

LARGE FILING SEPARATOR SHEET

CASE NUMBER: 08-920-EL-SSO
89-6002-EL-TRF

FILE DATE: 12/11/2008

SECTION: (Part 2 of 2)

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DESCRIPTION OF DOCUMENT: Tariff

RATE RS3P

RESIDENTIAL THREE-PHASE SERVICE

APPLICABILITY

Applicable to three phase electric service, for all domestic purposes in private residences and single occupancy apartments and separately metered common use areas of multi-occupancy buildings in the entire territory of the Company where (1) distribution lines are adjacent to the premises to be served, (2) the building load requires three phase service, and (3) where the Company has an existing 208Y/120V network grid.

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

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

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

TYPE OF SERVICE

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

NET MONTHLY BILL

Computed in accordance with the following charges:

	<u>Summer Period</u>	<u>Winter Period</u>
1. Distribution Charges		
(a) Customer Charge	\$6.50 per month	\$6.50 per month
(b) Energy Charge		
First 1,000 kilowatt-hours	\$0.019949 per kWh	\$0.019949 per kWh
Additional kilowatt-hours	\$0.019949 per kWh	\$0.019949 per kWh

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 35.2
Cancels and Supersedes
Original Sheet No. 35.1
Page 2 of 3

NET MONTHLY BILL (Contd.)

2. Applicable Riders

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

Sheet No. 51, Rider PTC-AAC, Annually Adjusted Component Rider
Sheet No. 53, Rider PTC-FPP, Fuel and Economy Purchased Power Rider
Sheet No. 54, Rider SRA-CD, Capacity Dedication Rider
Sheet No. 56, Rider SRA-SRT, System Reliability Tracker
Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider
Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider
Sheet No. 80, Rider RGR, Residential Generation Rider
Sheet No. 81, Rider EER, Energy Efficiency Revolving Loan Program Rider
Sheet No. 83, Rider OET, Ohio Excise Tax Rider
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider
Sheet No. 86, Rider USR, Universal Service Fund Rider
Sheet No. 89, Rider AG, Optional Alternative Generation Rider
Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric
Sheet No. 104, Rider DR-IM, Infrastructure Modernization Rider
Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider
Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate

3. Price to Compare Base Generation Charges (PTC-BG)

The following generation charges are applicable to all customers except those customers who receive their energy from a certified supplier.

	<u>JAN. 1, 2009 – DEC. 31, 2009</u>	
	<u>Summer Period</u>	<u>Winter Period</u>
Energy Charge		
First 1,000 kilowatt-hours	\$0.040238 per kWh	\$0.040238 per kWh
Additional kilowatt-hours	\$0.053622 per kWh	\$0.008915 per kWh

	<u>JAN. 1, 2010 – DEC. 31, 2010</u>	
	<u>Summer Period</u>	<u>Winter Period</u>
Energy Charge		
First 1,000 kilowatt-hours	\$0.042345per kWh	\$0.042345per kWh
Additional kilowatt-hours	\$0.056265per kWh	\$0.009770per kWh

	<u>JAN. 1, 2011 – DEC. 31, 2011</u>	
	<u>Summer Period</u>	<u>Winter Period</u>
Energy Charge		
First 1,000 kilowatt-hours	\$0.042345per kWh	\$0.042345per kWh
Additional kilowatt-hours	\$0.056265per kWh	\$0.009770per kWh

MINIMUM CHARGE

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

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BILLING PERIODS

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

LATE PAYMENT CHARGE

Payment of the total amount due must be received in the Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance is due and payable.

The late payment charge is not applicable to:

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

TERMS AND CONDITIONS

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

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

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

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RATE DS

SERVICE AT SECONDARY DISTRIBUTION VOLTAGE

APPLICABILITY

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

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

TYPE OF SERVICE

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

NET MONTHLY BILL

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

1. Distribution Charges

(a) Customer Charge per month

Single Phase Service	\$ 7.50
Single and/or Three Phase Service	\$15.00

(b) Demand Charge

All kilowatts	\$ 3.7908 per kW
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2. Applicable Riders

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

Sheet No. 51, Rider PTC-AAC, Annually Adjusted Component Rider
Sheet No. 53, Rider PTC-FPP, Fuel and Economy Purchased Power Rider
Sheet No. 54, Rider SRA-CD, Capacity Dedication Rider
Sheet No. 56, Rider SRA-SRT, System Reliability Tracker
Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider
Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider
Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider
Sheet No. 81, Rider EER, Energy Efficiency Revolving Loan Program Rider
Sheet No. 83, Rider OET, Ohio Excise Tax Rider
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider
Sheet No. 85, Rider SC, Shopping Credit Rider
Sheet No. 86, Rider USR, Universal Service Fund Rider
Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric
Sheet No. 104, Rider DR-IM, Infrastructure Modernization Rider
Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider
Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate

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P.U.C.O. Electric No. 19
Sheet No. 40.12
Cancels and Supersedes
Sheet No. 40.11
Page 2 of 4

NET MONTHLY BILL (Contd.)

3. Price to Compare – Base Generation Charges (PTC-BG)

JAN. 1, 2009 – DEC. 31, 2009

(a) Demand Charge	
First 1,000 kilowatts	\$ 7.9637 per kW
Additional kilowatts	\$ 6.2997 per kW
(b) Energy Charge	
Billing Demand times 300	\$0.008266 per kWh
Additional kWh	\$0.004468 per kWh

JAN. 1, 2010 – DEC. 31, 2010

(a) Demand Charge	
First 1,000 kilowatts	\$8.2822 per kW
Additional kilowatts	\$6.5517 per kW
(b) Energy Charge	
Billing Demand times 300	\$0.009454 per kWh
Additional kWh	\$0.005148 per kWh

JAN. 1, 2011 – DEC. 31, 2011

(a) Demand Charge	
First 1,000 kilowatts	\$8.6135 per kW
Additional kilowatts	\$6.8138 per kW
(b) Energy Charge	
Billing Demand times 300	\$0.019682 per kWh
Additional kWh	\$0.005957 per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

AVOIDANCE OF SYSTEM RELIABILITY TRACKER CHARGE AND RECEIPT OF SHOPPING CREDIT

Non-residential customers who have signed or will sign a contract with DE-Ohio, or provide a CRES contract to DE-Ohio, or provide a release in the form approved by the Commission in Case No. 03-93-EL-ATA indicating that the customer will remain off of ESP-SSO service through December 31, 2011, may avoid Rider SRA-SRT charges and receive a shopping credit. More specifically, to avoid Rider SRA-SRT charges and receive the shopping credit, the customer must be willing to return to DE-Ohio's ESP-SSO service at 115% of DE-Ohio's ESP-SSO price, including all riders except for distribution riders.

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

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MINIMUM BILL PROVISION

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

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

METERING

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

DEMAND

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

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

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

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

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

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

POWER FACTOR ADJUSTMENT

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

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

- a) Continuous measurement
 - the power factor, as determined during the interval in which the maximum kW demand is established, will be used for billing purposes; or

POWER FACTOR ADJUSTMENT (Cont'd)

b) Testing

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

LATE PAYMENT CHARGE

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

TERMS AND CONDITIONS

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

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

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

SERVICE REGULATIONS

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

RATE GS-FL

OPTIONAL UNMETERED GENERAL SERVICE RATE FOR SMALL FIXED LOADS

APPLICABILITY

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

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

TYPE OF SERVICE

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

NET MONTHLY BILL

Computed in accordance with the following charges:

1. Distribution Charges

- | | |
|-------------------------------------------------------------------------------------------------------------------|--------------------|
| (a) For loads based on a range of 540 to 720 hours use per month of the rated capacity of the connected equipment | \$0.015329 per kWh |
| (b) For loads of less than 540 hours use per month of the rated capacity of the connected equipment | \$0.017587 per kWh |

2. Applicable Riders

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

Sheet No. 51, Rider PTC-AAC, Annually Adjusted Component Rider
Sheet No. 53, Rider PTC-FPP, Fuel and Economy Purchased Power Rider
Sheet No. 54, Rider SRA-CD, Capacity Dedication Rider
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Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider
Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider
Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider
Sheet No. 81, Rider EER, Energy Efficiency Revolving Loan Program Rider
Sheet No. 83, Rider OET, Ohio Excise Tax Rider
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider
Sheet No. 85, Rider SC, Shopping Credit Rider
Sheet No. 86, Rider USR, Universal Service Fund Rider
Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric
Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider
Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate

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Issued:

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Effective: January 2, 2009

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 41.12
Cancels and Supersedes
Sheet No. 41.11
Page 2 of 3

NET MONTHLY BILL (Contd.)

3. Price to Compare – Base Generation Charges (PTC-BG)

JAN. 1, 2009 – DEC. 31, 2009

For loads based on a range of 540 to 720 hours use per month of the
rated capacity of the connected equipment \$0.055458 per kWh

For loads of less than 540 hours use per month of the rated capacity of
the connected equipment \$0.065571 per kWh

JAN. 1, 2010 – DEC. 31, 2010

For loads based on a range of 540 to 720 hours use per month of the
rated capacity of the connected equipment \$0.058444 per kWh

For loads of less than 540 hours use per month of the rated capacity of
the connected equipment \$0.068961 per kWh

JAN. 1, 2011 – DEC. 31, 2011

For loads based on a range of 540 to 720 hours use per month of the
rated capacity of the connected equipment \$0.068267 per kWh

For loads of less than 540 hours use per month of the rated capacity of
the connected equipment \$0.079205 per kWh

AVOIDANCE OF SYSTEM RELIABILITY TRACKER CHARGE AND RECEIPT OF SHOPPING CREDIT

Non-residential customers who have signed or will sign a contract with DE-Ohio, or provide a CRES contract to DE-Ohio, or provide a release in the form approved by the Commission in Case No. 03-93-EL-ATA indicating that the customer will remain off of ESP-SSO service through December 31, 2011, may avoid Rider SRA-SRT charges and receive a shopping credit. More specifically, to avoid Rider SRA-SRT charges and receive the shopping credit, the customer must be willing to return to DE-Ohio's ESP-SSO service at 115% of DE-Ohio's ESP-SSO price, including all riders except for distribution riders.

MINIMUM CHARGE

The minimum charge shall be \$5.00 per Fixed Load Location per month.

LATE PAYMENT CHARGE

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

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Sheet No. 41.12
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Sheet No. 41.11
Page 3 of 3

SERVICE PROVISIONS

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

TERM OF SERVICE

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

SERVICE REGULATIONS

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

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Issued by Julie Janson, President

Effective: January 2, 2009

RATE EH

OPTIONAL RATE FOR ELECTRIC SPACE HEATING

APPLICABILITY

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

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

TYPE OF SERVICE

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

NET MONTHLY BILL

Computed in accordance with the following charges:

Winter Period:

1. Distribution Charges

(a) Customer Charge per month

Single Phase Service	\$ 7.50
Three Phase Service	\$ 15.00
Primary Voltage Service	\$150.00

(b) Energy Charge

All kilowatt-hours	\$0.011356 per kWh
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Sheet No. 42.12
Cancels and Supersedes
Sheet No. 42.11
Page 2 of 3

NET MONTHLY BILL (Contd.)

2. Applicable Riders

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

Sheet No. 51, Rider PTC-AAC, Annually Adjusted Component Rider
Sheet No. 53, Rider PTC-FPP, Fuel and Economy Purchased Power Rider
Sheet No. 54, Rider SRA-CD, Capacity Dedication Rider
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Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider
Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider
Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider
Sheet No. 81, Rider EER, Energy Efficiency Revolving Loan Program Rider
Sheet No. 83, Rider OET, Ohio Excise Tax Rider
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider
Sheet No. 85, Rider SC, Shopping Credit Rider
Sheet No. 86, Rider USR, Universal Service Fund Rider
Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric
Sheet No. 104, Rider DR-IM, Infrastructure Modernization Rider
Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider
Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate

3. Price to Compare – Base Generation Charges (PTC-BG)

JAN. 1, 2009 – DEC. 31, 2009

All kilowatt-hours \$0.015569 per kWh

JAN. 1, 2010 – DEC. 31, 2010

All kilowatt-hours \$0.016959 per kWh

JAN. 1, 2011 – DEC. 31, 2011

All kilowatt-hours \$0.025123 per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

AVOIDANCE OF SYSTEM RELIABILITY TRACKER CHARGE AND RECEIPT OF SHOPPING CREDIT

Non-residential customers who have signed or will sign a contract with DE-Ohio, or provide a CRES contract to DE-Ohio, or provide a release in the form approved by the Commission in Case No. 03-93-EL-ATA indicating that the customer will remain off of ESP-SSO service through December 31, 2011, may avoid Rider SRA-SRT charges and receive a shopping credit. More specifically, to avoid Rider SRA-SRT charges and receive the shopping credit, the customer must be willing to return to DE-Ohio's ESP-SSO service at 115% of DE-Ohio's ESP-SSO price, including all riders except for distribution riders.

Summer Period:

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

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Sheet No. 42.12
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MINIMUM CHARGE

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

BILLING PERIODS

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

LATE PAYMENT CHARGE

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

TERMS AND CONDITIONS

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

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

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Issued:

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RATE DM

SECONDARY DISTRIBUTION SERVICE - SMALL

APPLICABILITY

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

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

TYPE OF SERVICE

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

NET MONTHLY BILL

Computed in accordance with the following charges:

	<u>Summer Period</u>	<u>Winter Period</u>
1. Distribution Charges		
(a) Customer Charge		
Single Phase	\$ 7.50 per month	\$ 7.50 per month
Three Phase	\$15.00 per month	\$15.00 per month
(b) Energy Charge		
First 2,800 kWh	\$0.035471 per kWh	\$0.025462 per kWh
Next 3,200 kWh	\$0.002951 per kWh	\$0.002951 per kWh
Additional kWh	\$0.001252 per kWh	\$0.001252 per kWh

2. Applicable Riders

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

Sheet No. 51, Rider PTC-AAC, Annually Adjusted Component Rider
Sheet No. 53, Rider PTC-FPP, Fuel and Economy Purchased Power Rider
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Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider
Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

NET MONTHLY BILL (Contd.)

3. Market Price Generation Charges – Market Based Standard Service Offer

JAN. 1, 2009 – DEC. 31, 2009

	<u>Summer Period</u>	<u>Winter Period</u>
First 2,800 kWh	\$ 0.048938 per kWh	\$ 0.036279 per kWh
Next 3,200 kWh	\$ 0.003226 per kWh	\$ 0.003243 per kWh
Additional kWh	\$(0.005573) per kWh	\$(0.005917) per kWh

JAN. 1, 2010 – DEC. 31, 2010

	<u>Summer Period</u>	<u>Winter Period</u>
First 2,800 kWh	\$ 0.051880 per kWh	\$ 0.038621 per kWh
Next 3,200 kWh	\$ 0.003982 per kWh	\$ 0.003999 per kWh
Additional kWh	\$(0.005198) per kWh	\$(0.005558) per kWh

JAN. 1, 2011 – DEC. 31, 2011

	<u>Summer Period</u>	<u>Winter Period</u>
First 2,800 kWh	\$0.067106 per kWh	\$ 0.050879 per kWh
Next 3,200 kWh	\$0.007989 per kWh	\$ 0.007988 per kWh
Additional kWh	\$(0.002325) per kWh	\$(0.002742) per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

AVOIDANCE OF SYSTEM RELIABILITY TRACKER CHARGE AND RECEIPT OF SHOPPING CREDIT

Non-residential customers who have signed or will sign a contract with DE-Ohio, or provide a CRES contract to DE-Ohio, or provide a release in the form approved by the Commission in Case No. 03-93-EL-ATA indicating that the customer will remain off of ESP-SSO service through December 31, 2011, may avoid Rider SRA-SRT charges and receive a shopping credit. More specifically, to avoid Rider SRA-SRT charges and receive the shopping credit, the customer must be eligible to return to DE-Ohio's ESP-SSO service at 115% of DE-Ohio's ESP-SSO price, including all riders except for distribution riders.

