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**FILE**

July 13, 2007

Docketing Division  
The Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215

PUCO

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RECEIVED-DOCKETING DIV

Re: Case No. 06-1398-EL-UNC

Docketing Division:

On May 14, 2007 Duke Energy filed a new Rider GP to be effective May 31, 2007. Subsequent to that filing we have been working with the Commission staff in the development of material to be used in communicating the availability of Rider GP to our customers. As a result of those discussions we have determined that certain modifications to the Rider GP wording would be appropriate.

Enclosed are four (4) copies of the revised Rider GP, Go Green Rider, effective July 13, 2007.

One copy of the enclosed tariff is to be designated for TRF Docket Number 89-6002-EL-TRF.

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

Very truly yours,

Michael A. Gribler  
General Manager  
State Regulatory Affairs

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Technician SM Date Processed 7/16/07

**RIDER GP**

**GOGREEN RIDER**

**APPLICABILITY**

Applicable to all customers who wish to purchase GoGreen units from the Company-sponsored GoGreen program and who enter a service agreement with the company. This rider will be available until December 31, 2008.

**DEFINITION OF GOGREEN**

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

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

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

**GOGREEN COMPETITIVE RETAIL ELECTRIC SERVICE MARKET PRICE**

1. Rate RS, Rate ORH, and Rate TD:

For all GoGreen units .....\$2.50 per unit per month

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

2. All other rates:

Individually calculated GoGreen Rate per service agreement which may also include carbon credits.

**NET MONTHLY BILL**

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

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

#### **TERMS AND CONDITIONS**

1. The customer shall enter into a service agreement with Company that shall specify the amount in GoGreen units and price of GoGreen units to be purchased monthly. Customer shall give Company thirty (30) days notice prior to cancellation of participation in this rider.
2. Funds from the GoGreen Rate will be used to purchase Renewable Energy Certificates and/or carbon credits from renewable and environmentally friendly sources as described in the DEFINITION OF GOGREEN section and for customer education, marketing, and costs of the GoGreen Program.
3. Renewable Energy Certificate ("REC") shall mean tradable units that represent the commodity formed by unbundling the environmental attributes of a unit of renewable or environmentally friendly energy from the underlying electricity. One REC would be equivalent to the environmental attributes of one MWH of electricity from a renewable or environmentally friendly generation source.
4. Company may transfer RECs or Carbon Credits at the prevailing wholesale market prices to and from third parties, including affiliated Companies.
5. Company reserves the right to terminate the Rider or revise the pricing or minimum purchase amount of the Rider after giving 60 days notice.
6. Carbon Credit shall mean tradable units that represent the reduction of the release of a greenhouse gas in the equivalent of one ton CO<sub>2</sub>.

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

#### **SERVICE REGULATIONS**

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

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Filed pursuant to an Order dated May 9, 2007 in Case No. 06-1398-EL-UNC before the Public Utilities Commission of Ohio.

Issued: July 13, 2007

Issued by Sandra P. Meyer, President

Effective: July 13, 2007