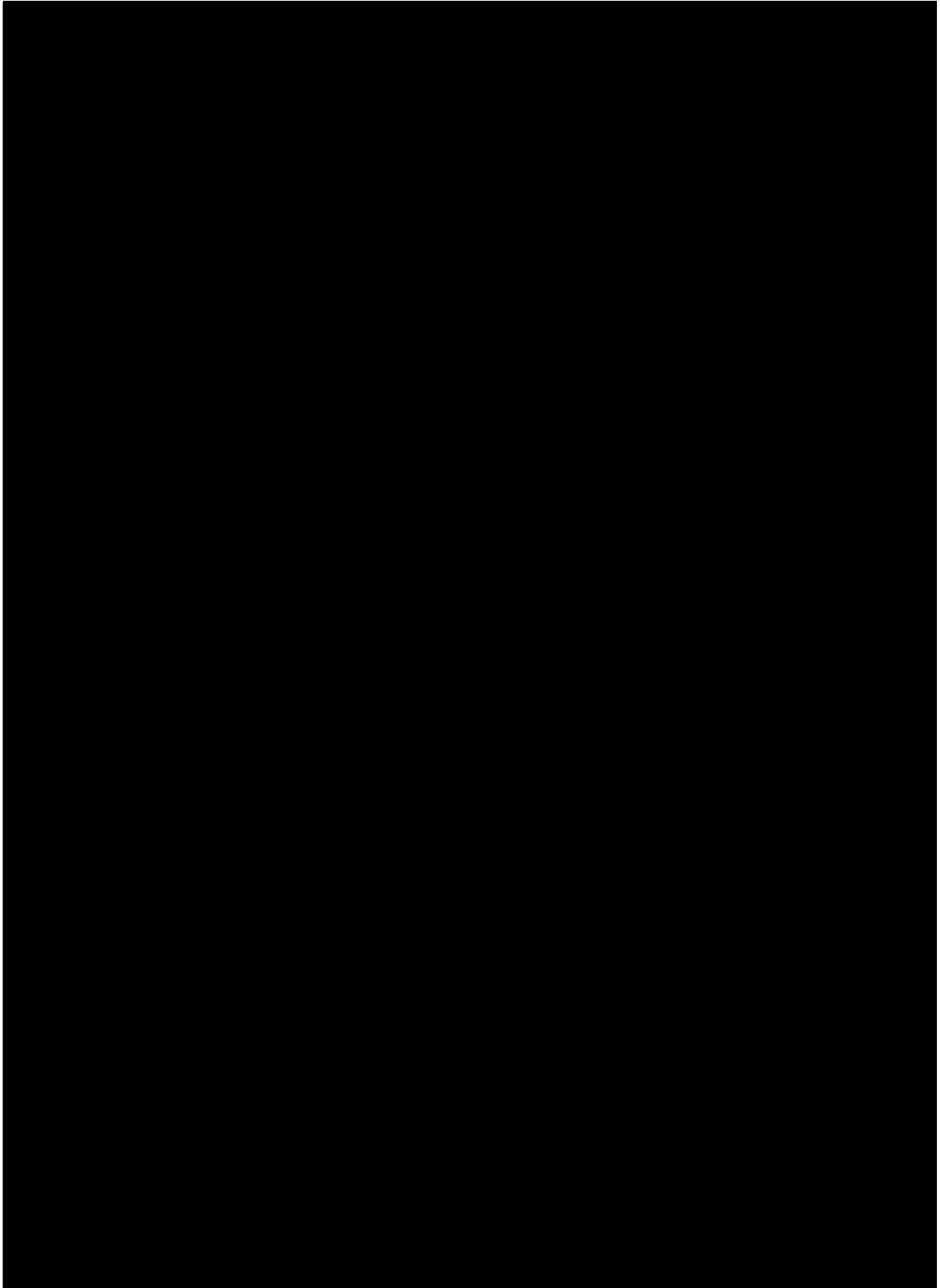
Timothy Abbott

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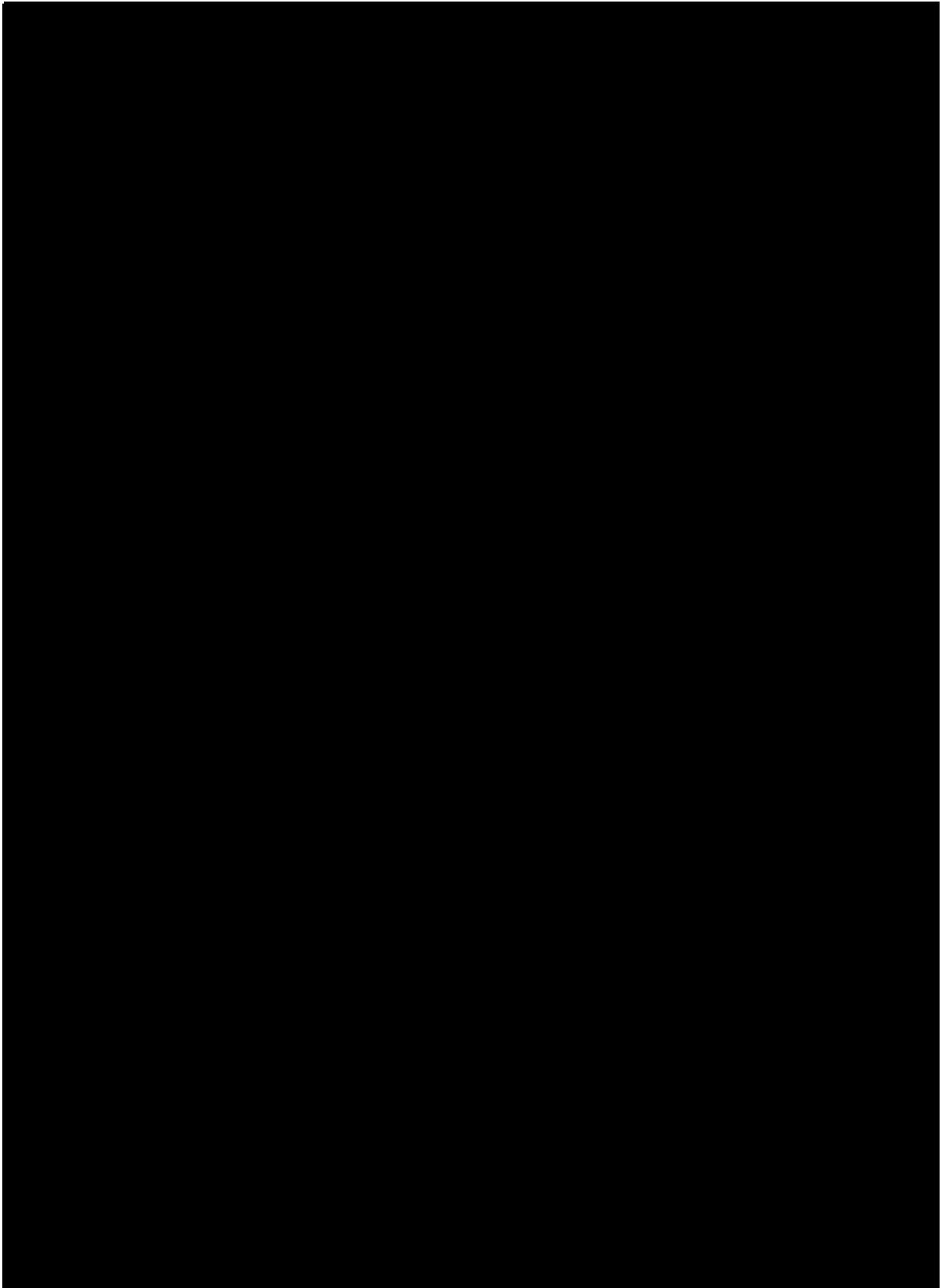
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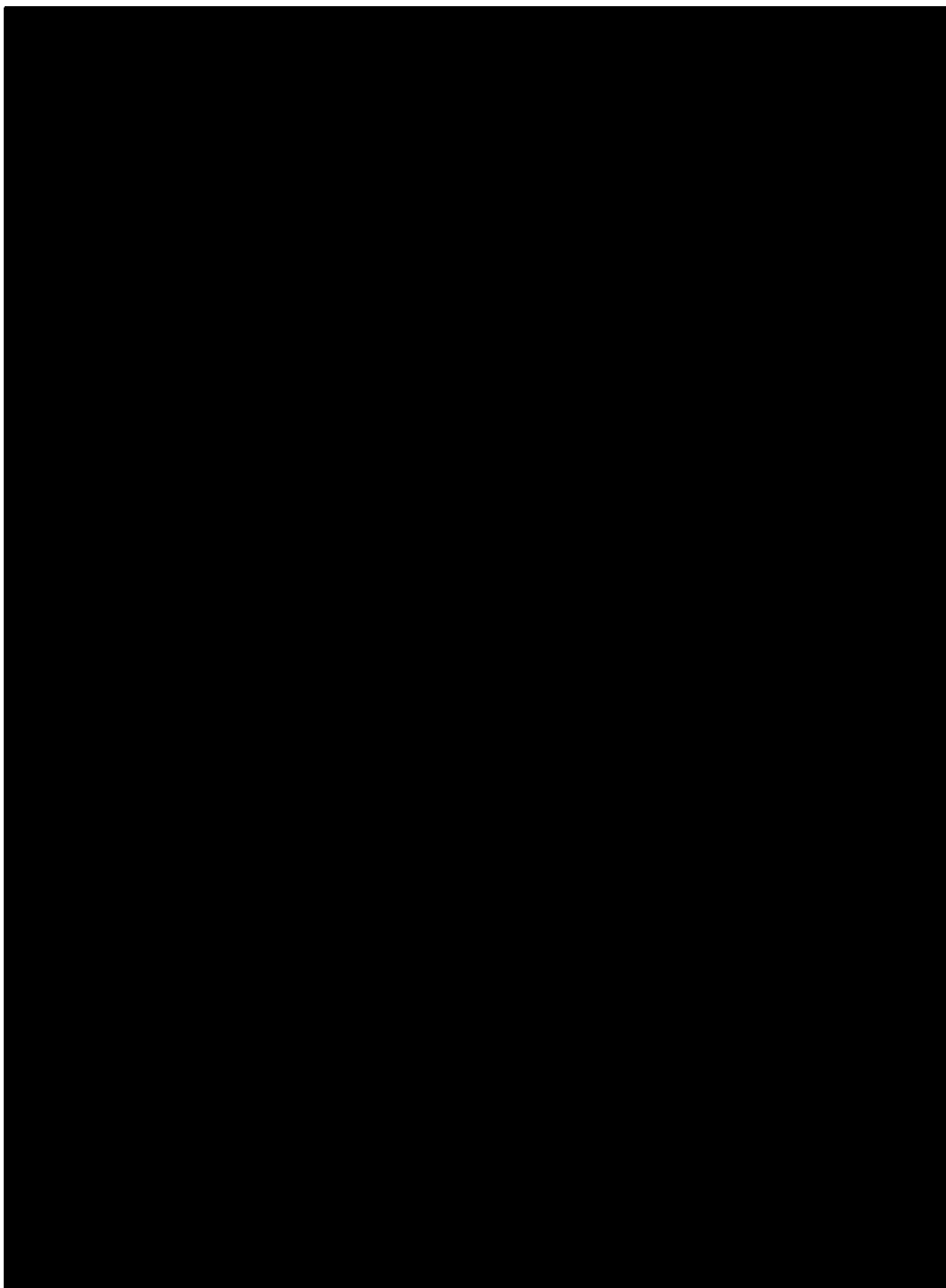
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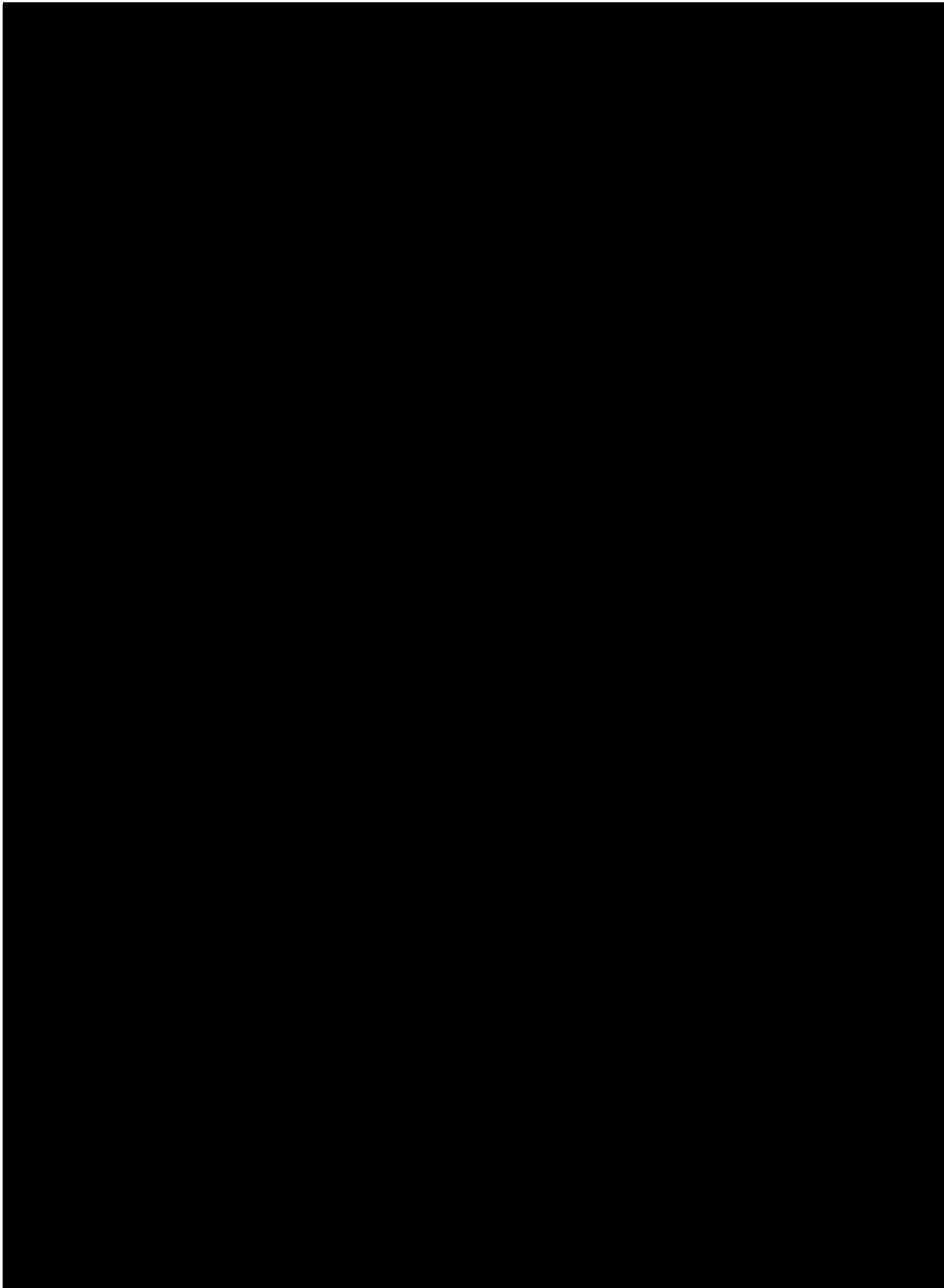
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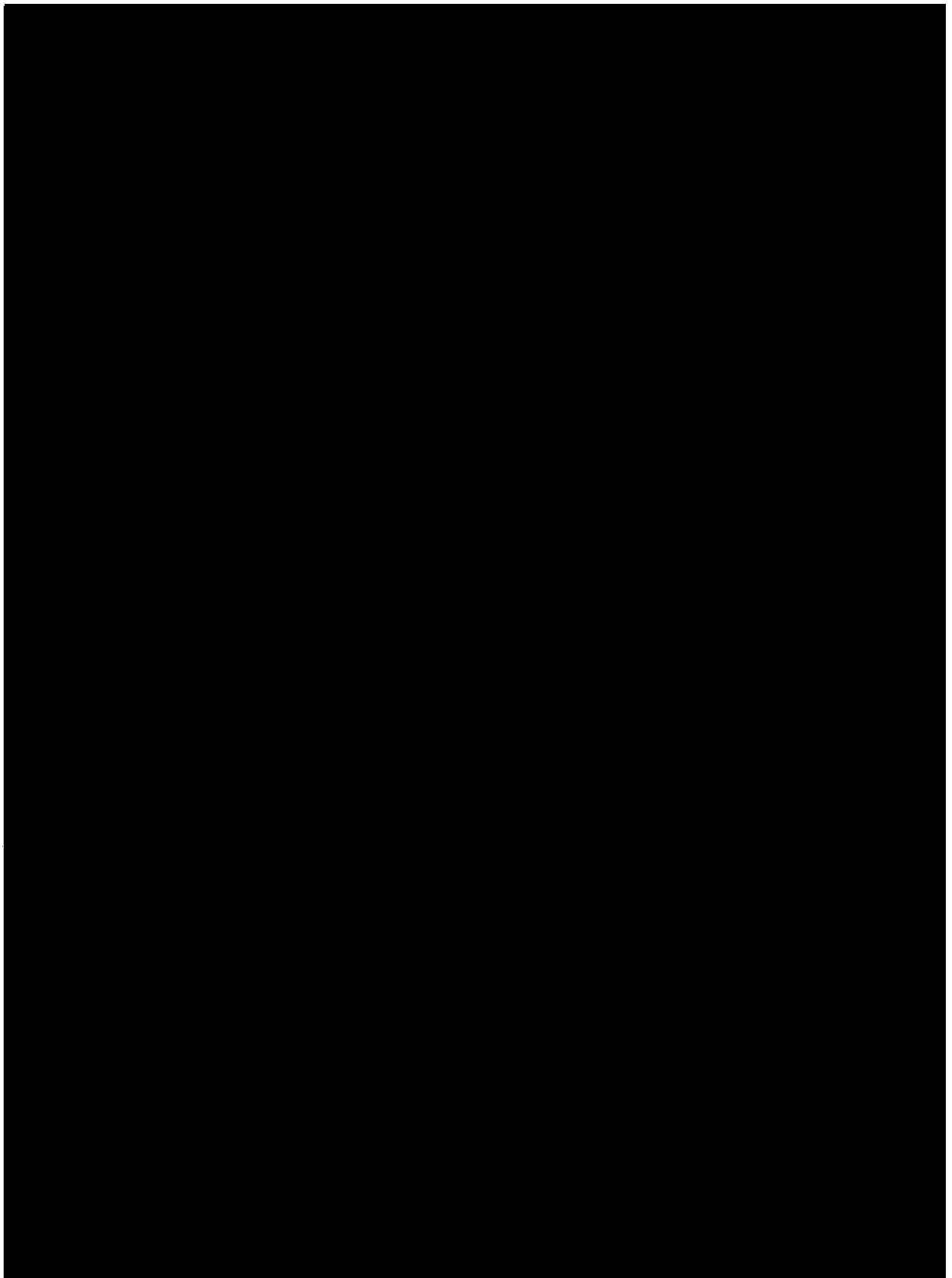
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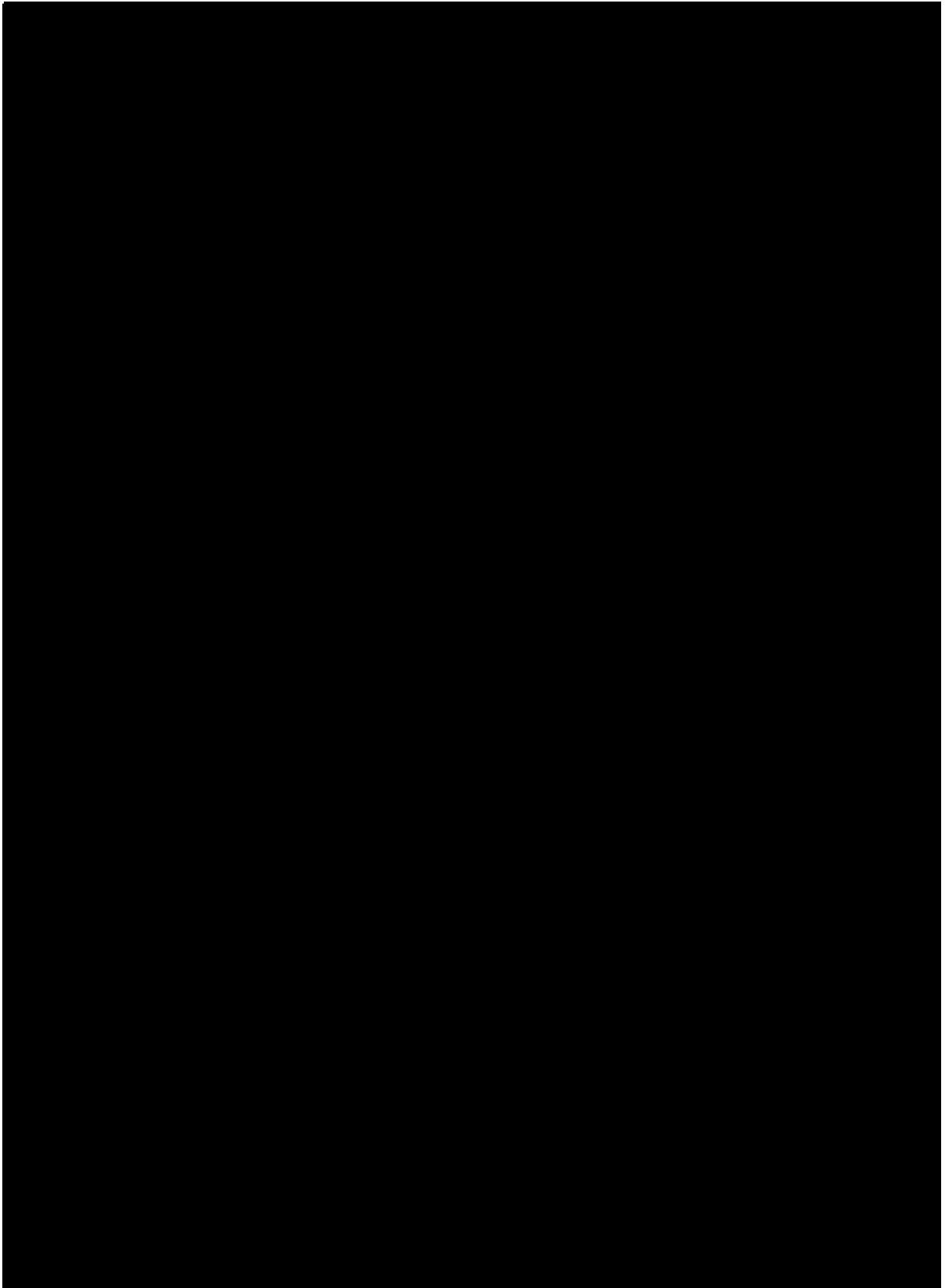
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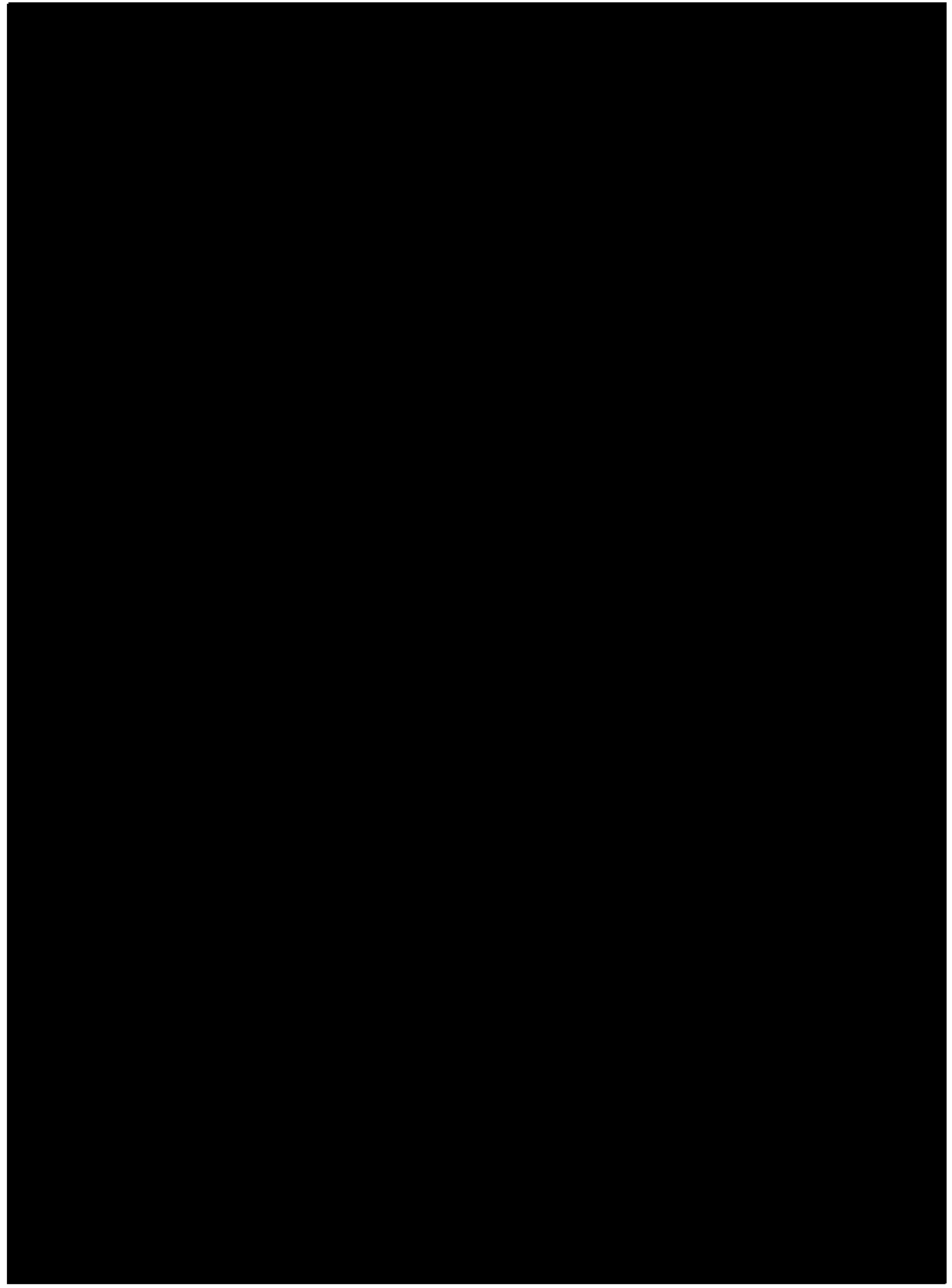
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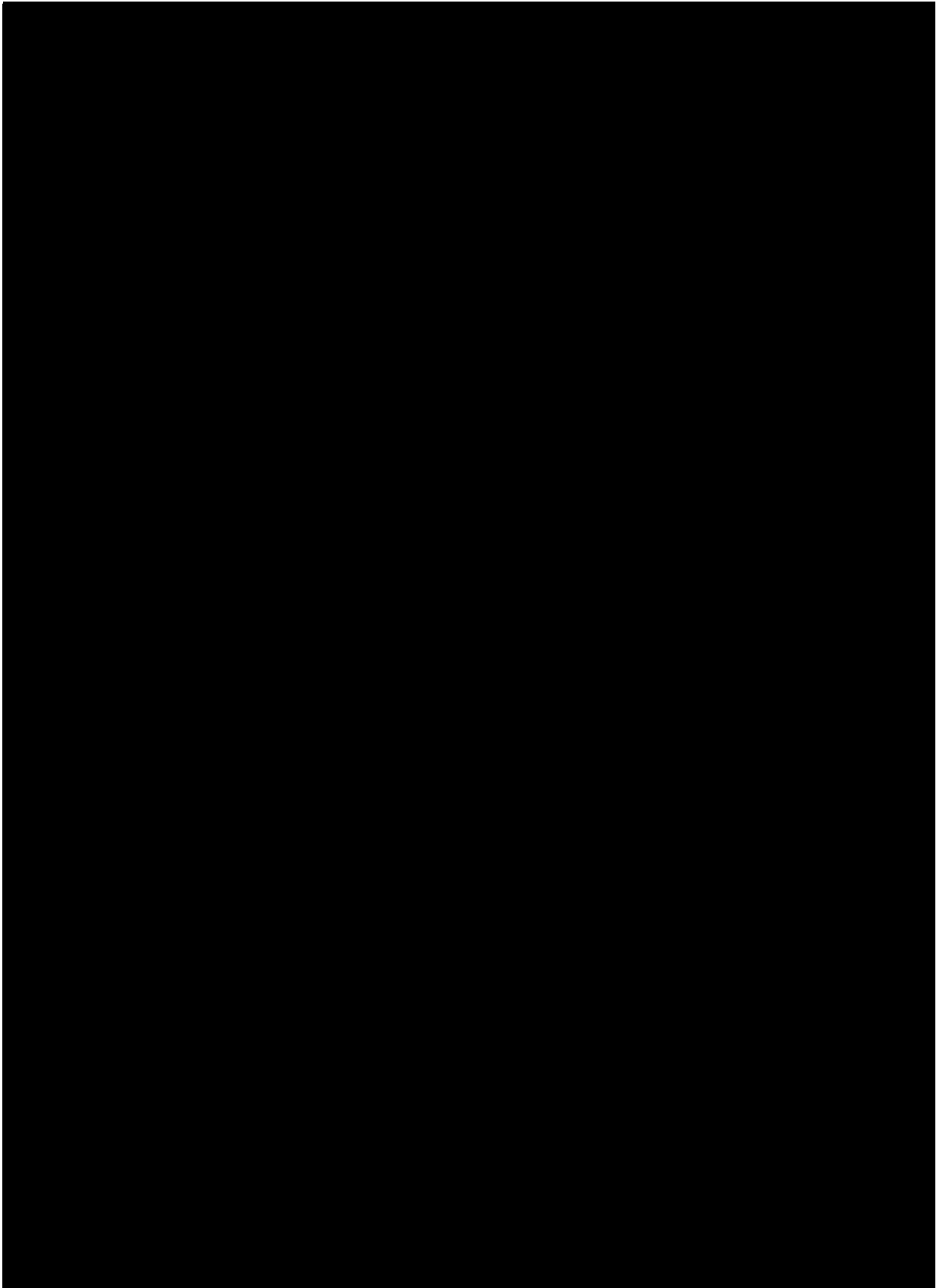
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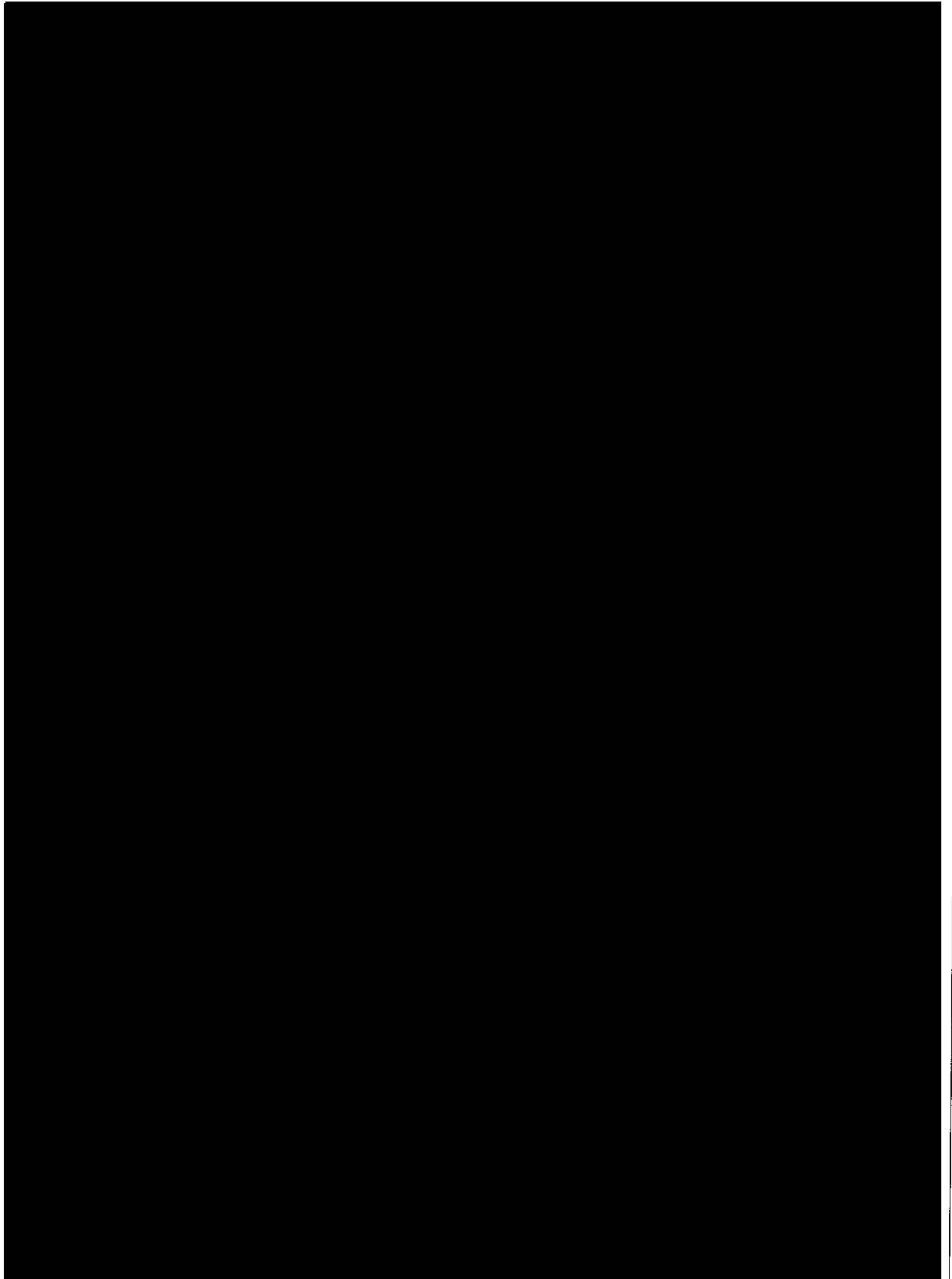
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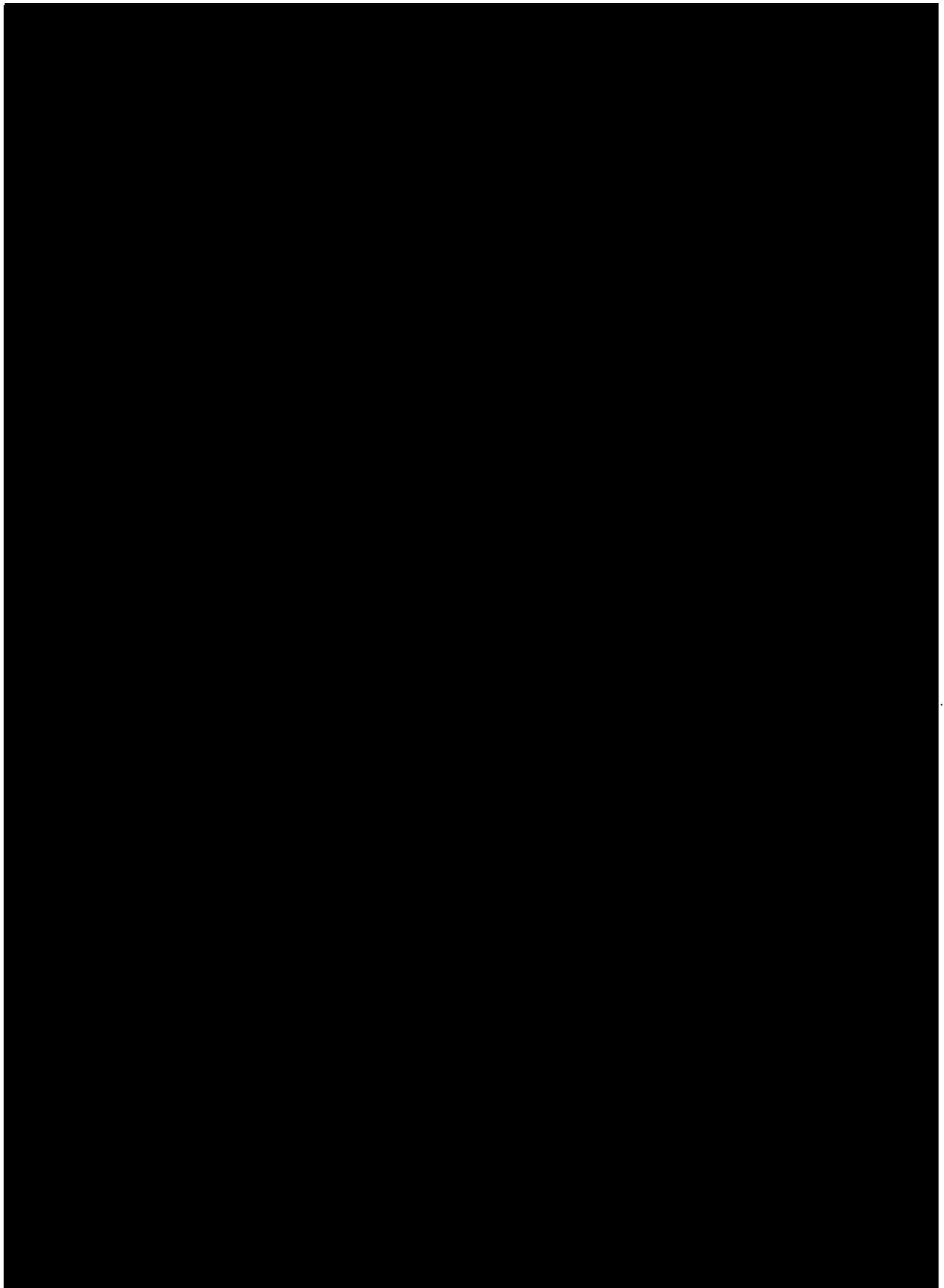
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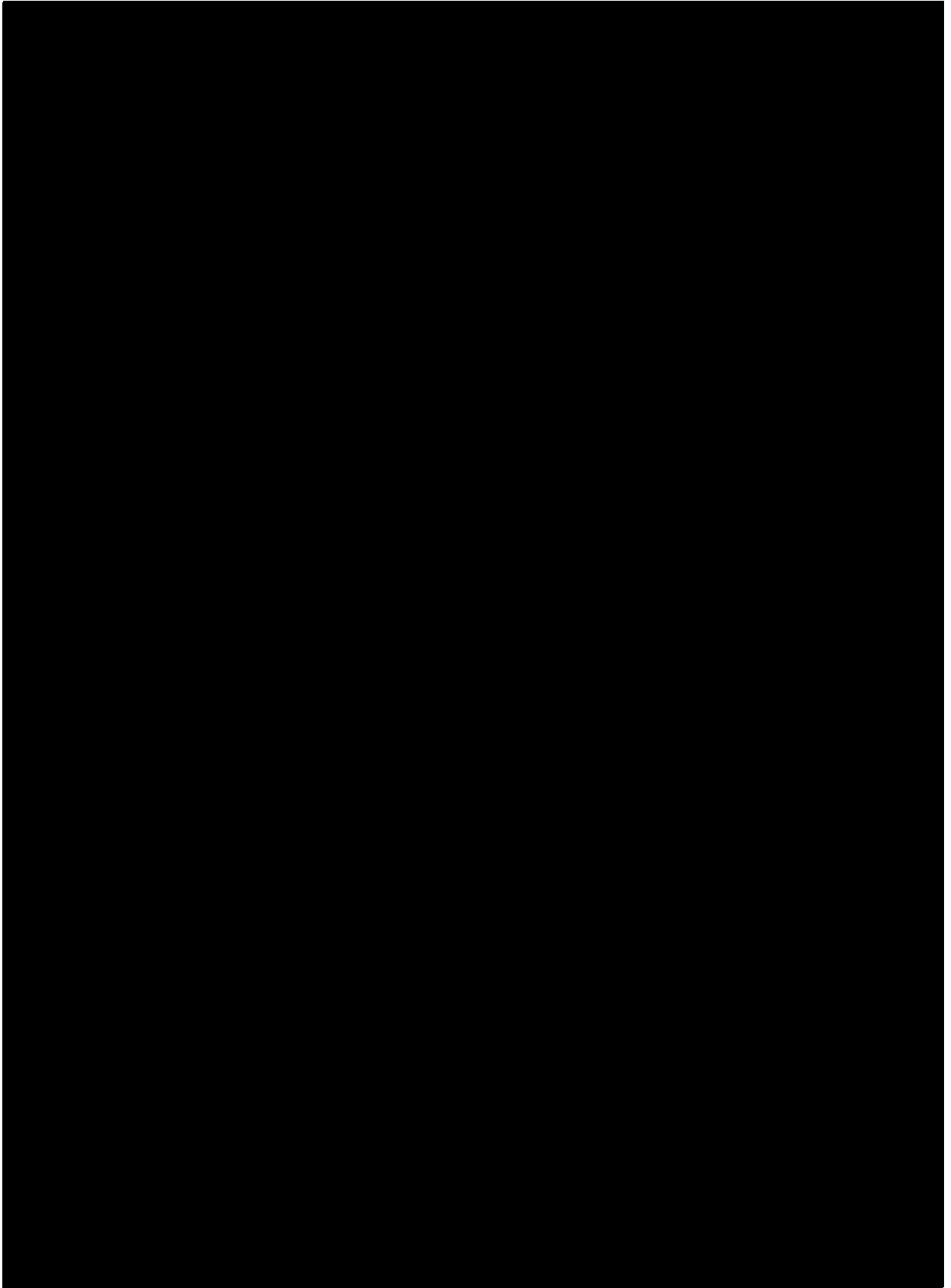
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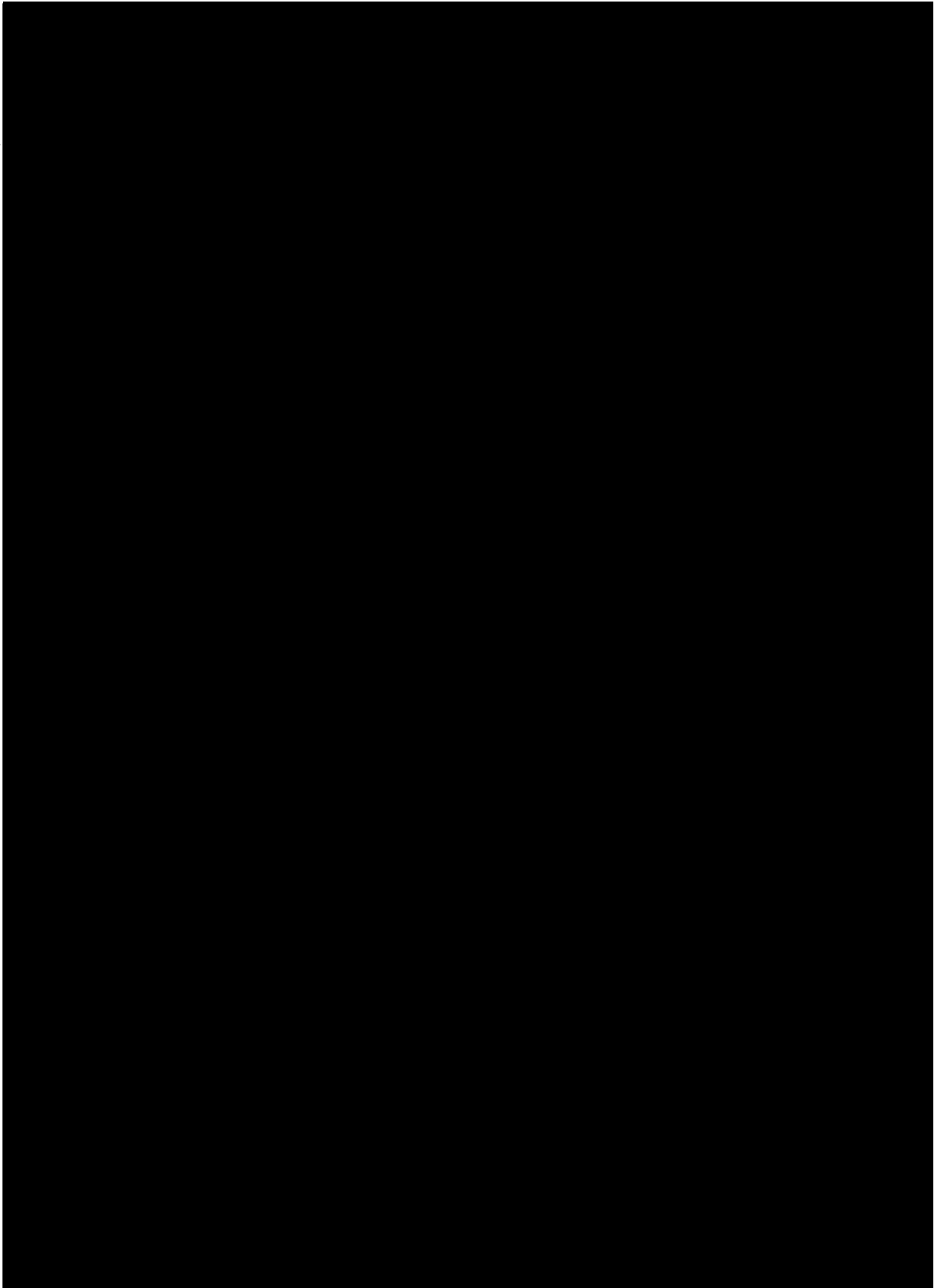
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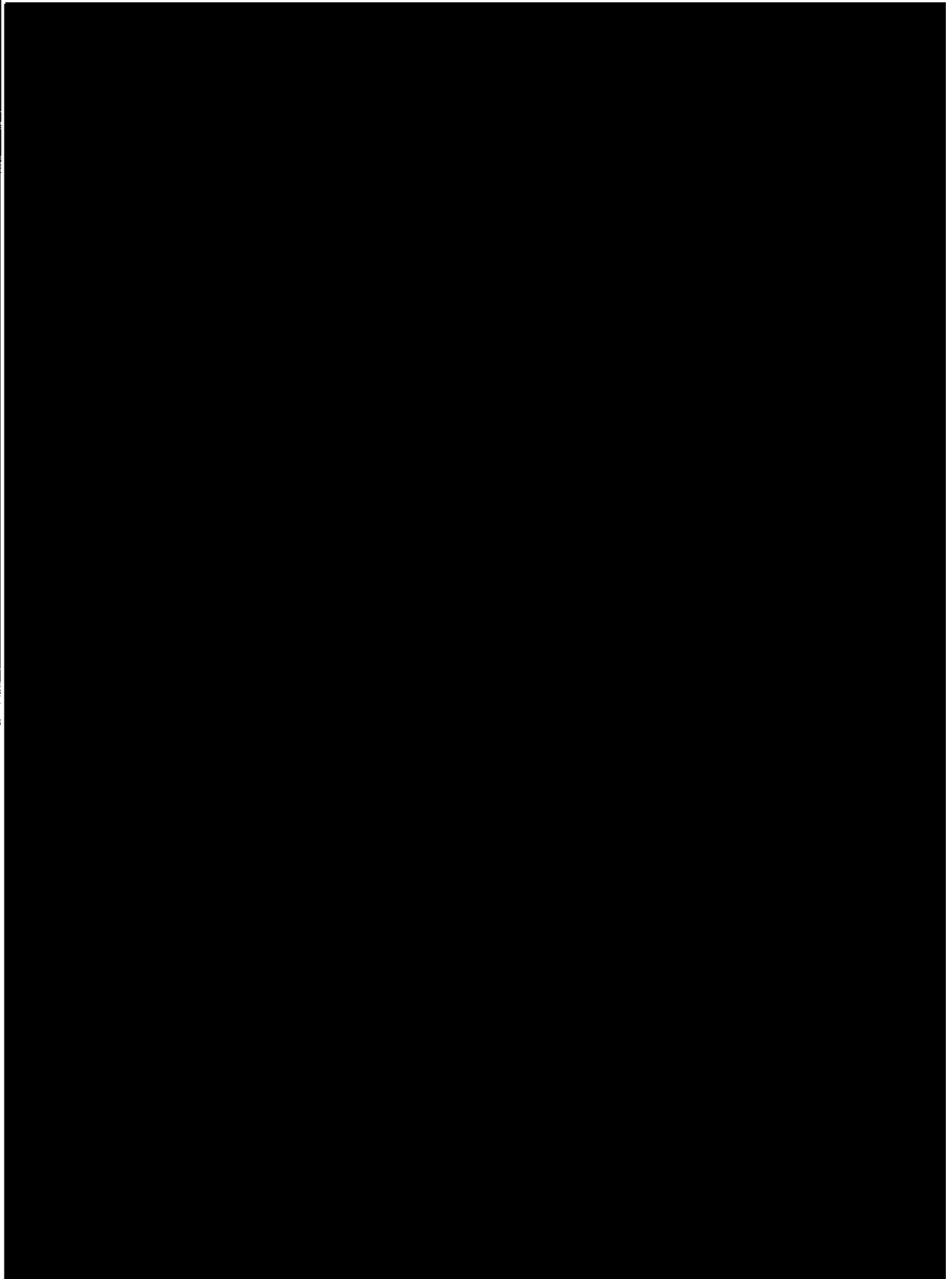
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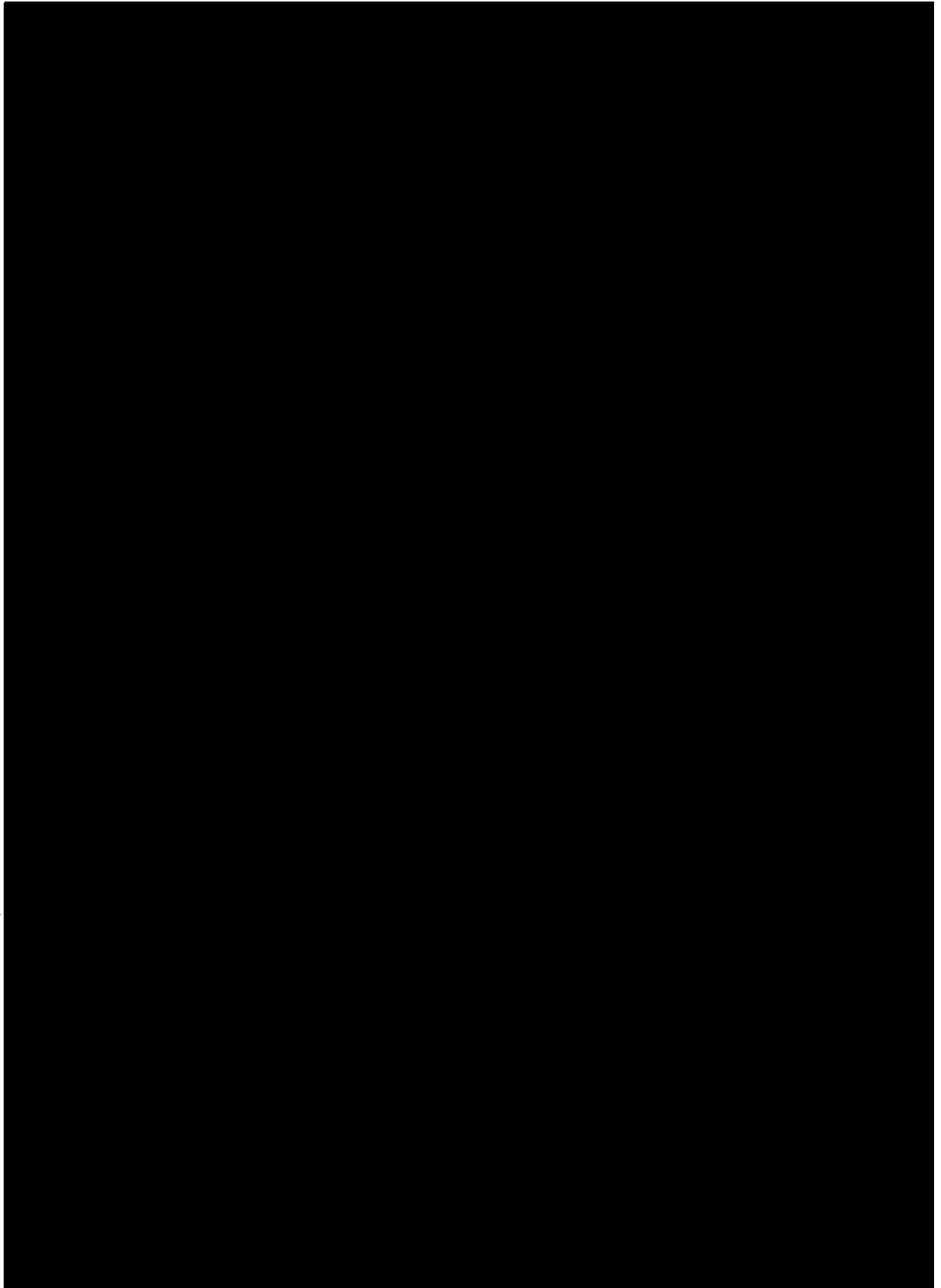
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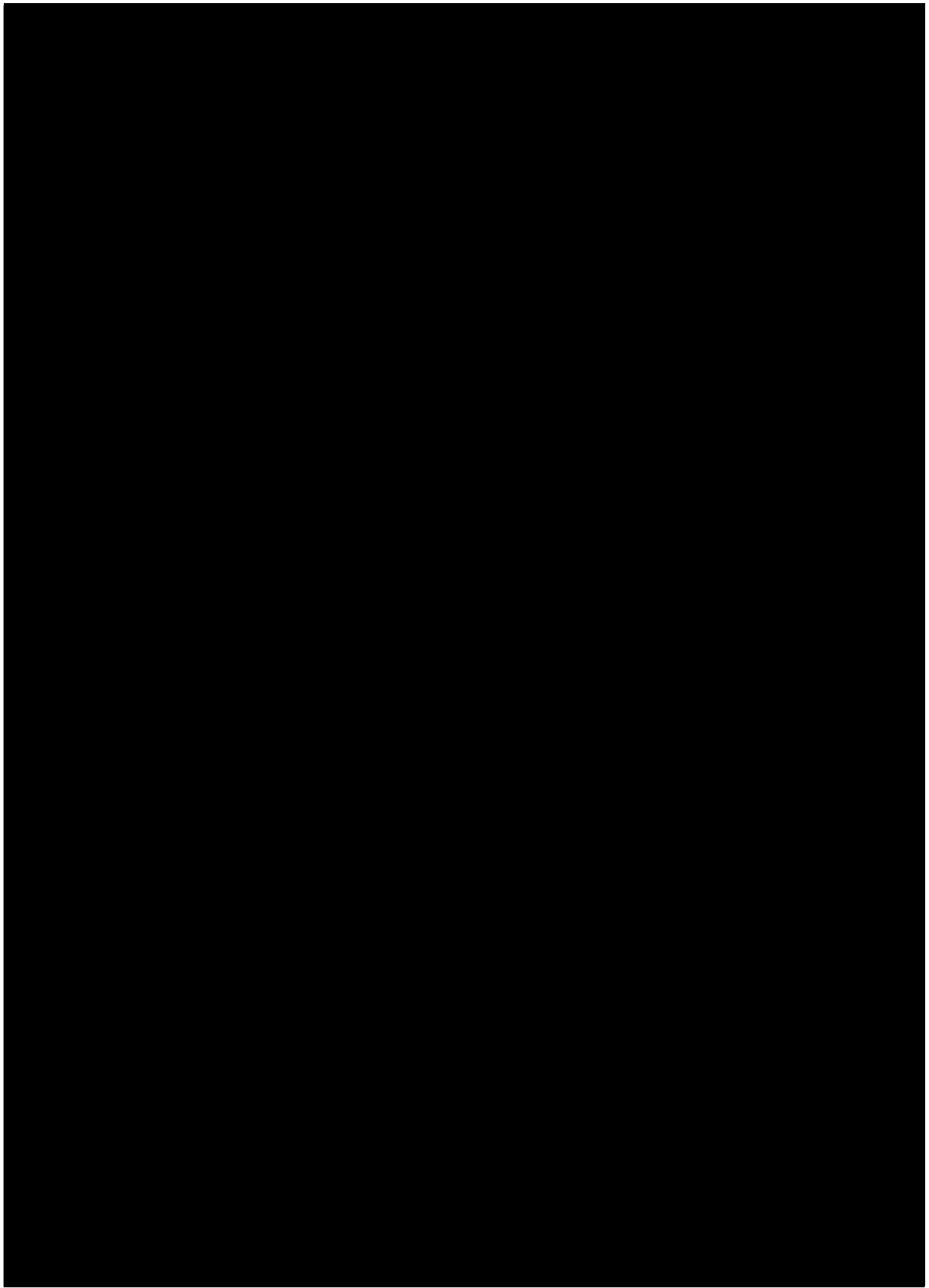
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Timothy Abbott