MINIMUM CHARGE

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

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

BILLING PERIODS

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

LATE PAYMENT CHARGE

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

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

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Issued by Julie Janson, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 43.12
Cancels and Supersedes
Sheet No. 43.11
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TERMS AND CONDITIONS

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

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

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

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

RATE DP

SERVICE AT PRIMARY DISTRIBUTION VOLTAGE

APPLICABILITY

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

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

TYPE OF SERVICE

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

NET MONTHLY BILL

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

1. Distribution Charges

(a) Customer Charge per month

Primary Voltage Service (12.5 or 34.5 kV) \$150.00 per month

(b) Demand Charge

All kilowatts \$ 2.937 per kW

2. Applicable Riders

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

Sheet No. 51, Rider PTC-AAC, Annually Adjusted Component Rider
Sheet No. 53, Rider PTC-FPP, Fuel and Economy Purchased Power Rider
Sheet No. 54, Rider SRA-CD, Capacity Dedication Rider
Sheet No. 56, Rider SRA-SRT, System Reliability Tracker
Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider
Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider
Sheet No. 59, Rate RSS, Rate Stabilization Surcredit Rider
Sheet No. 81, Rider EER, Energy Efficiency Revolving Loan Program Rider
Sheet No. 83, Rider OET, Ohio Excise Tax Rider
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider
Sheet No. 85, Rider SC, Shopping Credit Rider
Sheet No. 86, Rider USR, Universal Service Fund Rider
Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric
Sheet No. 104, Rider DR-IM, Infrastructure Modernization Rider
Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider
Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate

Filed pursuant to an Order dated _____ in Case No.08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Issued by Julie Janson, President

Effective:

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 44.12
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NET MONTHLY BILL (Contd.)

3. Price to Compare – Base Generation Charges (PTC-BG)

JAN. 1, 2009 – DEC. 31, 2009

(a) Demand Charge	
First 1,000 kilowatts	\$7.1916 per kW
Additional kilowatts	\$5.6732 per kW
(b) Energy Charge	
Billing Demand times 300	\$0.010751 per kWh
Additional kWh	\$0.005940 per kWh

JAN. 1, 2010 – DEC. 31, 2010

(a) Demand Charge	
First 1,000 kilowatts	\$7.4793 per kW
Additional kilowatts	\$5.9001 per kW
(b) Energy Charge	
Billing Demand times 300	\$0.011953 per kWh
Additional kilowatts	\$0.006680 per kWh

JAN. 1, 2011 – DEC. 31, 2011

(a) Demand Charge	
First 1,000 kilowatts	\$7.7784 per kW
Additional kilowatts	\$6.1361 per kW
(b) Energy Charge	
Billing Demand times 300	\$0.020053 per kWh
Additional kilowatts	\$0.007549 per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

AVOIDANCE OF SYSTEM RELIABILITY TRACKER CHARGE AND RECEIPT OF SHOPPING CREDIT

Non-residential customers who have signed or will sign a contract with DE-Ohio, or provide a CRES contract to DE-Ohio, or provide a release in the form approved by the Commission in Case No. 03-93-EL-ATA indicating that the customer will remain off of ESP-SSO service through December 31, 2011, may avoid Rider SRA-SRT charges and receive the shopping credit. More specifically, to avoid Rider SRA-SRT charges and receive the shopping credit, the customer must be willing to return to DE-Ohio's ESP-SSO service at 115% of DE-Ohio's ESP-SSO price, including all riders except for distribution riders.

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

Filed pursuant to an Order dated _____ in Case No.08-920-EL-SSO before the Public Utilities Commission of Ohio.

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Issued by Julie Janson, President

Effective:

MINIMUM BILL PROVISION

The minimum bill shall be:

85% of the highest monthly kilowatt demand as established in the summer period and effective for the next succeeding eleven (11) months plus the customer charge.

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

PRIMARY VOLTAGE METERING DISCOUNT

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

DEMAND

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

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

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

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

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

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

Filed pursuant to an Order dated _____ in Case No.08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Issued by Julie Janson, President

Effective:

POWER FACTOR ADJUSTMENT

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

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

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

LATE PAYMENT CHARGE

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

TERMS AND CONDITIONS

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

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

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

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

SERVICE REGULATIONS

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

Filed pursuant to an Order dated _____ in Case No.08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Issued by Julie Janson, President

Effective:

RATE SFL - ADPL

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

APPLICABILITY

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

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

TYPE OF SERVICE

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

NET MONTHLY BILL

Computed in accordance with the following charges:

1. Distribution Charges \$0.015329 per kWh

2. Applicable Riders

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

Sheet No. 51, Rider PTC-AAC, Annually Adjusted Component Rider
Sheet No. 53, Rider PTC-FPP, Fuel and Economy Purchased Power Rider
Sheet No. 54, Rider SRA-CD, Capacity Dedication Rider
Sheet No. 56, Rider SRA-SRT, System Reliability Tracker
Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider
Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider
Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider
Sheet No. 81, Rider EER, Energy Efficiency Revolving Loan Program Rider
Sheet No. 83, Rider OET, Ohio Excise Tax Rider
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider
Sheet No. 85, Rider SC, Shopping Credit Rider
Sheet No. 86, Rider USR, Universal Service Fund Rider
Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric
Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider
Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public
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Issued:

Issued by Julie Janson, President

Effective: January 2, 2009

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 46.8
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Sheet No. 46.7
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NET MONTHLY BILL (Contd.)

3. Price to Compare – Base Generation Charges (PTC-BG)

JAN. 1, 2009 – DEC. 31, 2009

All kWh

\$0.055458 per kWh

JAN. 1, 2010 – DEC. 31, 2010

All kWh

\$0.058444 per kWh

JAN. 1, 2011 – DEC. 31, 2011

All kWh

\$0.068267 per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

AVOIDANCE OF SYSTEM RELIABILITY TRACKER CHARGE AND RECEIPT OF SHOPPING CREDIT

Non-residential customers who have signed or will sign a contract with DE-Ohio, or provide a CRES contract to DE-Ohio, or provide a release in the form approved by the Commission in Case No. 03-93-EL-ATA indicating that the customer will remain off of ESP-SSO service through December 31, 2011, may avoid Rider SRA-SRT charges and receive a shopping credit. More specifically, to avoid Rider SRA-SRT charges and receive the shopping credit, the customer must be willing to return to DE-Ohio's ESP-SSO service at 115% of DE-Ohio's ESP-SSO price, including all riders except for distribution riders.

LATE PAYMENT CHARGE

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

SERVICE PROVISIONS

1. Each separate point of delivery of service shall be considered a Fixed Load Location.
2. The Company shall determine the monthly kWhs associated with each Fixed Load Location.
3. The customer shall enter into a Service Agreement with the Company setting forth the terms and conditions under which the customer may connect devices to the Company's power lines.
4. The customer shall be responsible for all costs associated with connecting the device to the power lines.
5. The customer shall notify the Company in advance of the connection of any device to Company's power lines, and in advance of every change in connected load, and the Company reserves the right to inspect the customer's equipment at any time to verify the actual load. In the event of the customer's failure to notify the Company of an increase in load, the Company reserves the right to refuse to serve the Fixed Load thereafter under this Schedule, and shall be entitled to bill the customer retroactively on the basis of the increased load for the full period such load was connected.

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Issued by Julie Janson, President

Effective: January 2, 2009

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P.U.C.O. Electric No. 19
Sheet No. 46.8
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SERVICE PROVISIONS (Contd.)

6. The Company may, at its sole discretion, refuse to attach devices that it reasonably believes may impede the operation, maintenance, reliability, or safety of the electric distribution lines or pose a danger to Company personnel or other persons.
7. To the extent it is commercially feasible to do so, the Company will combine all fixed load locations for a given customer onto a single monthly bill. Billing calculations will be performed for each Fixed Load Location, but the results of the individual calculations will be summarized on the monthly bill.

TERM OF SERVICE

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

SERVICE REGULATIONS

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

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Issued by Julie Janson, President

Effective: January 2, 2009

RIDER NM

NET METERING RIDER

AVAILABILITY

Net Metering is available to qualifying customer generators, upon request, and on a first-come, first-served basis whenever the total rated generating capacity of all net metered generators is less than one percent of the Company's aggregate customer peak demand in Ohio. A qualifying customer generator is one whose generating facilities are:

- a. Fueled by solar, wind, biomass, landfill gas, or hydropower, or use a microturbine or a fuel cell;
- b. Located on the Customer's premises;
- c. Operated in parallel with the Company's transmission and distribution facilities;
- d. Intended primarily to offset part or all of the Customer's requirements for electricity.

DEFINITION

"Net Metering" means measuring the difference in an applicable billing period between the amount of electricity supplied by Company and the amount of electricity generated by such respective Customer that is delivered to Company.

BILLING

The measurement of net electricity supplied by Company and delivered to Company shall be calculated in the following manner. Company shall measure the difference between the amount of electricity delivered by Company to Customer and the amount of electricity generated by the Customer and delivered to Company during the billing period, in accordance with normal metering practices. If the kWh delivered by Company to the Customer exceeds the kWh delivered by the Customer to Company during the billing period, the Customer shall be billed for the kWh difference. If the kWh generated by the Customer and the delivered to Company exceeds the kWh supplied by the Company to Customer during the billing period, the Customer shall be credited the kWh difference. The credit shall be only for the generation component of the applicable rate tariff. The Customer may request in writing a refund that amounts to, but is not greater than, an annual true-up of accumulated credits over a twelve month period.

Bill charges and credits will be in accordance with the standard tariff that would apply if the Customer did not participate in this rider.

Filed pursuant to an Order dated September 10, 2008 in Case No. 05-1500-EL-COI before the Public Utilities Commission of Ohio.

Issued: September 10, 2008

Effective: October 16, 2008

Issued by Sandra P. Meyer, President

METERING

Net metering shall be accomplished using a single meter capable of registering the amount (flow) of electricity which flowed in each direction during a billing period. If the existing electrical meter is not capable of measuring the flow of electricity in two directions, the customer-generator shall be responsible for all expenses involved in purchasing and installing a meter that is capable of measuring electricity flow in two directions. The Company, at its own expense and with the written consent of the customer-generator, may install one or more additional meters to monitor the flow of electricity in each direction.

TERMS AND CONDITIONS

Customer shall maintain reasonable amounts of insurance sufficient to meet its construction, operating and liability responsibilities associated with the generator installation. Customer shall agree to provide Company from time to time with proof of such insurance upon Company's request.

Company and Customer, to the extent permitted by law, shall indemnify and hold the other party harmless from and against all claims, liability, damages, and expenses, including attorney's fees, based on any injury to any persons, including loss of life or damage to any property, including loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with an act or omission by such other party, its employees, agents, representatives, successors, or assigns in the construction, ownership, operation, or maintenance of such party's facilities used in net metering.

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

INTERCONNECTION

Customer shall make an application for Interconnection Service and execute an Interconnection Agreement as outlined in Rate IS – Interconnection Service.

Customer shall comply with all applicable requirements of Rate IS – Interconnection Service.

Conformance with these requirements does not convey any liability to the Company for damages or injuries arising from the installation or operation of the generator system.

Filed pursuant to an Order dated September 10, 2008 in Case No. 05-1500-EL-COI before the Public Utilities Commission of Ohio.

Issued: September 10, 2008

Effective: October 16, 2008

Issued by Sandra P. Meyer, President

RATE IS

INTERCONNECTION SERVICE

APPLICABILITY

Any Customer that operates or seeks to operate a generating device in parallel with the Company's distribution system is subject to the provisions and Special Terms and Conditions of this Tariff and the requirements of Chapter 4901:1-22, Ohio Administrative Code Uniform Electric Interconnection Standards.

Any Customer that operates or seeks to operate a generating device in parallel with the Company's transmission system, and such installation is not subject to the interconnection rules of the Midwest Independent System Operator and Federal Energy Regulatory Commission, is subject to the provisions and Special Terms and Conditions of this tariff. Requests for such interconnections to the Company's transmission system are subject to the same fees and review procedures as Level 3 Standard Procedure as described in Chapter 4901:1-22, Ohio Administrative Code Uniform Electric Interconnection Standards.

A generating device is any device that produces electricity and includes, but is not limited to, any type of synchronous generator, induction generator, or inverter based system such as solar photovoltaic, wind turbine, fuel cell, or microturbine.

APPLICATION AND APPROVAL PROCEDURES

Any Customer seeking new Interconnection Service under this tariff shall follow the process and conform with the requirements as specified in Chapter 4901:1-22, Ohio Administrative Code Uniform Electric Interconnection Standards using the appropriate "Application for Interconnection" and "Interconnection Agreement".

APPLICATION FEES AND STUDY COSTS

No application fee is required to submit an "Application for Interconnection."

For Level 1, 1.1 and 1.2 applications, no additional fees will be charged for studies. For Level 2 applications, the Company may determine the need for a system impact study or facility study. For Level 3 applications, the Company may determine the need for a feasibility study, system impact study, or facility study. Fees for such feasibility studies, system impact studies, and facilities studies will be based on the Company's actual loaded labor rate.

Level 1, 1.1, 1.2, 2 and 3 are as described in Chapter 4901:1-22, Ohio Administrative Code Uniform Electric Interconnection Standards.

TECHNICAL INTERCONNECTION REQUIREMENTS

Customer must comply with all technical interconnection requirements specified by the Company. Such requirements by the Company shall not be in conflict with any requirements in Chapter 4901:1-22, Ohio Administrative Code Uniform Electric Interconnection Standards. The

TECHNICAL INTERCONNECTION REQUIREMENTS (Cont'd.)

Company's technical requirements are based on IEEE 1547-2003 "IEEE Standard for Interconnection Distributed Resources with Electric Power Systems." (IEEE 1547). The intent is to utilize IEEE 1547 requirements and to supplement those with a minimal number of additional requirements where appropriate. The purpose of a minimal number of Company requirements not included in IEEE 1547 is to add clarity to some IEEE 1547 sections and to specify requirements for issues that were not addressed in IEEE 1547. Most Customer generator installations that meet IEEE 1547 will also satisfy the Company's technical requirements.

SPECIAL TERMS AND CONDITIONS

Any Customer operating a generating device in parallel with the Company's system shall comply with the following Terms and Conditions:

1. Customer shall install, operate and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on the Customer's system required by the Company's technical interconnection requirements.
2. Any changes or additions to the Company's system required for interconnection service shall be considered excess facilities. Customer shall agree to pay Company for actual costs incurred for all such excess facilities prior to construction.
3. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way. Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements or as to any other characteristics, of the generation equipment, controls, and protective relays and equipment (hereinafter called the "Generation Facilities"). The Generation Facilities installed and operated by or for Customer shall comply with, and Customer shall represent and warrant their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Company's rule and regulations, and Company's Service Regulations, each as contained in Company's Retail Electric Tariff and each as may be revised from time to time with the approval of the Public Utilities Commission of Ohio ("Commission"); (c) the rules and regulations of the Commission, including the provisions of Chapter 4901:1-22, Ohio Administrative Code Uniform Electric Interconnection Standards, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state and federal codes and laws, as the same may be in effect from time to time.
4. Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the Generation Facilities are being operated in parallel with Company's electric system, Customer shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system. Customer shall agree that the interconnection and operation of the Generation Facilities is secondary to, and shall not interfere with, Company's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.

SPECIAL TERMS AND CONDITIONS (Cont'd)

5. Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric system, or loss of a source or sources on Company's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Company's electric system. Additionally, if the fault is on Customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's electric system. Upon Company's request, Customer shall promptly notify Company whenever such automatic disconnecting devices operate.
6. Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facilities in accordance with IEEE 1547 and the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Upon request from the Company, Customer shall supply copies of periodic test reports or inspection logs.
7. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation Facilities from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.
8. Customer must provide the Company reasonable opportunity to inspect the Generation Facilities prior to initial operation and witness the initial testing and commissioning of the Generation Facilities. Company may witness any commissioning tests required by IEEE 1547. Following the initial testing and inspection of the Generation Facilities and upon reasonable advance notice to Customer, Company shall have access at reasonable times to the Generation Facilities to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the Generation Facilities comply with the requirements of this Agreement. The Company's cost of such inspection(s) shall be at Company's expense; however, Company shall not be responsible for any other cost Customer may incur as a result of such inspection(s). Upon written request, Customer shall inform Company of the next scheduled maintenance and allow Company to witness the maintenance program and any associated testing. Company shall also have at all times immediate access to breakers or any other equipment that will isolate the generation Facilities from Company's electric system.
9. Company shall have the right and authority to isolate the Generation Facilities at Company's sole discretion if Company believes that: (a) continued interconnection and parallel operation of the Generation Facilities with Company's electric system creates or contributes (or will create or contribute) to a system emergency on either Company's or Customer's electric system; (b) the Generation Facilities are not in compliance with the requirements of this tariff, and the noncompliance adversely affects the safety, reliability or power quality of Company's electric system; or (c) the Generation Facilities interfere with the operation of Company's electric system. In non-emergency situations, Company shall give Customer notice of

SPECIAL TERMS AND CONDITIONS (Cont'd)

noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the non-compliance prior to isolating the Generating Facilities.

10. Customer shall agree that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in the Interconnection Agreement, and no relay or other control or protection settings specified in the Interconnection Agreement shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.
11. Each Party (the "Indemnifying Party") to the extent permitted by law shall indemnify and hold harmless the other Party from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities used in connection with is Agreement.
12. Customer shall agree to maintain reasonable amounts of insurance coverage against risks related to the Generation Facilities for which there is a reasonable likelihood of occurrence. Customer shall agree to provide Company from time to time with proof of such insurance upon Company's request.

EXHIBIT A

**APPLICATION FOR INTERCONNECTION AND PARALLEL OPERATION WITH
THE COMPANY'S DISTRIBUTION SYSTEM**

Return Completed Application to:

Duke Energy Ohio
Attention: Accounts Services
139 East Fourth Street
Cincinnati, Ohio 45202

Customer's Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____

Service Point Address: _____

Information Prepared and Submitted By: _____

(Name and Address) _____

The following information shall be supplied by the Customer or Customer's designated representative. All applicable items must be accurately completed in order that the Customer's generating facilities may be effectively evaluated for interconnection with the Company's Distribution System.

GENERATOR

Number of Units: _____

Manufacturer: _____

Type (Synchronous, Induction, or Inverter): _____

Fuel Source Type (Solar, Natural Gas, Wind, etc.): _____

Kilowatt Rating (95 F at location) _____

Kilovolt-Ampere Rating (95 F at location): _____

Power Factor: _____

Voltage Rating: _____

Ampere Rating: _____

Number of Phases: _____

Frequency: _____

Do you plan to export power: ☐ Yes ☐ No

If Yes, maximum amount expected: _____

Expected Energizing and Start-up Date: _____

Normal Operation of Interconnection: (examples: provide power to meet base load, demand management, standby, back-up, other) (please describe) _____

One-line diagram attached: _____ Yes

Have testing results been supplied to the Company documenting conformance with the Company's technical requirements: _____ Yes [Note: Requires a Yes for complete Application.]

Have all necessary government permits and approvals been obtained for the project prior to this application? _____ Yes [Note: Requires a Yes for an Application to be considered complete.]

Have the generator Manufacturer machine characteristics been supplied to the Company? _____ Yes [Note: Requires a Yes for complete Application.]

Layout sketch showing lockable, "visible" disconnect device: _____ Yes

DATE:

[CUSTOMER NAME]

(Signature)

By: _____

Title: _____

**EXHIBIT B
INTERCONNECTION AGREEMENT
FOR INTERCONNECTION AND PARALLEL OPERATION
OF DISTRIBUTED GENERATION**

This Interconnection Agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by DUKE ENERGY OHIO, ("Company"), and _____ ("Interconnection Service Customer"), a _____ [specify whether corporation, and if so name state, municipal corporation, cooperative corporation, or other], each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Scope of Agreement** -- This Agreement is applicable to conditions under which the Company and the Interconnection Service Customer agree that one or more generating facility or facilities of _____ KW to be interconnected at 35 kV or less ("Facility or Facilities") may be interconnected to the Company's Distribution System, as described in Appendix A.
2. **Establishment of Point(s) of Interconnection** -- Company and Interconnection Service Customer agree to interconnect their Facility or Facilities at the locations specified in this Agreement, in accordance with the Company's Interconnection Tariff, including the Company's Technical Requirements referenced in such Tariff, and Revised Code §4928.67, and the Uniform Electric Interconnection Standards (§4901:1-22-01, et seq.) of the Ohio Administrative Code (Rules) or any successor Rule addressing interconnection standards, and as described in the attached Appendix A (the "Point(s) of Interconnection").
3. **Responsibilities of Company and Interconnection Service Customer** -- Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, Facility or Facilities which it now or hereafter may own unless otherwise specified on Appendix A. Interconnection Service Customer shall conduct operations of its facility(s) in compliance with all aspects of the Interconnection Tariff, and Company shall conduct operations on its utility system in compliance with all aspects of the Interconnection Tariff, or as further described and mutually agreed to in the applicable Facility Schedule. Maintenance of Facilities or interconnection facilities shall be performed in accordance with the applicable manufacturer's recommended maintenance schedule. The Parties agree to cause their Facilities or systems to be constructed in accordance with any applicable safety and performance standards including but not limited to those established by the National Electrical Code, the National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories, in effect at the time of construction.

Each Party covenants and agrees to design, install, maintain, and operate, or cause the design, installation, maintenance, and operation of, its distribution system and related Facilities and Units so as to reasonably minimize the likelihood of a disturbance, originating in the system of one Party, affecting or impairing the system of the other Party, or other systems with which a Party is interconnected.

Company will notify Interconnection Service Customer if there is evidence that the Facility operation causes disruption or deterioration of service to other customers served from the same grid or if the Facility operation causes damage to Company's system.

The Interconnection Service Customer shall provide the Company with proof of Insurance or other suitable financial instrument sufficient to meet its construction, operating and liability responsibilities pursuant to this Agreement.

Interconnection Service Customer will notify Company of any emergency or hazardous condition or occurrence with the Interconnection Service Customer's Unit(s) which could affect safe operation of the system.

4. Limitation of Liability and Indemnification

- a. Neither Company nor Interconnection Service Customer shall be liable to the other for damages for any act that is beyond such party's control, including any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, a curtailment, order, or regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or by the making of necessary repairs upon the property or equipment of either party.
- b. Notwithstanding Paragraph 4.a of this Agreement, Company shall assume all liability for and shall indemnify Interconnection Service Customer for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Company's negligence in connection with the design, construction, or operation of its facilities as described on Appendix A; provided, however, that Company shall have no obligation to indemnify Interconnection Service Customer for claims brought by claimants who cannot recover directly from Company. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Interconnection Service Customer's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Interconnection Service Customer; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Company be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Company does not assume liability for any costs for damages arising from the disruption of the business of the Interconnection Service Customer or for the Interconnection Service Customer's costs and expenses of prosecuting or defending an action or claim against the Company. This paragraph does not create a liability on the part of the Company to the Interconnection Service Customer or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.
- c. Notwithstanding Paragraph 4.a of this Agreement, Interconnection Service Customer shall assume all liability for and shall indemnify Company for any claims, losses, costs, and expenses of any kind or character to the extent that they result from Interconnection Service Customer's negligence in connection with the design, construction or operation of its facilities as described on Appendix A; provided, however, that Interconnection Service Customer shall have no obligation to indemnify Company for claims brought by claimants who cannot recover directly from Interconnection Service Customer. Such indemnity shall include, but is not limited to, financial responsibility for: (a) Company's monetary losses; (b) reasonable costs and expenses of defending an action or claim made by a third person; (c) damages related to the death or injury of a third person; (d) damages to the property of Company; (e) damages to the property of a third person; (f) damages for the disruption of the business of a third person. In no event shall Interconnection Service Customer be liable for consequential, special, incidental or punitive damages, including, without limitation, loss of profits, loss of revenue, or loss of production. The Interconnection Service Customer does not assume liability for any costs for damages arising from the disruption of the business of the Company or for the Company's costs and expenses of prosecuting or defending an action or claim against the Interconnection Service Customer. This paragraph does not create a liability on the part of the Interconnection Service Customer to the Company or a third person, but requires indemnification where such liability exists. The limitations of liability provided in this paragraph do not apply in cases of gross negligence or intentional wrongdoing.

- d. Company and Interconnection Service Customer shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of delivery. The Company does not assume any duty of inspecting the Interconnection Service Customer's lines, wires, switches, or other equipment and will not be responsible therefore. Interconnection Service Customer assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the point of delivery, the point of delivery being the point where the electric energy first leaves the wire or facilities provided and owned by Company and enters the wire or facilities provided by Interconnection Service Customer.
 - e. For the mutual protection of the Interconnection Service Customer and the Company, only with Company prior authorization are the connections between the Company's service wires and the Interconnection Service Customer's service entrance conductors to be energized.
 - f. Neither by inspection, if any, or non-rejection, nor in any other way, does the Company give any warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Customer or leased by the Customer from third parties, including without limitation the Unit and any structures, equipment, wires, appliances or devices appurtenant thereto.
5. **Right of Access, Equipment Installation, Removal & Inspection**— Upon reasonable notice, the Company may send a qualified person to the premises of the Interconnection Service Customer at or immediately before the time the Facility first produces energy to inspect the interconnection, and observe the Facility's commissioning (including any testing), startup, and operation for a period of up to no more than three days after initial startup of the unit.

Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Company shall have access to Interconnection Service Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

6. **Disconnection of Unit** – Interconnection Service Customer retains the option to disconnect from Company's utility system. Interconnection Service Customer will notify the Company of its intent to disconnect by giving the Company at least thirty days' prior written notice. Such disconnection shall not be a termination of the agreement unless Interconnection Service Customer exercises rights under Section 7.

Interconnection Service Customer shall disconnect Facility from Company's system upon the effective date of any termination under Section 7.

Subject to Commission Rule, for routine maintenance and repairs on Company's utility system, Company shall provide Interconnection Service Customer with seven business days' notice of service interruption.

Company shall have the right to suspend service in cases where continuance of service to Interconnection Service Customer will endanger persons or property. During the forced outage of the Company's utility system serving Interconnection Service Customer, Company shall have the right to suspend service to effect immediate repairs on Company's utility system, but the Company shall use its best efforts to provide the Interconnection Service Customer with reasonable prior notice.

7. **Effective Term and Termination Rights**-- This Agreement becomes effective when executed by both parties and shall continue in effect until terminated. The agreement may be terminated for the following reasons: (a) Interconnection Service Customer may terminate this Agreement at any time, by giving the Company sixty days' written notice; (b) Company may terminate upon failure by the Interconnection Service Customer to generate energy from the Facility in parallel with the Company's system within twelve months after completion of the interconnection; (c) either party may terminate by giving the other party at least sixty days prior written notice that the other Party is in default of any of the material terms and conditions of the Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity to cure the default; or (d) Company may terminate by giving Interconnection Service Customer at least sixty days notice in the event that there is a material change in an applicable rule or statute.
8. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Ohio and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to, and the parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.
9. **Amendment** --This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties.
10. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits and Facility Schedules, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the interconnection of the facilities of the Parties at the Points of Interconnection expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation _____ [specify any prior agreements being superseded], and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.
11. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

(a) If to Company:

f

(b) If to Interconnection Service Customer:

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other, notwithstanding Section 10.

12. **Invoicing and Payment** -- Invoicing and payment terms for services associated with this agreement shall be consistent with applicable rules of the Public Utilities Commission of Ohio. Fees shall be limited to the fees and deposits described in the Company's Interconnection Tariff and such fees

agreed to by the parties and attached to this Agreement as Appendix B.

13. **No Third-Party Beneficiaries** -- This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
14. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.
15. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.
16. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
17. **Dispute Resolution.**

This Agreement has no effect on the ability of either party to file a jurisdictional complaint with the Public Utilities Commission of Ohio. This Agreement is not a waiver by either party of any claim that would be jurisdictional for the Public Utilities Commission of Ohio. Both parties to this Agreement may file jurisdictional complaints or other actions before the Public Utilities Commission of Ohio. The parties to this Agreement shall resolve any dispute not jurisdictional to the Public Utilities Commission of Ohio pursuant to the terms and conditions of this Agreement.

- (a) If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:
 - (i) A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
 - (ii) If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "Neutral") to act as a mediator. If the parties are unable to agree on the Neutral within twenty (20) days, they shall seek assistance in such regard from the CPR Institute for Dispute Resolution, Inc. ("CPR"). The fees of the Neutral and all other common fees and expenses shall be shared equally by the parties.
 - (iii) The mediation may proceed in accordance with CPR's Model Procedure for Mediation of Business Disputes, or the parties may mutually establish their own procedure.
 - (iv) The parties shall pursue mediation in good faith and in a timely manner. In the event the mediation does not result in resolution of the dispute within sixty (60) days, then, upon seven (7) days' written notice to the other party either party may request that the matter be referred to binding arbitration before three arbitrators, one of whom shall be named by Seller, one by Buyer and a third of whom shall be named by the two arbitrators appointed by Seller and Buyer, respectively. If either Buyer or Seller fails to select an arbitrator within fifteen (15) days after receipt of written notice from the other of its election to submit a matter to arbitration and naming its arbitrator, the party giving such notice shall have the right to appoint an arbitrator for the party in default; and the two thus chosen shall then select the third arbitrator. The appointment of the third arbitrator, if not agreed upon within twenty (20) days, shall be made in accordance with CPR's Rules for Non-administered Arbitration then in effect. Said Rules shall govern any such proceedings. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall pay for the services and expenses of the arbitrator appointed by it and for its

costs, expenses, and attorneys' fees, and all common costs incurred in connection with the arbitration, including fees and expenses of the third arbitrator and court reporter, shall be paid in equal parts by the parties hereto.