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1 MR. HULL: Could we take just a
2 five-minute break here, Amy, please?

3 MS. SPILLER: Sure, Gerit.

4 MR. HULL: I don't think I'll have
5 very many more questions.

6 MS. SPILLER: Okay.

7 MR. HULL: All right. Thank you.
8 I'll just leave this line open.

9 MS. SPILLER: Okay.

10 (Deposition stood in recess.)

11 MR. HULL: We're ready to go back on
12 the record.

13 MS. SPILLER: Okay. Garit, we're
14 getting situated. I think Irene and our
15 witness are all set.

16 MR. HULL: All right. Back on the
17 record, I just want to report that we don't
18 have any more questions for Mr. Abbott and that
19 we appreciate his time and the information that
20 he provided today.

21 MS. SPILLER: Okay. Thank you. And,
22 Garit, if it's transcribed, we will request
23 signature, please.

24 MR. HULL: Okay. Can we go off the
25 record now?

Timothy Abbott

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MS. SPILLER: Yes, we sure can.

TIMOTHY ABBOTT

(DEPOSITION CONCLUDED AT 1:00 P.M.)

C E R T I F I C A T E

STATE OF OHIO :
COUNTY OF BUTLER : SS:

I, Irene D. Donner, the undersigned, a Registered Professional and Merit Reporter and duly qualified and commissioned Notary Public within and for the State of Ohio, do hereby certify that before the giving of their deposition, the within-named TIMOTHY ABBOTT was by me first duly sworn to depose the truth, the whole truth and nothing but the truth; that the foregoing is the deposition given at said time and place by the said TIMOTHY ABBOTT; that said deposition was taken in all respects pursuant to Notice as to time and place; that said deposition was taken by me in stenotype, in my presence, and transcribed into typewritten form; and that the transcribed deposition is to be submitted to the witness for examination and signature.

I further certify that I am neither counsel, attorney, relative nor employee of any of the parties herein, nor in any way interested in the within action.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office at Fairfield, Ohio, this 1st day of May, 2015.

Irene D. Donner, RPR-RMR
Notary Public - State of Ohio
My Commission expires 7/17/16.

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BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

— — —
DIRECT ENERGY BUSINESS, LLC, :

Complainant, :

vs. : CASE NO. 14-1277-EL-CSS

DUKE ENERGY OHIO, INC., :

Respondent. :
— — —

The deposition of DANIEL L. JONES, a witness herein, taken as on cross-examination by the complainant pursuant to the Public Utilities Commission of Ohio Rules of Civil Procedure and Notice To Take Deposition at the offices Duke Energy, Fourth & Main Streets, 13th floor conference room, Cincinnati, Ohio on Wednesday, April 22, 2015 at 1:30 p.m. before Katherine H. Depperman, Registered Professional Reporter and Notary Public.

1 APPEARANCES:

2 On behalf of the Complainant:

3 GERIT F. HULL, ESQ. (via telephone)
4 Eckert Seamans Cherin & Mellott, LLC
5 1717 Pennsylvania Avenue, Suite 1200
6 Washington D.C. 20006

7 On behalf of the Respondent:

8 JEANNE KINGERY, ESQ.
9 AMY SPILLER, ESQ. (via telephone)
10 Duke Energy
11 155 East Broad Street, 21st Floor
12 Columbus, Ohio 43215

Also Present: Virginia Segbers
Joseph Clark (via telephone)

13 - - -

14 S T I P U L A T I O N S

15 It is stipulated by and among counsel for
16 the respective parties that the deposition of DANIEL
17 L. JONES, a witness herein, called by the Complainant
18 for cross-examination pursuant to the Public
19 Utilities Commission of Ohio Rules of Civil
20 Procedure, may be taken at this time by the notary;
21 that said deposition may be reduced to writing in
22 stenotype by the notary, whose notes may then be
23 transcribed out of the presence of the witness; and
24 that proof of the official character and
qualifications of the notary is expressly waived;

that the transcribed deposition is to be submitted to
the witness for his examination and signature, and
that signature may be affixed out of the presence of
the court reporter - notary public.

I N D E X

DANIEL L. JONES	Page
CROSS-EXAMINATION BY MR. HULL	4

- - -

1 DANIEL L. JONES
2 of lawful age, a witness herein, being first duly
3 sworn as hereinafter certified, was examined and
4 deposed as follows:

5 CROSS-EXAMINATION

6 BY MR. HULL:

7 MS. KINGERY: So in case you couldn't
8 hear that, the witness it has been sworn.

9 MR. HULL: Thank you. Then we're on the
10 record I assume?

11 THE COURT REPORTER: Yes, we are.

12 BY MR. HULL:

13 Q All right. My name is Gerit Hull. I'm
14 from Eckert Seamans law firm. My address is 1717
15 Pennsylvania Avenue, Suite 1200, Washington D.C.,
16 20006.

17 I have in the room with me here Joseph
18 Clark who is here as an employee of Direct Energy, and
19 we're here today to take the deposition of Daniel Jones
20 of Duke Energy Ohio.

21 Mr. Jones, have you ever been deposed
22 previously?

23 A No, I have not.

24 Q All right. As we all know, this is a

1 telephone deposition and the court reporter is in the
2 offices of Duke Energy in Cincinnati with Jeanne
3 Kingery, their counsel for Duke.

4 And, Ms. Kingery, if you would like to
5 provide further information as to your appearance, now
6 might be a good time.

7 MS. KINGERY: My name is Jeanne Kingery,
8 Cincinnati, Ohio.

9 Also on the phone is Amy Spiller, also
10 Duke Energy Ohio. With me in the room is the
11 witness, Daniel Jones, as well as Ginny Segbers,
12 also an employee of Duke Energy Ohio.

13 BY MR. HULL:

14 Q Okay. Mr. Jones, I want to make sure
15 that if at any time you can't hear a question, we would
16 be happy to restate it and/or have the court reporter
17 read back what I've asked you. If you need to take a
18 break, please let me know and we'll accommodate that
19 after an answer to any question that might be pending.

20 A Good thinking.

21 Q Could you tell me if you have any
22 documents with you today?

23 A No. I have no documents.

24 Q All right. Have you seen a notice of

1 deposition with your name on it?

2 A I don't recall seeing that, no.

3 Q Okay. Could you tell me what you did,
4 if anything, to prepare for your deposition today?

5 A Other than speak with my counsel, that's
6 pretty much been all I've done.

7 Q Okay. And just to be clear, the exact
8 name of your employer is Duke Energy Ohio,
9 Incorporated; is that correct?

10 A Yes.

11 Q And what is the title of your position?

12 A Senior account manager.

13 Q And how long have you been in that
14 position?

15 A That title has probably been there for
16 nine years.

17 Q And what did you do just prior to that?

18 A Well, I was coordinator of our certified
19 supplier business center and pretty much been involved
20 in the customer choice arena since it started in Ohio.

21 Q And that would have been in 1999,
22 perhaps?

23 A Legislation was passed in '99. Choice
24 went effective 1/1 of '01.

1 Q And in your current position, what are
2 your responsibilities?

3 A Well, in general, our group administers
4 both the gas and electric customer choice programs for
5 Duke Energy Ohio.

6 Q And what kinds of things does that
7 involve?

8 A Well, it involves, you know, certainly
9 understanding the customer choice rules and the systems
10 that implement those rules and, you know, I do get
11 involved sometimes in day-to-day questions that come in
12 from the suppliers.

13 Q And one more background question. Could
14 you just tell me very briefly about your educational
15 background?

16 A Sure. I have an electrical engineering
17 degree from University of Cincinnati; I have a Master's
18 of business administration from the University of
19 Cincinnati; I have a professional engineer's license in
20 the State of Ohio.

21 Q Thank you. Are you familiar with
22 SunCoke's Middletown, Ohio facility?

23 A What is it that you mean by "familiar"?

24 Q Are you familiar with SunCoke's

1 Middletown, Ohio facility? Do you know anything about
2 it at all?

3 A There's some things I know about it,
4 yes.

5 Q Could you tell me what those are in a
6 general way?

7 A I know it's a large industrial facility
8 in Middletown.

9 Q Do you know what they make there?

10 A My understanding is, you know, they're
11 called coke because that's part of the making of steel
12 process. So they apparently supply coke to AK Steel,
13 is my understanding.

14 Q Do they manufacture or make any other
15 commodity there such as electric?

16 A I know they have a generator on site.

17 Q Do you know if that generator produces
18 at times an excess amount of electricity in relation to
19 what is consumed on the site?

20 A I'm not familiar with the day-to-day
21 operations of SunCoke.

22 Q So you don't know whether that facility
23 ever puts electricity on to the Duke Energy Ohio
24 electric system?

1 A I have no direct knowledge of how they
2 operate.

3 Q Do you have any indirect knowledge of
4 whether they generate electricity or deliver that to
5 the facilities of your employer?

6 MS. KINGERY: Objection.

7 MR. HULL: Okay. What's the objection?

8 MS. KINGERY: Well, you're asking him if
9 he has indirect knowledge. He's not here to
10 provide you knowledge that he may have gained
11 through hearsay or other indirect methods.

12 MR. HULL: Are you going to let him
13 answer the question anyway?

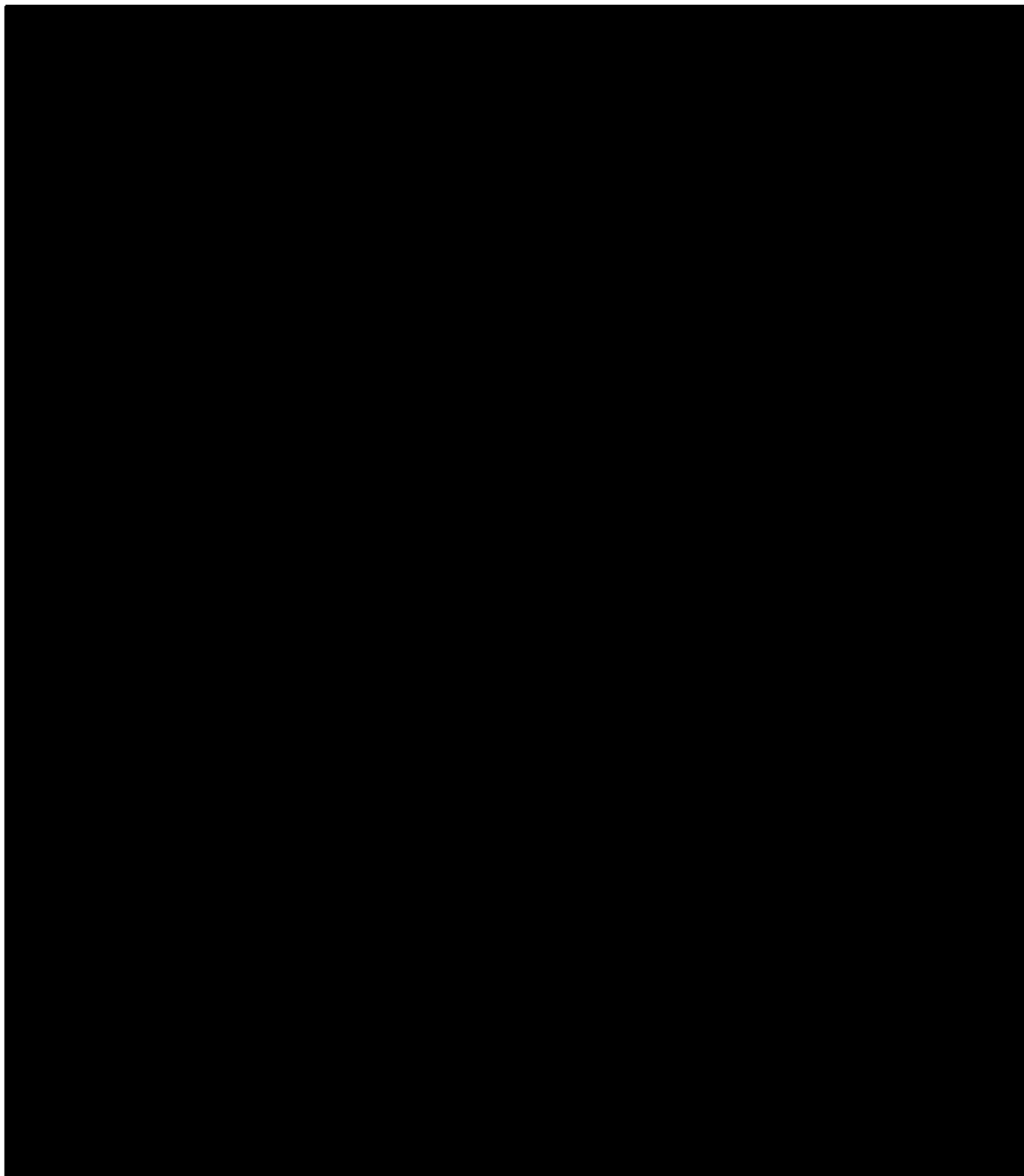
14 MS. KINGERY: To the extent that you can
15 answer the question, go ahead.

16 A As far as indirect knowledge, yeah,
17 there are things that I've heard from field people for
18 Duke Energy and, you know, from others that may be
19 involved from time to time.

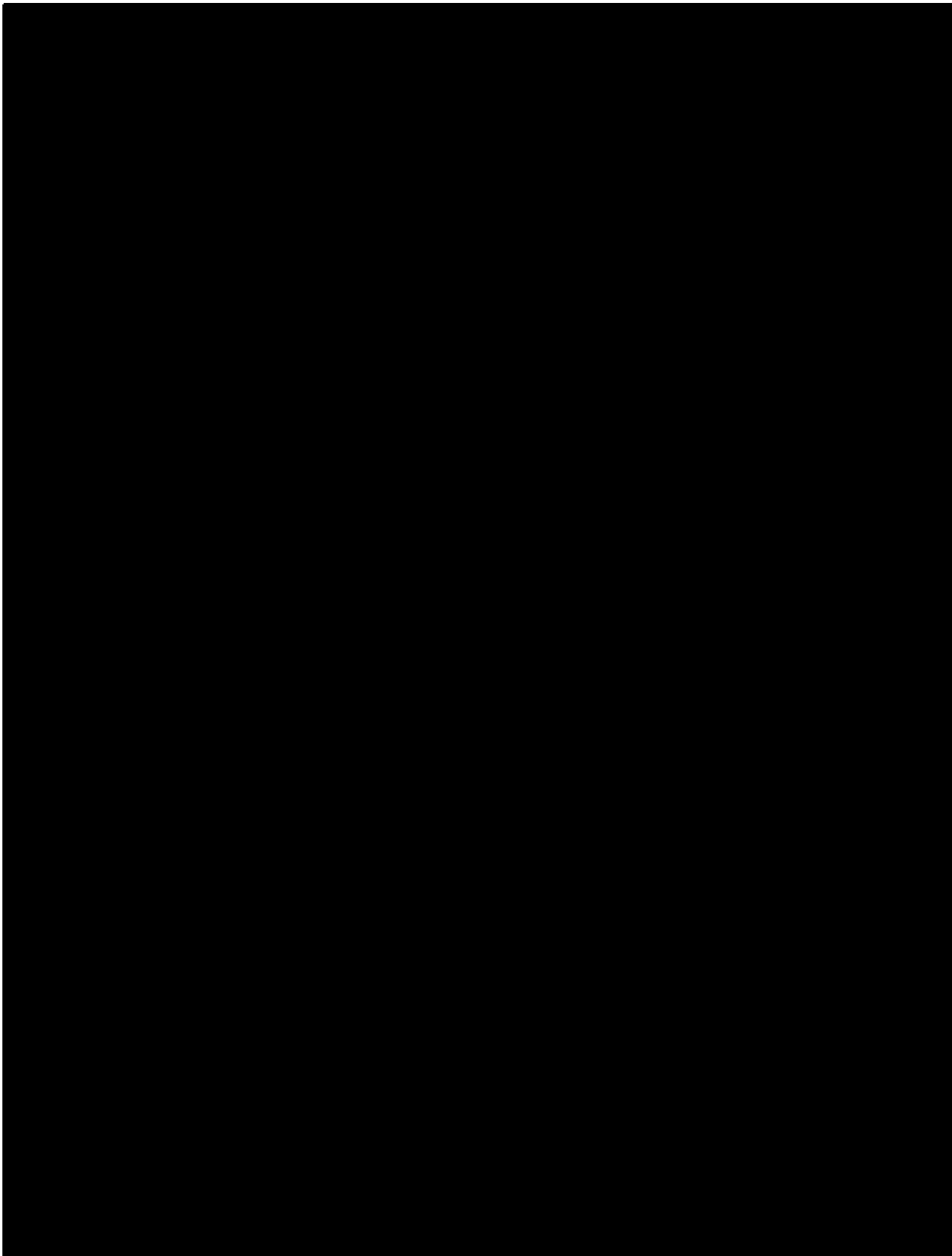
20 Q Have you looked at any meter data that
21 originated from Duke Energy meters of the SunCoke
22 facility in Middletown?