- (b) All negotiation and mediation proceedings shall be strictly confidential and used solely for the purposes of settlement. Any materials prepared by one party for those proceedings shall not be used as evidence by the other party in any subsequent arbitration; provided, however, the underlying facts supporting such materials may be subject to discovery. All arbitration proceedings shall also be strictly confidential.
- (c) Each party fully understands its specific obligations under the provisions of this Agreement. Neither party considers such obligations to be vague or in any way unenforceable, and neither party will contend to the contrary at any future time or in any future proceeding.
18. **Severability.** The intention of the Parties is to comply fully with all laws and public policies, and this agreement shall be construed consistently with all such laws and public policies to the extent possible. If and to the extent that any court of competent jurisdiction is unable to so construe any provision of this agreement and holds that provision to be invalid, such invalidity shall not affect the remaining provisions of this agreement, which shall remain in full force and effect.
19. **Relationship of Parties.** The relationship of the Parties pursuant to this agreement is contractual. This agreement does not establish a partnership, joint venture, agency, or independent contractor or employer-employee relationship. Neither Party shall have any authority or power to bind the other Party, to create any liability against the other Party, or to incur any obligations on behalf of the other Party in any way or for any purpose, except as expressly authorized pursuant to this agreement, and neither Party shall hold itself out as having any such authority.
20. **Assignment; Successors in Interest.** Interconnection Service Customer may transfer or assign its rights and obligations under this Agreement, with prior consent of the Company, which consent shall not be unreasonably withheld, to any Interconnection Service Customer that meets the criteria established by the Public Utilities Commission of Ohio for Interconnection Service. The Company may transfer or assign its rights and obligations under this Agreement, with prior consent of Interconnection Service Customer, which consent shall not be unreasonably withheld, to another business, except that the Company may assign its rights and obligations under this agreement to a parent company, affiliate, or subsidiary without the consent of the Interconnection Service Customer. Any assignee shall assume in writing all of the assigning Party's obligations, covenants, and restrictions under this agreement. The assigning Party shall give the other party 45 days advance written notice of any requested assignment. In no event shall any assignment by either Party release the assigning Party of any of its obligations under this agreement incurred prior to the date of such assignment. Subject to the preceding sentences, this agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

[COMPANY NAME]

[INTERCONNECTION SERVICE CUSTOMER
NAME]

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

APPENDIX A

1. Name:
2. Facility location:
3. Delivery voltage:
4. Normal Operation of Interconnection:
5. One line diagram attached (check one): _____ Yes / _____ No
6. Facilities to be furnished by Company:
7. Facilities to be furnished by Interconnection Service Customer:
8. Cost Responsibility:
9. Supplemental terms and conditions attached (check one): _____ Yes / _____ No

EXHIBIT C
INTERCONNECTION AGREEMENT
FOR INTERCONNECTION AND PARALLEL OPERATION
OF PHOTOVOLTAIC EQUIPMENT 10 kW OR SMALLER

This Interconnection Agreement is made and entered into this _____ day of _____, 20____, by and between DUKE ENERGY OHIO ("Company"), and _____ ("Customer").

Customer is installing or has installed photovoltaic equipment including an inverter used to interconnect and operate in parallel with the Company's system, and described as follows:

Location: _____

Inverter Power Rating: _____

Inverter Manufacturer and Model Number: _____

Description of electrical installation of inverter and associated electrical equipment:

☐ As shown on a single line diagram attached as "Exhibit A"

Or

☐ Described as follows: _____

Requirement for Customer owned utility-interface disconnect switch:

☐ Not required

☐ Required. Must be in a location immediately accessible to Company at all times.

Customer agrees that the inverter has been designed and installed to meet the requirements of IEEE Standard P929-2000, "Recommended Practice for Utility Interface of Photovoltaic (PV) Systems" and all applicable requirements of the National Electrical Code and local building codes.

Customer agrees that the inverter has been certified by Underwriters Laboratories (UL) as having satisfied the testing requirements of UL Standard 1741, "Standard for Safety for Static Inverters and Charge Controllers for Use in Photovoltaic Power Systems."

Company agrees to allow Customer to interconnect the inverter and operate it in parallel with the Company's system.

Customer's use of the inverter and associated electrical equipment is subject to the Company's ELECTRIC SERVICE REGULATIONS and the Company's Interconnection Tariff.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date first above written.

DUKE ENERGY OHIO

Customer

By: _____

By: _____

Title: _____

Title: _____

RATE TS

SERVICE AT TRANSMISSION VOLTAGE

APPLICABILITY

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

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

TYPE OF SERVICE

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

NET MONTHLY BILL

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

1. Distribution Charges

- | | |
|-------------------------------|------------------|
| (a) Customer Charge per month | \$150.00 |
| (b) Demand Charge | |
| All kVA | \$ 0.196 per kVA |

2. Applicable Riders

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

Sheet No. 51, Rider PTC-AAC, Annually Adjusted Component Rider
Sheet No. 53, Rider PTC-FPP, Fuel and Economy Purchased Power Rider
Sheet No. 54, Rider SRA-CD, Capacity Dedication Rider
Sheet No. 56, Rider SRA-SRT, System Reliability Tracker
Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider
Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider
Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider
Sheet No. 81, Rider EER, Energy Efficiency Revolving Loan Program Rider
Sheet No. 83, Rider OET, Ohio Excise Tax Rider
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider
Sheet No. 85, Rider SC, Shopping Credit Rider
Sheet No. 86, Rider USR, Universal Service Fund Rider
Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric
Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider
Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public
Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 50.12
Cancels and Supersedes
Sheet No. 50.11
Page 2 of 4

NET MONTHLY BILL (Contd.)

3. Price to Compare – Base Generation Charges (PTC-BG)

JAN. 1, 2009 – DEC. 31, 2009

(a) Demand Charge		
First 50,000 kVA	\$8.7183	per kVA
Additional kVA	\$6.2847	per kVA
(b) Energy Charge		
Billing Demand times 300	\$0.002751	per kWh
Additional kWh	\$0.004587	per kWh

JAN. 1, 2010 – DEC. 31, 2010

(a) Demand Charge		
First 50,000 kVA	\$9.0671	per kVA
Additional kVA	\$ 6.5361	per kVA
(b) Energy Charge		
Billing Demand times 300	\$0.003583	per kWh
Additional kWh	\$0.005273	per kWh

JAN. 1, 2011 – DEC. 31, 2011

(a) Demand Charge		
First 50,000 kVA	\$9.4297	per kVA
Additional kVA	\$6.7976	per kVA
(b) Energy Charge		
Billing Demand times 300	\$0.010038	per kWh
Additional kWh	\$0.006086	per kWh

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

AVOIDANCE OF SYSTEM RELIABILITY TRACKER CHARGE AND RECEIPT OF SHOPPING CREDIT

Non-residential customers who have signed or will sign a contract with DE-Ohio, or provide a CRES contract to DE-Ohio, or provide a release in the form approved by the Commission in Case No. 03-93-EL-ATA indicating that the customer will remain off of ESP-SSO service through December 31, 2011, may avoid Rider SRA-SRT charges and receive a shopping credit. More specifically, to avoid Rider SRA-SRT charges and receive the shopping credit, the customer must be willing to return to DE-Ohio's ESP-SSO service at 115% of DE-Ohio's ESP-SSO price, including all riders except for distribution riders.

MINIMUM CHARGE

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

METERING

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

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

DEMAND

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

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

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

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

LATE PAYMENT CHARGE

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

TERMS AND CONDITIONS

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

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

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

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

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 50.12
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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 Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

RIDER PTC-AAC

ANNUALLY ADJUSTED COMPONENT RIDER

APPLICABILITY

Applicable to all jurisdictional retail customers in the Company's electric service area.

CHARGE

The Annually Adjusted Component Rider Charges detailed below apply to all customers , except they will not apply to those customers that are eligible to avoid the Annually Adjusted Component charge as described below in the AVOIDANCE OF CHARGE section. All applicable kWh are subject to the Annually Adjusted Component Rider Charge.

The following rates are effective April 1, 2008:

<u>Tariff Sheet</u>	<u>PTC-AAC Charge</u> (per kWh/kW)
Rate RS, Residential Service	
Summer, First 1000 kWh	\$0.007335
Summer, Additional kWh	\$0.009293
Winter, First 1000 kWh	\$0.007335
Winter, Additional kWh	\$0.002767
Rate ORH, Optional Residential Service With Electric Space Heating	
Summer, First 1000 kWh	\$0.006549
Summer, Additional kWh	\$0.007846
Winter, First 1000 kWh	\$0.006546
Winter, Additional kWh	\$0.003389
Winter, kWh greater than 150 times demand	\$0.002119
Rate TD, Optional Time-of-Day Rate	
Summer, On-Peak kWh	\$0.014954
Summer, Off-Peak kWh	\$0.002183
Winter, On-Peak kWh	\$0.011755
Winter, Off-Peak kWh	\$0.002185
Rate DS, Service at Secondary Distribution Voltage	
First 1000 kW	\$1.271200
Additional kW	\$1.005600
Billing Demand Times 300	\$0.003250
Additional kWh	\$0.002700

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSC before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

Tariff Sheet

PTC-AAC Charge
(per kWh/kW)

Rate GS-FL, Optional Unmetered For Small Fixed Loads	
kWh Greater Than or Equal to 540 Hours	\$0.010796
kWh Less Than 540 Hours	\$0.012410
Rate CUR, Common Use Residential Service	
Summer, First 1000 kWh	\$0.007333
Summer, Additional kWh	\$0.009293
Winter, First 1000 kWh	\$0.007333
Winter, Additional kWh	\$0.002768
Rate EH, Optional Rate For Electric Space Heating	
All kWh	\$0.004430
Rate DM, Secondary Distribution Service, Small	
Summer, First 2800 kWh	\$0.009721
Summer, Next 3200 kWh	\$0.002482
Summer, Additional kWh	\$0.001083
Winter, First 2800 kWh	\$0.007715
Winter, Next 3200 kWh	\$0.002486
Winter, Additional kWh	\$0.001028
Rate DP, Service at Primary Distribution Voltage	
First 1000 kW	\$1.148000
Additional kW	\$0.905500
Billing Demand Times 300	\$0.003661
Additional kWh	\$0.002936
Rate TS, Service at Transmission Voltage	
First 50,000 Kva	\$1.391500
Additional kVA	\$1.000300
Billing Demand Times 300	\$0.002391
Additional kWh	\$0.002718
Rate SL, Street Lighting Service	
All kWh	\$0.004781
Rate TL, Traffic Lighting Service	
All kWh	\$0.002799
Rate OL, Outdoor Lighting Service	
All kWh	\$0.004781
Rate NSU, Street Lighting Service for Non-Standard Units	
All kWh	\$0.004781
Rate NSP, Private Outdoor Lighting for Non-Standard Units	
All kWh	\$0.004781

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSC before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

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CHARGES (Contd.)

Tariff Sheet

PTC-AAC Charge
(per kWh/kW)

Rate SC, Street Lighting Service - Customer Owned

All kWh

\$0.004781

Energy only - all kWh

\$0.001902

Rate SE, Street Lighting Service - Overhead Equivalent

All kWh

\$0.004781

Rate UOLS, Unmetered Outdoor Lighting Electric Service

All kWh

\$0.001969

AVOIDANCE OF ANNUALLY ADJUSTED COMPONENT RIDER CHARGE

All customers that switch to a certified supplier shall not pay the AAC.

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSC before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

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Sheet No. 52.4
Cancels and Supersedes
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RIDER DSMR
DEMAND SIDE MANAGEMENT RATE

THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN

Filed Pursuant to an Order dated _____ in Case No. 08-920-EL-SSo et al., before the
Public Utilities Commission of Ohio.

Issued:

Issued by Julie Janson, President

Effective: January 2, 2009

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 53.16
Cancels and Supersedes
Sheet No. 53.15
Page 1 of 1

RIDER PTC-FPP

FUEL AND ECONOMY PURCHASED POWER RIDER

APPLICABILITY

Applicable to all jurisdictional retail customers in the Company's electric service area, except those customers receiving generation service from a Certified Supplier.

CHARGE

The Fuel and Economy Purchased Power rate (PTC-FPP) to be charged under this tariff will be updated every three months pending approval by the Public Utilities Commission of Ohio. The current rate is:

Residential	\$0.026680 per kilowatt-hour
Non-residential	\$0.026680 per kilowatt-hour
Voltage-reduction	\$0.026334 per kilowatt-hour

BASE FUEL RATE

Effective January 1, 2009, the PTC-FPP rate will include the Company's base fuel rate of \$0.012453 per kWh.

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Sandra P. Meyer, President

RIDER SRA-CD

CAPACITY DEDICATION RIDER

APPLICABILITY

Applicable to all jurisdictional retail customers in the Company's electric service area.

CHARGE

All applicable kWh are subject to the Capacity Dedication Rider Charge.

The following rates are effective January 1, 2009.

<u>Tariff Sheet</u>	<u>SRA-CD Charge</u> (per kWh/kW)
Rate RS, Residential Service	
Summer, First 1000 kWh	\$0.002651
Summer, Additional kWh	\$0.003359
Winter, First 1000 kWh	\$0.002651
Winter, Additional kWh	\$0.001000
Rate ORH, Optional Residential Service With Electric Space Heating	
Summer, First 1000 kWh	\$0.002367
Summer, Additional kWh	\$0.002836
Winter, First 1000 kWh	\$0.002366
Winter, Additional kWh	\$0.001225
Winter, kWh greater than 150 times demand	\$0.000766
Rate TD, Optional Time-of-Day Rate	
Summer, On-Peak kWh	\$0.005405
Summer, Off-Peak kWh	\$0.000789
Winter, On-Peak kWh	\$0.004249
Winter, Off-Peak kWh	\$0.000790
Rate CUR, Common Use Residential Service	
Summer, First 1000 kWh	\$0.002651
Summer, Additional kWh	\$0.003359
Winter, First 1000 kWh	\$0.002651
Winter, Additional kWh	\$0.001000
Rate DS, Service at Secondary Distribution Voltage	
First 1000 kW	\$0.459400
Additional kW	\$0.363400
Billing Demand Times 300	\$0.001175
Additional kWh	\$0.000976
Rate GS-FL, Optional Unmetered For Small Fixed Loads	
kWh Greater Than or Equal to 540 Hours	\$0.003902
kWh Less Than 540 Hours	\$0.004486
Rate EH, Optional Rate For Electric Space Heating	
All kWh	\$0.001601

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Issued by Julie Janson, President

Effective: January 2, 2009

CHARGES (Contd.)

Tariff Sheet

SRA-CD Charge
(per kWh/kW)

Rate DM, Secondary Distribution Service, Small	
Summer, First 2800 kWh	\$0.003514
Summer, Next 3200 kWh	\$0.000897
Summer, Additional kWh	\$0.000391
Winter, First 2800 kWh	\$0.002789
Winter, Next 3200 kWh	\$0.000898
Winter, Additional kWh	\$0.000371
Rate DP, Service at Primary Distribution Voltage	
First 1000 kW	\$0.414900
Additional kW	\$0.327300
Billing Demand Times 300	\$0.001323
Additional kWh	\$0.001061
Rate TS, Service at Transmission Voltage	
First 50,000 kVA	\$0.503000
Additional kVA	\$0.362600
Billing Demand Times 300	\$0.000864
Additional kWh	\$0.000983
Rate SL, Street Lighting Service	
All kWh	\$0.001728
Rate TL, Traffic Lighting Service	
All kWh	\$0.001011
Rate OL, Outdoor Lighting Service	
All kWh	\$0.001728
Rate NSU, Street Lighting Service for Non-Standard Units	
All kWh	\$0.001728
Rate NSP, Private Outdoor Lighting for Non-Standard Units	
All kWh	\$0.001728
Rate SC, Street Lighting Service - Customer Owned	
All kWh	\$0.001728
Energy Only - All kWh	\$0.000688
Rate SE, Street Lighting Service - Overhead Equivalent	
All kWh	\$0.001728
Rate UOLS, Unmetered Outdoor Lighting Electric Service	
All kWh	\$0.000711

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Issued by Julie Janson, President

Effective: January 2, 2009

RIDER SRA-SRT

SYSTEM RELIABILITY TRACKER

APPLICABILITY

Applicable to all jurisdictional retail customers in the Company's electric service area.

CHARGE

Rider SRA-SRT applies to all customers, except those customers that are eligible to avoid it as described below in the "Avoidance of System Reliability Tracker Charge" section.

For all customers, these rates are effective September 29, 2008.

<u>Tariff Sheet</u>	<u>SRA-SRT Charge</u> (\$/kWh;\$/kW)
Rate RS, Residential Service	
All kWh	\$0.001692
Rate ORH, Optional Residential Service With Electric Space Heating	
All kWh	\$0.001692
Rate TD, Optional Time-of-Day Rate	
All kWh	\$0.001692
Rate CUR, Common Use Residential Service	
All kWh	\$0.001692
Rate DS, Service at Secondary Distribution Voltage	
First 1,000 kW	\$0.254000
Additional kW	\$0.200900
Billing Demand Times 300	\$0.000649
Additional kWh	\$0.000539
Rate GS-FL, Optional Unmetered For Small Fixed Loads	
All kWh	\$0.001326
Rate EH, Optional Rate For Electric Space Heating	
All kWh	\$0.001465
Rate DM, Secondary Distribution Service, Small	
All kWh	\$0.001567
Rate DP, Service at Primary Distribution Voltage	
First 1000 kW	\$0.235100
Additional kW	\$0.185500
Billing Demand Times 300	\$0.000750
Additional kWh	\$0.000601
Rate TS, Service at Transmission Voltage	
First 50,000 kVA	\$0.310700
Additional kVA	\$0.224000
Billing Demand Times 300	\$0.000534
Additional kWh	\$0.000607

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Issued by Sandra P. Meyer, President

Effective: January 2, 2009

Duke Energy Ohio
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<u>Tariff Sheet</u>	<u>SRA-SRT Charge</u> (\$/kWh; \$/kW)
Rate SL, Street Lighting Service All kWh	\$0.000985
Rate TL, Traffic Lighting Service All kWh	\$0.000985
Rate OL, Outdoor Lighting Service All kWh	\$0.000985
Rate NSU, Street Lighting Service for Non-Standard Units All kWh	\$0.000985
Rate NSP, Private Outdoor Lighting for Non-Standard Units All kWh	\$0.000985
Rate SC, Street Lighting Service - Customer Owned All kWh	\$0.000985
Rate SE, Street Lighting Service - Overhead Equivalent All kWh	\$0.000985
Rate UOLS, Unmetered Outdoor Lighting Electric Service All kWh	\$0.000985

AVOIDANCE OF SYSTEM RELIABILITY TRACKER CHARGE AND RECEIPT OF SHOPPING CREDIT

Non-residential customers who have signed or will sign a contract with DE-Ohio, or provide a CRES contract to DE-Ohio, or provide a release in the form approved by the Commission in Case No. 03-93-EL-ATA indicating that the customer will remain off of ESP-SSO service through December 31, 2011, may avoid Rider SRA-SRT charges and receive a shopping credit. More specifically, to avoid Rider SRA-SRT charges, the customer must be willing to return to DE-Ohio's ESP-SSO service at 115% of DE-Ohio's ESP-SSO price, including all riders except for distribution riders.

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Issued by Sandra P. Meyer, President

Effective: January 2, 2009

RIDER TCR

TRANSMISSION COST RECOVERY TRACKER

APPLICABILITY

Applicable to all jurisdictional retail customers in the Company's electric service area, except those customers receiving generation service from a Certified Supplier.

CHARGE

The Transmission Cost Recovery Tracker Charges detailed below are to recover transmission costs approved by the Public Utilities Commission of Ohio and the Federal Energy Regulatory Commission including Ancillary Services and those costs assessed to the Company by the applicable regional transmission organization. All applicable kWh, kW, or kVA are subject to the Transmission Cost Recovery Charge.

The Transmission Charges listed below do not apply to customers who receive their energy from a Certified Supplier. For customers who receive their energy from a Certified Supplier, the specific rates, terms, and conditions of the Company's FERC Open Access Transmission Tariff apply as such tariff may be amended from time to time and as incorporated herein by reference.

The charges for the respective electric service schedules are effective beginning with first billing cycle of January 2009 and updated on an annual basis is as follows:

<u>Tariff Sheet</u>	<u>TCR Charge</u> (per kWh/kW)
Rate RS, Residential Service	
All kWh	\$0.006225
Rate ORH, Optional Residential Service With Electric Space Heating	
All kWh	\$0.006225
Rate TD, Optional Time-of-Day Rate	
All kWh	\$0.006225
Rate CUR, Common Use Residential Rate	
All kWh	\$0.006225
Rate DS, Service at Secondary Distribution Voltage	
All kW	\$2.001800
Rate GS-FL, Optional Unmetered For Small Fixed Loads	
All kWh	\$0.005122
Rate EH, Optional Rate For Electric Space Heating	
All kWh	\$0.005645
Rate DM, Secondary Distribution Service, Small	
All kWh	\$0.005363
Rate DP, Service at Primary Distribution Voltage	
All kW	\$2.317400
Rate SFL-ADPL, Optional Unmetered Rate For Small Fixed Loads Attached Directly to Company's Power Lines	
All kWh	\$0.005122
Rate TS, Service at Transmission Voltage	
All kVA	\$2.760400

Filed pursuant to an Order dated _____ in Case Nos. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Issued by Sandra P. Meyer, President

Effective: January 2, 2009

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
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Cancels and Supersedes
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CHARGE (Contd.)

Tariff Sheet

TCR Charge
(per kWh\ kW)

Rate SL, Street Lighting Service	
All kWh	\$0.002577
Rate TL, Traffic Lighting Service	
All kWh	\$0.002577
Rate OL, Outdoor Lighting Service	
All kWh	\$0.002577
Rate NSU, Street Lighting Service for Non-Standard Units	
All kWh	\$0.002577
Rate NSP, Private Outdoor Lighting for Non-Standard Units	
All kWh	\$0.002577
Rate SC, Street Lighting Service - Customer Owned	
All kWh	\$0.002577
Rate SE, Street Lighting Service - Overhead Equivalent	
All kWh	\$0.002577
Rate UOLS, Unmetered Outdoor Lighting Electric Service	
All kWh	\$0.002577

Filed pursuant to an Order dated _____ in Case Nos. 08-920-EL-SSO before the Public
Utilities Commission of Ohio.

Issued:

Issued by Sandra P. Meyer, President

Effective: January 2, 2009

RIDER DRI

DISTRIBUTION RELIABILITY INVESTMENT RIDER

APPLICABILITY

Applicable to all non-residential customers receiving service under the Company's retail rate groups beginning January 1, 2006 and ending December 31, 2010.

DISTRIBUTION RELIABILITY INVESTMENT FACTORS

All customers receiving electric service under Rate DS, Rate EH, Rate GS-FL, Rate SFL-ADPL, Rate DM, Rate DP, Rate TS, Rate TL, Rate NSU, Rate NSP, Rate SC, Rate SE, Rate UOLS, Rate OL, Rate SL and Rate RTP shall be assessed a monthly charge that will enable the Company to recover deferred amounts related the Company's investments in its distribution system to maintain and enhance system reliability.

The charges for the respective electric service schedules are:

<u>Tariff Sheet</u>	<u>DRI Charge</u> (Per kWh)
Rate CUR, Common Use Residential Service	\$0.001086
Rate DS, Service at Secondary Distribution Voltage	\$0.000654
Rate GS-FL, Optional Unmetered General Service Rate for Small Fixed Loads	\$0.000883
Rate EH, Optional Rate for Electric Space Heating	\$0.000725
Rate DM, Secondary Distribution Service – Small	\$0.001154
Rate DP, Service at Primary Distribution Voltage	\$0.000490
Rate SFL-ADPL, Optional Unmetered Rate for Small Fixed Loads Attached Directly to Company's Power Lines	\$0.000883
Rate TS, Service at Transmission Voltage	\$0.000000
Rate SL, Street Lighting Service	\$0.002549
Rate TL, Traffic Lighting Service	\$0.002549
Rate OL, Outdoor Lighting Service	\$0.002549
Rate NSU, Street Lighting Service for Non-Standard Units	\$0.002549
Rate NSP, Private Outdoor Lighting for Non-Standard Units	\$0.002549
Rate SC, Street Lighting Service – Customer Owned	\$0.002549
Rate SE, Street Lighting Service – Overhead Equivalent	\$0.002549
Rate UOLS, Unmetered Outdoor Lighting Electric Service	\$0.002549
Rate RTP, Real Time Pricing Program	
Rate DS	\$0.000654
Rate DP	\$0.000490
Rate TS	\$0.000000

These monthly charges shall remain in effect until changed by order of the Public Utilities Commission of Ohio.

Issued pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

RIDER RSS

RATE STABILIZATION SURCREDIT RIDER

APPLICABILITY

Applicable to all retail sales in the Company's electric service area, excluding Interdepartmental sales.

SURCREDIT RIDER FACTORS

This Rider shall remain in effect for the period March 1, 2007 through March 29, 2007.

<u>Rate Group</u>	<u>Rate</u> \$/kWh
Rate RS, Residential Service	0.000800
Rate CUR, Common Use Residential Service	0.000800
Rate ORH, Optional Residential Service with Electric Space Heating	0.000800
Rate TD, Optional Time-of-Day Rate	0.000800
Rate DS, Service at Secondary Distribution Voltage Service	0.000238
Rate EH, Optional Rate for Electric Space Heating	0.000238
Rate DM, Secondary Distribution Service – Small	0.000238
Rate GS-FL, Optional Unmetered for Small Fixed Loads	0.000238
Rate SFL-ADPL, Optional Unmetered Rate for Small Fixed Loads Attached Directly to Company's Power Lines	0.000238
Rate DP, Service at Primary Distribution Voltage	0.000238
Rate TS, Service at Transmission Voltage Primary Voltage	0.000238
Rate SL, Street Lighting Service	0.000238
Rate TL, Traffic Lighting Service	0.000238
Rate OL, Outdoor Lighting Service	0.000238
Rate NSU, Street Lighting Service for Non-Standard Units	0.000238
Rate NSP, Private Outdoor Lighting for Non-Standard Units	0.000238
Rate SC, Street Lighting Service – Customer Owned	0.000238
Rate SE, Street Lighting Service – Overhead Equivalent	0.000238
Rate UOL, Unmetered Outdoor Lighting Electric Service	0.000238

SERVICE REGULATIONS

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

Issued by authority of an Order of the Public Utilities Commission of Ohio dated December 21, 2005 in Case Nos. 05-0732-EL-MER, 05-0733-EL-AAM and 05-0974-GA-AAM.

Issued: February 28, 2007

Issued by Sandra P. Meyer, President

Effective: March 1, 2007

RATE SL

STREET LIGHTING SERVICE

APPLICABILITY

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

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

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

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

TYPE OF SERVICE

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

NET MONTHLY BILL

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

	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit	2009 PTC-BG Generation Charge \$/Unit	2010 PTC-BG Generation Charge \$/Unit	2011 PTC-BG Generation Charge \$/Unit
1. Base Rate							
OVERHEAD DISTRIBUTION AREA							
Fixture Description							
Standard Fixture (Cobra Head)							
Mercury Vapor							
7,000 lumen	175	0.193	803	3.002	1.177	1.264	1.507
7,000 lumen (Open							
Refractor)	175	0.205	853	2.944	1.251	1.343	1.601
10,000 lumen	250	0.275	1,144	3.052	1.677	1.801	2.147
21,000 lumen	400	0.430	1,789	3.089	2.623	2.816	3.358

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

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NET MONTHLY BILL (Contd.)

	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit	2009 PTC-BG Generation Charge \$/Unit	2010 PTC-BG Generation Charge \$/Unit	2011 PTC-BG Generation Charge \$/Unit
Metal Halide							
14,000 lumen	175	0.193	803	3.002	1.177	1.264	1.507
20,500 lumen	250	0.275	1,144	3.052	1.677	1.801	2.147
Sodium Vapor							
9,500 lumen	100	0.117	487	5.310	0.714	0.767	0.914
9,500 lumen (Open Refractor)	100	0.117	487	5.106	0.714	0.767	0.914
16,000 lumen	150	0.171	711	5.760	1.043	1.119	1.335
22,000 lumen	200	0.228	948	5.720	1.390	1.492	1.779
27,500 lumen	200	0.228	948	5.720	1.390	1.492	1.779
50,000 lumen	400	0.471	1,959	6.999	2.872	3.083	3.677
Decorative Fixtures							
Sodium Vapor							
9,500 lumen (Rectilinear)	100	0.117	487	9.215	0.714	0.767	0.914
22,000 lumen (Rectilinear)	200	0.246	1,023	9.318	1.500	1.610	1.920
50,000 lumen (Rectilinear)	400	0.471	1,959	9.320	2.872	3.083	3.677
50,000 lumen (Setback)	400	0.471	1,959	12.795	2.872	3.083	3.677

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

Spans of Secondary Wiring:

For each increment of 50 feet of secondary wiring beyond the first 150 feet from the pole, the following price per month shall be added to the price per month per street lighting unit: \$0.38.

	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit	2009 PTC-BG Generation Charge \$/Unit	2010 PTC-BG Generation Charge \$/Unit	2011 PTC-BG Generation Charge \$/Unit
UNDERGROUND DISTRIBUTION AREA							
Fixture Description							
Standard Fixture (Cobra Head)							
Mercury Vapor							
7,000 lumen	175	0.210	874	2.540	1.282	1.376	1.640
7,000 lumen (Open Refractor)	175	0.205	853	3.097	1.251	1.343	1.601
10,000 lumen	250	0.292	1,215	2.538	1.781	1.912	2.281
21,000 lumen	400	0.460	1,914	2.611	2.806	3.013	3.593

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

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	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit	2009 PTC-BG Generation Charge \$/Unit	2010 PTC-BG Generation Charge \$/Unit	2011 PTC-BG Generation Charge \$/Unit
Sodium Vapor							
9,500 lumen	100	0.117	487	5.310	0.714	0.767	0.914
22,000 lumen	200	0.228	948	5.720	1.390	1.492	1.779
27,500 lumen	200	0.228	948	5.720	1.390	1.492	1.779
50,000 lumen	400	0.471	1,959	6.999	2.872	3.083	3.677
Decorative Fixtures							
Mercury Vapor							
7,000 lumen (Town & Country)	175	0.205	853	5.428	1.251	1.343	1.601
7,000 lumen (Holophane)	175	0.210	874	5.791	1.282	1.376	1.640
7,000 lumen (Gas Replica)	175	0.210	874	14.449	1.282	1.376	1.640
7,000 lumen (Aspen)	175	0.210	874	7.907	1.282	1.376	1.640
Metal Halide							
14,000 lumen (Granville)	175	0.210	874	7.907	1.282	1.376	1.640
14,000 lumen (Town & Country)	175	0.205	853	5.428	1.251	1.343	1.601
14,500 lumen (Gas Replica)	175	0.210	874	14.449	1.282	1.376	1.640
Sodium Vapor							
9,500 lumen (Town & Country)	100	0.117	487	8.970	0.714	0.767	0.914
9,500 lumen (Holophane)	100	0.128	532	9.281	0.780	0.837	0.999
9,500 lumen (Rectilinear)	100	0.117	487	9.420	0.714	0.767	0.914
9,500 lumen (Gas Replica)	100	0.128	532	16.998	0.780	0.837	0.999
9,500 lumen (Aspen)	100	0.128	532	9.782	0.780	0.837	0.999
16,000 lumen (Aspen)	150	0.171	711	5.760	1.043	1.119	1.335
22,000 lumen (Rectilinear)	200	0.246	1,023	9.318	1.500	1.610	1.920
50,000 lumen (Rectilinear)	400	0.471	1,959	8.911	2.872	3.083	3.677
50,000 lumen (Setback)	400	0.471	1,959	12.795	2.872	3.083	3.677

POLE CHARGES

Pole Description	Pole Type	\$/Pole
Wood		
17 foot (Wood Laminated) (a)	W17	4.04
30 foot	W30	4.41
35 foot	W35	4.66
40 foot	W40	5.39
Aluminum		
12 foot	A12	11.82
28 foot	A28	6.56
28 foot (heavy duty)	A28H	6.66
30 foot (anchor base)	A30	19.72

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

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Issued by Julie Janson, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 60.12
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NET MONTHLY BILL (Contd.)

<u>Pole Description (Contd.)</u>	<u>Pole Type</u>	<u>\$/Pole</u>
Fiberglass		
17 foot	F17	4.05
30 foot (bronze)	F30	8.76
35 foot (bronze)	F35	8.86
40 foot	F40	5.38
Steel		
27 foot (11 gauge)	S27	16.17
27 foot (3 gauge)	S27H	21.90
Spans of Secondary Wiring:		
For each increment of 25 feet of secondary wiring beyond the first 25 feet from the pole, the following price per month shall be added to the price per month per street lighting unit: \$0.81.		