23 MS. KINGERY: Objection. Can you be
24 more precise in what you mean by "looked at"?

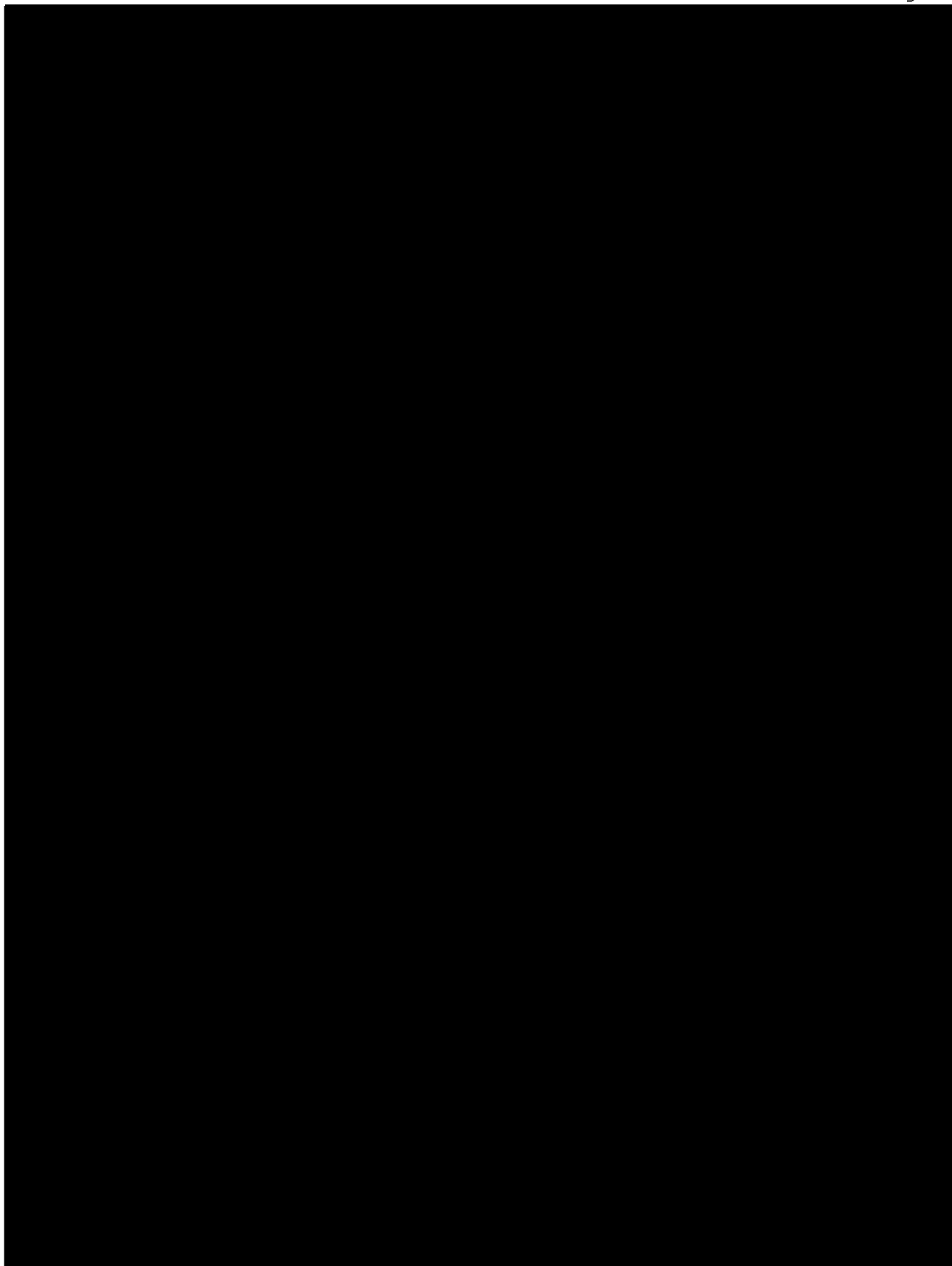
1 MR. HULL: I think that's fairly
2 precise, but I think we should begin the
3 confidential treatment.



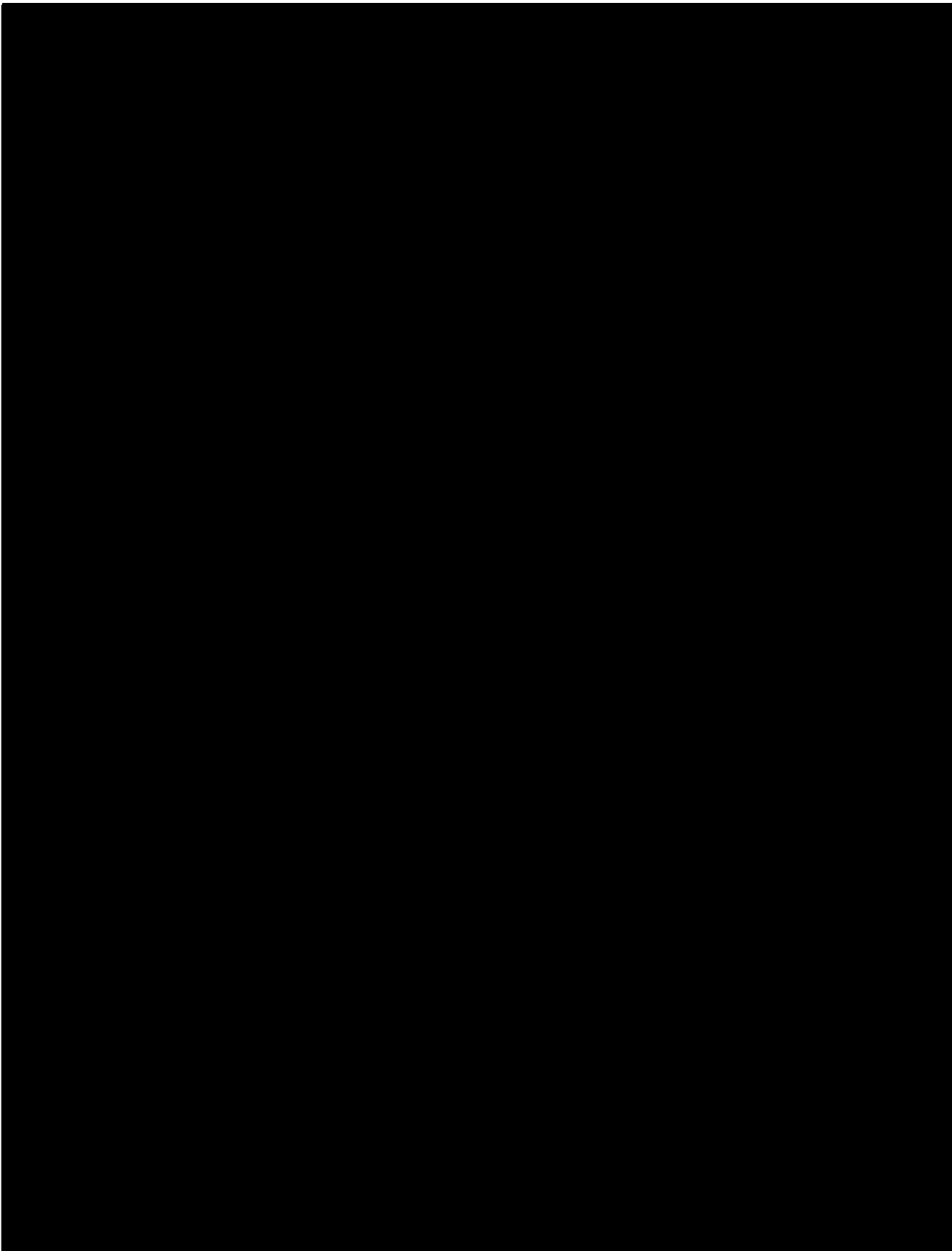
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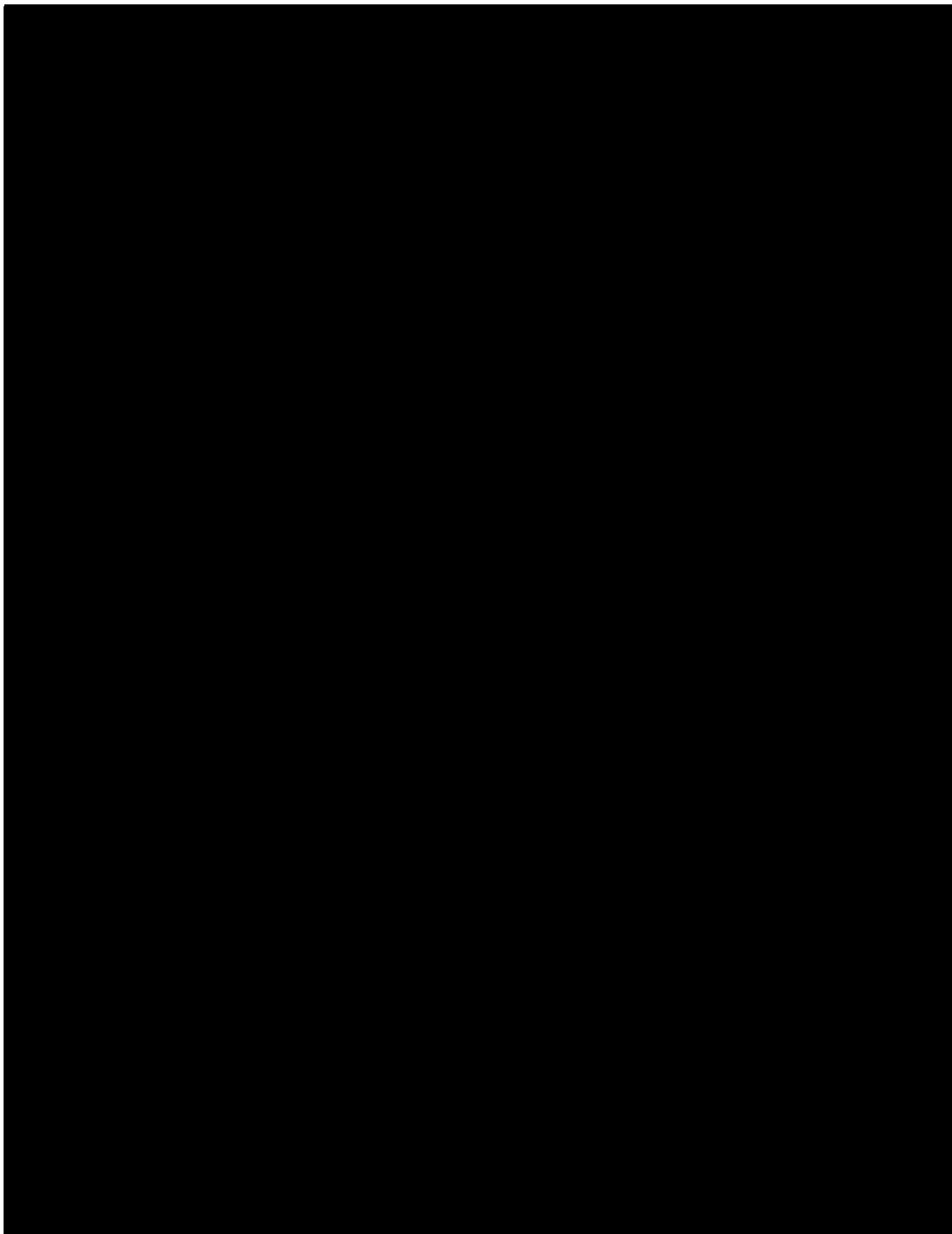
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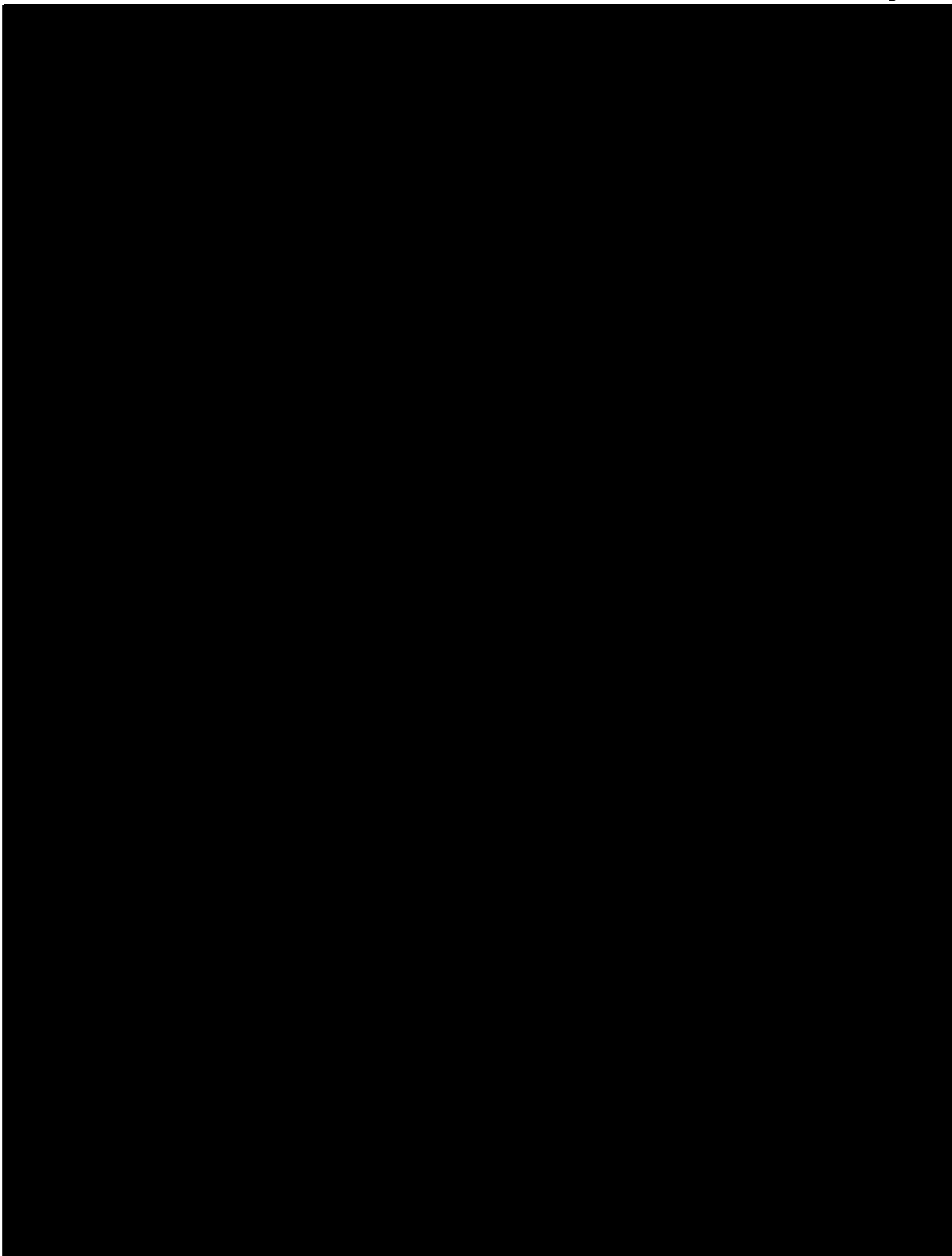
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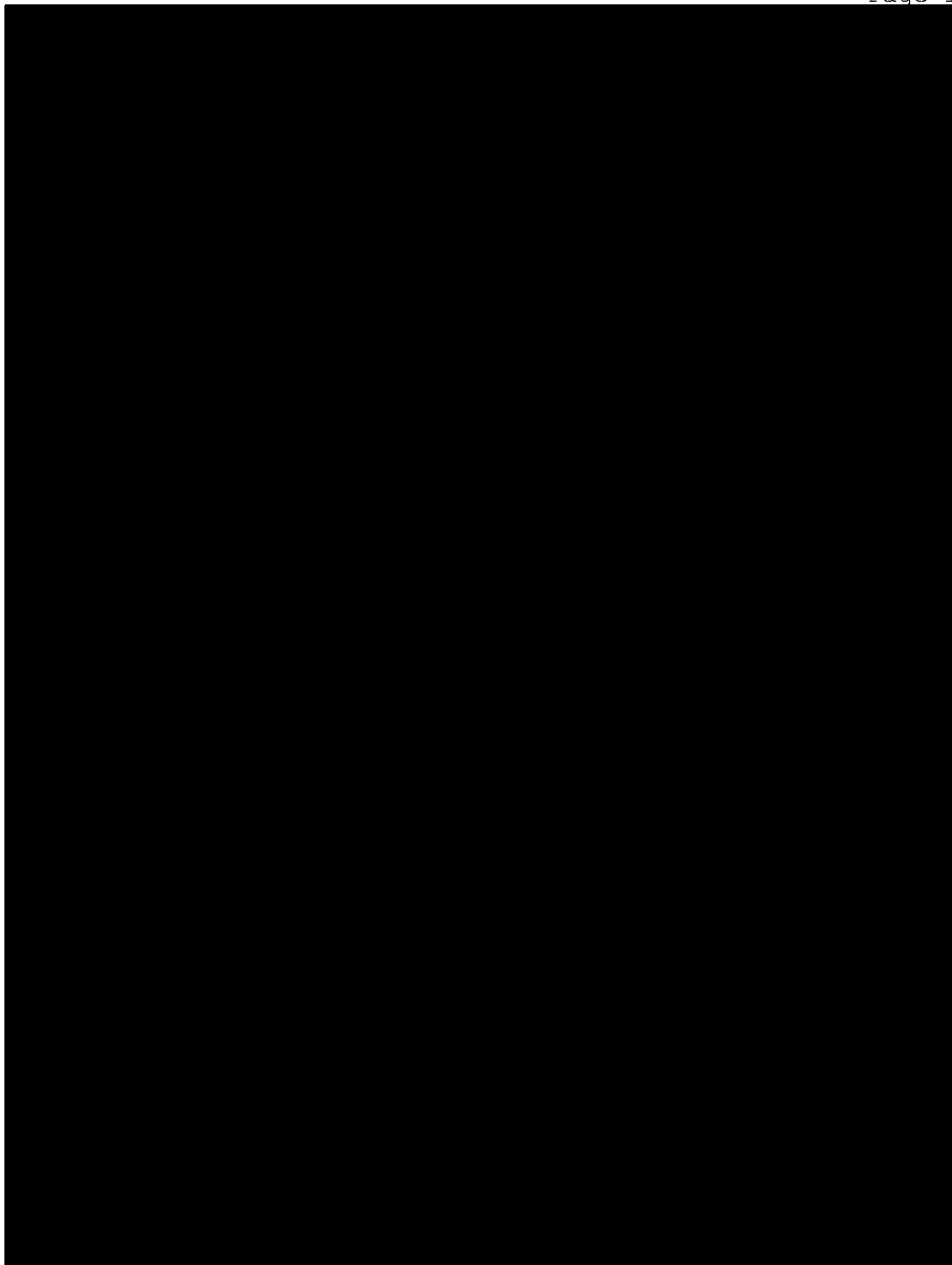
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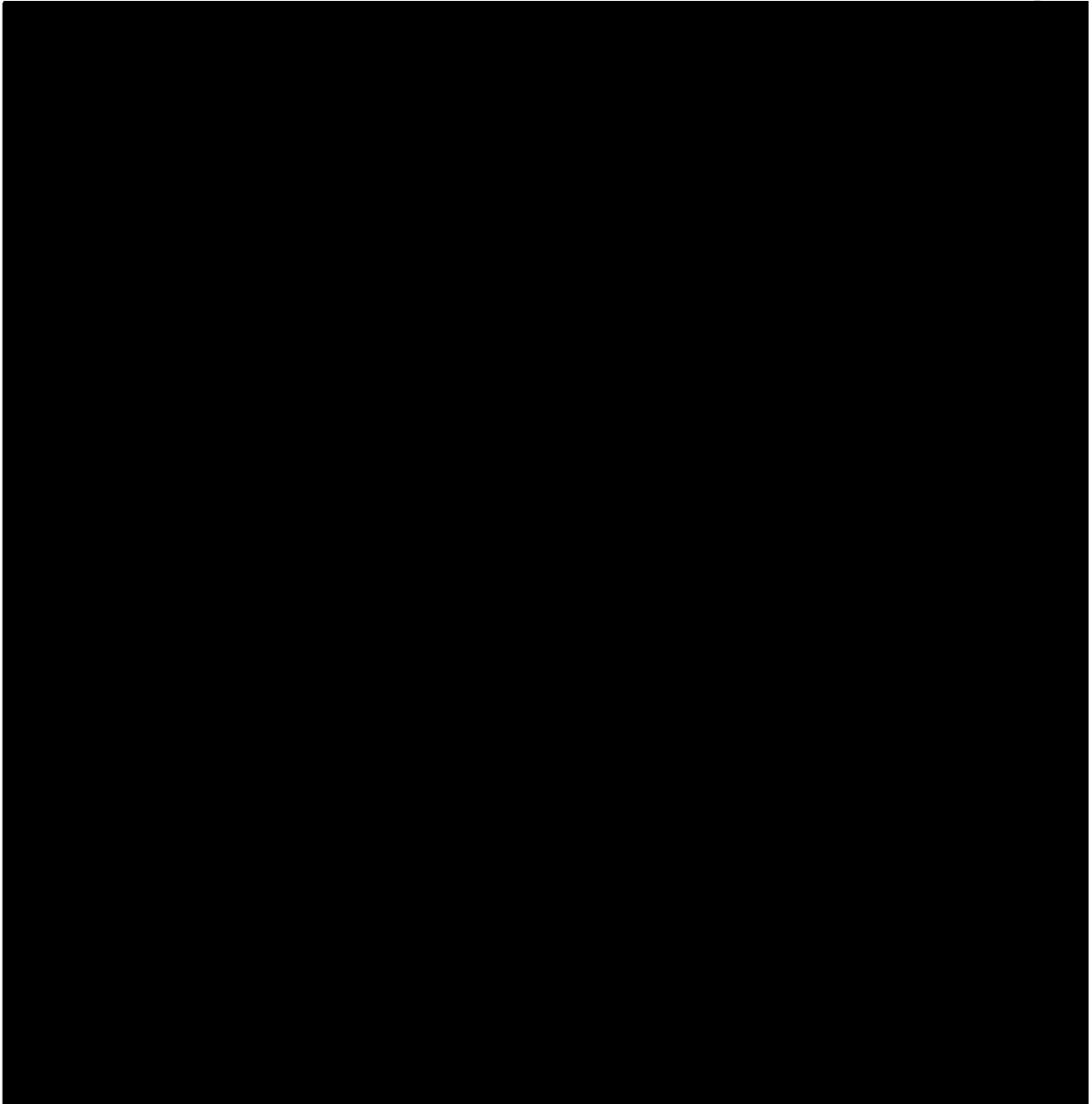


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MS. KINGERY: Okay. We're back on the
open record, Kathy.

Do you need the question to be reread?

A Yes. Could you repeat the question,
please?

Q Certainly. Are you familiar with how

1 Duke transmits meter data to Direct Energy?

2 A Yeah, Direct Energy business serves many
3 accounts and, you know, we have -- they're called
4 Electronic Data Interchange, EDI transactions, and
5 meter usage goes out on EDI 867s. An 867 is a usage
6 document.

7 Q Why is it called 867?

8 A I've asked that question before, too.
9 It's in the Ohio EDI guidelines, and it's standard
10 across the customer choice industry.

11 Q Does Duke Energy Ohio ever manually
12 transmit meter data to Direct Energy in 2013 and 2014?

13 A Yes.

14 Q And in what format would that meter data
15 have been transmitted?

16 A Spreadsheet via email.

17 Q And do you know when in 2013 and 2014
18 that meter data was transmitted manually like that?

19 A Approximately beginning mid 2013, going
20 forward. You know, there were spreadsheets sent on a
21 monthly basis.

22 Q And did those contain interval meter
23 data?

24 A It was hourly information, so yes. It

1 was interval.

2 Q And do you know why it was being sent in
3 those spreadsheet format by email rather than by
4 Electronic Data Interchange?

5 A Well, there was netting of information
6 that was not accounted for in the EDI exchange.

7 Q And what was that netting?

8 A Well, as I said, there wasn't netting in
9 the EDI transactions.

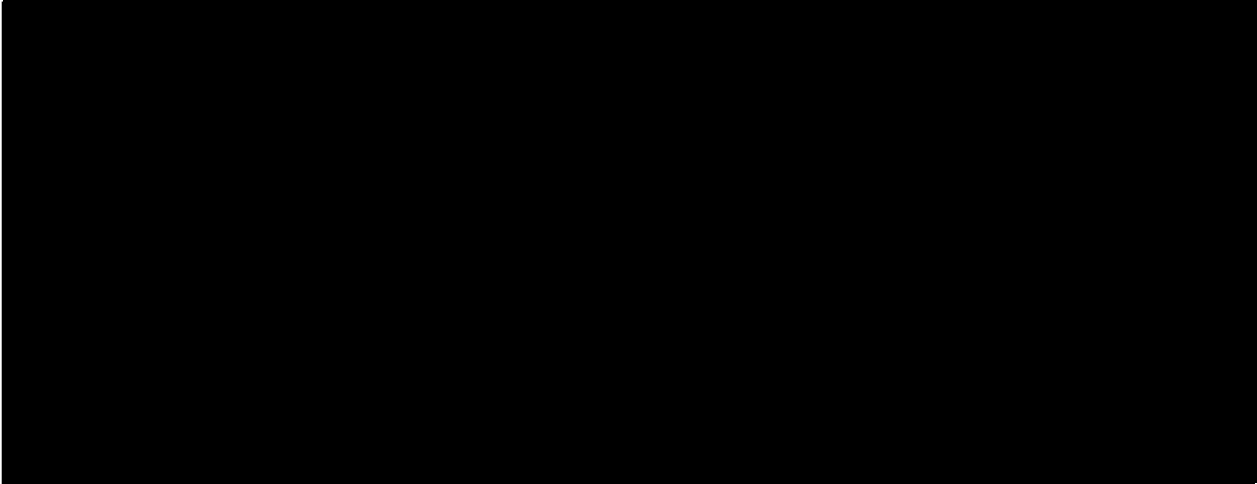
10 Q What was the missing netting?

11 A Well, we've talked about outgoing power
12 versus incoming power, and that would be -- that would
13 be the netting.

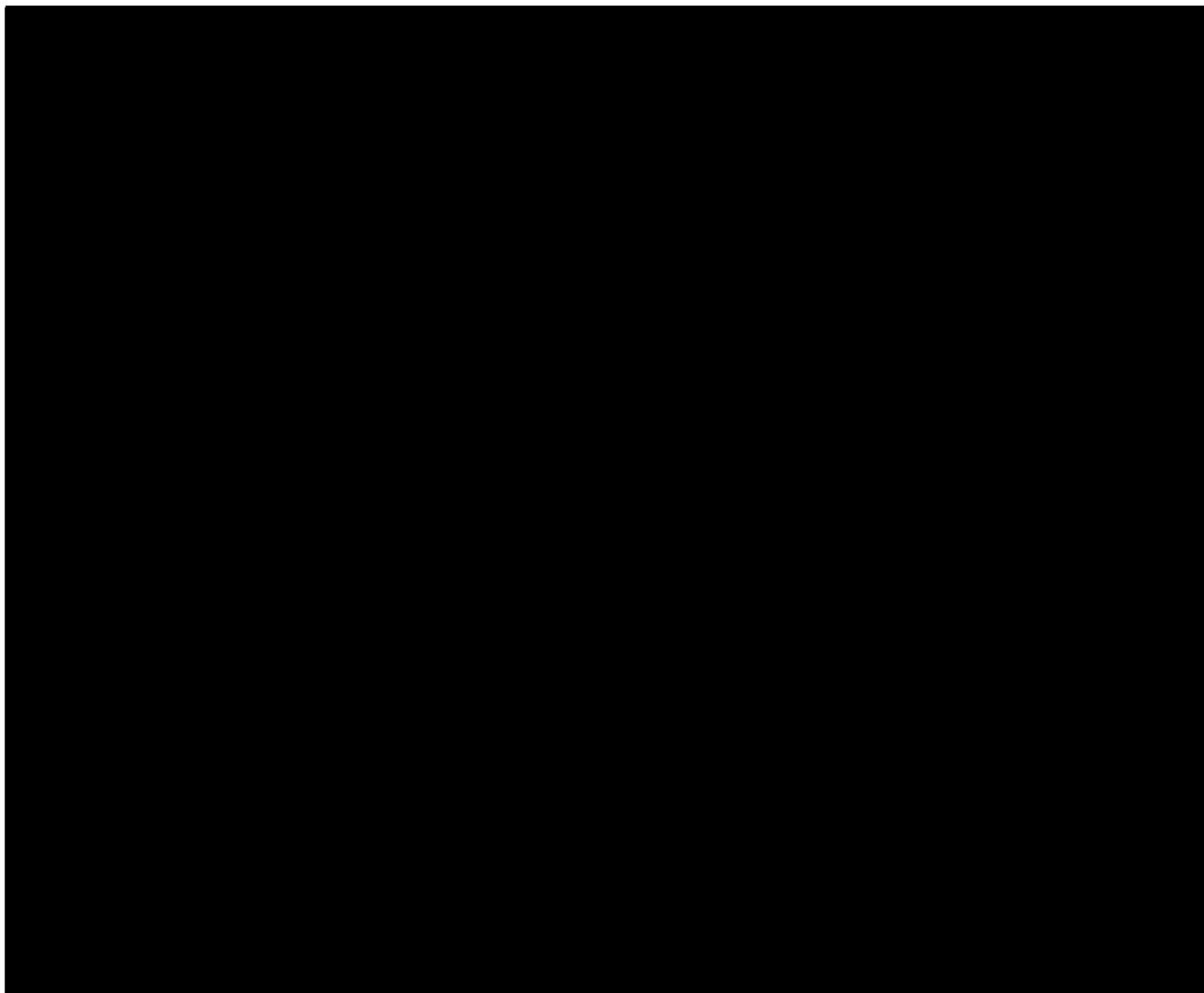
14 Q And that netting would allow you to know
15 how much power was actually either flowing out or
16 flowing in?

17 A Correct.

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1 MS. KINGERY: I have to interject here.
2 Can you make that last question be confidential?
3 Thank you. And we'll go on confidential now
4 until --



20 MR. HULL: Thank you. I think we can go
21 off confidential now.

22 MS. KINGERY: Okay.

23 Q Mr. Jones, do you know what utility
24 consolidated billing is?

1 A Yes.

2 Q Could you tell me what that means to
3 you?

4 A Well, utility consolidated billing, we
5 have two flavors of that. There's rate ready billing
6 and bill ready billing.

7 Rate ready, the supplier supplies us the
8 rates; bill ready the supplier sends us the charges to
9 be put on the Duke Energy Ohio bill.

10 Q Do you know what dual billing is?

11 A Yes.

12 Q Could you tell me your understanding of
13 that, please?

14 A Okay. Dual billing is where both Duke
15 Energy Ohio issues a bill and the supplier issues a
16 bill. Duke Energy Ohio's bill is for our distribution
17 charges and the supplier bill would be for generation,
18 and basically we send out the usage to the supplier and
19 they do the billing themselves.

20 Q And the distribution charges, just in a
21 general sense, what are those for?

22 A It's according to our tariff, whatever
23 in the tariffs that are involved.

24 Q Is it fair to say that that involves the

1 physical delivery of the electricity to the customer,
2 in general?

3 A In general, yeah.

4 Q Do you know which kind of billing was in
5 use at SunCoke in 2013?

6 A It was dual billing.

7 Q And was the same kind of billing in use
8 at SunCoke in 2014?

9 A Yes.

10 Q Are you familiar with the term "net
11 metering"?

12 A Yes.

13 Q Do you know what the "net" part is
14 referring to in net metering?

15 A Well, it's, you know, two different
16 directions of power flow being netted, is where the net
17 is coming from.

18 Q And do you know over what period of time
19 that netting is on? Is it hourly or is it monthly,
20 typically?

21 A Well, basically it depends.

22 Q What does it depend on?

23 A Well, the type of metering that would be
24 in place.

1 Q And would that be driven by the utility
2 tariff?

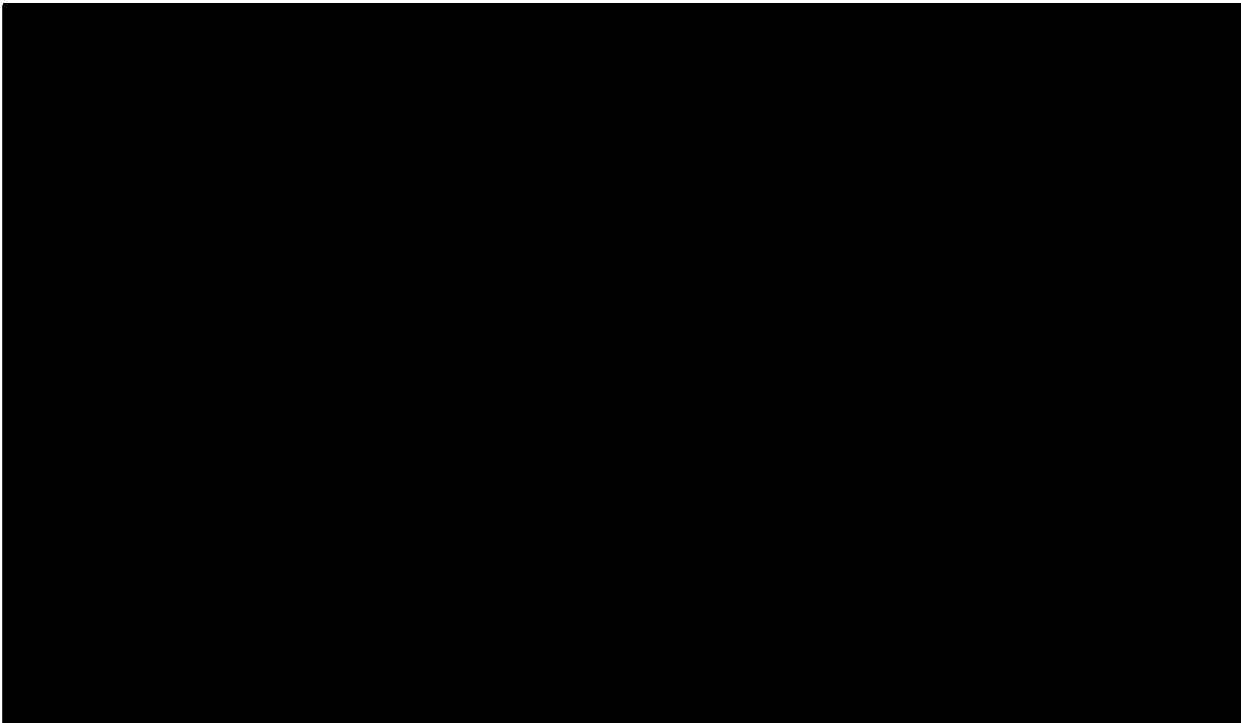
3 A Well, we have folks at Duke Energy Ohio
4 directly involved in net metering set-ups, and I've
5 never been directly involved in that. So I don't know
6 what their standards or criteria are for setting up a
7 net metered customer.