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

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

2. Applicable Riders

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

Sheet No. 51, Rider PTC-AAC, Annually Adjusted Component Rider
Sheet No. 53, Rider PTC-FPP, Fuel and Economy Purchased Power Rider
Sheet No. 54, Rider SRA-CD, Capacity Dedication Rider
Sheet No. 56, Rider SRA-SRT, System Reliability Tracker
Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider
Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider
Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider
Sheet No. 81, Rider EER, Energy-Efficiency Revolving Loan Program Rider
Sheet No. 83, Rider OET, Ohio Excise Tax Rider
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider
Sheet No. 85, Rider SC, Shopping Credit Rider
Sheet No. 86, Rider USR, Universal Service Fund Rider
Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric
Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund
Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate

PRICE TO COMPARE BASE GENERATION CHARGES (PTC-BG)

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

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AVOIDANCE OF SYSTEM RELIABILITY TRACKER CHARGE AND RECEIPT OF SHOPPING CREDIT

Non-residential customers who have signed or will sign a contract with DE-Ohio, or provide a CRES contract to DE-Ohio, or provide a release in the form approved by the Commission in Case No. 03-93-EL-ATA indicating that the customer will remain off of ESP-SSO service through December 31, 2011, may avoid Rider SRA-SRT charges and receive a shopping credit. More specifically, to avoid Rider SRA-SRT charges and receive a shopping credit, the customer must be willing to return to DE-Ohio's ESP-SSO service at 115% of DE-Ohio's ESP-SSO price, including all riders except for distribution riders.

LATE PAYMENT CHARGE

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

TERM OF SERVICE

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

GENERAL CONDITIONS

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

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

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

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Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 60.12
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Page 6 of 6

GENERAL CONDITIONS (Cont'd)

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

SERVICE REGULATIONS

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

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

RATE TL

TRAFFIC LIGHTING SERVICE

APPLICABILITY

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

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

TYPE OF SERVICE

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

NET MONTHLY BILL

Computed in accordance with the following charges:

1. Base Rate

- (a) Where the Company supplies energy only all kilowatt-hours shall be billed as follows:

Distribution Energy and Equipment Charge	\$0.003660 per kWh
Price to Compare Base Generation Charge	
2009	\$0.005171 per kWh
2010	\$0.005967 per kWh
2011	\$0.009086 per kWh

- (b) Where the Company supplies energy from a separately metered source and the Company has agreed to provide limited maintenance for traffic signal equipment all kilowatt-hours shall be billed at

\$0.024476 per kWh

- (c) Where the Company supplies energy and has agreed to provide limited maintenance for traffic signal equipment all kilowatt-hours shall be billed as follows:

Distribution Energy and Equipment Charge	\$0.025607 per kWh
Price to Compare Base Generation Charge	
2009	\$0.005171 per kWh
2010	\$0.005967 per kWh
2011	\$0.009086 per kWh

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NET MONTHLY BILL (Contd.)

2. Applicable Riders

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

Sheet No. 51, Rider PTC-AAC, Annually Adjusted Component Rider
Sheet No. 53, Rider PTC-FPP, Fuel and Economy Purchased Power Rider
Sheet No. 54, Rider SRA-CD, Capacity Dedication Rider
Sheet No. 56, Rider SRA-SRT, System Reliability Tracker
Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider
Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider
Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider
Sheet No. 81, Rider EER, Energy-Efficiency Revolving Loan Program Rider
Sheet No. 83, Rider OET, Ohio Excise Tax Rider
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider
Sheet No. 85, Rider SC, Shopping Credit Rider
Sheet No. 86, Rider USR, Universal Service Fund Rider
Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric
Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider
Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate

PRICE TO COMPARE GENERATION CHARGES

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

AVOIDANCE OF SYSTEM RELIABILITY TRACKER CHARGE AND RECEIPT OF SHOPPING CREDIT

Non-residential customers who have signed or will sign a contract with DE-Ohio, or provide a CRES contract to DE-Ohio, or provide a release in the form approved by the Commission in Case No. 03-93-EL-ATA indicating that the customer will remain off of ESP-SSO service through December 31, 2011, may avoid Rider SRA-SRT charges and receive a shopping credit. More specifically, to avoid Rider SRA-SRT charges and receive a shopping credit, the customer must be willing to return to DE-Ohio's ESP-SSO service at 115% of DE-Ohio's ESP-SSO price, including all riders except for distribution riders.

LATE PAYMENT CHARGE

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

TERM OF SERVICE

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

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

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Effective: January 2, 2009

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GENERAL CONDITIONS

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

LIMITED MAINTENANCE

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

SERVICE REGULATIONS

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

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RATE OL

OUTDOOR LIGHTING SERVICE

APPLICABILITY

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

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

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

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

TYPE OF SERVICE

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

NET MONTHLY BILL

1. Base Rate

A. Private outdoor lighting units:

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

	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit	2009 PTC-BG Generation Charge \$/Unit	2010 PTC-BG Generation Charge \$/Unit	2011 PTC-BG Generation Charge \$/Unit
<u>Standard Fixtures (Cobra Head)</u>							
<u>Mercury Vapor</u>							
7,000 lumen (Open Refractor)	175	0.205	853	5.479	1.251	1.343	1.601
7,000 lumen	175	0.210	874	9.307	1.282	1.376	1.640
10,000 lumen	250	0.292	1,215	9.499	1.781	1.912	2.281
21,000 lumen	400	0.460	1,914	10.461	2.806	3.013	3.593

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	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit	2009 PTC-BG Generation Charge \$/Unit	2010 PTC-BG Generation Charge \$/Unit	2011 PTC-BG Generation Charge \$/Unit
<u>Metal Halide</u>							
14,000 lumen	175	0.210	874	9.307	1.282	1.376	1.640
20,500 lumen	250	0.292	1,215	9.499	1.781	1.912	2.281
36,000 lumen	400	0.460	1,914	10.461	2.806	3.013	3.593
<u>Sodium Vapor</u>							
9,500 lumen (Open Refractor)	100	0.117	487	5.597	0.714	0.767	0.914
9,500 lumen	100	0.117	487	7.273	0.714	0.767	0.914
16,000 lumen	150	0.171	711	8.582	1.043	1.119	1.335
22,000 lumen	200	0.228	948	8.194	1.390	1.492	1.779
27,500 lumen	100	0.117	487	7.273	0.714	0.767	0.914
27,500 lumen	200	0.228	948	8.194	1.390	1.492	1.779
50,000 lumen	400	0.471	1,959	7.285	2.872	3.083	3.677
<u>Decorative Fixtures (a)</u>							
<u>Mercury Vapor</u>							
7,000 lumen (Town & Country)	175	0.205	853	12.461	1.251	1.343	1.601
7,000 lumen (Aspen)	175	0.210	874	17.730	1.282	1.376	1.640
<u>Sodium Vapor</u>							
9,500 lumen (Town & Country)	100	0.117	487	19.008	0.714	0.767	0.914
9,500 lumen (Holophane)	100	0.128	532	19.728	0.780	0.837	0.999
9,500 lumen (Gas Replica)	100	0.128	532	35.163	0.780	0.837	0.999
22,000 lumen (Rectilinear)	200	0.246	1,023	20.879	1.500	1.610	1.920

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

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

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

NET MONTHLY BILL (Contd.)

	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit	2009 PTC-BG Generation Charge \$/Unit	2010 PTC-BG Generation Charge \$/Unit	2011 PTC-BG Generation Charge \$/Unit
<u>Mercury Vapor</u>							
21,000 lumen	400	0.460	1,914	9.674	2.806	3.013	3.593
<u>Metal Halide</u>							
20,500 lumen	250	0.246	1,023	7.150	1.500	1.610	1.920
36,000 lumen	400	0.460	1,914	9.674	2.806	3.013	3.593
<u>Sodium Vapor</u>							
9,500 lumen	100	0.117	487	6.752	0.714	0.767	0.914
22,000 lumen	200	0.246	1,023	7.150	1.500	1.610	1.920
30,000 lumen	200	0.246	1,023	7.150	1.500	1.610	1.920
50,000 lumen	400	0.480	1,997	7.867	2.928	3.143	3.748

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

2. Applicable Riders

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

- Sheet No. 51, Rider PTC-AAC, Annually Adjusted Component Rider
- Sheet No. 53, Rider PTC-FPP, Fuel and Economy Purchased Power Rider
- Sheet No. 54, Rider SRA-CD, Capacity Dedication Rider
- Sheet No. 56, Rider SRA-SRT, System Reliability Tracker
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- Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric
- Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund
- Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate

PRICE TO COMPARE BASE GENERATION CHARGES

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

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Effective: January 2, 2009

AVOIDANCE OF SYSTEM RELIABILITY TRACKER CHARGE AND RECEIPT OF SHOPPING CREDIT

Non-residential customers who have signed or will sign a contract with DE-Ohio, or provide a CRES contract to DE-Ohio, or provide a release in the form approved by the Commission in Case No. 03-93-EL-ATA indicating that the customer will remain off of ESP-SSO service through December 31, 2011, may avoid Rider SRA-SRT charges and receive a shopping credit. More specifically, to avoid Rider SRA-SRT charges and receive the shopping credit, the customer must be willing to return to DE-Ohio's ESP-SSO service at 115% of DE-Ohio's ESP-SSO price, including all riders except for distribution riders.

LATE PAYMENT CHARGE

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

TERM OF SERVICE

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

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

GENERAL CONDITIONS

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

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Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
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SERVICE REGULATIONS

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

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Issued by Julie Janson, President

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RATE NSU

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

APPLICABILITY

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

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

TYPE OF SERVICE

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

NET MONTHLY BILL

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

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy & Equipment \$/Unit</u>	<u>2009 PTC-BG Generation Charge \$/Unit</u>	<u>2010 PTC-BG Generation Charge \$/Unit</u>	<u>2011 PTC-BG Generation Charge \$/Unit</u>
1. Base Rate							
A. Company owned							
1) Steel boulevard units and 15 and 30 ft. steel poles served underground							
a. 1,000 lumen incandescent	65	0.065	270	6.104	0.396	0.425	0.507
b. 4,000 lumen incandescent	295	0.295	1,227	12.795	1.799	1.931	2.303
c. 6,000 lumen incandescent	405	0.405	1,685	12.364	2.471	2.652	3.163
d. 50,000 lumen sodium vapor	400	0.471	1,959	11.436	2.872	3.083	3.677
2) Street light units served overhead on Company owned pole							
a. 2,500 lumen incandescent	148	0.148	616	3.780	0.903	0.970	1.156
b. 6,000 lumen incandescent	405	0.405	1,685	1.436	2.471	2.652	3.163
c. 2,500 lumen mercury vapor	100	0.115	478	4.083	0.701	0.752	0.897

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Issued by Julie Janson, President

Effective: January 2, 2009

NET MONTHLY BILL (Contd.)

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy & Equipment \$/Unit</u>	<u>2009 PTC-BG Generation Charge \$/Unit</u>	<u>2010 PTC-BG Generation Charge \$/Unit</u>	<u>2011 PTC-BG Generation Charge \$/Unit</u>
B. Customer owned							
1) Lighting system on steel poles served either overhead or under- ground with limited maintenance by Company							
a. 21,000 lumen mercury vapor	400	0.460	1,914	0.127	2.806	3.013	3.593
2) Fixtures mounted on Company owned pole served underground in conduit with limited maintenance by Company							
a. 21,000 lumen mercury vapor (Two fixtures per pole)	400	0.460	1,914	9.940	2.806	3.013	3.593

2. Applicable Riders

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

Sheet No. 51, Rider PTC-AAC, Annually Adjusted Component Rider
Sheet No. 53, Rider PTC-FPP, Fuel and Economy Purchased Power Rider
Sheet No. 54, Rider SRA-CD, Capacity Dedication Rider
Sheet No. 56, Rider SRA-SRT, System Reliability Tracker
Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider
Sheet No. 58, Rider DRI, Distribution Reliability Investment Tracker
Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider
Sheet No. 81, Rider EER, Energy-Efficiency Revolving Loan Program Rider
Sheet No. 83, Rider OET, Ohio Excise Tax Rider
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider
Sheet No. 85, Rider SC, Shopping Credit Rider
Sheet No. 86, Rider USR, Universal Service Fund Rider
Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric
Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider
Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate

PRICE TO COMPARE BASE GENERATION CHARGE

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

AVOIDANCE OF SYSTEM RELIABILITY TRACKER CHARGE AND RECEIPT OF SHOPPING CREDIT

Non-residential customers who have signed or will sign a contract with DE-Ohio, or provide a CRES contract to DE-Ohio, or provide a release in the form approved by the Commission in Case No. 03-93-EL-ATA indicating that the customer will remain off of ESP-SSO service through December 31, 2011, may avoid Rider SRA-SRT charges and receive a shopping credit. More specifically, to avoid Rider SRA-SRT charges and receive a shopping credit, the customer must be willing to return to DE-Ohio's ESP-SSO service at 115% of DE-Ohio's ESP-SSO price, including all riders except for distribution riders.

LATE PAYMENT CHARGE

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

TERM OF SERVICE

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

GENERAL CONDITIONS

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

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

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

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

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

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

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 63.12
Cancels and Supersedes
Sheet No. 63.11
Page 4 of 4

SERVICE REGULATIONS

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

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Issued by Julie Janson, President

Effective: January 2, 2009

RATE NSP

PRIVATE OUTDOOR LIGHTING FOR NON-STANDARD UNITS

APPLICABILITY

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

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

TYPE OF SERVICE

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

NET MONTHLY BILL

1. Private outdoor lighting units:

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

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy & Equipment \$/Unit</u>	<u>2009 PTC-BG Generation Charge \$/Unit</u>	<u>2010 PTC-BG Generation Charge \$/Unit</u>	<u>2011 PTC-BG Generation Charge \$/Unit</u>
9,500 lumen Sodium Vapor	100	0.117	487	8.602	0.714	0.767	0.814

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

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy & Equipment \$/Unit</u>	<u>2009 PTC-BG Generation Charge \$/Unit</u>	<u>2010 PTC-BG Generation Charge \$/Unit</u>	<u>2011 PTC-BG Generation Charge \$/Unit</u>
2,500 lumen Mercury, Open Refractor	100	0.115	478	6.771	0.701	0.752	0.897
2,500 lumen Mercury, Encl. Refractor	100	0.115	478	9.572	0.701	0.752	0.897

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the
Public Utilities Commission of Ohio.

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Effective: January 2, 2009

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NET MONTHLY BILL (Contd.)

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

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

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy & Equipment \$/Unit</u>	<u>2009 PTC-BG Generation Charge \$/Unit</u>	<u>2010 PTC-BG Generation Charge \$/Unit</u>	<u>2011 PTC-BG Generation Charge \$/Unit</u>
7,000 lumen Mercury, Mounted on a 17-foot Fiberglass Pole	175	0.205	853	12.216	1.251	1.343	1.601
7,000 lumen Mercury, Mounted on a 30-foot Wood Pole	175	0.205	853	10.999	1.251	1.343	1.601

3. Flood lighting units served in overhead distribution areas:

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

	<u>Lamp Watts</u>	<u>KW/Unit</u>	<u>Annual kWh</u>	<u>Distribution Energy & Equipment \$/Unit</u>	<u>2009 PTC-BG Generation Charge \$/Unit</u>	<u>2010 PTC-BG Generation Charge \$/Unit</u>	<u>2011 PTC-BG Generation Charge \$/Unit</u>
52,000 lumen Mercury (35-foot Wood Pole)	1,000	1.102	4,584	9.389	6.721	7.215	8.604

4. Applicable Riders

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

Sheet No. 51, Rider PTC-AAC, Annually Adjusted Component Rider
Sheet No. 53, Rider PTC-FPP, Fuel and Economy Purchased Power Rider
Sheet No. 54, Rider SRA-CD, Capacity Dedication Rider
Sheet No. 56, Rider SRA-SRT, System Reliability Tracker
Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider
Sheet No. 58, Rider DRI, Distribution Reliability Investment Tracker
Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider
Sheet No. 81, Rider EER, Energy-Efficiency Revolving Loan Program Rider
Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the
Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

NET MONTHLY BILL (Contd.)

Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider
Sheet No. 85, Rider SC, Shopping Credit Rider
Sheet No. 86, Rider USR, Universal Service Fund Rider
Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric
Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider
Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate

PRICE TO COMPARE BASE GENERATION CHARGES

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

AVOIDANCE OF SYSTEM RELIABILITY TRACKER CHARGE AND RECEIPT OF SHOPPING CREDIT

Non-residential customers who have signed or will sign a contract with DE-Ohio, or provide a CRES contract to DE-Ohio, or provide a release in the form approved by the Commission in Case No. 03-93-EL-ATA indicating that the customer will remain off of ESP-SSO service through December 31, 2011, may avoid Rider SRA-SRT charges and receive a shopping credit. More specifically, to avoid Rider SRA-SRT charges and receive a shopping credit, the customer must be willing to return to DE-Ohio's ESP-SSO service at 115% of DE-Ohio's ESP-SSO price, including all riders except for distribution riders.

LATE PAYMENT CHARGE

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

TERM OF SERVICE

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

GENERAL CONDITIONS

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

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the
Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
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SERVICE REGULATIONS

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

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the
Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

RATE SC

STREET LIGHTING SERVICE - CUSTOMER OWNED

APPLICABILITY

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

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

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

TYPE OF SERVICE

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

NET MONTHLY BILL

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

	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit	2009 PTC-BG Generation Charge \$/Unit	2010 PTC-BG Generation Charge \$/Unit	2011 PTC-BG Generation Charge \$/Unit
1. Base Rate							
Fixture Description							
Standard Fixture (Cobra Head)							
Mercury Vapor							
21,000 lumen	400	0.430	1,788	0.280	2.622	2.814	3.356
Sodium Vapor							
9,500 lumen	100	0.117	487	1.099	0.714	0.767	0.914
16,000 lumen	150	0.171	711	1.099	1.043	1.119	1.335
22,000 lumen	200	0.228	948	1.100	1.390	1.492	1.779
27,500 lumen	250	0.318	1,323	0.421	1.940	2.082	2.483
50,000 lumen	400	0.471	1,959	0.641	2.872	3.083	3.677

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009
Issued by Julie Janson, President

NET MONTHLY BILL (Contd.)

	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit	2009 PTC-BG Generation Charge \$/Unit	2010 PTC-BG Generation Charge \$/Unit	2011 PTC-BG Generation Charge \$/Unit
Decorative Fixtures							
Sodium Vapor							
16,000 lumen (Hadco)	150	0.171	711	1.406	1.043	1.119	1.335
22,000 lumen (Rectilinear)	200	0.246	1,023	0.925	1.500	1.610	1.920
50,000 lumen (Rectilinear)	400	0.471	1,959	0.948	2.872	3.083	3.677

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

<u>Pole Description</u>	<u>Pole Type</u>	<u>\$/ Pole</u>
Wood		
30 foot	W30	4.41
35 foot	W35	4.66
40 foot	W40	5.39

Customer Owned and Maintained Units

The rate for energy used for this type street lighting will be \$0.014030 per kilowatt-hour as shown below. The monthly kilowatt-hour usage will be mutually agreed upon between the Company and the customer. Where the average monthly usage is less than 150 kWh per point of delivery, the customer shall pay the Company, in addition to the monthly charge, the cost of providing electric service on the basis of time and material plus overhead charges. An estimate of the cost will be submitted for approval before work is carried out.

Distribution	\$0.004290 per kWh
PTC-Base Generation	
2009	(\$0.000444) per kWh
2010	\$0.000128 per kWh
2011	\$0.003013 per kWh

2. Applicable Riders

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

- Sheet No. 51, Rider PTC-AAC, Annually Adjusted Component Rider
- Sheet No. 53, Rider PTC-FPP, Fuel and Economy Purchased Power Rider
- Sheet No. 54, Rider SRA-CD, Capacity Dedication Rider
- Sheet No. 56, Rider SRA-SRT, System Reliability Tracker
- Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider
- Sheet No. 58, Rider DRI, Distribution Reliability Investment Tracker
- Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider
- Sheet No. 81, Rider EER, Energy-Efficiency Revolving Loan Program Rider
- Sheet No. 83, Rider OET, Ohio Excise Tax Rider

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

NET MONTHLY BILL (Contd.)

Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider
Sheet No. 85, Rider SC, Shopping Credit Rider
Sheet No. 86, Rider USR, Universal Service Fund Rider
Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric
Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider
Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

AVOIDANCE OF SYSTEM RELIABILITY TRACKER CHARGE AND RECEIPT OF SHOPPING CREDIT

Non-residential customers who have signed or will sign a contract with DE-Ohio, or provide a CRES contract to DE-Ohio, or provide a release in the form approved by the Commission in Case No. 03-93-EL-ATA indicating that the customer will remain off of ESP-SSO service through December 31, 2011, may avoid Rider SRA-SRT charges and receive a shopping credit. More specifically, to avoid Rider SRA-SRT charges and receive a shopping credit, the customer must be willing to return to DE-Ohio's ESP-SSO service at 115% of DE-Ohio's ESP-SSO price, including all riders except for distribution riders.

LATE PAYMENT CHARGE

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

TERM OF SERVICE

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

GENERAL CONDITIONS

- (1) If the customer requires the installation of a unit at a location which requires the extension, relocation, or rearrangement of the Company's distribution system, the customer shall, in addition to the monthly charge, pay the Company on a time and material basis, plus overhead charges, the cost of such extension, relocation, or rearrangement, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (2) Installation of street lighting units will be predicated on the ability of the Company to obtain, without cost to itself or the payment or other consideration, all easements and rights-of-way which, in the opinion of the Company, are necessary for the construction, maintenance and operation of the street lights, standards, anchors and/or service wires. If such easements and rights-of-way cannot be so obtained, the Company shall have no obligation hereunder to install such units.

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009
Issued by Julie Janson, President

GENERAL TERMS (Contd.)

- (3) The time within which the Company will be able to commence or to complete the services to be performed is dependent on the Company's ability to secure the materials required, and the Company shall not be responsible for failure to install these street light units for such reason.
- (4) If an installed street lighting unit is required to be relocated, removed, or replaced by the Company, the ordering Authority shall pay the Company the cost agreed upon under a separate contract.
- (5) Lamps and refractors which are maintained by the Company shall be kept in good operating condition by and at the expense of the Company.
In cases of vandalism, the Company will repair the damaged property and the customer shall pay for such repair on a time and material basis, plus overhead charges, unless in the judgment of the Company no charge should be made. An estimate of the cost will be submitted for approval before work is carried out.
- (6) When a customer owned lighting unit becomes inoperative the cost or repair, replacement or removal of the unit will be at the customer's expense.
- (7) All lights installed on an overhead distribution system will be installed by Company under a separate contract with customer.

SERVICE REGULATIONS

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

RATE SE

STREET LIGHTING SERVICE - OVERHEAD EQUIVALENT

APPLICABILITY

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

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

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

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

TYPE OF SERVICE

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

NET MONTHLY BILL

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

	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit	2009 PTC-BG Generation Charge \$/Unit	2010 PTC-BG Generation Charge \$/Unit	2011 PTC-BG Generation Charge \$/Unit
1. Base Rate							
Fixture Description							
Decorative Fixtures							
Mercury Vapor							
7,000 lumen (Town & Country)	175	0.205	853	3.302	1.251	1.343	1.601
7,000 lumen (Holophane)	175	0.210	874	3.256	1.282	1.376	1.640
7,000 lumen (Gas Replica)	175	0.210	874	3.256	1.282	1.376	1.640
7,000 lumen (Aspen)	175	0.210	874	3.256	1.282	1.376	1.640

Issued pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

NET MONTHLY BILL (Contd.)

	Lamp Watts	KW/Unit	Annual kWh	Distribution Energy & Equipment \$/Unit	2009 PTC-BG Generation Charge \$/Unit	2010 PTC-BG Generation Charge \$/Unit	2011 PTC-BG Generation Charge \$/Unit
<u>Sodium Vapor</u>							
9,500 lumen (Town & Country)	100	0.117	487	5.310	0.714	0.767	0.914
9,500 lumen (Hologhane)	100	0.128	532	5.212	0.780	0.837	0.999
9,500 lumen (Rectilinear)	100	0.117	487	5.310	0.714	0.767	0.914
9,500 lumen (Gas Replica)	100	0.128	532	5.212	0.780	0.837	0.999
9,500 lumen (Aspen)	100	0.128	532	5.212	0.780	0.837	0.999
22,000 lumen (Rectilinear)	200	0.246	1,023	5.556	1.500	1.610	1.920
50,000 lumen (Rectilinear)	400	0.471	1,959	6.999	2.872	3.083	3.677
<u>Metal Halide</u>							
14,000 lumen (Town & Country)	175	0.205	853	3.302	1.251	1.343	1.601
14,000 lumen (Granville)	175	0.210	874	3.256	1.282	1.376	1.640
14,400 lumen (Rectangular Cutoff)	175	0.210	874	9.236	1.282	1.376	1.640
14,500 lumen (Gas Replica)	175	0.210	874	3.256	1.282	1.376	1.640
36,000 lumen (Low Profile)	400	0.455	1,893	7.962	2.776	2.980	3.553

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

2. Applicable Riders

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

- Sheet No. 51, Rider PTC-AAC, Annually Adjusted Component Rider
- Sheet No. 53, Rider PTC-FPP, Fuel and Economy Purchased Power Rider
- Sheet No. 54, Rider SRA-CD, Capacity Dedication Rider
- Sheet No. 56, Rider SRA-SRT, System Reliability Tracker
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- Sheet No. 81, Rider EER, Energy-Efficiency Revolving Loan Program Rider
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- Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider
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- Sheet No. 86, Rider USR, Universal Service Fund Rider
- Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric
- Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider
- Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate

PRICE TO COMPARE BASE GENERATION CHARGES

Issued pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

AVOIDANCE OF SYSTEM RELIABILITY TRACKER CHARGE AND RECEIPT OF SHOPPING CREDIT

Non-residential customers who have signed or will sign a contract with DE-Ohio, or provide a CRES contract to DE-Ohio, or provide a release in the form approved by the Commission in Case No. 03-93-EL-ATA indicating that the customer will remain off of ESP-SSO service through December 31, 2011, may avoid Rider SRA-SRT charges and receive a shopping credit. More specifically, to avoid Rider SRA-SRT charges and receive a shopping credit, the customer must be willing to return to DE-Ohio's ESP-SSO service at 115% of DE-Ohio's ESP-SSO price, including all riders except for distribution rider.

LATE PAYMENT CHARGE

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

TERM OF SERVICE

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

GENERAL CONDITIONS

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

Issued pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

GENERAL CONDITIONS (Contd.)

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

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

- (6) When a street lighting unit reaches end of life or becomes obsolete and parts cannot be reasonably obtained, the Company can remove the unit at no expense to the customer after notifying the customer. The customer shall be given the opportunity to arrange for another type lighting unit provided by the Company.
- (7) The contribution only provides for replacement of these facilities due to occasional damage or premature malfunction. It does not cover replacement at end of life.

SERVICE REGULATIONS

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

Issued pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

RATE UOLS

UNMETERED OUTDOOR LIGHTING ELECTRIC SERVICE

APPLICABILITY

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

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

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

CONTRACT FOR SERVICE

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

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

LIGHTING HOURS

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

NET MONTHLY BILL

Computed in accordance with the following charge:

1. Base Rate Distribution		\$0.004293 per kWh
PTC-BG:	2009	(\$0.000029) per kWh
	2010	\$0.000559 per kWh
	2011	\$0.003462 per kWh

NET MONTHLY BILL (Contd.)

2. Applicable Riders

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

Sheet No. 51, Rider PTC-AAC, Annually Adjusted Component Rider
Sheet No. 53, Rider PTC-FPP, Fuel and Economy Purchased Power Rider
Sheet No. 54, Rider SRA-CD, Capacity Dedication Rider
Sheet No. 56, Rider SRA-SRT, System Reliability Tracker
Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider
Sheet No. 58, Rider DRI, Distribution Reliability Investment Tracker
Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider
Sheet No. 81, Rider EER, Energy-Efficiency Revolving Loan Program Rider
Sheet No. 83, Rider OET, Ohio Excise Tax Rider
Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider
Sheet No. 85, Rider SC, Shopping Credit Rider
Sheet No. 86, Rider USR, Universal Service Fund Rider
Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric
Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider
Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate

PRICE TO COMPARE BASE CHARGES

The Generation Charges listed above are applicable to all customers except those customers that switch to a Certified Supplier for their generation service.

AVOIDANCE OF SYSTEM RELIABILITY TRACKER CHARGE AND RECEIPT OF SHOPPING CREDIT

Non-residential customers who have signed or will sign a contract with DE-Ohio, or provide a CRES contract to DE-Ohio, or provide a release in the form approved by the Commission in Case No. 03-93-EL-ATA indicating that the customer will remain off of ESP-SSO service through December 31, 2011, may avoid Rider SRA-SRT charges and receive a shopping credit. More specifically, to avoid Rider SRA-SRT charges and receive a shopping credit, the customer must be willing to return to DE-Ohio's ESP-SSO service at 115% of DE-Ohio's ESP-SSO price, including all riders except for distribution riders.

LATE PAYMENT CHARGE

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

OWNERSHIP OF SERVICE LINES

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

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
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OWNERSHIP OF SERVICE LINES (CONTD.)

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

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

SERVICE REGULATIONS

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

**RATE OL-E
OUTDOOR LIGHTING EQUIPMENT INSTALLATION**

APPLICABILITY

Applicable for the installation of any street or outdoor area lighting system (System) on private or public property and owned by the Company. The customer must be adjacent to an electric power line of the Company that is adequate and suitable for supplying the necessary electric service.

Service for the System under this tariff shall require a written agreement between the Customer and the Company. The System shall comply with the connection requirements in the Company's Electric Service Regulations, Section III, Customer's and Company's Installations.

A separate written agreement is required for the electrical energy consumed by this lighting system.

CONTRACT FOR SERVICE

The Customer will enter into an Outdoor Lighting Equipment Agreement, herein 'Agreement', with the Company for an initial term not to exceed ten years and automatically renewable annually thereafter. Termination by either party shall require 120 days advance written notice. The Agreement shall specify the lighting equipment to be installed and owned by the Company, the term of the agreement, itemized monthly charges for the equipment, maintenance terms, and any other necessary information.

The initial Agreement will include two specific monthly charges: a monthly System Charge based on the Company's cost of purchasing and installing the System (Installed Cost), and a monthly Maintenance Charge. The monthly System Charge will end with the expiration of the initial Agreement term while the monthly Maintenance Charge will continue for the life of the System. When the Agreement is terminated by Customer request before initial term expiration, the Customer must reimburse the Company the sum of all remaining monthly System Charges for the initial term of the Agreement, minus salvage value as determined by the Company.

The System Charge is determined by applying the current Levelized Fixed Charge Rate (LFCR), to the Company's cost of purchasing and installing the System. The Customer agrees to the resulting monthly charge that is dependent on the initial term length of the Agreement. The initial term length is the Customer's choice up to and including ten years. The Customer may make an up-front payment that will be applied against the Installed Cost and will thereby reduce the monthly System Charge.