8 Q Do you know if SunCoke is or was in 2013
9 or '14 a net metered customer?

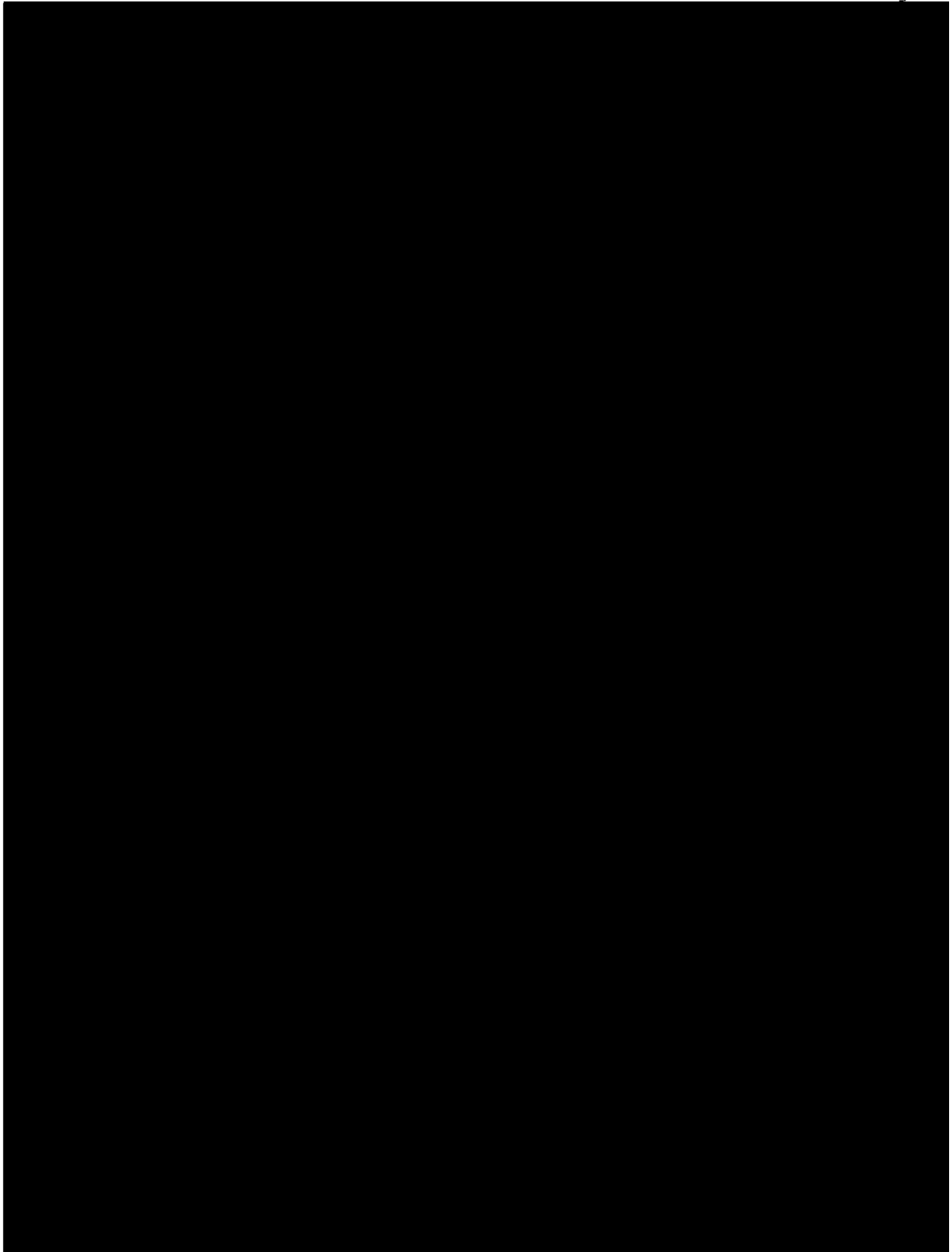
10 A The Duke Energy Ohio rate for net
11 metering is a rider. And it's called rider NM, net
12 metering. And, you know, I don't have any direct
13 knowledge of whether SunCoke was on rider NM or not.

14 MR. HULL: Let's begin the confidential.

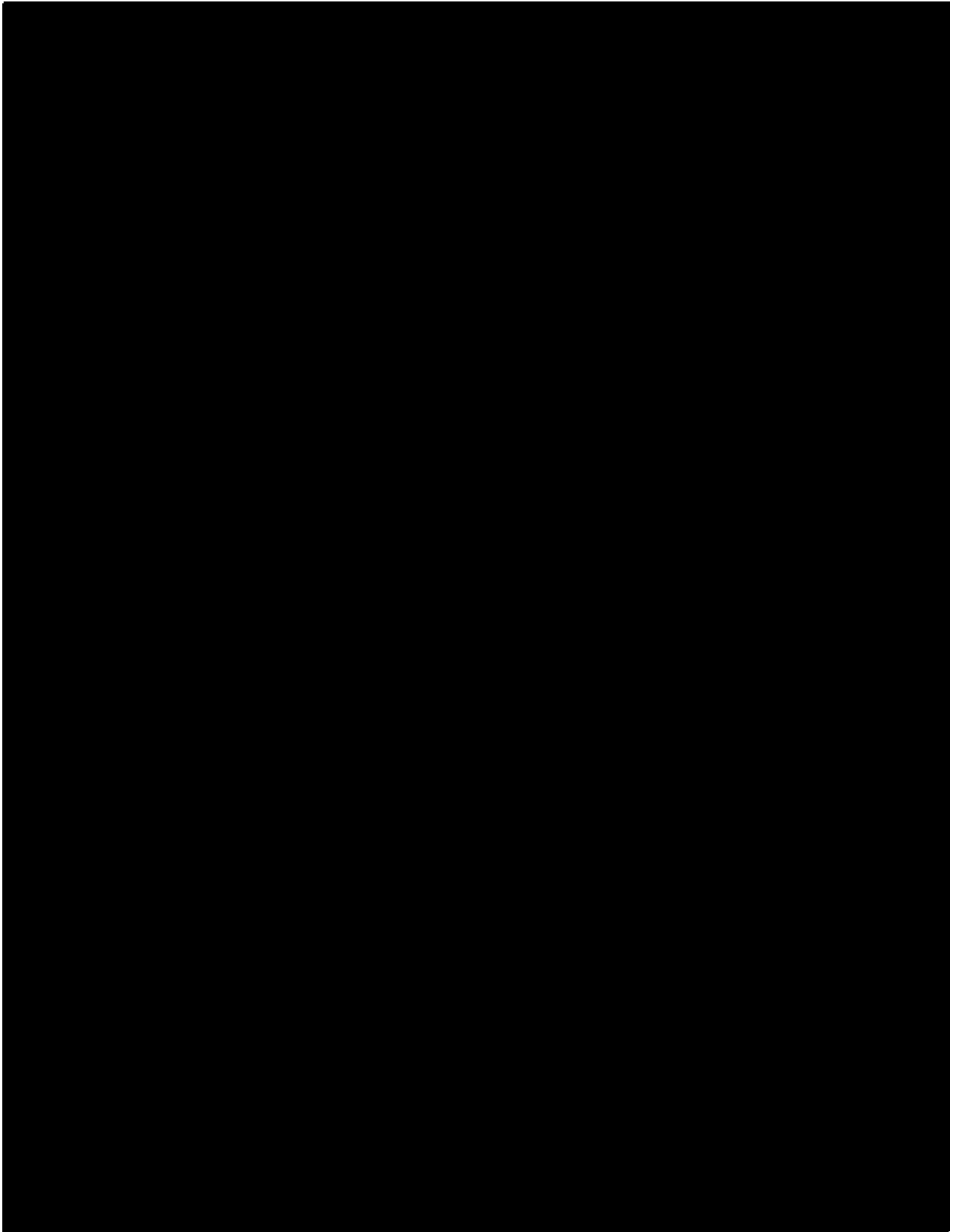
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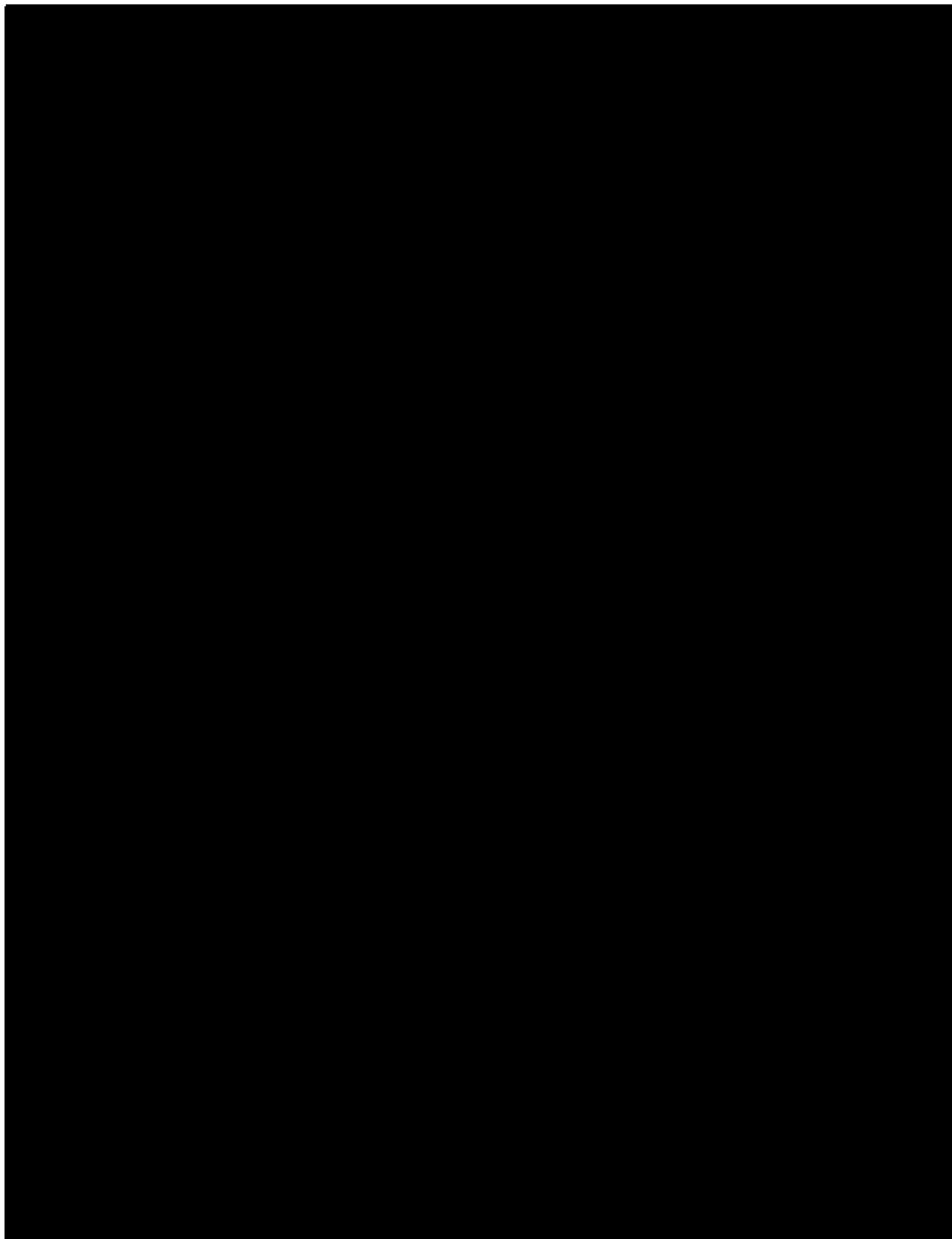
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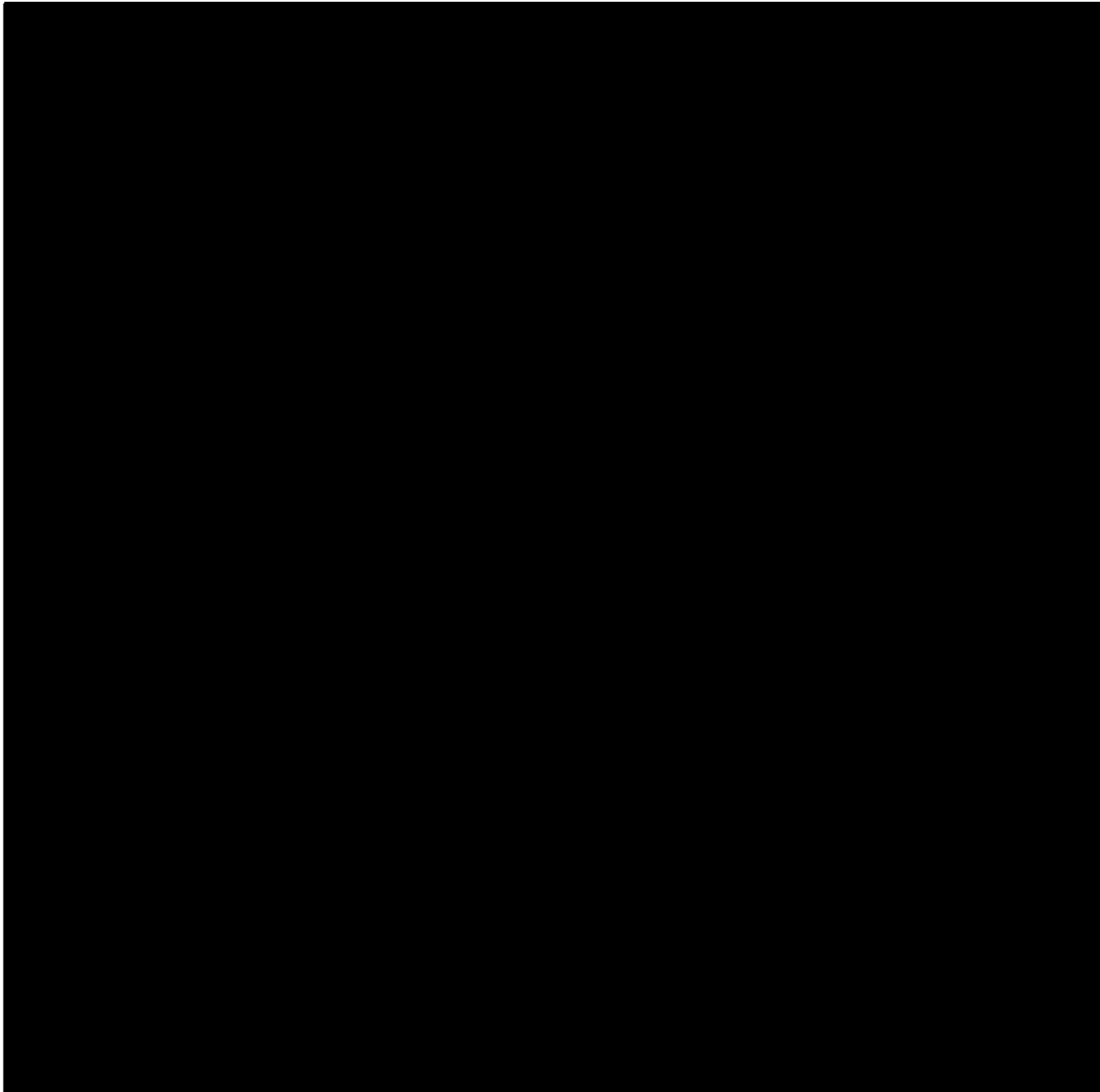


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19 Q And by "code," do you mean computer --

20 A Computer.

21 Q -- software programming code?

22 A Right, correct.

23 Q And do you know what system that

24 computer software code related to? Does it have a

1 name?

2 A Yes.

3 Q What was the name?

4 A Go ahead? Yeah, the name of the system
5 is our supplier information system.

6 Q Do you know when that IT project began?

7

8 MS. KINGERY: And I'm going to object
9 again here. This is really getting far afield
10 of the relevance of any questions. You may
11 answer.

12 MR. HULL: I emphatically disagree.

13 MS. KINGERY: I understand you do, and
14 I've allowed the witness to answer. Just want
15 it on the record that we believe this is
16 irrelevant.

17 A Could you restate the question,
18 Mr. Hull?

19 Q I think I'll just ask the reporter to
20 please read back the question.

21 (Thereupon the question was read back by
22 the court reporter.)

23 A I think there were discussions in late
24 2013 with regard to the project.

1 Q And do you know when it was completed?

2 A It was in August of 2014.

3 Q Do you know what any of the milestones
4 were in implementing that IT project?

5 MS. KINGERY: Objection. This is
6 outside the area which the witness is involved
7 or works. You may answer if you have any direct
8 knowledge.

9 A You know, on any IT project that Duke
10 Energy does, you know, there are certain milestones,
11 like you got to have the requirements together by a
12 certain date, testing is going to take place on certain
13 dates. So, you know, it's those kind of milestones.
14 You've got to know what your requirements are and
15 testing and test cases, that kind of thing, to make
16 sure that things will work appropriately in production.

17 Q So it was a fairly involved and complex
18 IT project, in your view, relative to other things you
19 might have seen in your career?

20 A I've seen things equally as complex.

21 Q Do you know what groups from Duke
22 Energy's business lines were involved in this project?

23 A Yes.

24 Q Could you tell me what those are?

1 A Well, we've got, you know, folks who
2 collect the metering data where the data first comes
3 into the system. The supplier information system has,
4 you know, business and IT folks associated with it.
5 And that data also is used by the energy accounting
6 group that, you know, provides settlement data to PJM.

7
8 So basically you've got the, you know,
9 the metering people, the system that, you know, retains
10 the data to be used by the settlement system. So it
11 was -- those were the three main areas: Meter systems,
12 supplier system and PJM settlement system.

13 Q And from each of those three main areas,
14 was there one particular person who was generally the
15 lead representative on the team?

16 A Yes.

17 Q Do you know who those three people are?

18 A Yes.

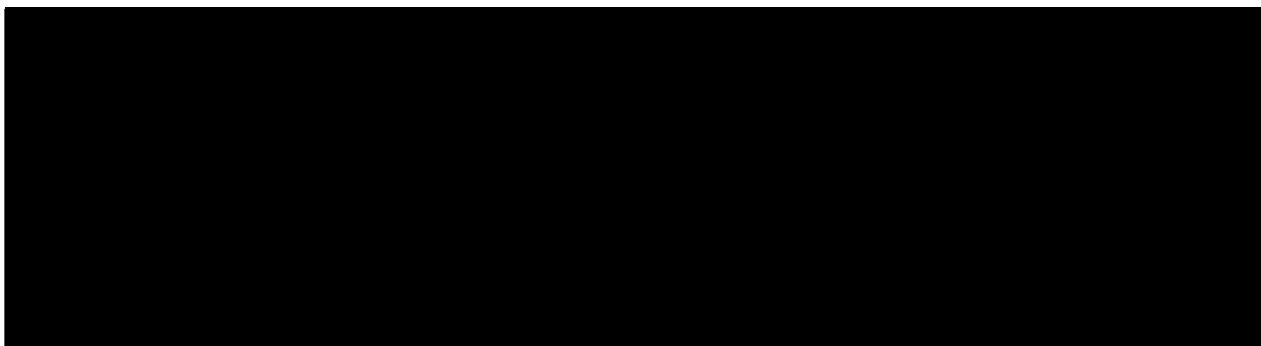
19 Q Could you tell me, please?

20 A Well, on the -- where the metering comes
21 in, Jennifer Seamon was involved in that project as a
22 business person. For the supplier information system,
23 I was the business lead, and for the PJM settlement
24 system, Dana Adams was the business lead.

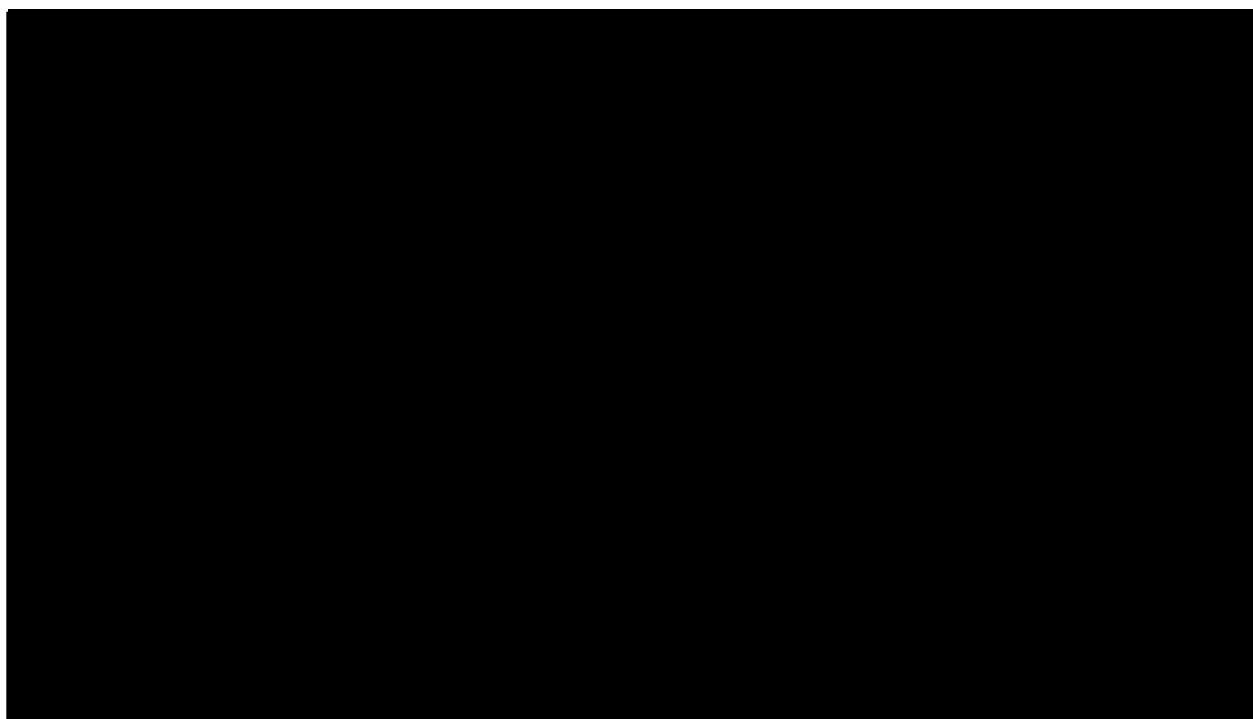
1 Q Thank you. So do you know how the
2 SunCoke meter data relates to load data that Duke
3 Energy Ohio sends to PJM?

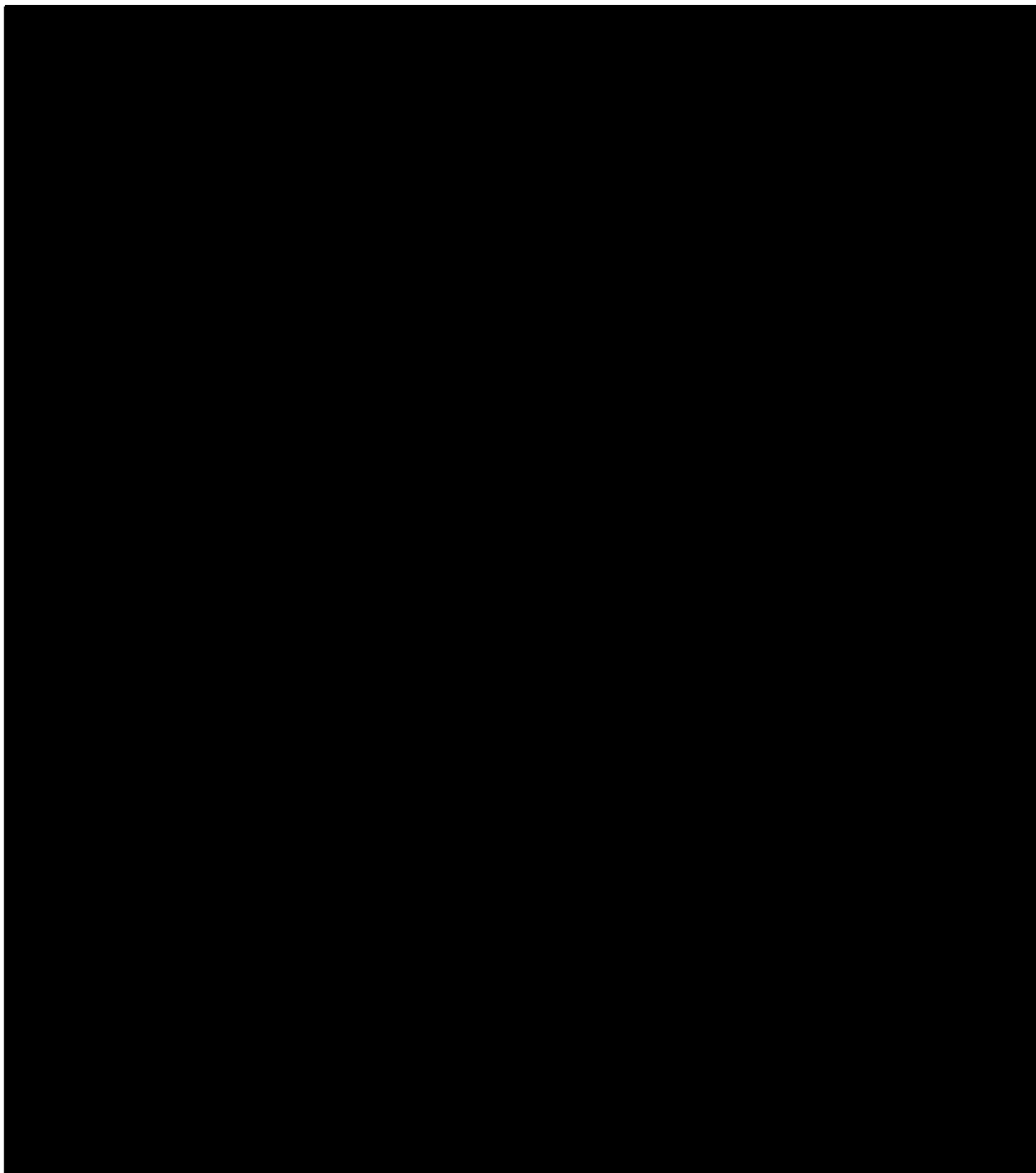
4 A I have some familiarity.

5 Q Could you explain to me your
6 understanding of how that works, please?



12 MS. KINGERY: Excuse me just a moment.
13 Let's go on the confidential, starting at the
14 beginning of his response. Go ahead.





Q So once the data has been collected and processed into this new automated system that exists after the implementation of the IT project we were just talking about, what happens to it from there?

1 MS. KINGERY: We can go on the public
2 record now.

3 A Yeah, the supplier information system,
4 and I was the business lead for, you know, has the data
5 netted and available and the settlement system can pick
6 that up from the supplier system, the supplier
7 information system.

8 Q And the settlement system you're
9 referring to, is that the one that the responsible
10 group uses to send data to PJM?

11 A Correct, yeah.

12 Q Do you know if that settlement data that
13 goes to PJM includes the individual customer load data?

14 A Once again, it's not my area of
15 responsibility, so I don't have direct knowledge of
16 what all gets sent to PJM.

17 Q Do you know if any of that data goes
18 directly over to Direct Energy out of that automated
19 system?

20 A Well, the EDI transactions we talked
21 about are sent by the supplier information system. So
22 that's what I was business lead for was the supplier
23 information system and, yeah, we, as part of testing,
24 verified EDI transactions that would come out of that

1 system.

2 Q So those EDI transactions now transmit
3 actual hourly load data to Direct Energy?

4 A If they request it, because a supplier
5 can receive summary information on a monthly basis or
6 detailed information on a monthly basis. So it's their
7 choice.

8 Q Do you know what choice Direct has made
9 since the implementation of this new process?

10 A I don't know for sure. I haven't looked
11 to see exactly what's in our system as far as the daily
12 or for the monthly transactions that go out.

13 Q And where would Direct Energy have made
14 that choice? Is that something they send you an
15 instruction in writing or is it done otherwise?

16 A Yeah, two ways to do it. One is on your
17 initial enrollment transaction. There's a field on the
18 enrollment transaction, the EDI transaction, where you
19 can state whether you want summary or detailed
20 information on a monthly basis. And if that initial
21 selection you made is not the one you wanted, there's
22 also an EDI change transaction. You can change it from
23 summary to detail or vice-versa.

24 Q So that data, assuming that Direct

1 elected to get it, that would be transmitted to them on
2 a monthly basis rather than an hourly basis, say?

3 A Correct. These EDI 867 monthly
4 transactions, there's two flavors of them. 867 MU,
5 monthly usage, which means summary level information,
6 and there's the 867 MIU, monthly interval usage, and
7 you know, it's one or the other that they get when the
8 account goes to billing, and those are sent, you know,
9 right after billing.

10 Q Okay. So to your knowledge is there any
11 way for Direct Energy, or similarly situated suppliers,
12 to get that kind of data either in realtime, or
13 otherwise more frequently, than the end of the billing
14 cycle?

15 A No. We have no realtime information
16 available.

17 Q Do you have any sense of why that is?

18 A Well, it's certainly an expense to make
19 it available, which would, you know --

20 Q Do you know what --

21 A Go ahead.

22 Q I'm sorry. Go ahead.

23 A No. I think that was it.

24 Q Do you know what it might entail in

1 terms of systems or process to make that available?

2 MS. KINGERY: Objection. You're asking
3 again for a guess from the witness.

4 MR. HULL: No. I asked if he knew. If
5 he doesn't know, he can say as much.

6 A No, I don't know anything about the
7 details of making such data available, and what it
8 would take.

9 Q Do you know when you first became aware
10 of the metering issues that are the subject of this
11 discussion? SunCoke, that is.

12 A Well, I know that Direct Energy was here
13 some time in June of '13, and certainly we were aware
14 of it at that point. I'm not sure how far in advance
15 of that meeting that I was aware. It could have been
16 in May of 2013.

17 Q Would it have been in February?

18 MS. KINGERY: Objection. The witness
19 just said he didn't know.

20 Q Do you know how you found out?

21 A I know there was a question that came in
22 to our supplier business center. We have an email
23 inbox, and I think Direct Energy was asking some
24 questions about usage at that point.

1 Q And do you recall what those emails
2 said?

3 A Not specifically.

4 Q Generally?

5 A Yeah, I know they were looking at EDI
6 usage that we sent to them, and the email said
7 something about comparing them to their PJM settlement,
8 and that's pretty much all I know.

9 Q Do you know whether those concerns were
10 the same generally throughout 2013?

11 A Well, you know, once again, when we
12 learned about the situation, as I said, we had a
13 meeting with Direct Energy in June of '13, and I also
14 mentioned about, you know, the manual spreadsheets we
15 provided. So obviously there were things we knew and,
16 you know, made information available.

17 Q But you don't recall anything more
18 specific than that?

19 A No. We -- you know, we basically
20 responded to the supplier, Direct Energy business with
21 information they requested.

22 Q And did you personally have email
23 correspondence with them?

24 A In '13, I don't know offhand.

1 Q And other than people at Direct Energy
2 or at Duke, did you discuss the process with anyone
3 outside of those two entities?

4 A Not that I'm aware of, no.

5 Q Are you aware of any similar meter data
6 issues involving other Duke customers?

7 A No.

8 Q Are you familiar with Duke's certified
9 supplier tariff?

10 A Yes.

11 Q And are you familiar with the term
12 "meter data management agent" or MDMA?

13 A Yes.

14 Q Could you tell me your understanding of
15 what it is that the MDMA does?

16 A Well, the MDMA is responsible for
17 reporting usage information to PJM for settlement.

18 Q And that's the data that comes out of
19 the IT solution that we were talking about earlier; do
20 you know?

21 A Yeah, that would be part of the data
22 that would go to PJM.

23 Q So does that get aggregated with all the
24 other customers of Direct and Duke's service territory,

1 that data?

2 A Correct.

3 Q Do you know who at Duke performs the
4 MDMA work?

5 A Yes, I do.

6 Q Could you tell me the name of that
7 group, if you know it?

8 A Sure. The Energy Accounting Group.

9 Q And do you know who leads that?

10 A Dana Adams.

11 Q And so it sounds like that group is
12 distinct from the group that is responsible for reading
13 the meters themselves; is that right?

14 MS. KINGERY: I'm going to object here.

15 Can you clarify what you mean by "distinct"?

16 Q Is the MDMA group responsible for
17 polling the electric service meters such as those at
18 SunCoke's facility in Middletown?

19 MS. KINGERY: And I'm going to caution
20 the witness here not to guess. Just make sure
21 that your answer is true to the extent that you
22 have direct knowledge of that.

23 A Okay. If you would, could you state the
24 question again? I'm not sure what it is you're asking.

1 Q I'll just ask the reporter to read the
2 question back.

3 (Thereupon the question was read back by
4 the court reporter.)

5 A Was that polling or pooling? Could you
6 explain what you mean by pooling?

7 MR. HULL: P-o-l-l-i-n-g.

8 A Could you explain what you mean by
9 pooling?

10 MS. KINGERY: No, it wasn't pooling? It
11 was polling two L's, one O.

12 THE COURT REPORTER: No. He said two
13 O's. Didn't you say two O's?

14 MR. HULL: Let me substitute a different
15 term that I think is equivalent, and maybe
16 Mr. Jones is familiar with that. Interrogating.

17 A Well, interrogating the actual meters
18 themselves?

19 Q Correct.

20 A And you're asking whether the MDMA,
21 meter data meter agent, actually pulls that data from
22 the meters or interrogates those meters?

23 Q Yes.

24 A No. The answer is no.

1 Q And that group would be which group at
2 Duke?

3 A The MDMA? What are we talking about?

4 Q No. I would like to know the group that
5 actually does the polling or interrogation of the
6 meters, or is responsible for it if it's automated.

7 A Well, I mentioned the metering area
8 before, but I don't know what their process is and who
9 is responsible for that. But that's the initial place
10 the data comes in.

11 Q And that's -- I apologize. My memory is
12 failing me, the precise name of that group. I think
13 you did have one for it earlier, and I apologize.

14 A I don't think I named the group.

15 Q Does it have a name; do you know?

16 A I don't know what the exact name of the
17 group is off the top of my head.

18 Q Do you know who's in that group?

19 MS. KINGERY: Objection. Asked and
20 answered. Go ahead. You can answer again.

21 A Well, I think I mentioned the name
22 Jennifer Samone, and I can't tell you whether she's
23 responsible for the interrogation or not. I don't know
24 exactly what her duties are.

1 Q Do you know if any of the type of issues
2 that we've been talking about with regard to SunCoke's
3 metering existed in 2012?

4 A I haven't, you know, been involved in
5 investigating back that far.

6 Q So you're not aware of any in 2012?

7 MS. KINGERY: Objection. Yeah.

8 A Correct.

9 Q Do you know if there would have been a
10 need to do the type of netting that we've been
11 discussing in 2012 for Suncoke's meter data?

12 MS. KINGERY: I'm going to object. The
13 witness just said that he has not investigated
14 prior to 2013.

15 MR. HULL: I didn't ask him whether he
16 investigated. I just wanted to know whether
17 something had changed.

18 MS. KINGERY: You may answer the
19 question to the extent that you know.

20 A Well, as far as what changed in 2013 is
21 that Direct Energy business became the supplier, and
22 that's where my involvement is, being in the supplier
23 business center. So I don't deal with standard offer
24 customers which SunCoke would have been prior to Direct

1 Energy serving them.

2 Q So in the course of your work on this
3 project in 2013 and 2014, you never had any knowledge
4 of any similar problems having occurred in 2012?

5 A That was not discussed.

6 Q Are you aware of anything in terms of
7 the metering configuration that changed at SunCoke
8 between 2012 and 2013?

9 MS. KINGERY: I'm going to object here.
10 The witness just said that he was not involved
11 with SunCoke prior to 2013.

12 A Yes, I know nothing about the metering
13 prior to 2013.

14 MR. HULL: Jeanne, we would like to take
15 a five-minute break. When we convene, we'll
16 probably have just a small number of additional
17 questions.

18 MS. KINGERY: All right. That's fine.
19 So we'll come back. We'll just mute and come
20 back in five minutes.

21 MR. HULL: Okay. Thank you.

22 MS. KINGERY: And we're muted.

23 (Thereupon a recess was taken.)

24 MS. KINGERY: We're here, so we will go

1 back on the record.

2 MR. HULL: Thank you.

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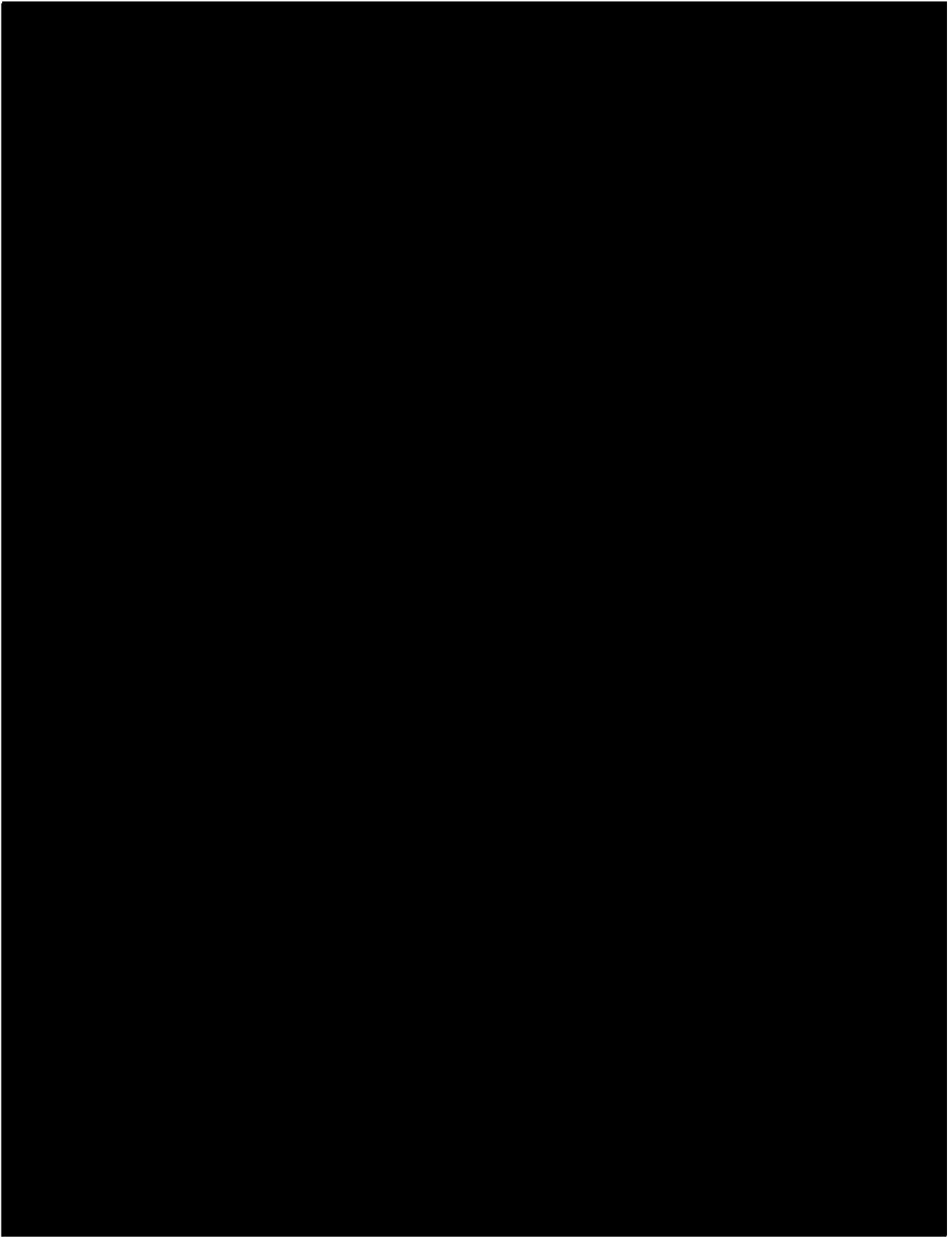
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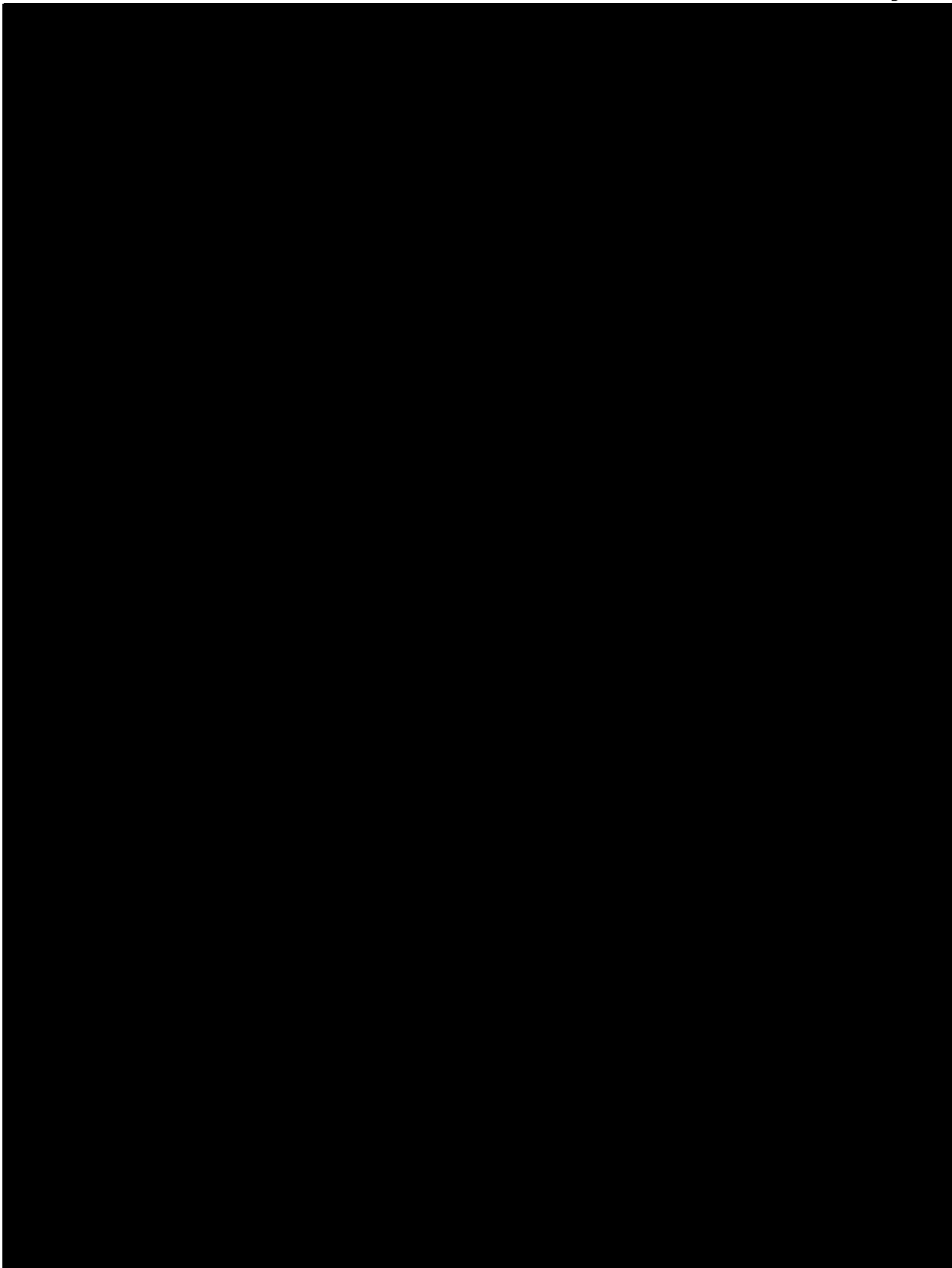
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MS. KINGERY: Excuse me. Just one
second. Starting from the beginning of this
question should be confidential. Go ahead.

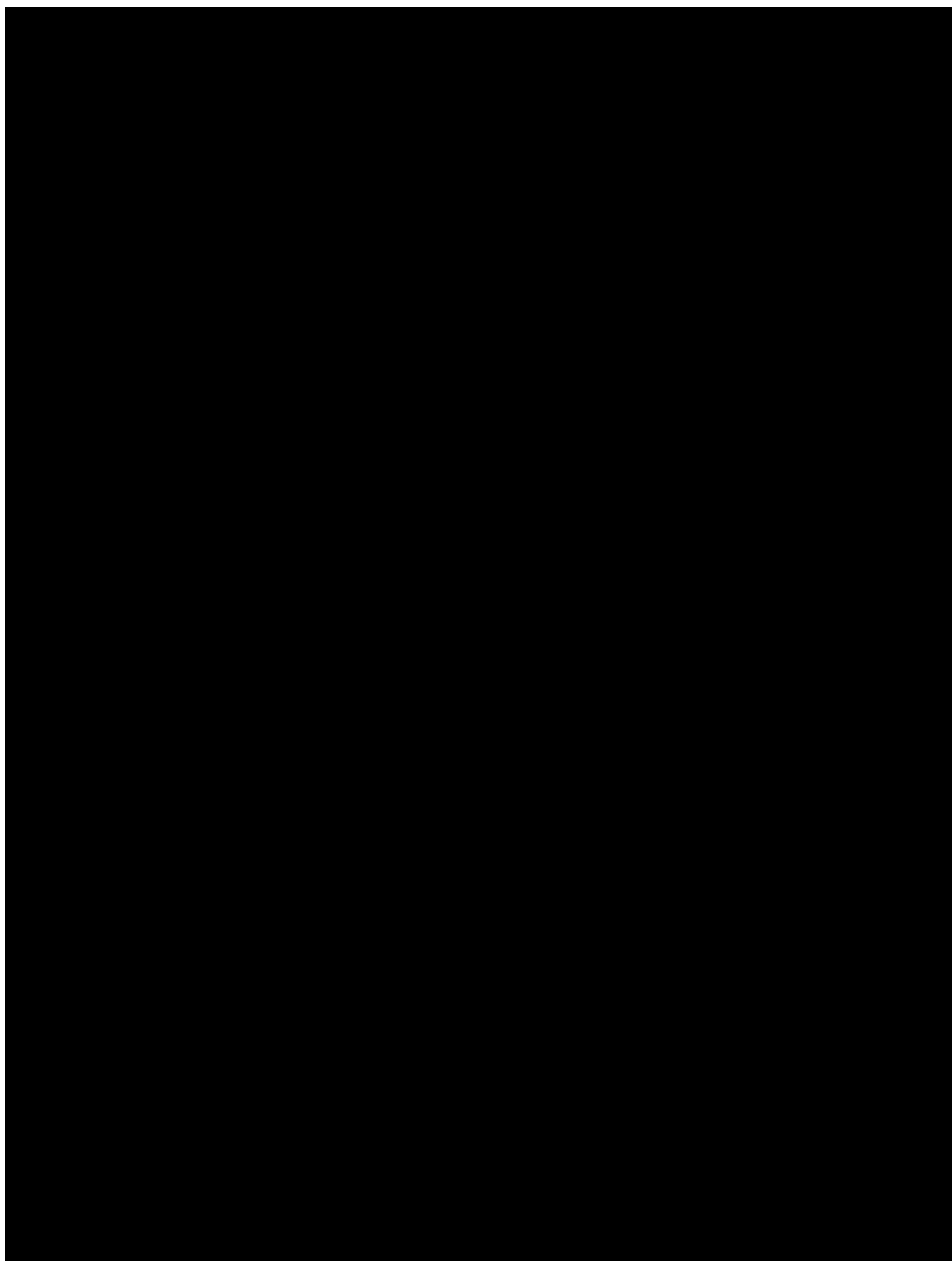
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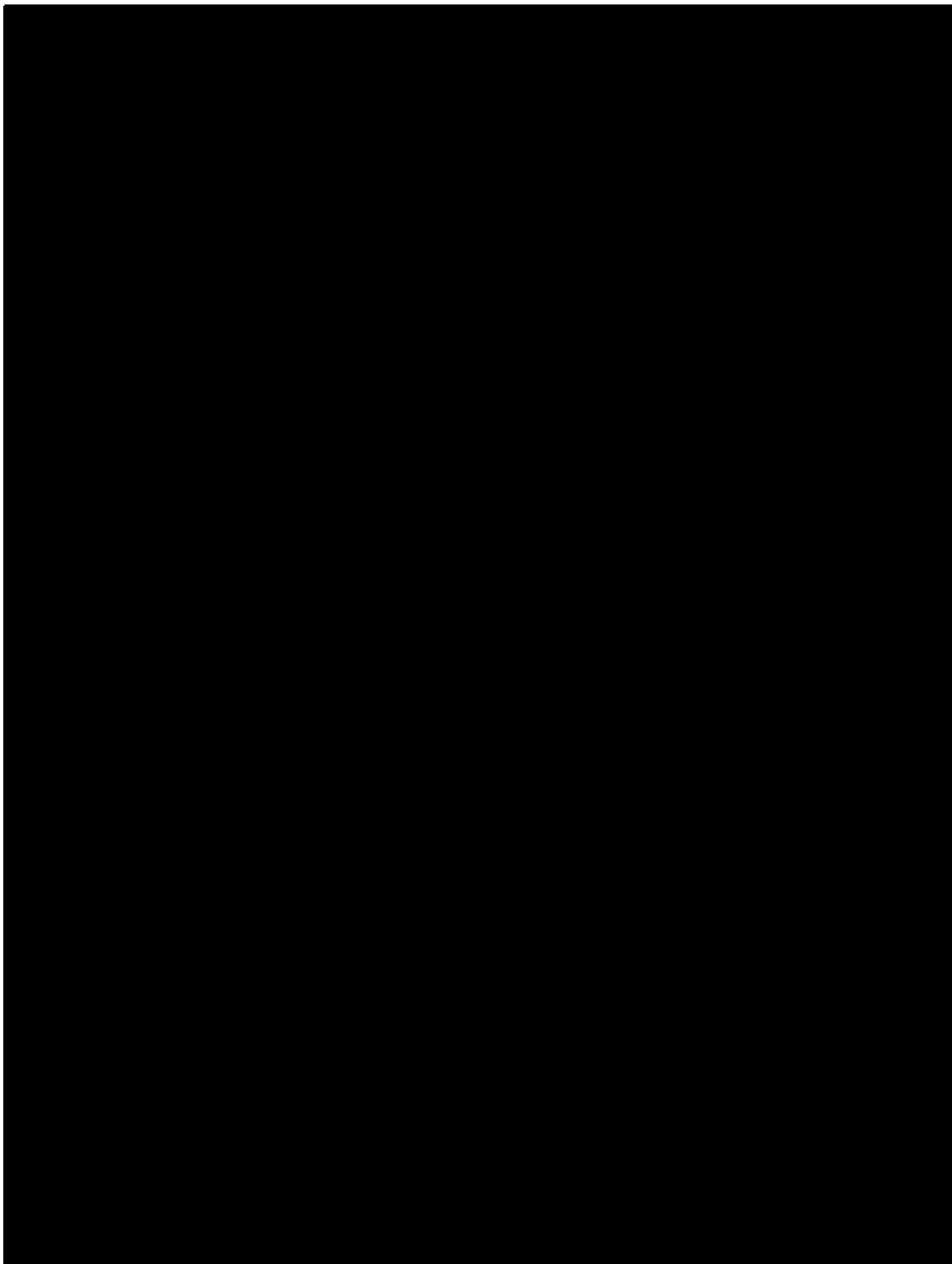
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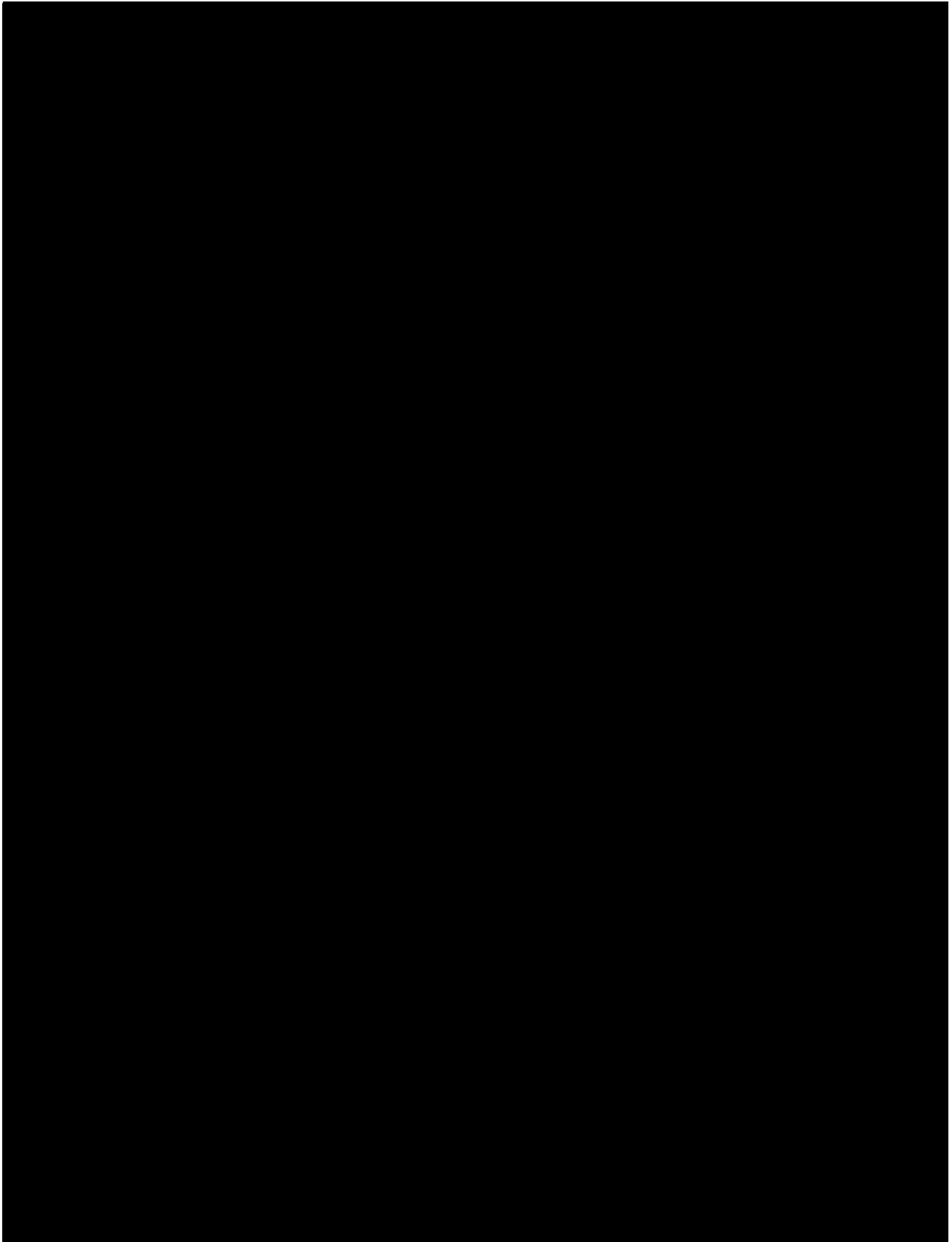
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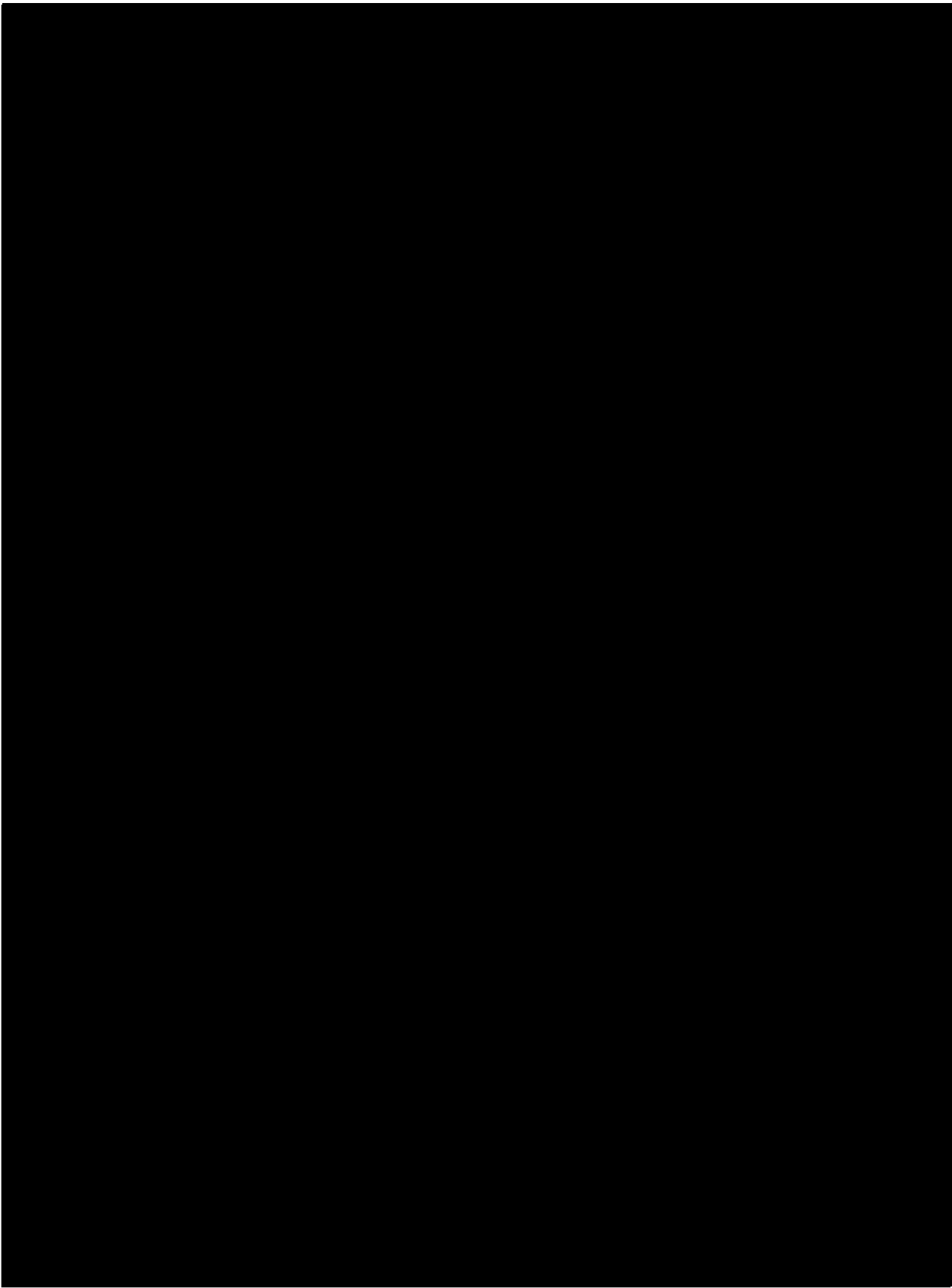
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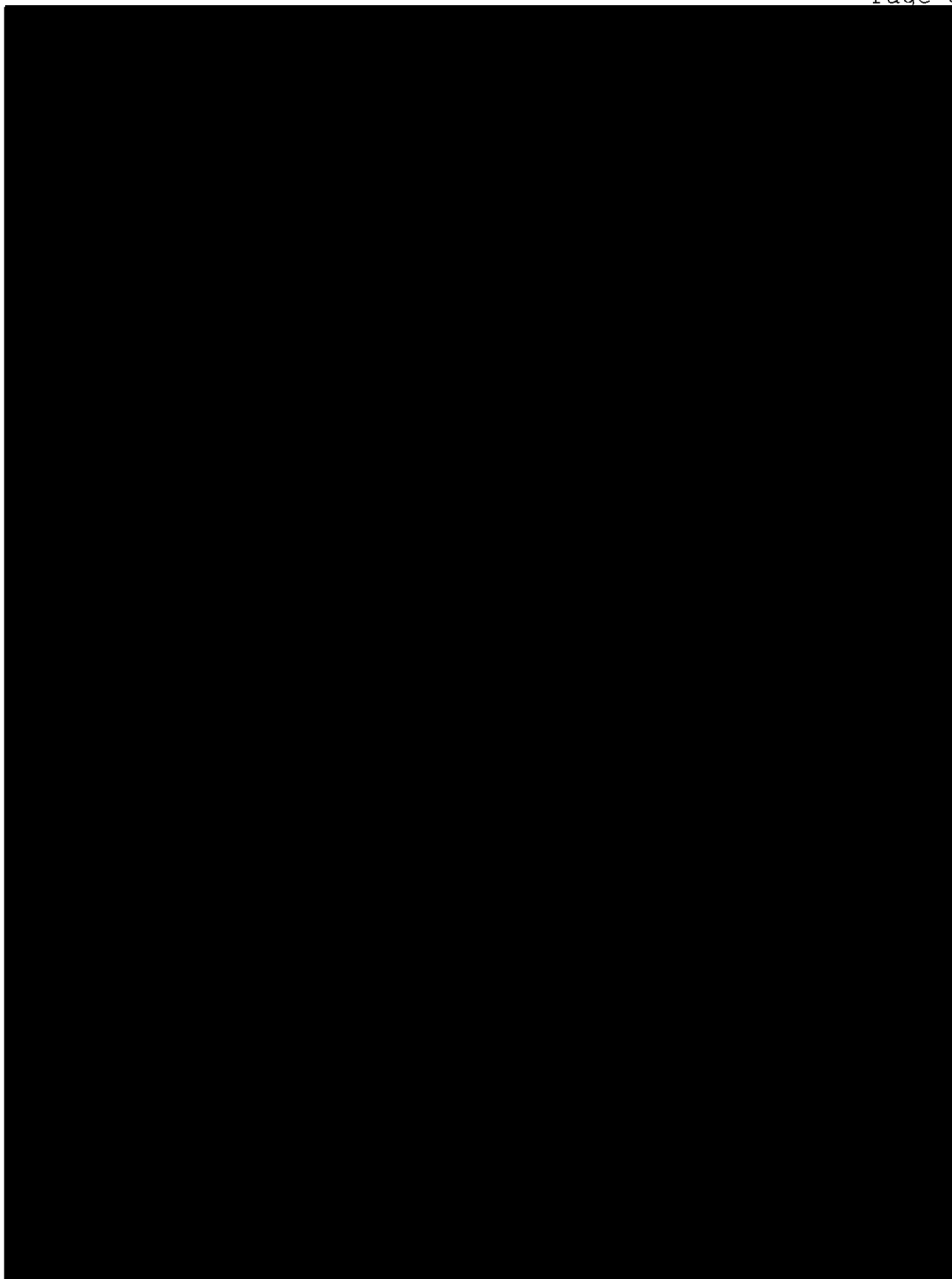
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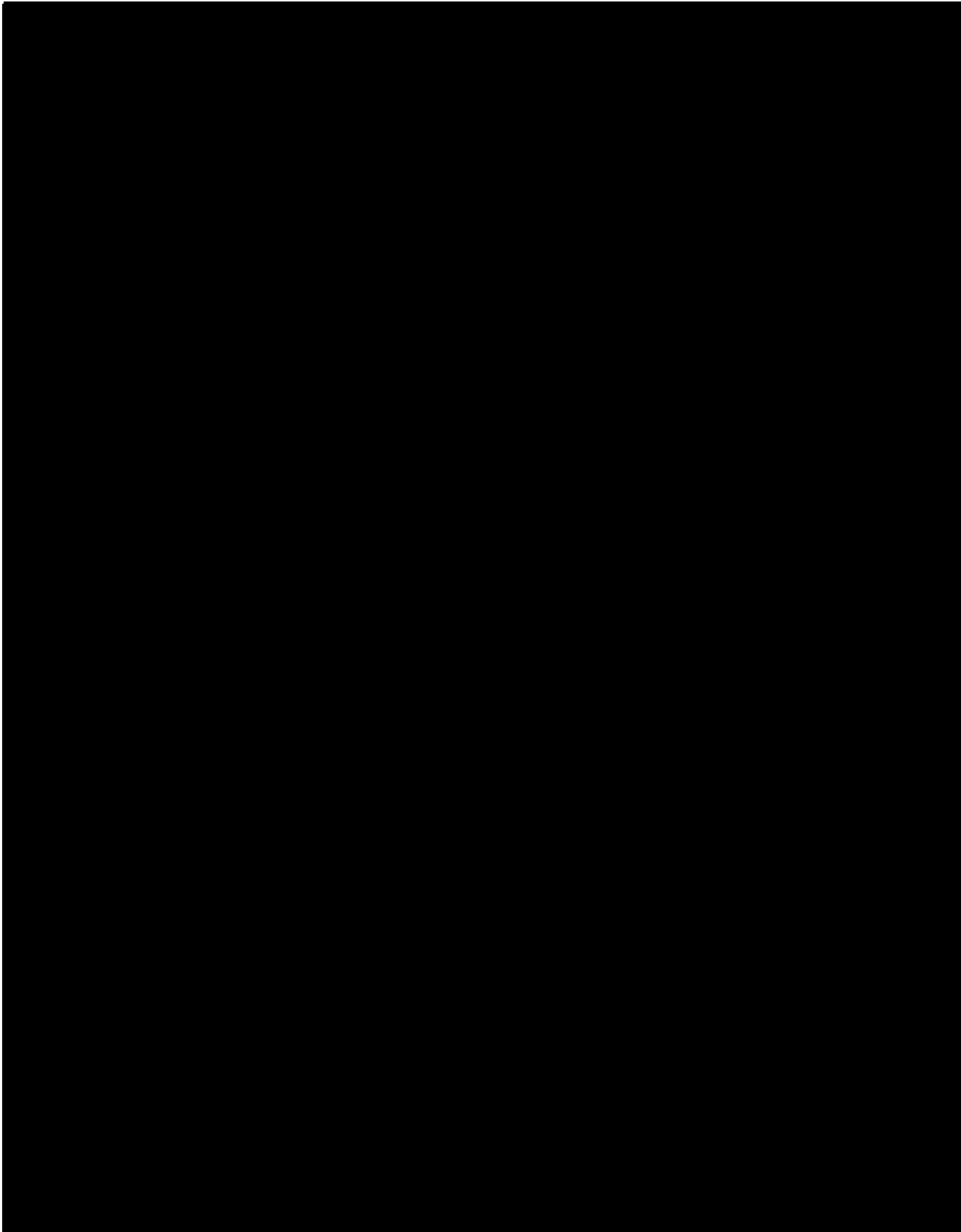
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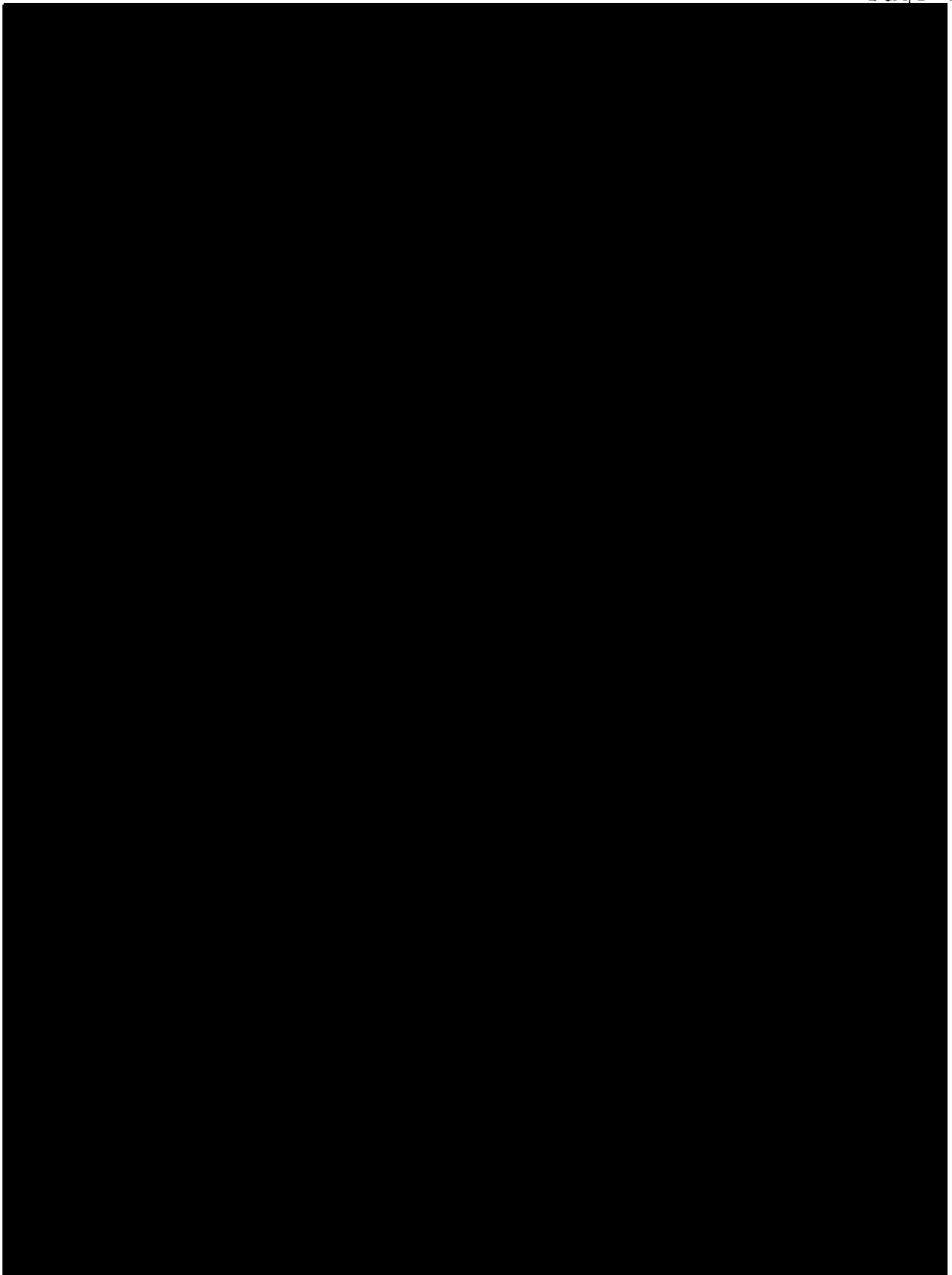
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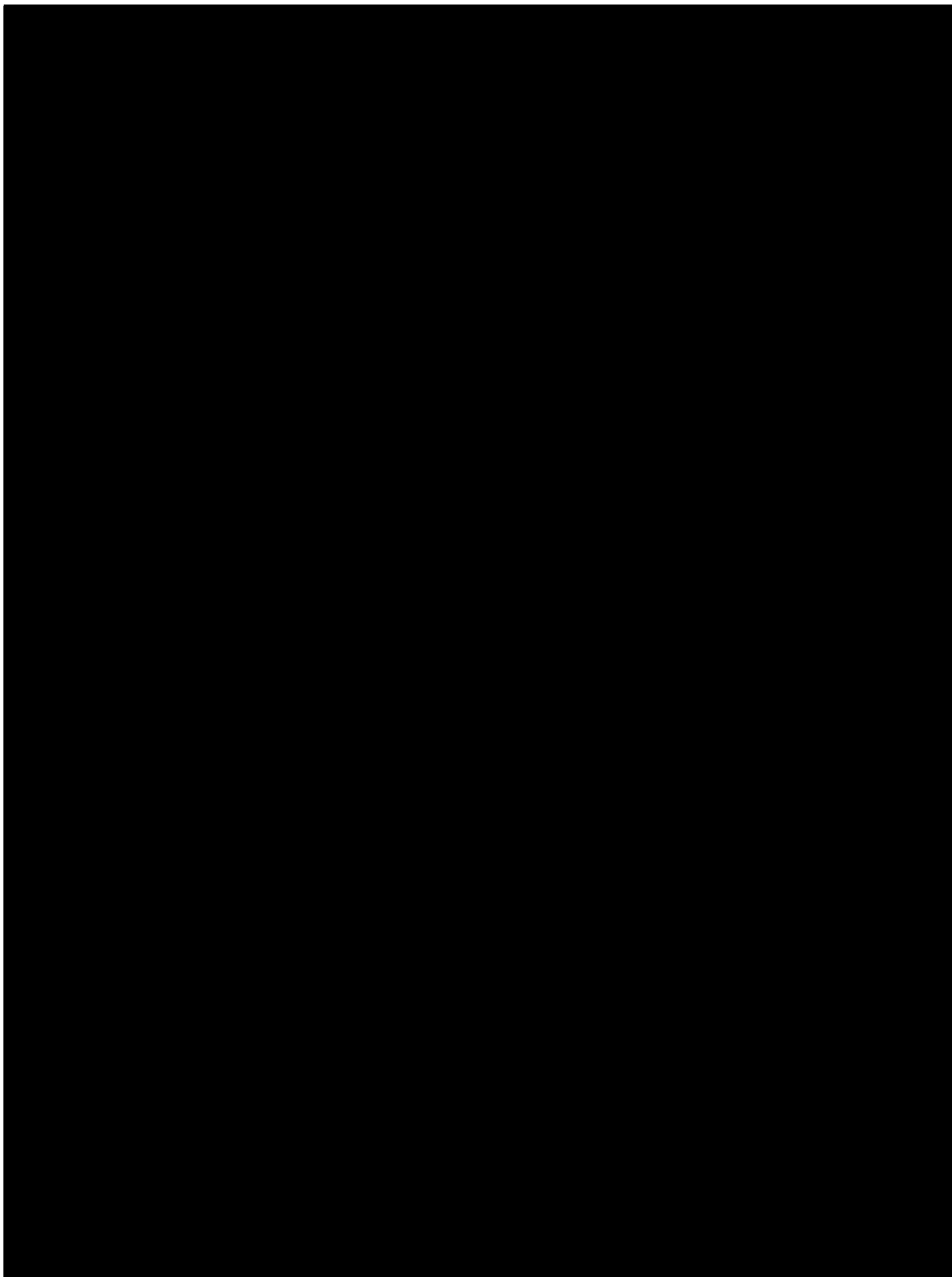
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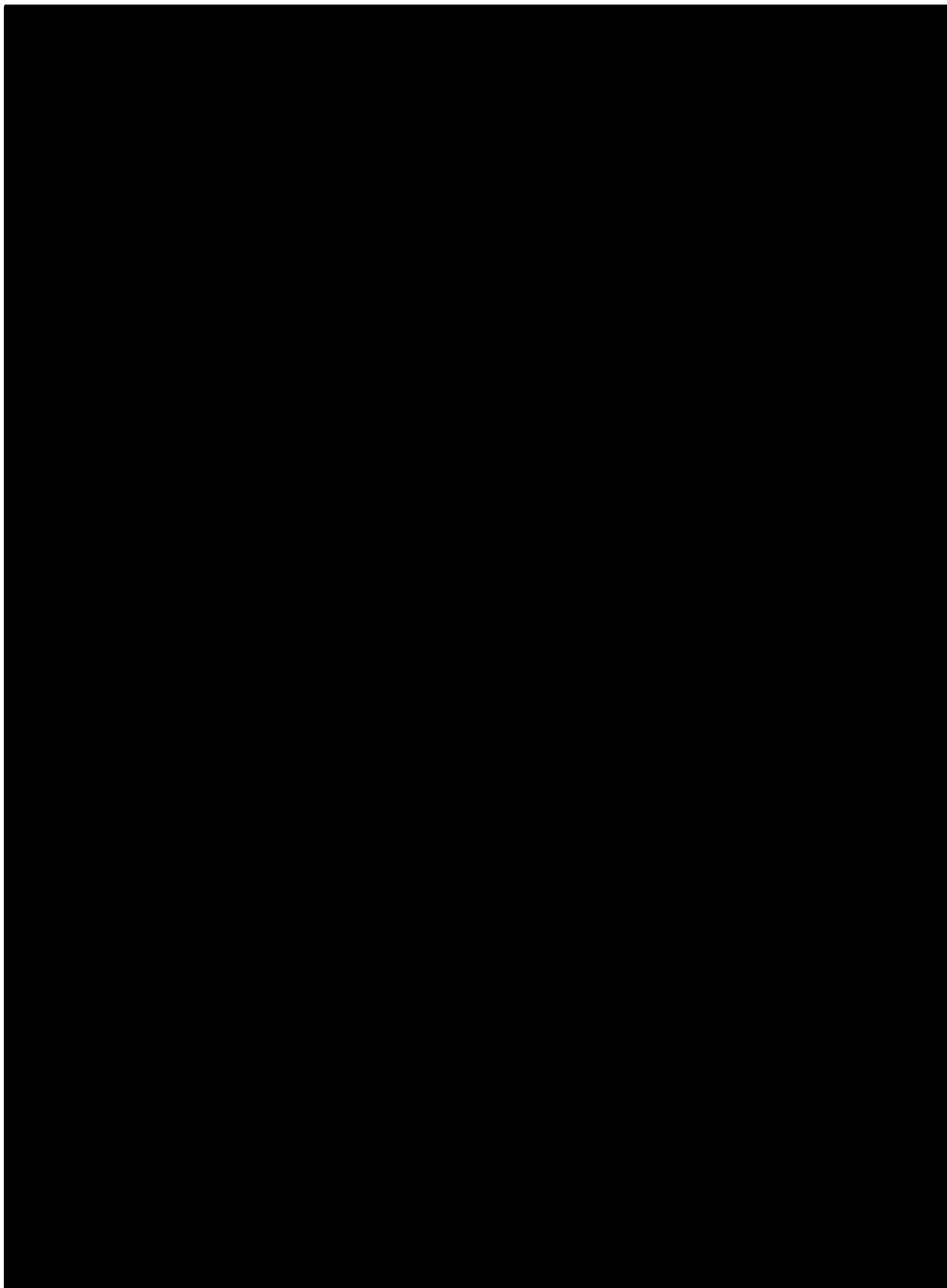
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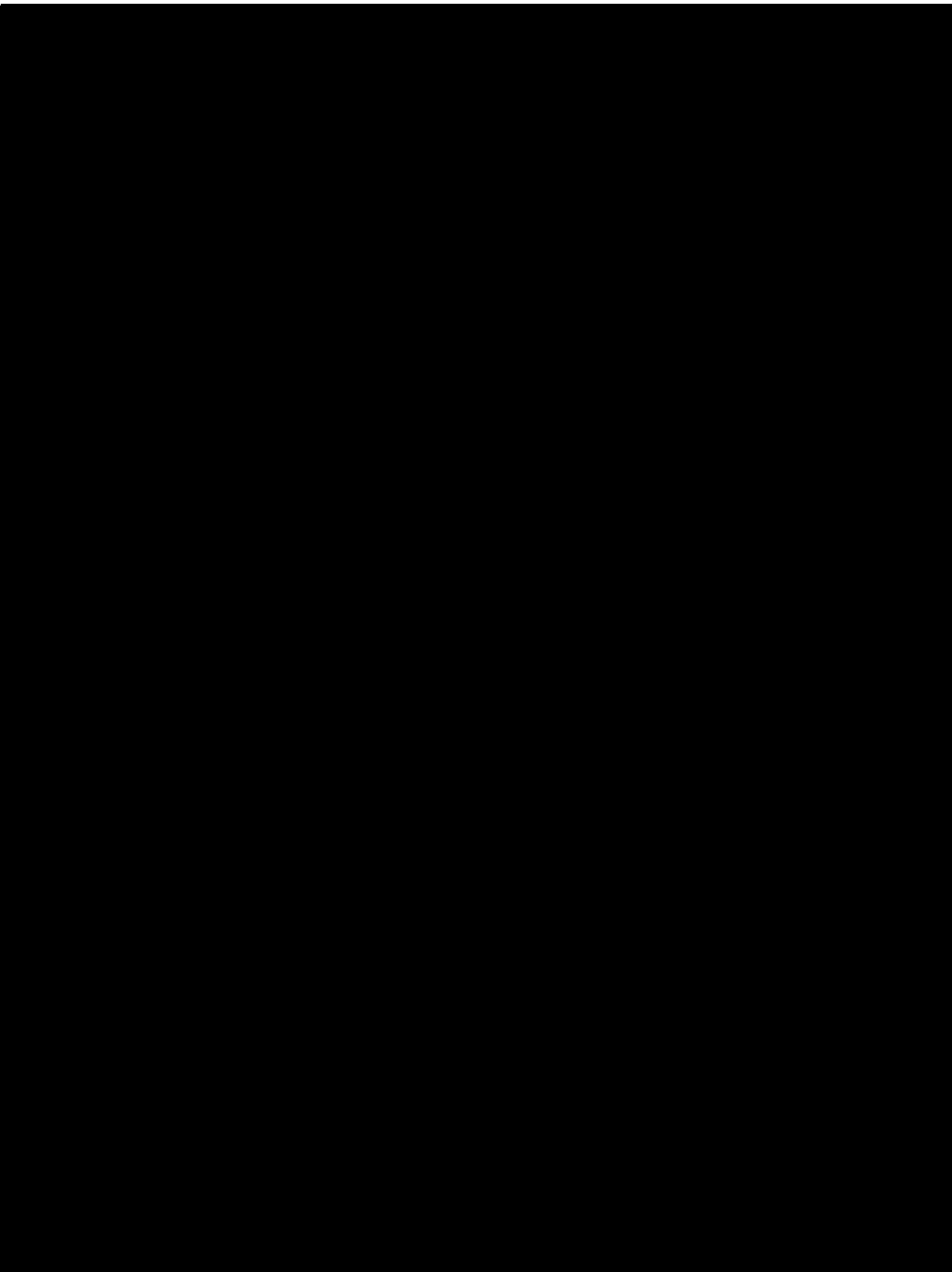
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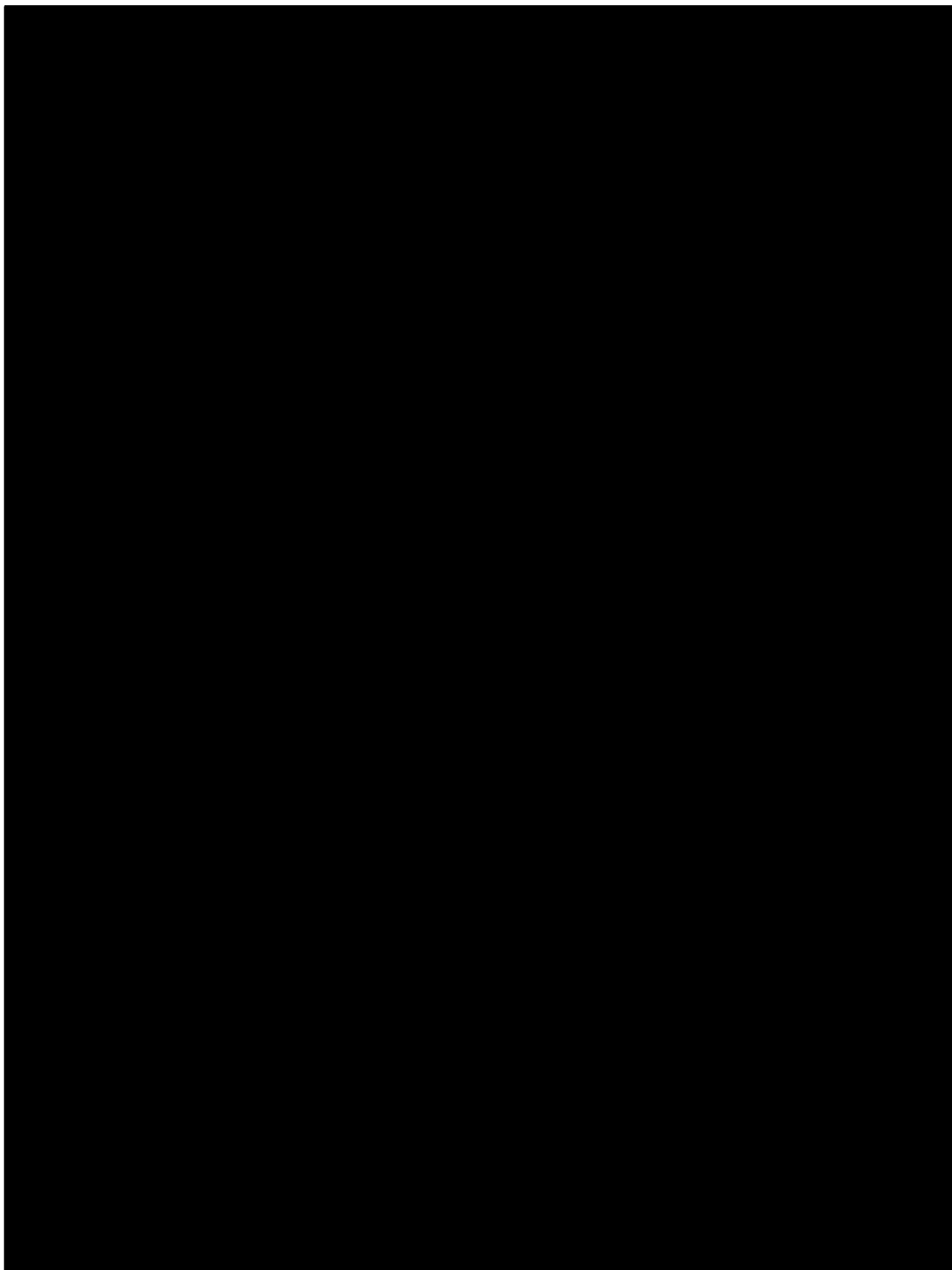
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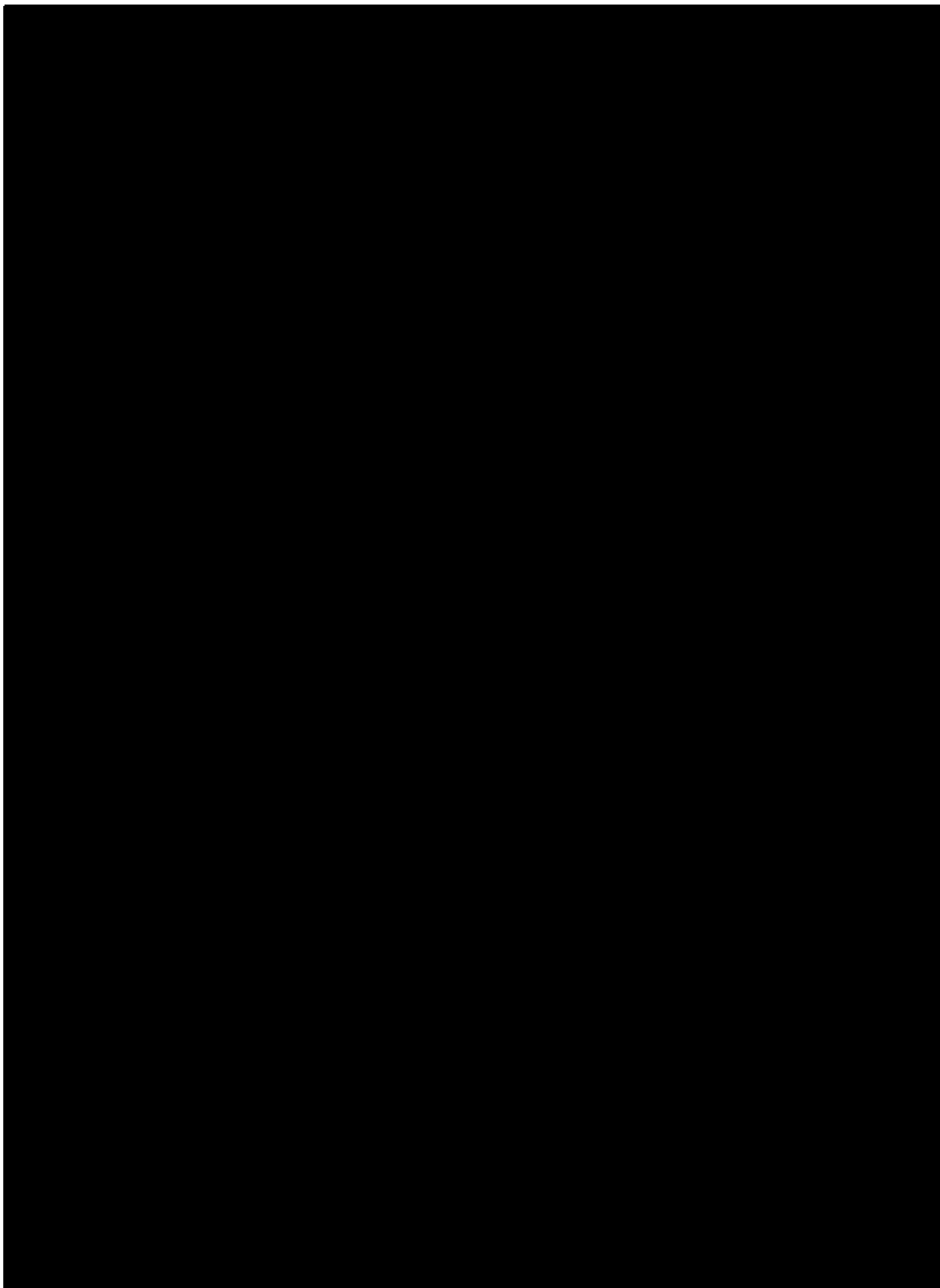
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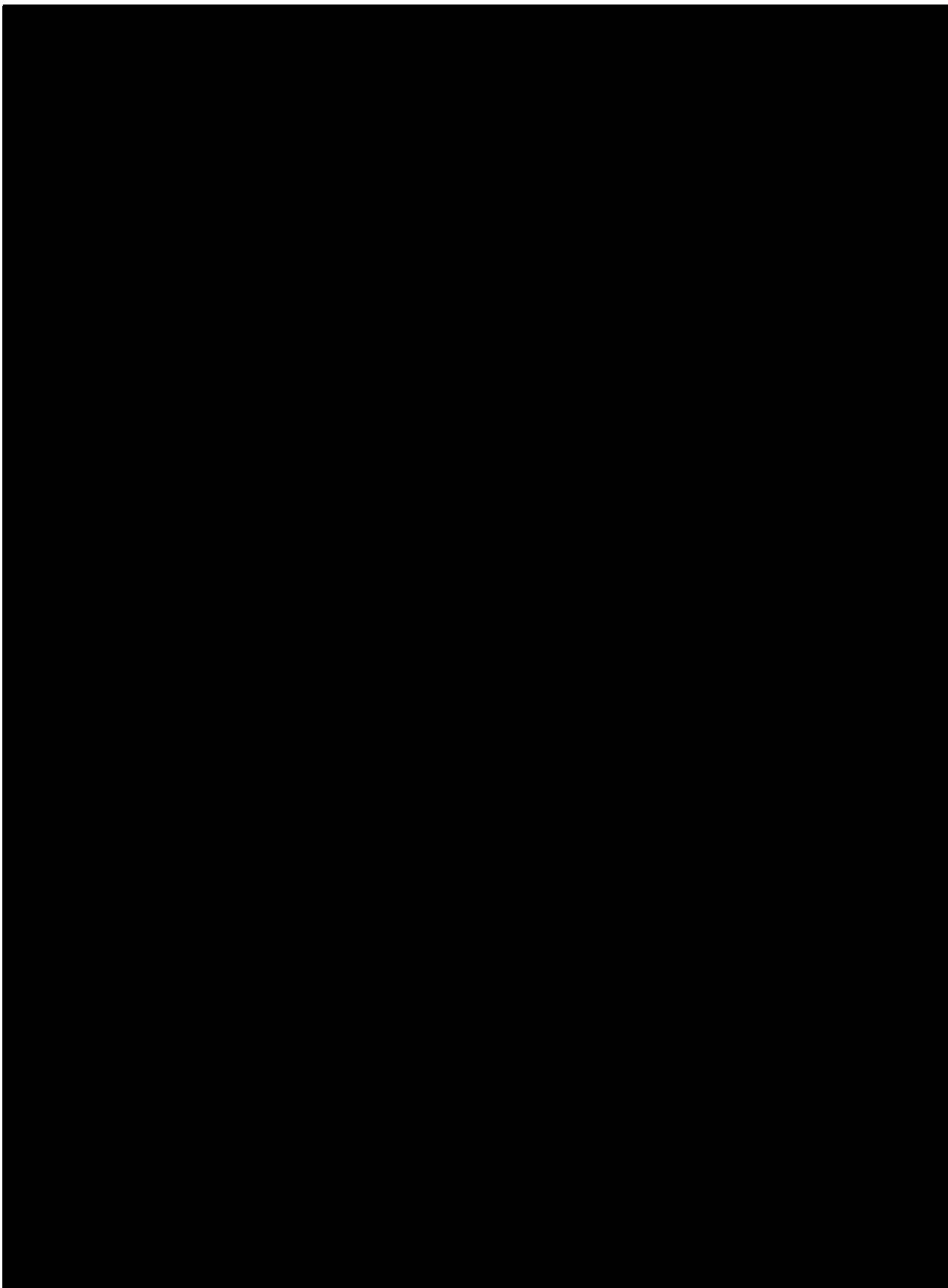
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1 Q Where in the work chart is Mr. Timothy
2 Abbott in relation to you in your organization? Is he
3 directly above?

4 MS. KINGERY: We can go on the public
5 record at this point. Go ahead.

6 A No.

7 Q He's not directly above, but is he above
8 you or your organization of the work chart?

9 A No, he's not.

10 Q Could you just tell me then who you
11 directly report to and their title, please?

12 A Okay. I'm senior account manager,
13 customer choice, and I report to Ginny Segbers,
14 G-i-n-n-y; Segbers, S-e-g-b-e-r-s, who is the manager
15 of the certified supplier business center.

16 Q And do you know who she reports to and
17 their title?

18 A Yes.

19 Q Could you tell me, please?

20 A Tiffany Dennison.

21 Q Do you know her title?

22 A I don't know that I got the official
23 title down for her. I think it has "reporting" and
24 "compliance" in the title, but I don't have her exact

1 title. I don't know.

2 Q And do you know what her business unit
3 might be referred to as?

4 A Well, as I mentioned the name that's
5 escaping me has reporting and compliance in it.

6 Q And above Tiffany on the work chart, who
7 would we find there, if you know?

8 A Rick Larson.

9 Q Do you happen to know his title?

10 A I believe it's general manager of
11 customer services support.

12 Q And then above Rick, who would we find
13 on the work chart?

14 A He reports to the vice-president, Gayle
15 Lanier.

16 Q And she's a vice-president. Does she
17 have another descriptor after the vice-president such
18 as Power Delivery or something along those lines?

19 A It's got "customer" in the name. I
20 don't know if it's customer services. Something close
21 to that.

22 Q And then above Gayle, who is there?

23 A You're asking tougher questions. I'm
24 trying to think who Gayle reports to. I don't know off

1 the top of my head. It's somebody that would be a
2 senior VP.

3 Q Okay. And you don't know what that
4 business unit that that senior VP is in? Do you know
5 what that would be?

6 A No. I would have to go to the company's
7 organizational chart to get the official names and
8 titles and so forth.

9 Q Okay. Thank you.

10 Do you have any sense of how this
11 metering issue that we've been talking about for
12 January and February 2013 might affect suppliers other
13 than Direct Energy if it were to be corrected?

14 MS. KINGERY: And I'm going to object
15 here to the extent you're asking Mr. Jones to
16 guess.

17 MR. HULL: Well, strike the "any idea"
18 portion then. I'll restate the question.

19 Q Mr. Jones, do you have knowledge of how
20 correction of the meter data issue with PJM, that's
21 involved in the matter we've been talking about today,
22 do you have any idea how that would affect other retail
23 suppliers if it were corrected?

24 MS. KINGERY: And just for the record, I

1 would object to characterizing it as a
2 correction, but go ahead and answer.

3 A Okay. Well, it's not my area. It would
4 be in the area that involves PJM settlement, which I'm
5 not part of.

6 Q Would that be Dana Adams's group?

7 A Yes.

8 Q So you wouldn't have any sense then of
9 what some sort of presettlement with PJM and all of
10 that meter data, you wouldn't have any idea what sort
11 of financial impact that might have on Duke, or anyone
12 else for that matter, right?

13 MS. KINGERY: And I'll object again to
14 the extent that you're asking him to guess.

15 A Well, if the question was I don't have
16 any idea, then the answer is yes, I have no idea.

17 Q Okay. Thank you.

18 So have you had any interaction with
19 Timothy Abbott in regard to this matter?

20 A Very limited interaction.

21 Q What was the nature of that, please?

22 A Well, I think we were with counsel at
23 the time just discussing the matter.

24 Q Was that in 2015?

1 A Yeah, in 2015, um-hum.

2 Q Was it in April of 2015?

3 A I don't know if it was in April or not.

4 Q Okay. Before that meeting with counsel
5 that you referenced then, had you ever talked to
6 Timothy Abbott about this matter?

7 A No, I have not. No.

8 Q Thank you. The meter data management
9 agent for default service customers, do you have any
10 idea who in Duke Energy Ohio, who performs that role
11 for Duke Energy Ohio?

12 A What I know is, you know, the settlement
13 system has the account for all energy within Duke
14 Energy Ohio, so that includes standard service offer
15 and customer choice load.

16 Q And do you know if the same people
17 accessing that settlement system for metered data
18 management agent's purposes related to CRESS suppliers
19 are the same people that are accessing that settlement
20 system for meter data management agent purposes with
21 regard to SOS?

22 A I really think it's a question for those
23 folks that do that work exactly, exactly what they're
24 reporting.

1 Q Do you know?

2 A It would be hearsay to say I know
3 because I don't have direct knowledge. I don't have
4 access to their system. I don't know what they're
5 reporting on a daily basis. It's not part of my job
6 responsibilities.

7 Q So you're saying you don't know?

8 A Correct. Yeah, I don't know what it is,
9 you know, how they account for the standard service
10 offer.

11 MR. HULL: Okay. All right. We don't
12 have any more questions for Mr. Jones. Thank
13 you, Mr. Jones. I really appreciate your time
14 and the information you've provided today.

15 THE WITNESS: You welcome.

16 MS. KINGERY: And we will need a
17 signature.

18 (Deposition concluded at 3:20 p.m.)
19
20

21 DANIEL JONES
22
23
24

C E R T I F I C A T E

STATE OF OHIO :
: SS:
COUNTY OF HAMILTON :

I, Katherine H. Depperman, Registered
Professional Reporter, the undersigned, a duly
qualified and commissioned Notary Public within and
for the State of Ohio, do hereby certify that prior
to giving of his deposition, the within named, DANIEL
JONES, was by me first duly sworn to testify the
truth, the whole truth, and nothing but the truth;
that the foregoing pages constitute a true and
correct transcript of testimony given at said time
and place by said deponent; that said deposition was
taken by me in stenotypy and transcribed by me; that
I am neither a relative of nor attorney for any of
the parties to this litigation, nor relative of nor
employee of any of their counsel, and have no
interest whatsoever in the result of this litigation.

I am not financially interested in the
action; I am not, nor is the court reporting firm with
which I am affiliated, under contract as defined in
Civil Rule 28(D).

IN WITNESS WHEREOF, I hereunto set my hand

1 and official seal of office at Cincinnati, Ohio, this
2 27th day of April, 2015.

3
4 My Commission Expires: Katherine H. Depperman, RPR
5 January 1, 2018 Notary Public-State of Ohio.
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1 CASE: DIRECT ENERGY BUSINESS vs.
2 DUKE ENERGY OHIO
3 WITNESS: DANIEL JONES
4

5 Daniel Jones
6 Signature of witness
7

8 *****

9 STATE OF OHIO
10 COUNTY OF HAMILTON
11

12 Subscribed and sworn to before me this 29TH
13 day of APRIL, 2015
14

15 Adele M. Frisch
16 Notary Public
17

18 My Commission Expires: 1/5/2019
19
20

21 (Seal) ADELE M. FRISCH
22 Notary Public, State of Ohio
23 My Commission Expires 01-05-2019
24

***ERRATA SHEET**

Please note any stenographic or typographical errors below.

Deposition of DANIEL JONES taken on 4/22/15

<u>Page</u>	<u>Line #</u>	<u>Correction</u>	<u>Reason</u>
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Page 34	line 8	strike "as for the daily"	the transactions are monthly
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Page 34	line 9	strike "or"	the transactions are monthly
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Page 43	line 9	change "Yes" to "No"	I know nothing
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Page 64	line 9	change "the" to "to"	should say "has to account"
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Page 65	line 11	change "you" to "you're"	Typo
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 4/29/15
DANIEL JONES Date

*NOTE: The corrections herein are references to the pdf version, not the ptx version.

***ERRATA SHEET**

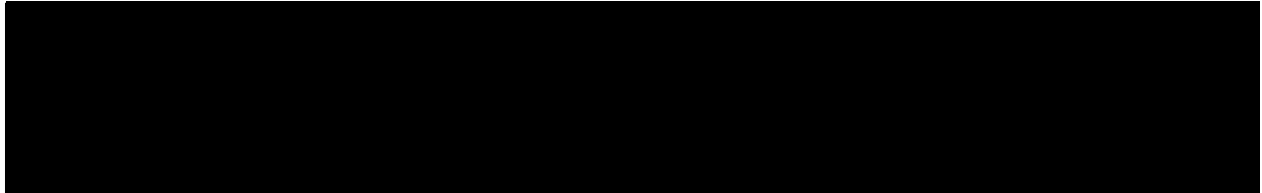
Please note any stenographic or typographical errors below.

Deposition of DANIEL JONES taken on 4/22/15

Page Line #

CONFIDENTIAL Correction

Reason



Daniel Jones 4/29/15
DANIEL JONES Date

*NOTE: The corrections herein are references to the pdf version, not the ptx version.

APPEARANCES OF COUNSEL:

On Behalf of the Complainant:

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Amy.Spiller@duke-energy.com

ALSO PRESENT:

(Via Telephone)
Joseph M. Clark
Direct Energy Business, LLC

Jennifer Seamon

DEPOSITION of DANA ADAMS, taken by the
Complainant, at Duke Energy, Duke Energy Center, 550
South Tryon Street, 45th Floor, Charlotte, North
Carolina, on the 22nd day of April, 2015, at 9:00
a.m., before Beverly J. Gramm, Registered
Professional Reporter and Notary Public.

C O N T E N T S

THE WITNESS:

Dana Adams

DIRECT EXAMINATION

By Mr. Hull

5

I N D E X T O E X H I B I T S

(No exhibits marked for identification.)

I N D E X T O C O N F I D E N T I A L P O R T I O N S

Page 14, Line 1 to Page 21, Line 14

Page 23, Line 1 to Page 43, Line 12

1 DANA ADAMS,
2 having been duly sworn, was examined
3 and testified on her oath as follows:

4 * * *

5 MR. HULL: My name is Gerit Hull, and I'm
6 from Eckert Seamans law firm and I represent
7 Direct Energy Business, LLC in this matter.

8 With me here today is Joseph Clark, who is
9 an employee of the company.

10 On the other end of the phone -- this is a
11 telephone deposition -- we have Dana Adams, who
12 is our first deponent, and in the room with her
13 is Amy Spiller, who's counsel for the company.

14 I'll let you, I guess, enter your own
15 appearance now if you like, Amy.

16 MS. SPILLER: Oh, sure. Thank you, Gerit.
17 Beverly, this is Amy Spiller, my mailing
18 address is 139 East Fourth Street, Cincinnati,
19 Ohio, 45202. And I am counsel for Duke Energy
20 Ohio in this matter.

21 MR. HULL: All right. I guess I will now
22 ask the reporter to swear in the witness.

23 MS. SPILLER: She has done that already.

24 MR. HULL: Okay. Good.

25 DIRECT EXAMINATION

1 BY MR. HULL:

2 Q So, Miss Adams, have you ever been deposed
3 previously?

4 A I have not.

5 Q All right. This is a telephone deposition
6 and as you know, the court reporter is there in the
7 room with you. I want to reassure you that if you
8 can't hear the question, please just let us know and
9 we'll ask the court reporter to read it back or I
10 will restate it.

11 If you need a break, please just tell us
12 and we'll accommodate you, but please wait until
13 you've finished answering any questions that might
14 be pending. Is that okay with you?

15 A Yes, sir.

16 Q Okay. Could you tell me what documents
17 you've brought with you to the deposition today?

18 A Yes. I have a witness book based on the
19 responses that I have provided in the case.

20 Q Okay. What is in your witness book?

21 A I have the Direct Energy First Set of --
22 I'm sorry, Int --

23 MS. SPILLER: Interrogatories.

24 A -- Interrogatories, Direct INT 01003, as
25 well as Direct INT 01009, as well as Direct INT

1 01012, as well as Direct INT 02004.

2 BY MR. HULL:

3 Q All right. And is there anything else in
4 there?

5 A No, sir.

6 Q Do you also have in front of you a Notice
7 of Deposition with your name on it?

8 A I do not.

9 Q Okay. Have you seen such a document?

10 A I may have, but I'm not exactly sure what
11 you're referring to, no.

12 Q Okay. Could you tell me what you might
13 have done to prepare for this deposition? What did
14 you do to prepare for this deposition?

15 A I have answered each and every --

16 THE WITNESS: Say it for me again, Amy.

17 MS. SPILLER: Interrogatory.

18 A -- Interrogatory that was presented to me,
19 so I did review the ones in my witness book prior to
20 arrival this morning.

21 BY MR. HULL:

22 Q Did you speak with anyone in preparation
23 for the deposition?

24 A I did meet with Amy Spiller yesterday or
25 the day before.

1 THE WITNESS: Was it the day before?

2 (Attorney Spiller nods head.)

3 BY MR. HULL:

4 Q Okay. And could you tell me what the
5 title of your position with Duke Energy is?

6 A Sure. I'm Manager I System Operations
7 Energy Accounting.

8 Q And could you tell me the name of the
9 actual Duke company that is your employer?

10 It's not Duke Energy Ohio, Inc., is it?

11 A No. It is Duke Energy.

12 Q Do you know anymore -- with anymore
13 specifics about the name of the company? Is it a
14 corporation?

15 A Yes. Duke Energy Corporation, absolutely.

16 Q So it's -- the name of the company is Duke
17 Energy Corporation?

18 A I don't know legally, no.

19 Q Okay.

20 A I refer to the company as Duke Energy.

21 Q That's okay. And in your position, could
22 you tell me what your responsibilities are?

23 A Sure. I manage the Energy Accounting Team
24 for six jurisdictions across Duke Energy's
25 footprint. We support the System Operating Center

1 in an after-the-fact basis, as well as the PJM and
2 MISO interfaces in Ohio, Indiana, and Kentucky.

3 Q Do you know what the term shared services
4 means in the utility business?

5 A I do.

6 Q Is your position a shared services
7 position?

8 A Yes.

9 Q Thank you. How long have you been in your
10 current position?

11 A Since 2011.

12 Q And what did you do just before that?

13 A I was a -- the title was Strategic
14 Business Consultant and a support function for the
15 enterprise. So it was definitely another shared
16 service support role.

17 Q All right. And in your current role,
18 what -- you've told me generally what kind of things
19 you do. What do you do with PJM more specifically?

20 A With PJM my team is responsible for the
21 EDC portion or the MDMA agent for retail choice
22 suppliers.

23 Q Okay. And by MDMA, that's an acronym,
24 right, that means Meter Data Management Agent?

25 A Correct.

1 Q And EDC means electric distribution
2 company?

3 A Correct.

4 Q And the Duke Energy Corporation that you
5 work for, they have several of those EDCs; is that
6 right?

7 A Just one. Just one that I support.

8 Q Okay. So that's just the Ohio --

9 A Correct.

10 Q -- entity then? Do you do work in other
11 states?

12 A Yes. I support six jurisdictions across
13 the footprint.

14 Q All right. And you mentioned that you
15 support the MDMA -- strike that.

16 Do you consider yourself part of the Meter
17 Data Management Agent or is your group part of the
18 MDMA?

19 MS. SPILLER: I'm going to object to the
20 form of the question. Do you understand that?

21 THE WITNESS: No.

22 MS. SPILLER: Ask him to restate it.

23 THE WITNESS: Could you --

24 MR. HULL: Let me just rephrase that.

25 BY MR. HULL:

1 Q What -- when you say that your team -- you
2 referenced the MDMA. What does that mean to you?

3 What do you do as the MDMA or for the
4 MDMA? Which --

5 A Yeah. My team is really referred to, the
6 terminology that I typically use is the EDC, the
7 electric distribution company that you mentioned.

8 And in that role we -- my team upholds all
9 load data as well as generation and net interchange
10 via the PJM tools, so via InSchedule and Power Meter
11 on a daily hourly basis, to meet the PJM deadlines.

12 Q Okay. And when you're doing those
13 activities, is that part of your role as the MDMA?

14 A It's part of our role as the EDC.

15 Q EDC, okay. Do you know if there's another
16 group that functions as the MDMA for the retail
17 companies, Duke Energy's retail companies, when they
18 are not dealing with the competitive retail
19 providers?

20 A I'm not -- I don't understand the context
21 of your question.

22 Q Is there more than one MDMA at Duke?

23 A How are you defining MDMA?

24 Q Meter Data Management Agent.

25 A And what does that mean?

1 Q I'm sorry. I'm going to ask you the same
2 question. What do you believe that MDMA involves?
3 What does it mean to you?

4 MS. SPILLER: I'm going to object to the
5 relevance if we're talking outside of Ohio.

6 BY MR. HULL:

7 Q Does Duke Energy have more than one MDMA
8 serving Ohio?

9 A I can't speak to MDMA because I'm not -- I
10 don't understand the reference of your question, but
11 I can speak to the fact that I am the EDC for Duke
12 Energy Ohio. If you can clarify.

13 Q So you're the electric --

14 A Yes.

15 Q You're the electric distribution
16 company --

17 A That is correct.

18 Q -- for Ohio?

19 A Correct.

20 Q But you don't -- you don't work for Duke
21 Energy Ohio Incorporated?

22 MS. SPILLER: Objection. Asked and
23 answered.

24 A I work for Duke Energy Company. I support
25 Duke Energy Ohio.

1 BY MR. HULL:

2 Q Okay. Are you familiar with SunCoke's
3 Middletown, Ohio, facility?

4 A Yes.

5 MR. HULL: We're going to pause and go off
6 the record for just a moment. Thank you.

7 MS. SPILLER: Okay.

8 (Off the record at 9:15 a.m.)

9 (On the record at 9:15 a.m.)

10 BY MR. HULL:

11 Q So are you familiar with metering of the
12 electric service at the SunCoke facility?

13 MS. SPILLER: Gerit, if I may just
14 interject. Dana, you may -- I don't know where
15 the question goes, but just be conscientious of
16 confidential configurations for this customer.

17 A Okay. Can you restate the question?

18 BY MR. HULL:

19 Q Yes. Are you familiar with the metering
20 arrangements for electric service at the SunCoke
21 facility?

22 A Somewhat.

23 Q Could you tell me what you do know about
24 them, in general?

25 A Yes. In general, I know that it's a

1 unique setup.

2 Q What makes it unique?

3 MS. SPILLER: Again, if you need --
4 just -- if you need to go to a confidential
5 portion of your deposition, we'll do that.

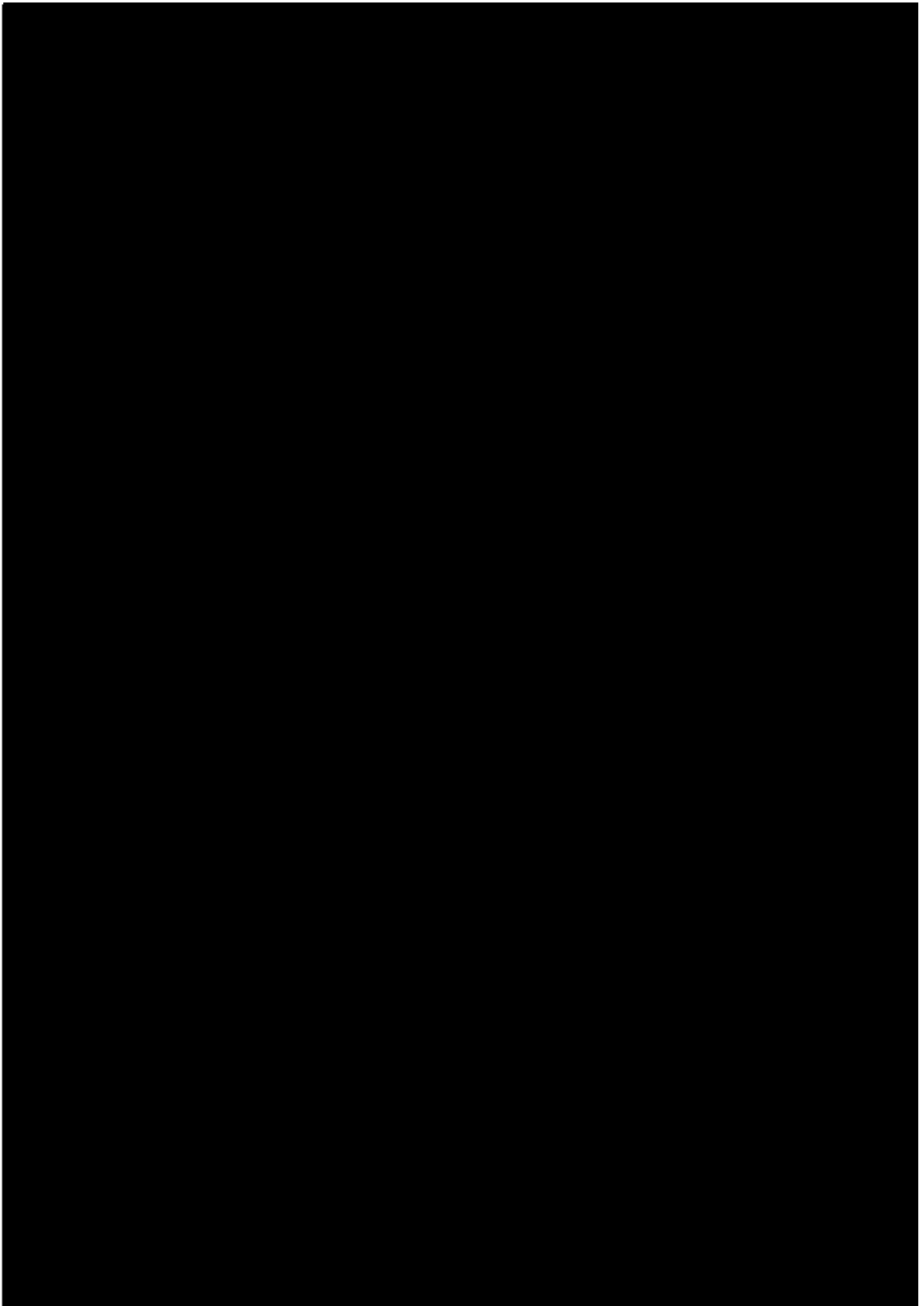
6 THE WITNESS: Yes, this probably needs to
7 be marked as confidential.

8 MS. SPILLER: Okay. So can we -- I don't
9 know how you handle marking confidential. Can
10 we just put the end confidential and -- end
11 confidential in this portion of the deposition?

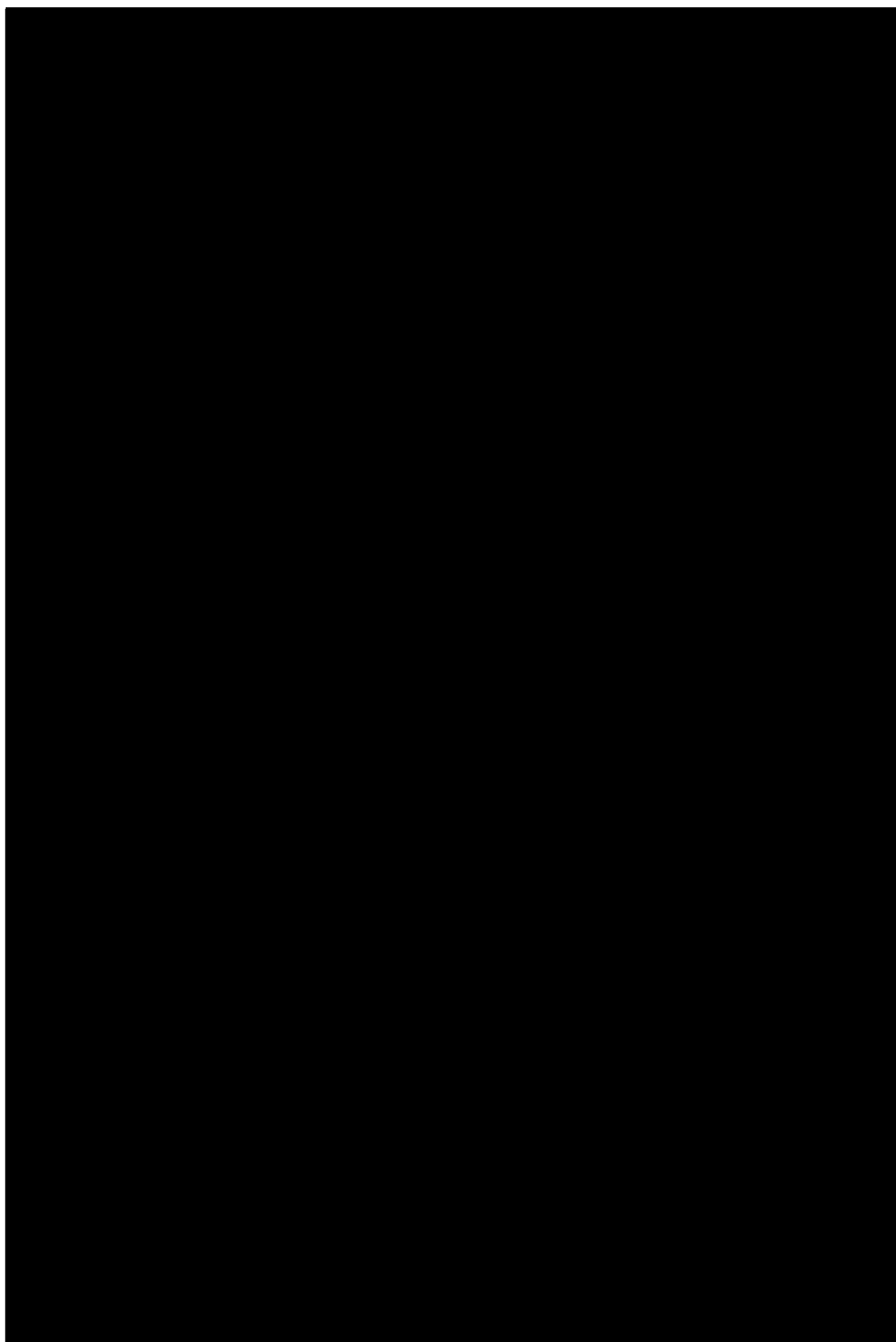
12 THE COURT REPORTER: Yes.

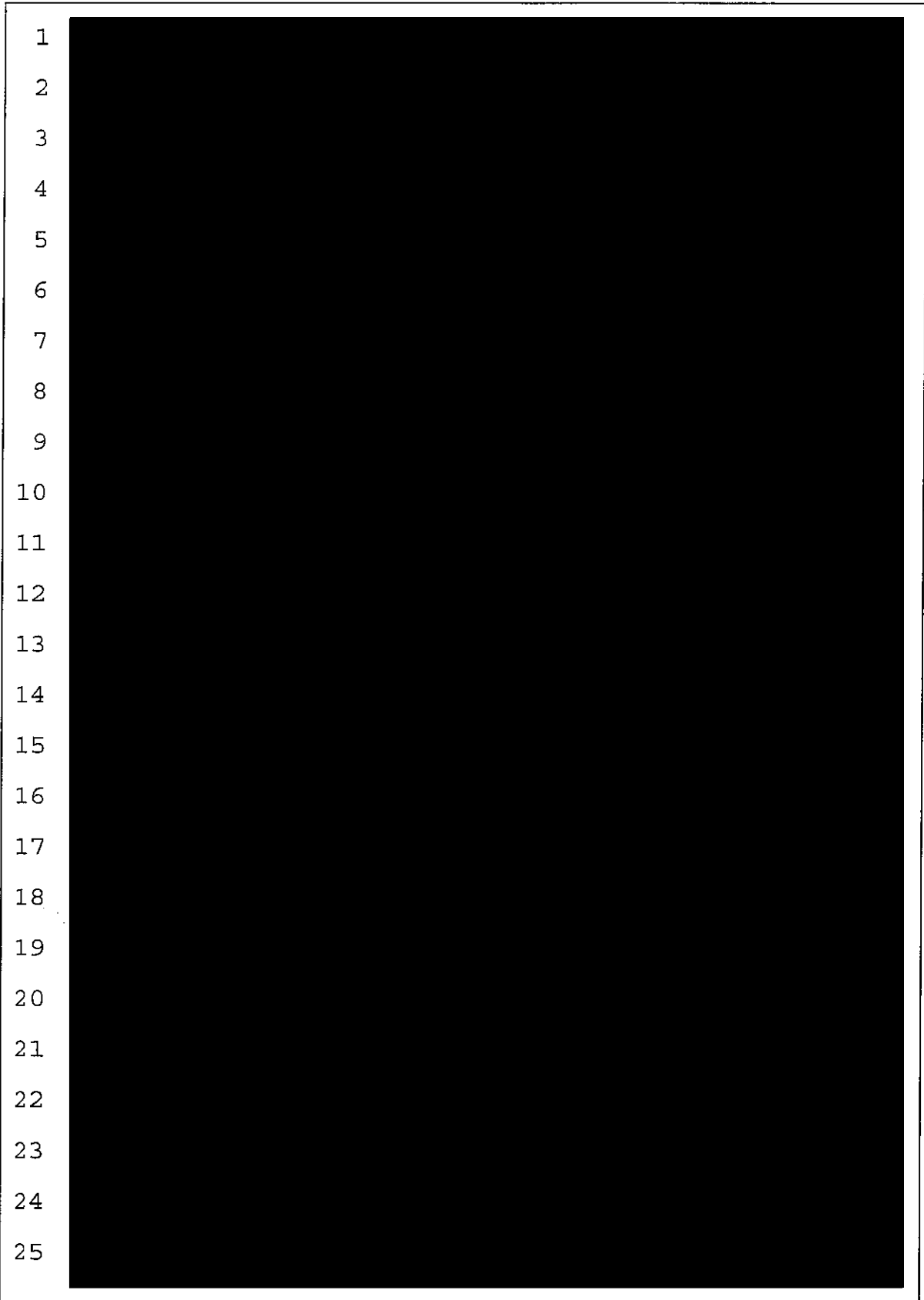
13 MS. SPILLER: Thank you.

14 (End of nonconfidential portion.)
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1	(Begin confidential portion.)
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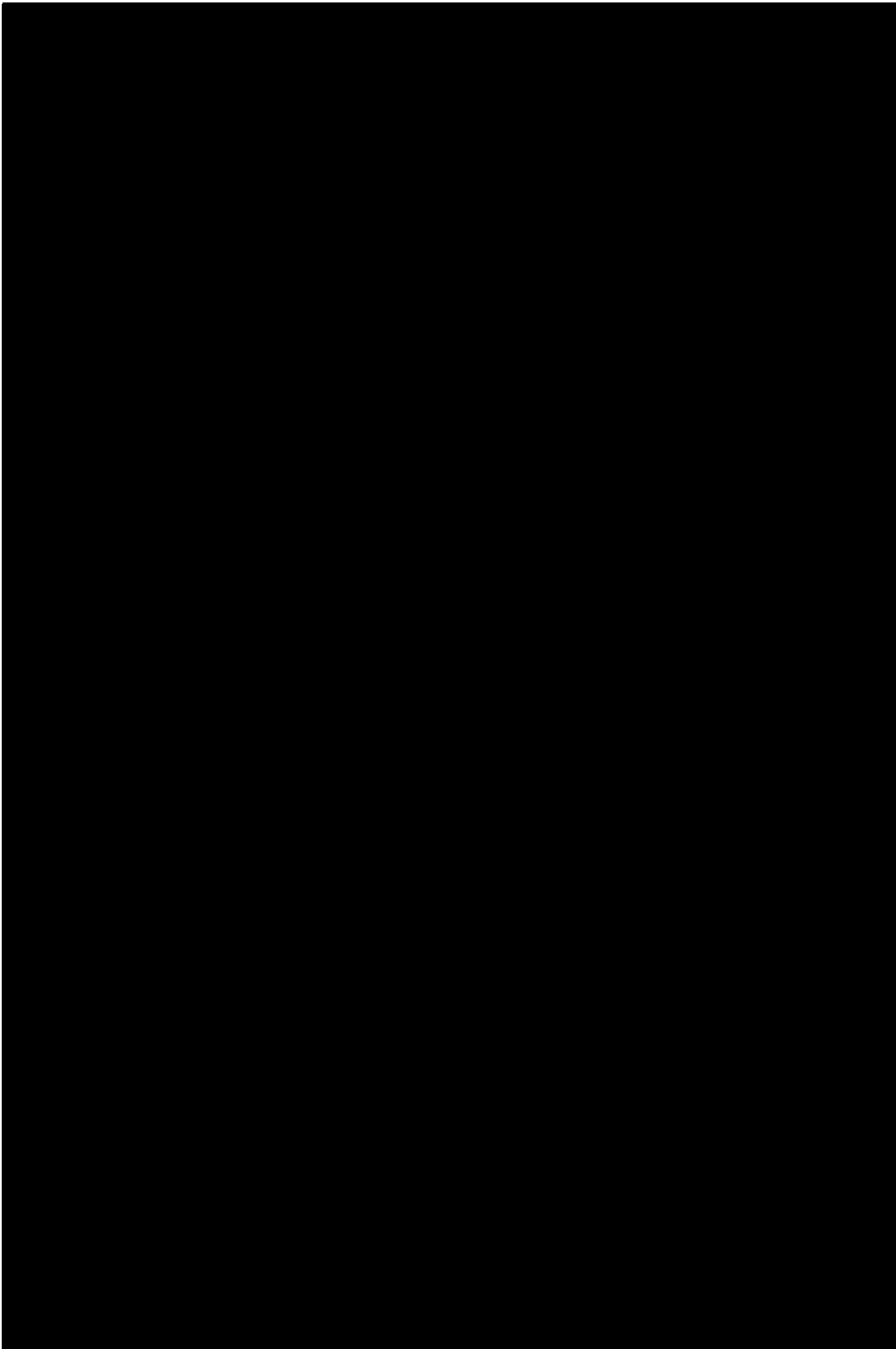
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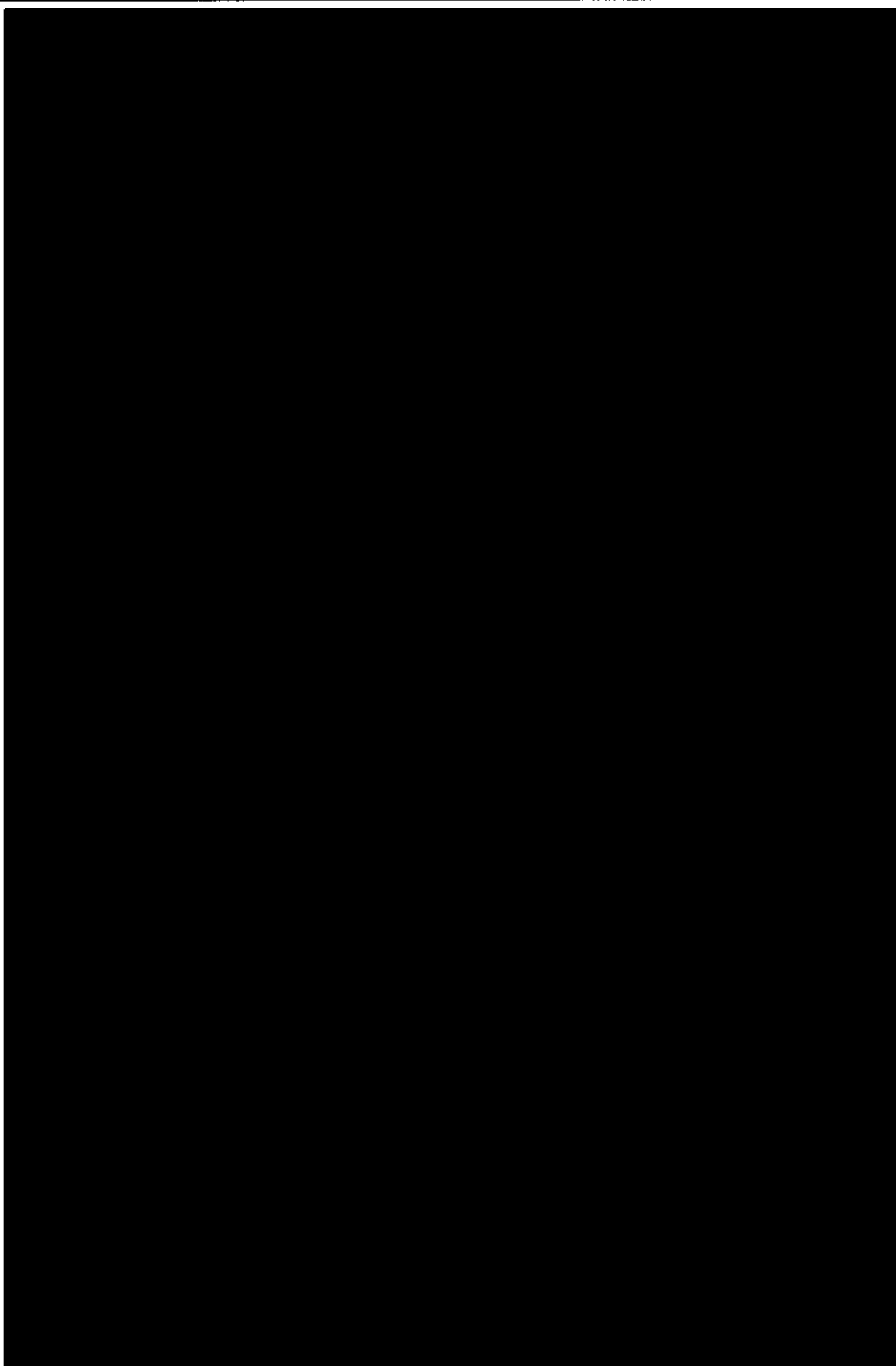
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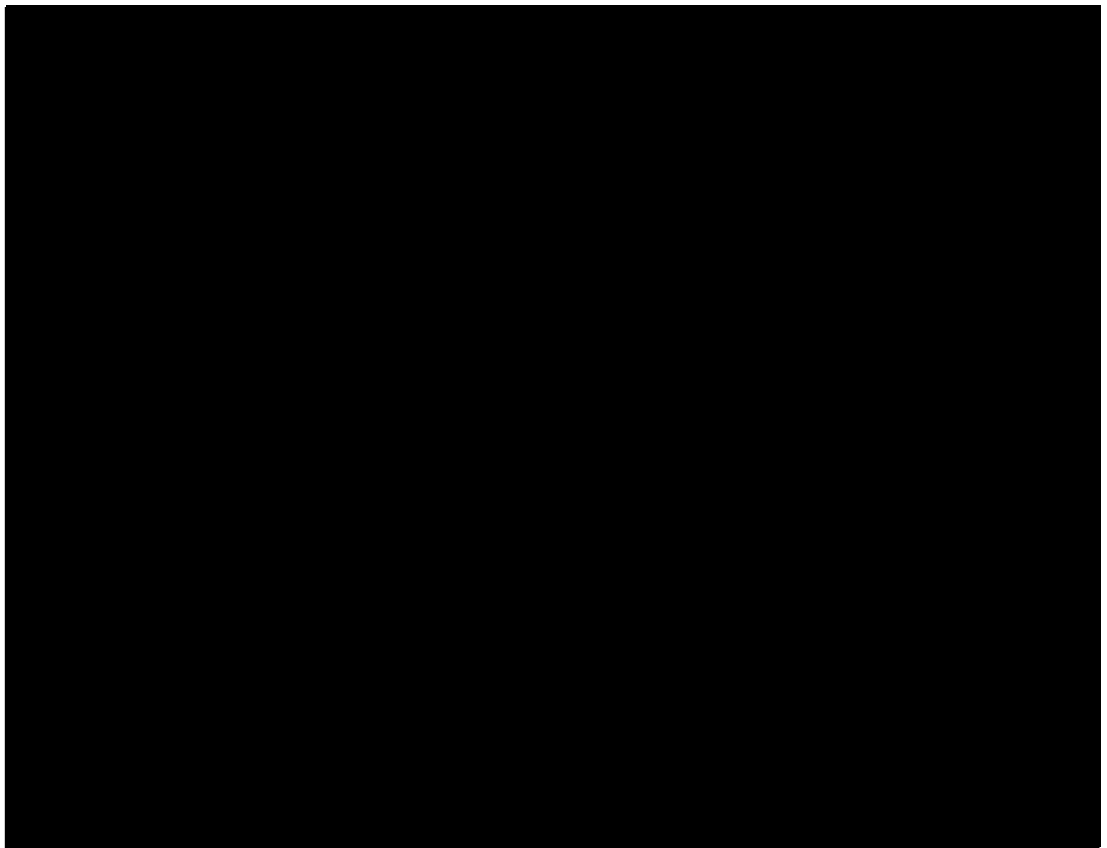


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(End of confidential portion.)

1 (Begin nonconfidential portion.)

2 BY MR. HULL:

3 Q Miss Adams, do you know whether it was
4 utility consolidated billing that was in use at
5 SunCoke in 2013?

6 A I do not.

7 Q Or 2014?

8 A That is not my area.

9 Q So you don't know, that's --

10 A No, sir.

11 Q Okay. All right. Do you know if SunCoke
12 sells excess power into the PJM market?

13 MS. SPILLER: And I'm going to pause right
14 there. I don't -- that's a customer-specific
15 question, Gerit. I would think that that is
16 confidential.

17 MR. HULL: Okay.

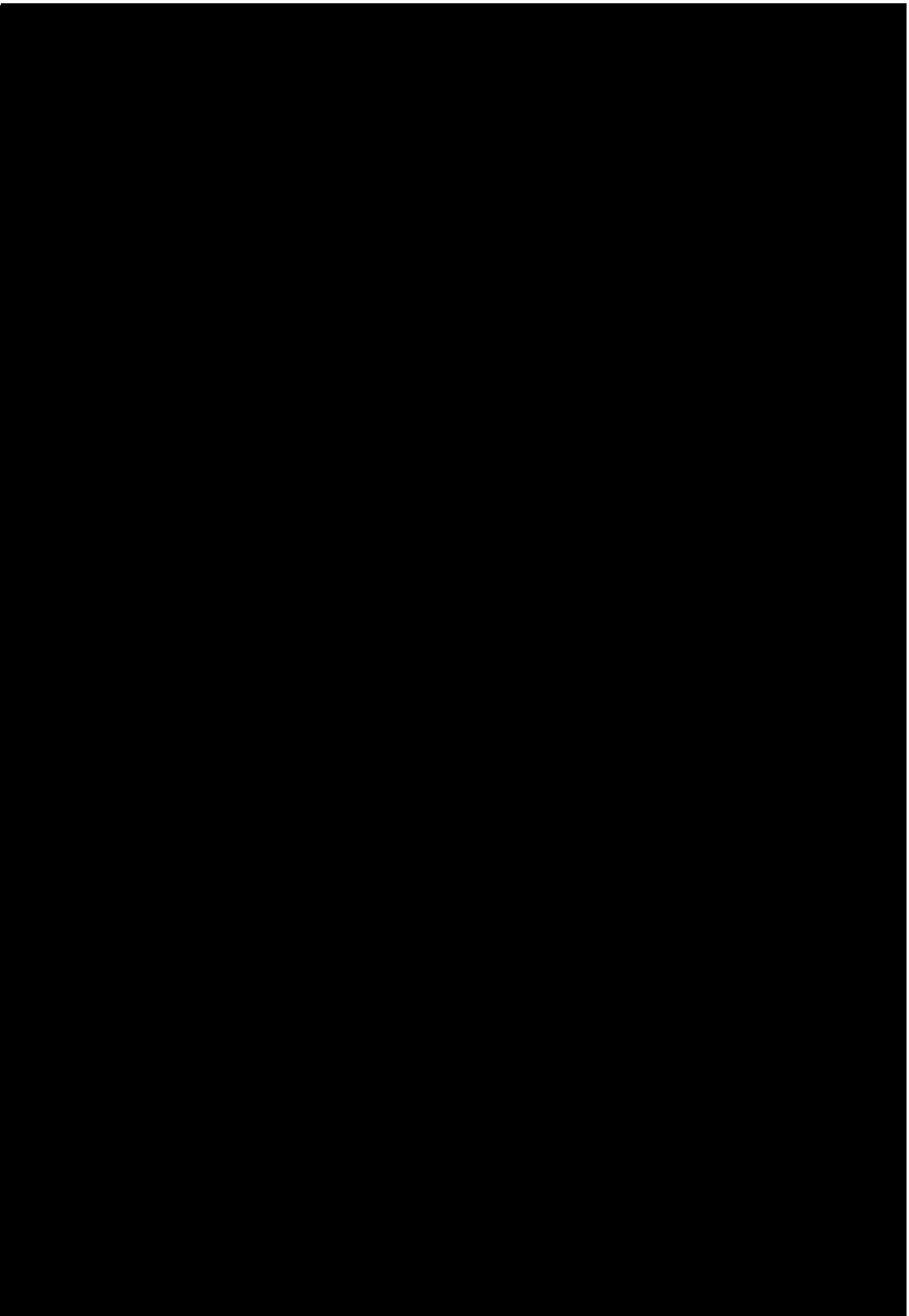
18 MS. SPILLER: I don't know how SunCoke
19 feels about it, but --

20 THE WITNESS: Yeah, I would.

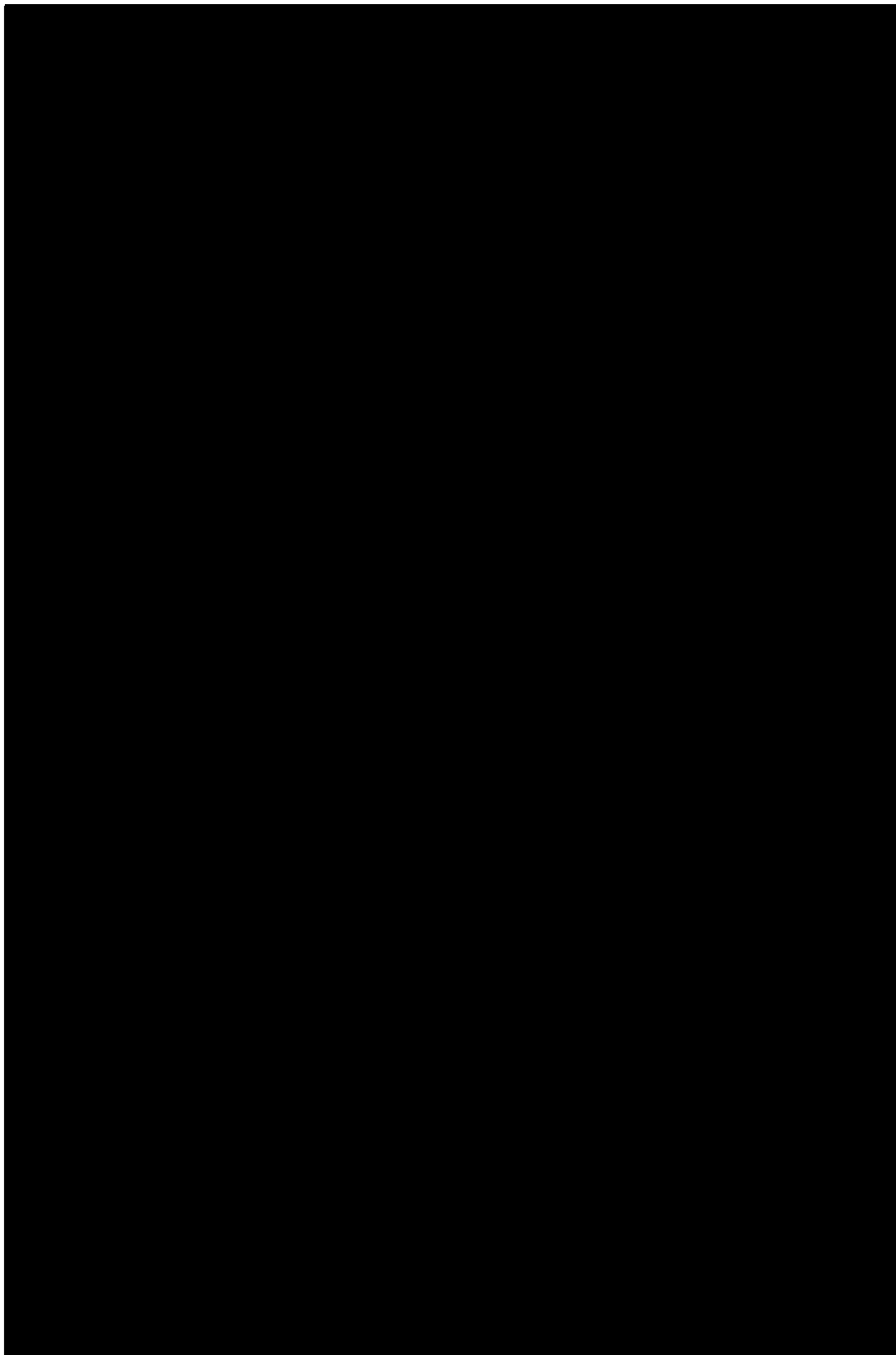
21 MR. HULL: Let's strike it and I will
22 begin confidential with this question. So
23 strike that, please. Begin the confidential.

24 (End of nonconfidential portion.)

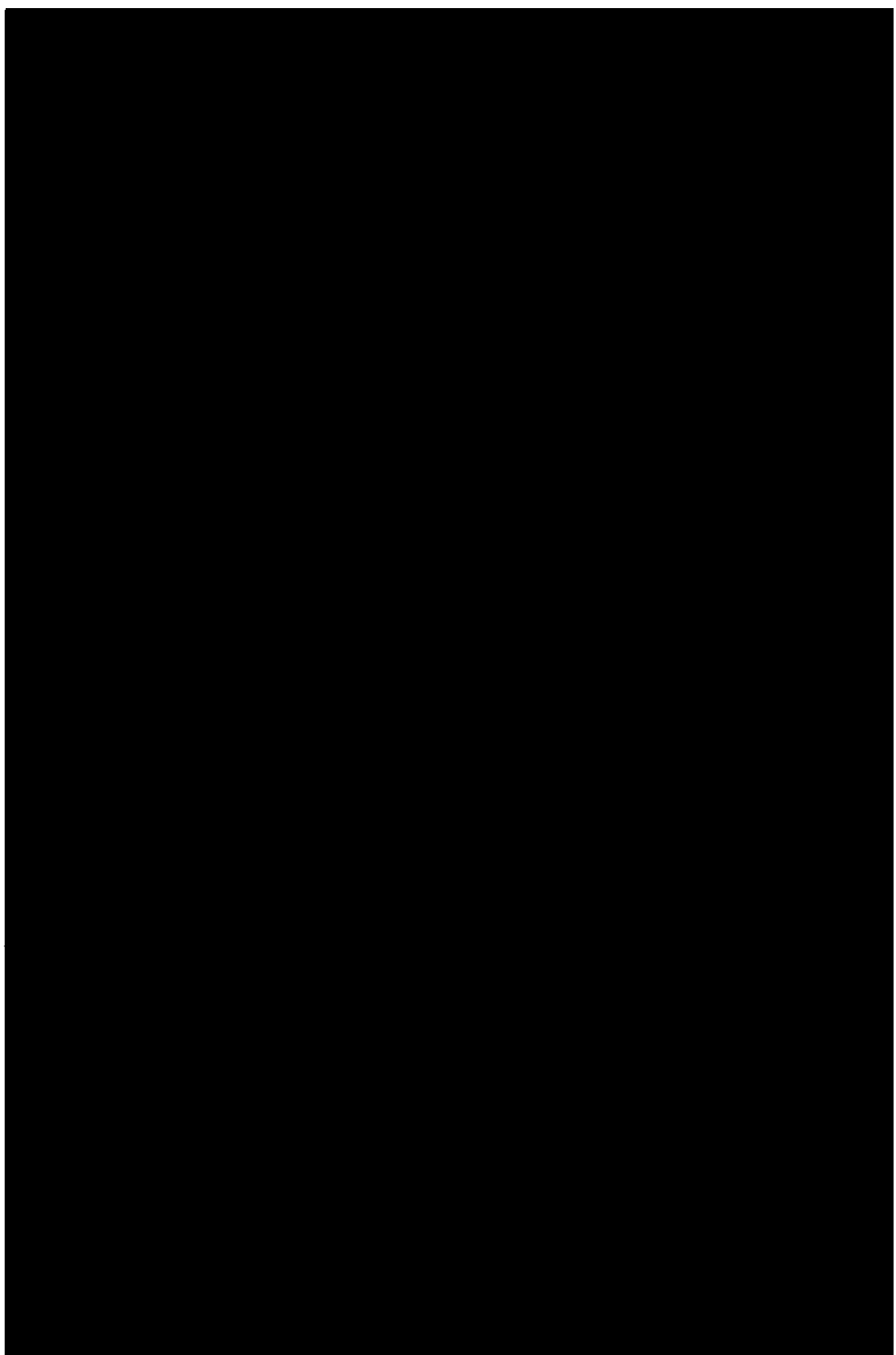
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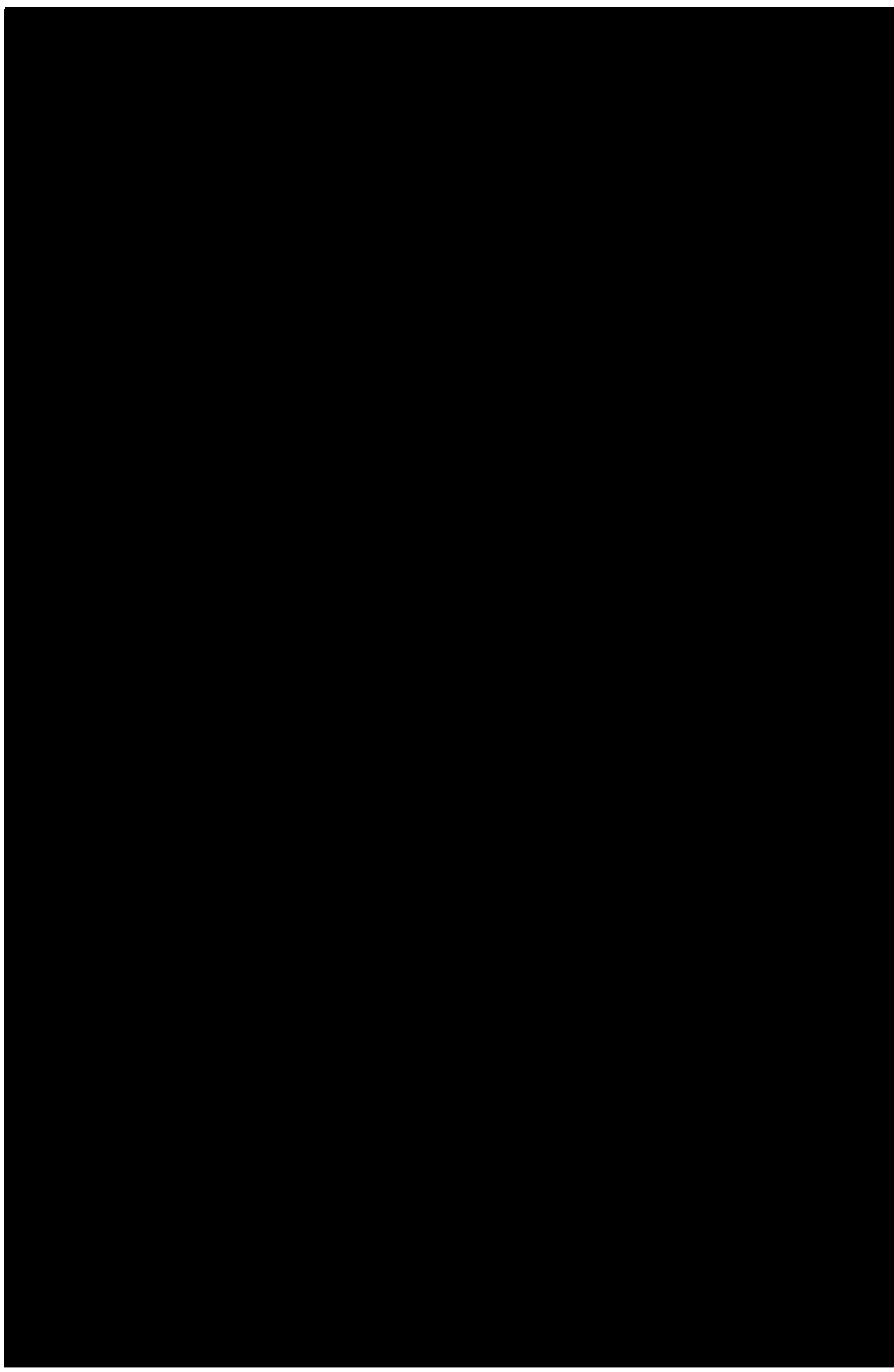
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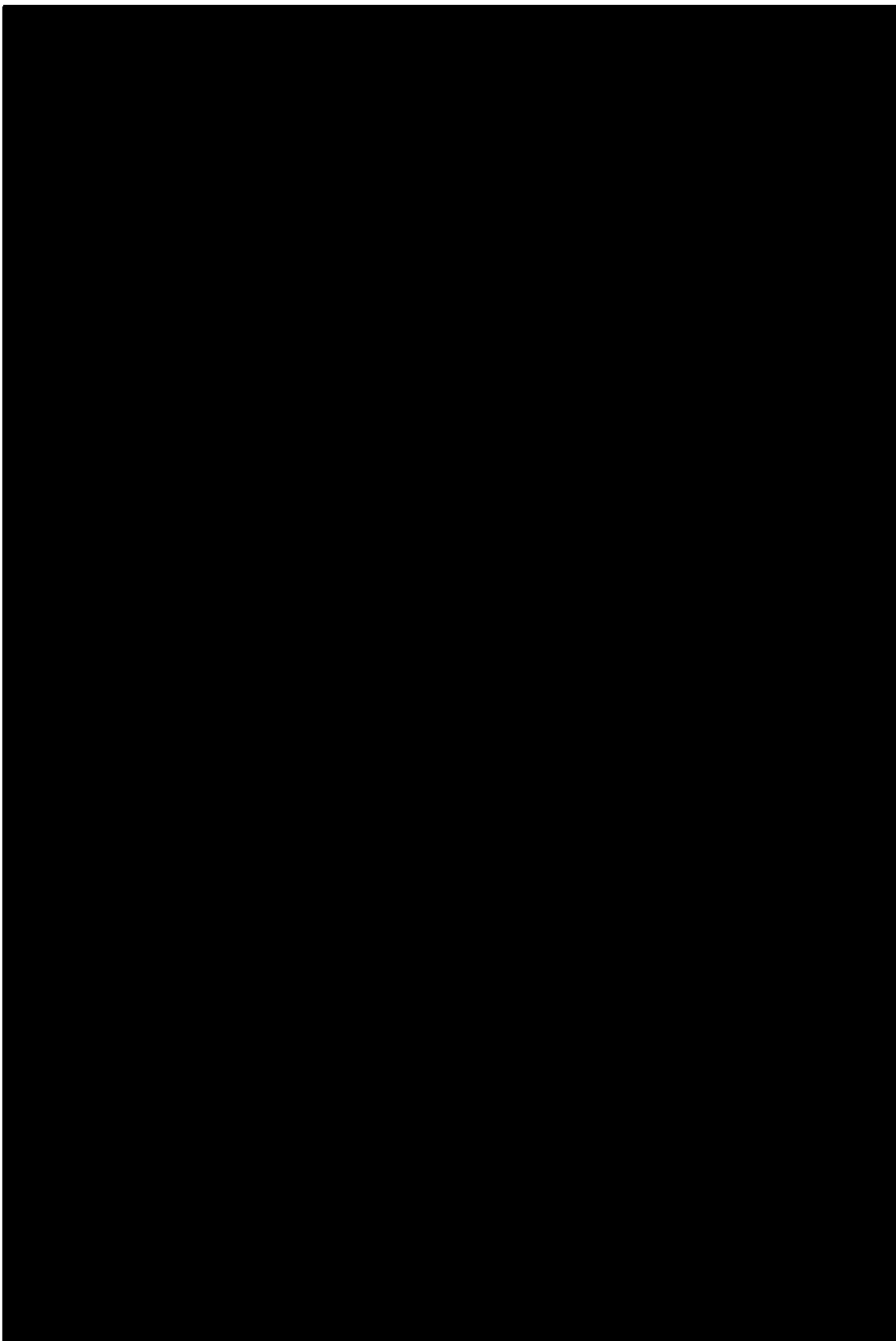
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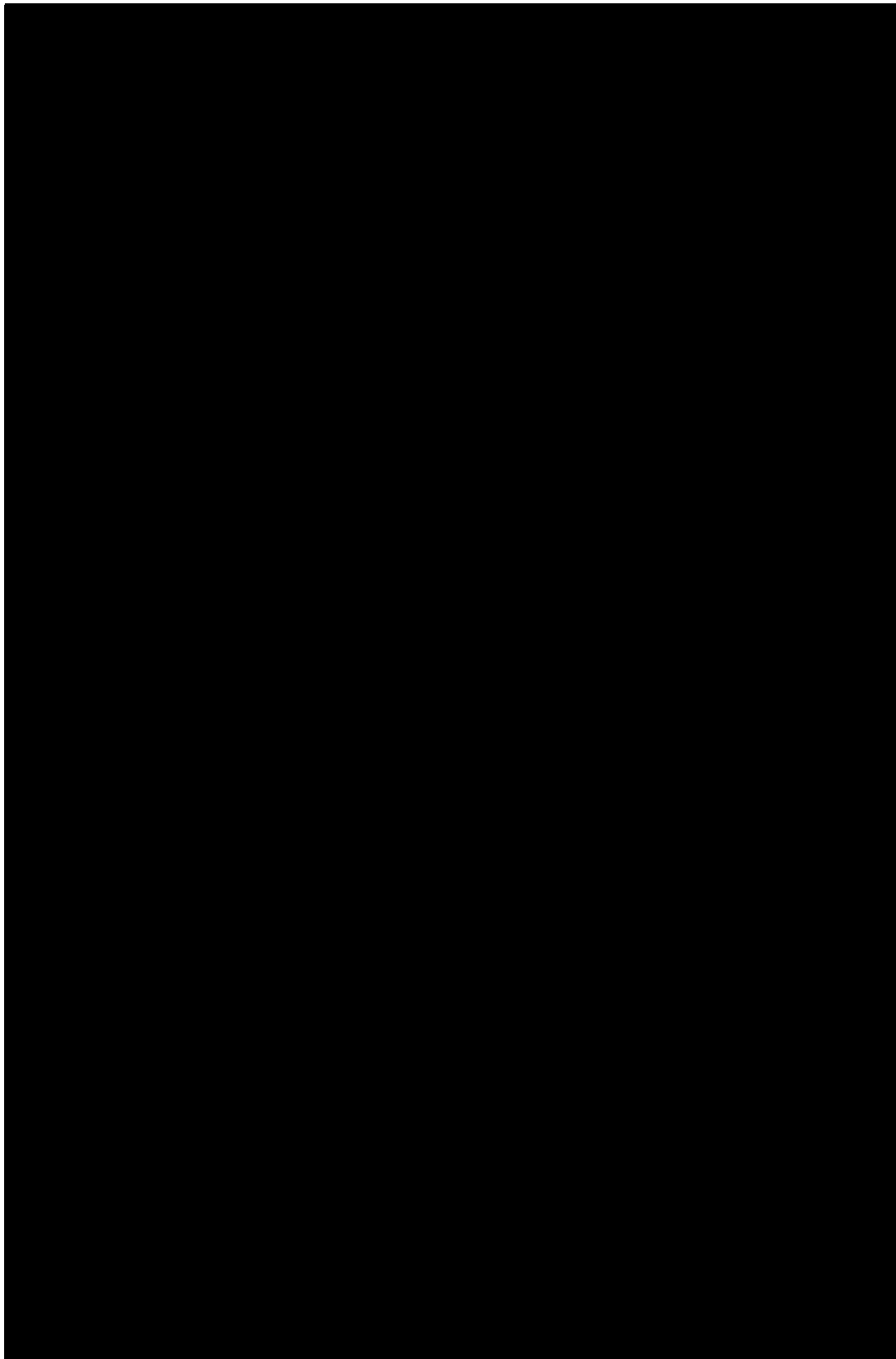
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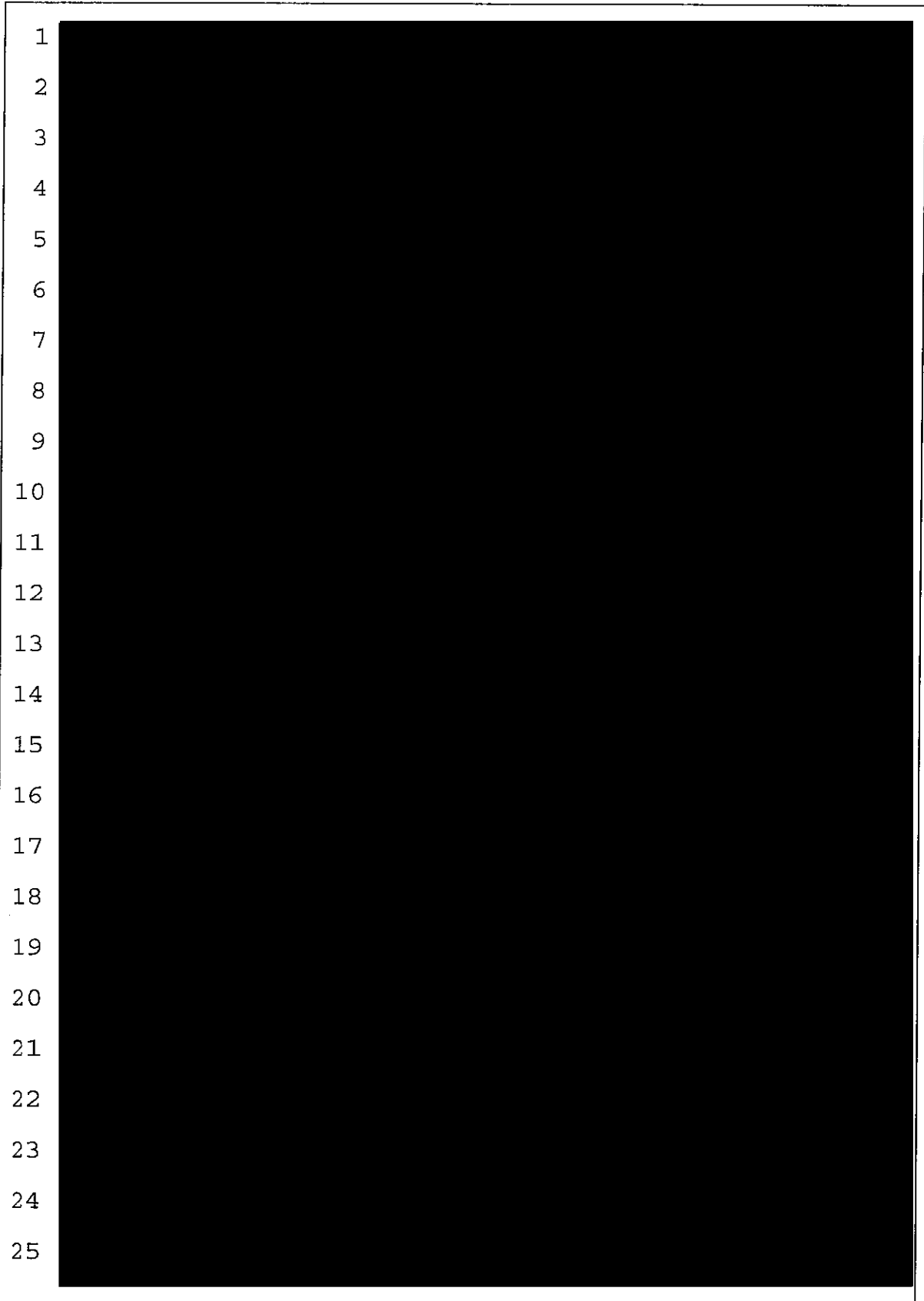
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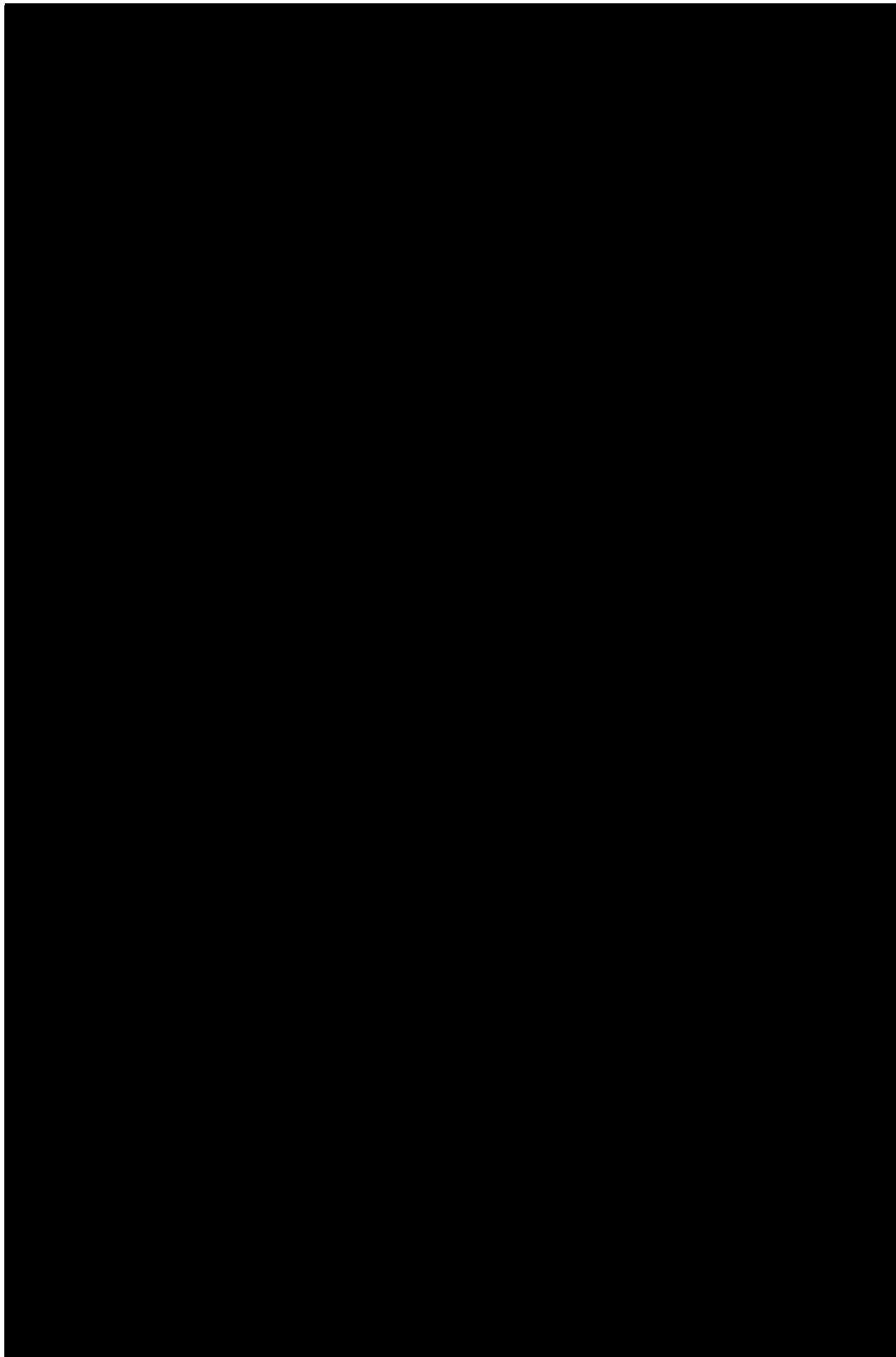
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1 STATE OF NORTH CAROLINA

2 COUNTY OF MECKLENBURG

3

4 CERTIFICATE OF TRANSCRIPT

5

6 I, Beverly J. Gramm, Registered
7 Professional Reporter and Notary Public in and for
8 the aforesaid county and state, do hereby certify
9 that the foregoing deposition of DANA ADAMS, was
10 taken by me and reduced to typewriting under my
11 direction; and the transcript is a true record of
12 the testimony given by the witness.

13 I further certify that I am neither
14 attorney or counsel for, nor related to or employed
15 by any attorney or counsel employed by the parties
16 hereto or financially interested in the action.

17 This the 24th day of April, 2015.

18

Beverly J. Gramm

19

20 BEVERLY J. GRAMM

21 Registered Professional Reporter

22 My Commission Expires: April 23, 2018

23

24

25

1 ERRATA SHEET

2 To assist you in making any
3 corrections, please use the form below. If
4 supplemental or additional pages are necessary,
5 please furnish same and attach them to this errata
6 sheet.

7 - - -

8 I, the undersigned, DANA ADAMS, do hereby
9 certify that I have read the foregoing
10 deposition and that to the best of my knowledge said
11 deposition is true and accurate (with the exception
12 of the following corrections listed below).

13 ERRATA SHEET

14 Case: DIRECT ENERGY BUSINESS vs. DUKE ENERGY OHIO

15 Witness: DANA ADAMS

16

17 Page_____ Line_____ Correction_____

18 Reason for Change:_____

19 Page_____ Line_____ Correction_____

20 Reason for Change:_____

21 Page_____ Line_____ Correction_____

22 Reason for Change:_____

23 Page_____ Line_____ Correction_____

24 Reason for Change:_____

25 Page_____ Line_____ Correction_____

1	Reason for Change:	_____
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25	Reason for Change:	_____

1 Case: DIRECT ENERGY BUSINESS vs. DUKE ENERGY OHIO

2 Witness: DANA ADAMS

3

4

5

6 _____
Signature of Witness

7

8 *****

9

10 STATE OF _____

11 COUNTY OF _____

12

13 Subscribed and sworn to before me this _____

14 day of _____, 2015

15

16

17

18 _____
Notary Public

19

20 My Commission Expires: _____

21

22 (Seal)

23

24

25

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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

CASE NO. 14-1277-EL-CSS

In The Matter of Complaint of
DIRECT ENERGY BUSINESS, LLC,

Complainant,

-vs-

DUKE ENERGY OHIO, INC.,

Respondent.

DEPOSITION OF JENNIFER SEAMON

(Taken by the Complainant)

550 South Tryon Street - 45th Floor
Charlotte, North Carolina

Wednesday, April 22nd, 2015

TRANSCRIPT CONTAINS CONFIDENTIAL PORTIONS

REPORTED BY: Beverly J. Gramm, RPR
Notary Public

APPEARANCES OF COUNSEL:

On Behalf of the Complainant:

(Via Telephone)
GERIT HULL, ESQ.
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ghull@eckertseamans.com

On Behalf of the Respondent:

AMY B. SPILLER, ESQ.
Duke Energy
139 East Fourth Street
Cincinnati, OH 45201
(513) 287-4359
Amy.Spiller@duke-energy.com

ALSO PRESENT:

(Via Telephone)
Joseph M. Clark
Direct Energy Business, LLC

Dana Adams

DEPOSITION of JENNIFER SEAMON, taken by
the Complainant, at Duke Energy, Duke Energy Center,
550 South Tryon Street, 45th Floor, Charlotte, North
Carolina, on the 22nd day of April, 2015, at 10:17
a.m., before Beverly J. Gramm, Registered
Professional Reporter and Notary Public.

C O N T E N T S

THE WITNESS:

Jennifer Seamon

DIRECT EXAMINATION

By Mr. Hull

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I N D E X T O E X H I B I T S

(No exhibits marked for identification.)

I N D E X T O C O N F I D E N T I A L P O R T I O N S

Page 12, Line 1 to Page 29, Line 19

1 JENNIFER SEAMON,

2 having been duly sworn, was examined

3 and testified on her oath as follows:

4 DIRECT EXAMINATION

5 BY MR. HULL:

6 Q All right. We're here today for the
7 deposition of Jennifer Seamon. And, Miss Seamon,
8 I'm hoping I'm pronouncing your name correctly.
9 Please correct me if I'm not.

10 A You're correct.

11 Q All right. And as I understand it, you
12 were just in the room for most, if not all, of the
13 testimony -- excuse me, the deposition of
14 Miss Adams; is that right?

15 A Yes, that's correct.

16 Q So I will try and run through some of
17 these preliminary things fairly quickly. And I'm
18 Gerit Hull, I'm from Eckert Seamans law firm,
19 representing Direct Energy Business, LLC.

20 In the room with me here is Joseph Clark.
21 He stepped out for a moment, but I'm sure he'll be
22 back. He's from Direct Energy.

23 Could you tell me, have you ever been
24 deposed previously?

25 A I have not.

1 Q All right. You, of course, heard me
2 suggest to Miss Adams that if you have any trouble
3 hearing the questions, we'll happily restate them or
4 have the reporter read them back to you.

5 If you need a break, let us know, we'll
6 accommodate you after any pending questions.

7 Could you tell me what documents you have
8 with you today?

9 A I just have the responses that I'm
10 responsible for submitting in the questions that
11 have been asked of us.

12 Q Would you mind identifying those by the
13 identification numbers that are on them, please?

14 A Sure. I have Direct INT 01001, I have
15 Direct INT 01001 supplemental, I have Direct INT
16 01002, Direct INT 01006, Direct INT 01007, Direct
17 INT 01013, Direct INT 02002, Direct INT 02003,
18 Direct INT 02005, Direct INT 02010. That's it.

19 Q All right. And do you happen to have a
20 Notice of Deposition with your name on it with you?

21 A I do not.

22 Q Could you tell me what you did to prepare
23 for today's deposition?

24 A I reviewed the responses and the questions
25 that I just shared with you prior to the meeting,

1 and I met with Amy Spiller on Monday.

2 Q All right. And could you tell me the
3 title of the position that you hold with Duke?

4 A Business Operations Supervisor.

5 Q And do you know the name of the Duke
6 Energy that -- entity that is your employer?

7 A Duke Energy Corporation.

8 Q Okay. And how long have you been in your
9 current position?

10 A Since 2009.

11 Q And what position did you hold before
12 that?

13 A I was a Data Analyst.

14 Q And was that with the same company?

15 A Yes.

16 Q And could you tell me generally your
17 educational background, please?

18 A I have a Bachelor of Arts in business
19 administration from Catawba College.

20 Q Thank you. In your current position, what
21 is the nature of your responsibilities?

22 A My team is responsible for validating
23 interval meter data.

24 Q Is that the predominant thing that your
25 group does?

1 A Yes.

2 Q And where does that interval data come
3 from?

4 A It comes from the meters and from the
5 system that interrogates those meters, Itron
6 Enterprise Edition.

7 Q And is that from meters all over the vast
8 Duke system of electric companies or is it just one
9 or several of them?

10 A Several of them.

11 Q Several of them. In what states? Just
12 out of curiosity.

13 A North and South Carolina, Ohio, Kentucky,
14 Indiana.

15 Q And could you tell me what is it that you
16 do in your group? I'm assuming you lead the group;
17 is that right?

18 A I'm sorry, I couldn't understand you. Can
19 you repeat that?

20 Q Could you just tell me about what it is
21 you do in your group and whether you're the leader
22 of your group?

23 A I do supervise the group that's
24 responsible for validating the meter data.

25 Q Okay. And the group itself, in terms of

1 validating, could you tell me about what that
2 validating involves, please?

3 A We set meters up when they are installed
4 in the field and when the meters are -- when they
5 start to be interrogated and the data is sent to the
6 energy data management system, or EDMS, that system
7 validates.

8 And then anything that fails validations,
9 my team addresses those failed validations.

10 Q What sort of activity would generate such
11 a failure?

12 A Well, initially, whenever data is
13 received, it could fail one of our critical
14 validations. Those are things that, like the meter,
15 if we believe that it's configured for four
16 channels, if we receive something different than
17 that, that would be a critical validation.

18 And then once data passes critical
19 validations and is loaded into the EDMS system, then
20 usage validations are performed.

21 Q Do you have an understanding of what
22 summary meter data means as opposed to interval
23 data?

24 A Yes.

25 Q Could you tell me what that is?

1 A Summary data would be data that is summed
2 up for like a billing purpose, so the interval data
3 is summed for like monthly billing.

4 Q And the data that -- from those meters
5 that your group works with, is that data transmitted
6 to suppliers like Direct Energy?

7 A I do not submit directly to suppliers.

8 Q Where do you submit your data?

9 A To a system called the meter data
10 repository, or the MDR.

11 Q And then do you know where it goes from
12 there?

13 A I'm not certain.

14 Q Do you believe that it eventually gets to
15 the suppliers?

16 A Yes.

17 Q And does it eventually get to PJM?

18 A Yes.

19 Q But the path it takes to get there, as you
20 said, is outside of your scope?

21 A Correct.

22 Q Okay. Are you familiar with net metering?

23 A Yes.

24 Q And what does the net part of net metering
25 mean to you?

1 A Net metering is typically a scenario where
2 a customer has some form of generation that reduces
3 their need for load from the grid, and so to bill
4 that customer you are netting what they're taking
5 off of the grid versus what they're generating.

6 Q And over what time period or interval is
7 that netting performed, typically?

8 A I would say on a -- I'm not sure. I'm
9 really not sure.

10 Q That's fine. How is the netting done?

11 A I think it depends on the scenario.
12 Typically, net metering is done within the meter.

13 Q So is the meter programmed electronically
14 to do that netting?

15 A Yes.

16 Q And does that require a meter with special
17 capabilities like being able to read loads of
18 electricity in both directions?

19 A Yes.

20 Q Are you familiar with SunCoke's
21 Middletown, Ohio, facility?

22 A Yes.

23 Q And are you familiar with the metering
24 arrangements for electric service at that facility?

25 A Yes.

1 Q Could you tell me about those, please?

2 MS. SPILLER: I'm just going to ask,
3 Beverly, if we could mark this as confidential.

4 MR. HULL: Yes. Thank you, Amy.

5 (End of nonconfidential portion.)
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1 (Begin confidential portion.)

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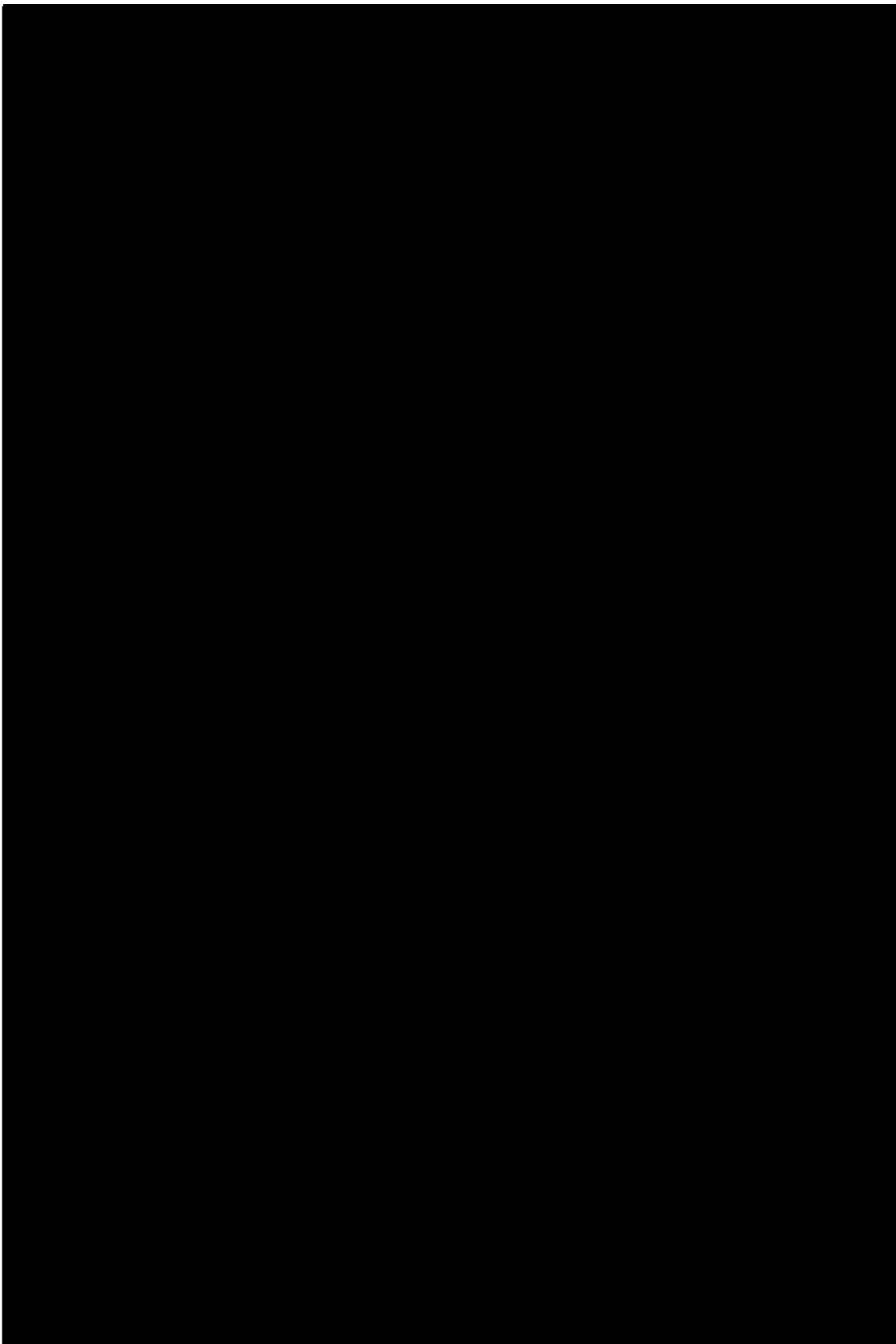
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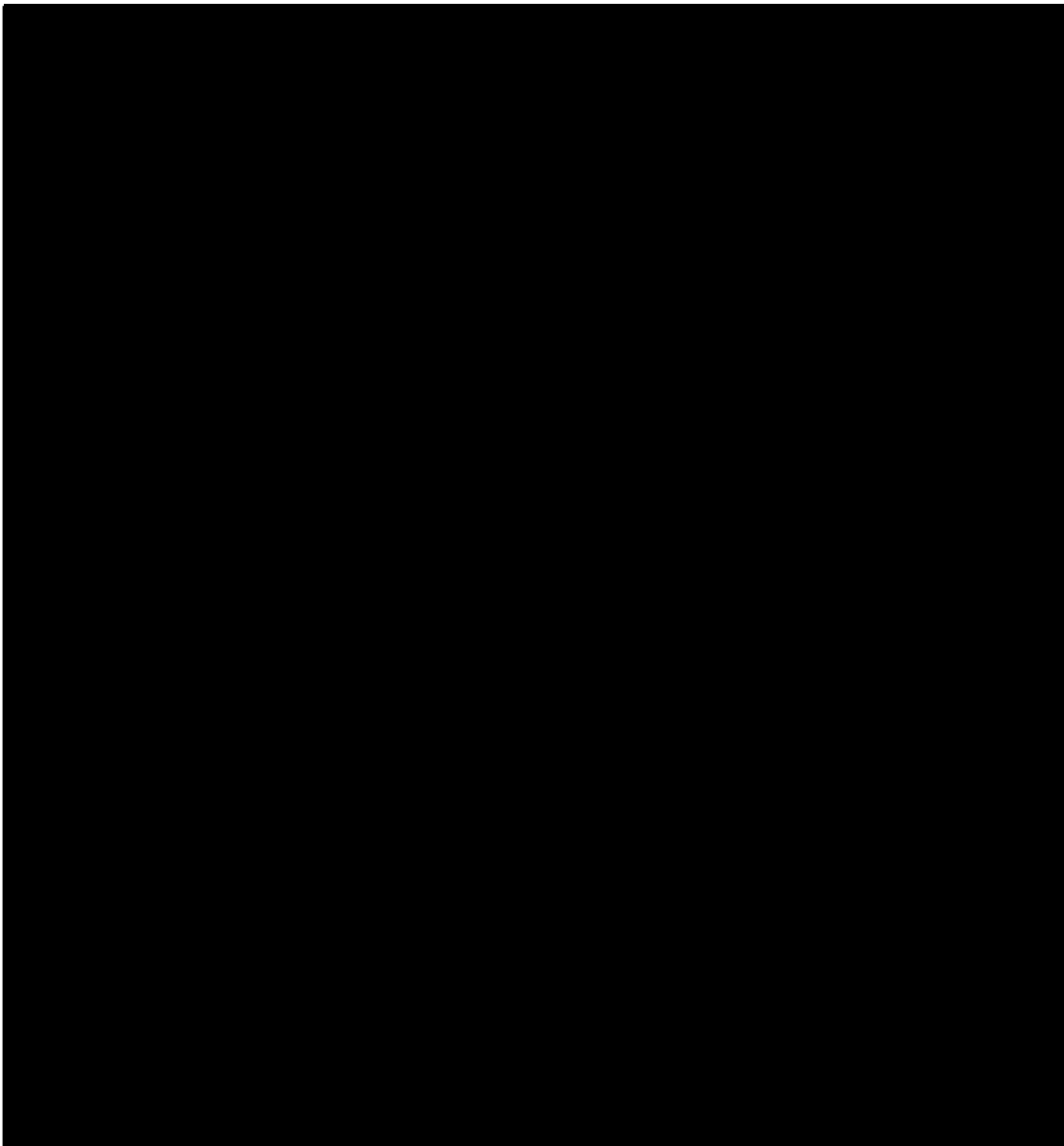
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(Deposition concluded at 11:02 a.m.)

1 STATE OF NORTH CAROLINA

2 COUNTY OF MECKLENBURG

3

4 CERTIFICATE OF TRANSCRIPT

5

6 I, Beverly J. Gramm, Registered
7 Professional Reporter and Notary Public in and for
8 the aforesaid county and state, do hereby certify
9 that the foregoing deposition of JENNIFER SEAMON,
10 was taken by me and reduced to typewriting under my
11 direction; and the transcript is a true record of
12 the testimony given by the witness.

13 I further certify that I am neither
14 attorney or counsel for, nor related to or employed
15 by any attorney or counsel employed by the parties
16 hereto or financially interested in the action.

17 This the 24th day of April, 2015.

18 
19 -----

20 BEVERLY J. GRAMM

21 Registered Professional Reporter

22 My Commission Expires: April 23, 2018

23

24

25

1 E R R A T A S H E E T

2 To assist you in making any
3 corrections, please use the form below. If
4 supplemental or additional pages are necessary,
5 please furnish same and attach them to this errata
6 sheet.

7 - - -

8 I, the undersigned, JENNIFER SEAMON, do
9 hereby certify that I have read the foregoing
10 deposition and that to the best of my knowledge said
11 deposition is true and accurate (with the exception
12 of the following corrections listed below).

13 ERRATA SHEET

14 Case: DIRECT ENERGY BUSINESS vs. DUKE ENERGY OHIO

15 Witness: JENNIFER SEAMON

16

17 Page_____ Line_____ Correction_____

18 Reason for Change:_____

19 Page_____ Line_____ Correction_____

20 Reason for Change:_____

21 Page_____ Line_____ Correction_____

22 Reason for Change:_____

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25	Reason for Change:	_____

1 Case: DIRECT ENERGY BUSINESS vs. DUKE ENERGY OHIO

2 Witness: JENNIFER SEAMON

3

4

5

6 _____
Signature of Witness

7

8 *****

9

10 STATE OF _____

11 COUNTY OF _____

12

13 Subscribed and sworn to before me this _____

14 day of _____, 2015

15

16

17

18 _____
Notary Public

19

20 My Commission Expires: _____

21

22 (Seal)

23

24

25

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6/13/2017 5:21:46 PM

in

Case No(s). 14-1277-EL-CSS

Summary: Exhibit List of Complainant and Exhibits 4-10 electronically filed by Ms. Rebekah J. Glover on behalf of Direct Energy Business, LLC