The monthly Maintenance Charge covers estimated equipment maintenance costs as specified in the Agreement, including the ongoing costs of ownership such as administration, taxes and insurance. The Agreement allows for re-evaluation and possible adjustment to the monthly Maintenance Charges every three years.

LEVELIZED FIXED CHARGE CALCULATION

The annual Levelized Fixed Charge Rate percentage is calculated as follows:

$$\text{LFCR} = r + d + \left(\frac{T}{1-T} \right) \times (r + d - D) \times \left(\frac{r \cdot i}{r} \right)$$

Where r = Rate of Return (Cost of Capital)
 D = Depreciation Rate (straight line)
 T = Federal and State Composite Income Tax Rate
 i = Synchronized Interest Deduction
 d = Sinking Fund Factor

LATE PAYMENT CHARGE

Payment of the total monthly amount due must be received in the Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance is due and payable.

OWNERSHIP OF SERVICE LINES

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

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

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

SERVICE REGULATIONS

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

RIDER TS

TEMPORARY SERVICE

APPLICABILITY

Applicable to electric service in the entire service area of a temporary nature, for a period of less than one year and non-recurring, supplied in accordance with provisions of the appropriate rate currently in effect.

TYPE OF SERVICE

Service will be in accordance with the specifications of the standard applicable rate.

CHARGES

In addition to charges for service furnished under the applicable rate the customer will pay in advance the entire estimated cost of installing and removing facilities.

TERM OF SERVICE

Temporary service hereunder will be rendered for a period not longer than six calendar months from the date of installation, provided however, the Company may, at its option, renew said temporary connection for an additional period of three months if required by the temporary need. At the expiration of said initial period or any renewal thereof, the Company may discontinue the service from the premises.

SERVICE REGULATIONS

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

Filed pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

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Issued by Sandra P. Meyer, President

RIDER X

LINE EXTENSION POLICY

APPLICABILITY

Available in entire service area and applicable to electric service supplied in accordance with provisions of the appropriate rate currently in effect, from the nearest available overhead distribution lines of required type of service, when it is necessary to extend such lines from existing distribution system to provide for new electric service or to provide for a material increase in the customer's load. In the case of line extensions requested by residential customers, the first 100 feet of such extension shall be provided at no additional cost to the customer. Any additional extension footage shall be subject to the terms of the Extension Plan detailed below.

EXTENSION PLAN

When it is necessary to extend the distribution system under this extension policy, Company will:

- 1) determine the modifications required to the Company's distribution and/or transmission facilities to provide Standard Service to the customer's load;
- 2) design, construct, operate and maintain all facilities necessary for such Standard Service;
- 3) keep an accurate record of the costs of construction and credit such costs with all money, labor, material, or other items of cost contributed by customers and meeting Company standards;
- 4) retain ownership of the line extension and all other facilities installed to serve the customer's load;
- 5) make appropriate adjustments annually as of June 1 in customer's guarantee on account of change in number or classification of customers supplied from the line extension.

Customer will:

- 1) provide an estimate of the customer's expected maximum load i.e. demand;
- 2) establish credit in a manner satisfactory to the Company;
- 3) contract for electric distribution service for an initial period of not less than 4 years at the appropriate rates applicable in the area and currently in effect from time to time;
- 4) guarantee a proportionate part of a Minimum Monthly Payment to the Company equal to 1% of the line extension cost for residential service and 2% for non-residential service, where such Minimum Monthly Payment is based only on the Company's unbundled distribution charges. In no case, however, should the Minimum Monthly Payment be less than the minimum called for by the rate applicable to the customer's service;

When term of service or credit have not been established in a manner satisfactory to the Company, the customer may be required to advance a proportionate part of the estimated cost of the line extension. When such advance is made Company will refund at the end of each year for four years 25% of the revenues received in any one year, up to 25% of the advance.

All costs expended by the Company to provide service to the customer where such costs are over and above the costs to provide Standard Service are to be treated as Excess Facilities.

Filed pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

APPORTIONMENT AND ADJUSTMENT OF GUARANTEES

Monthly guarantees will be apportioned among those to be served from the extension in the ratio which the minimum monthly payment specified in the applicable tariff bears to the total of all such minimum in the contract for service from the given line extension. Nothing herein contained shall, however, preclude any customer from assuming more than his pro-rata share of such guarantee subject to acceptance thereof by the Company.

A customer added to an extension already established shall guarantee revenue to the Company to the same extent and in the same manner as is then currently guaranteed by other customers of the same class served from the line extension. The Minimum Monthly guarantee shall be reapportioned annually among all customers supplied from the line extension on the basis of their original guarantees, and customers who increase their requirements from time to time will have their minimum monthly guarantees increased only when additional facilities are necessary and then such increase shall be an amount equal to 1% of the cost of the additional facilities for residential service and 2% for non-residential service, but in no case shall the Minimum Monthly Payment guaranteed to the Company be less than the minimum called for by the tariff applicable to the customer's service.

TERM OF CONTRACT

The initial contract shall be for a period of four (4) years.

SERVICE REGULATIONS

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

Filed pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

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Issued by Sandra P. Meyer, President

**RIDER EEPF
ELECTRICITY EMERGENCY PROCEDURES
FOR
LONG-TERM FUEL SHORTAGES**

APPLICABILITY

Applicable in the entire territory where tariff P.U.C.O. Electric No. 19 applies in the event of a long-term fuel shortage for electric generation, whereby Duke Energy Ohio and consumers of electric energy supplied by Duke Energy Ohio shall take actions set forth herein, except where the Public Utilities Commission of Ohio (PUCO) or other authority having jurisdiction in the matter orders otherwise.

PROCEDURES

Electricity emergency procedures may be necessary if there is a shortage in the electric energy supply to meet the requirements of consumers of electric energy in the service area of Duke Energy Ohio. The procedures set forth the actions to be taken by Duke Energy Ohio and consumers of electric energy in the event of a long-term fuel shortage for electric generation jeopardizing electric service to Duke Energy Ohio's customers. These procedures may be superseded by the Rules of the Public Utilities Commission of Ohio (PUCO) if the Governor of the State of Ohio declares an energy emergency and, by executive order, designates which rule or rules of Chapter 4901:5-19 of the Ohio Administrative Code are to be implemented and enforced. In such event, Duke Energy Ohio and its customers must comply with the PUCO rules (included as the Supplement), except where the provisions herein are more restrictive.

I. DEFINITIONS

For purposes of this procedure, Duke Energy Ohio has adopted the following definitions:

- A. "electricity priority uses" shall mean the amount of electrical energy necessary for protection of the public's health and safety, and for the prevention of unnecessary or avoidable damage to property, at:
1. Residences (homes, apartments, nursing homes, institutions, and facilities for permanent residents or transients);
 2. Hospitals;
 3. Medical and human life support systems and facilities;
 4. Electric power generating facilities and central heating plants serving the public;
 5. Telephone, radio, television, and newspaper facilities;
 6. Local and suburban transit systems and air terminal facilities;
 7. Police and fire fighting facilities;
 8. Water supply and pumping facilities;

Issued pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

DEFINITIONS (Contd.)

9. Sanitary service facilities for collection, treatment, or disposal of community sewage;
 10. Federal facilities essential to national defense or energy supply;
 11. Production facilities for natural gas, artificial or synthetic gas, propane, and petroleum fuel; and for fuel refineries;
 12. Pipeline transmission and distribution facilities for natural gas, artificial or synthetic gas, propane, and petroleum fuels;
 13. Coal mines and related facilities;
 14. Production, processing, distribution, and storage facilities for dairy products, meat, fish, poultry, eggs, produce, crackers, bread, and livestock and poultry feed;
 15. Buildings and facilities limited to uses protecting the physical plant and structure, appurtenances, product inventories, raw materials, livestock, and other personal or real property; and,
 16. Such other similar uses as may be determined by the Public Utilities Commission of Ohio (hereinafter "PUCO").
- B. "non-priority uses" shall mean all uses of electricity other than priority uses.
- C. "consumer" shall mean that person or entity who consumes electric energy from Duke Energy Ohio.
- D. "normal burn days" shall mean the number of days of Duke Energy Ohio's coal supply available to serve the portion of the sum of Duke Energy Ohio's estimated normal load plus firm sales which will not be provided by firm purchases or by its non-coal generating sources. The methodology for the calculation of normal burn days is contained herein as Section VI.
- E. "normal usage" shall mean electric energy consumption by a consumer during the comparable period during the previous year adjusted for weather or other major changes in usage.

Duke Energy Ohio encourages consumers who have electric priority uses to implement the actions required herein to the extent reasonably possible. Consumers who have electric priority uses or have critical equipment or processes should consider the installation of emergency generation equipment if continuity of service is essential.

Issued pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

II. LONG-TERM FUEL SHORTAGE

A. Upon the commencement of a coal miner's strike, officially declared or otherwise, or other happening which could cause a long-term fuel shortage, Duke Energy Ohio shall.

1. notify the PUCO of the potential fuel supply shortage;
2. curtail non-essential use of energy on premises controlled by Duke Energy Ohio including parking and large area lighting and interior lighting except lighting required for security and safety, and other uses of energy both during and outside normal business hours;
3. request authorization from the proper authorities to curtail use of pollution control facilities; and
4. request authorization from the proper authorities to burn non-conforming coal in order to minimize the depletion of coal supplies.
5. apply to the PUCO for a waiver of the economic dispatch provisions of Chapter 4901:1-11, Ohio Administrative Code, to become effective when Duke Energy Ohio's normal burn days reach sixty (60) days, enabling Duke Energy Ohio to minimize depletion of coal supplies by purchasing additional power, utilizing alternate fuels and selective loading of generating units.

B. Voluntary Curtailment:

1. When Duke Energy Ohio's normal burn days reach forty (40) days, Duke Energy Ohio shall request voluntary conservation by all consumers of at least 25% of all non-priority use of electricity.
2. Duke Energy Ohio shall implement a public appeals campaign through the news media to its consumers making appropriate suggestions for achieving usage reductions. These reductions should include but not be limited to the following:
 - (a) Reduce outdoor lighting;
 - (b) Reduce general interior lighting levels to minimum levels to the extent this contributes to decreased electricity usage;
 - (c) Reduce show window and display lighting to minimum levels to protect property;
 - (d) Reduce the number of elevators operating in office buildings during non-peak hours;
 - (e) Reduce electric water heating temperature to minimum level;
 - (f) Minimize work schedules for building cleaning and maintenance, restocking, etc., in order to eliminate the necessity for office or commercial and industrial facilities to be open beyond normal working hours;

II. LONG-TERM FUEL SHORTAGE (Contd.)

- (g) Minimize electricity use by maintaining a building temperature of no less than 78 degrees Fahrenheit by operation of cooling equipment and no more than 68 degrees Fahrenheit by operation of heating equipment;
 - (h) Encourage, to the extent possible, daytime scheduling of entertainment and recreational facilities.
- 3. Duke Energy Ohio, through the issuing of periodic bulletins to the news media, shall inform the general public of:
 - (a) The Duke Energy Ohio coal supply level, based on Section VI herein, at least weekly;
 - (b) The actions which will be required of consumers if it becomes necessary to initiate mandatory curtailment of electric energy and the procedures to be followed prior to and during the period electric usage is restricted; and
 - (c) The procedures to be followed by consumers wishing to substantiate a claim for "electric priority uses."

C. Mandatory Curtailment - Stage One:

- 1. When Duke Energy Ohio's normal burn days reach thirty (30) days, consumers shall curtail the use of electricity as follows:
 - (a) All previous measures shall be continued except as amended below;
 - (b) All non-priority outdoor lighting is prohibited;
 - (c) All public, commercial, and industrial buildings shall minimize electricity use by maintaining a building temperature of no less than 85 degrees Fahrenheit by cooling equipment and no more than 60 degrees Fahrenheit by the operation of heating equipment, except where health requirements or equipment protection deem such measures to be inappropriate.
 - (d) All public, commercial, and industrial buildings shall reduce interior lighting to the minimum levels essential for continued work and operations to the extent this contributes to decreased use of electric energy.

D. Mandatory Curtailment - Stage Two:

- 1. When Duke Energy Ohio's normal burn days reach twenty-five (25) days, consumers shall curtail the use of electricity as follows:
 - (a) All previous measures shall be continued except as amended below.

II. LONG-TERM FUEL SHORTAGE (Contd.)

- (b) All consumers shall discontinue non-priority use of electricity on two days of each week. Consumers may, in the alternative, elect to reduce total electricity consumption by 25% below normal usage. Consumers choosing the second option must keep records sufficient to document the reduction. Duke Energy Ohio shall inform consumers of the days that non-priority use shall be discontinued. Consumers shall not increase non-priority uses above mandatory stage one level during other days of the week.

E. Mandatory Curtailment - Stage Three:

- 1. When Duke Energy Ohio's normal burn days reach twenty (20) days, consumers shall curtail the use of electricity as follows:
 - (a) All previous measures shall be continued except as amended below.
 - (b) All consumers shall discontinue non-priority use of electricity on three days of each week. Consumers may, in the alternative, elect to reduce total electricity consumption by 50% below normal usage. Consumers choosing the second option must keep records sufficient to document the reduction. Duke Energy Ohio shall inform consumers of the days that non-priority use shall be discontinued. Consumers shall not increase non-priority use above mandatory stage two levels during other days of the week.

F. Mandatory Curtailment - Stage Four:

- 1. When Duke Energy Ohio's normal burn days reach fifteen (15) days, all consumers shall discontinue all non-priority use of electricity on all days of each week.

III. Duke Energy Ohio shall take such measures in connection with its facilities as are necessary and reasonable for the implementation of these procedures.

Where the integrity of Duke Energy Ohio's electric system is in jeopardy, Duke Energy Ohio may take additional measures it deems appropriate, such as voltage reduction up to 5% and interruption of selected distribution circuits on a rotational basis.

IV. The mandatory curtailment stages set forth in this tariff are also included in Chapter 4901:5-19 of the Ohio Administrative Code, which provides that the governor, by executive order, may require curtailment of electric use by Duke Energy Ohio's consumers based on "statewide normal burn days." Such an order may require Duke Energy Ohio's consumers to curtail electric energy usage prior to the time such curtailment would have been required under the preceding Section II, Requirements B thru F.

V. PENALTIES

- A. Failure of a consumer to comply with Duke Energy Ohio's mandatory curtailment stages may subject that consumer's electric service to disconnection by Duke Energy Ohio. Where Duke Energy Ohio discovers that a consumer has exceeded its directed usage limitation by more than 15% in a 30 day period, Duke Energy Ohio shall notify the PUCO that on the third working day after said discovery, it shall disconnect electric service to such consumer until the fuel supply emergency is relieved.
- B. Penalties for failure to comply with rules of Chapter 4901:5-19 of the Ohio Administrative Code, when invoked by the governor, are:
4901:5-19-05 Penalties

Whoever fails to comply with the requirements of this Chapter is guilty of

- (A) a minor misdemeanor on a first offense, and
- (B) a misdemeanor of the first degree
 - (1) upon subsequent offenses, or
 - (2) if the violation was purposely committed.

VI. METHODOLOGY FOR THE CALCULATION OF NORMAL BURN DAYS

Assumptions

Energy Forecast

Project normal consumption for predicted weather conditions.

For example, if the current weather was cooler or warmer than normal, the load forecast should have to be adjusted to reflect the impact of the temperature sensitive load.

Consumer conservation in response to curtailment measures is not counted in the calculation of normal burn days. Neither mandatory nor voluntary conservation is considered when preparing energy forecast. "Normal" consumption patterns are assumed to project total available coal supply.

Power Exchange

Purchased power is assumed to be unavailable or uncertain in the crisis period and is excluded for normal burn day calculations.

"Purchased power" means power being purchased from other systems on a day-to-day basis. Firm or contracted power/energy sales are included in normal burn day calculations. The seller who has contracted to provide a particular level of service treats this long-term commitment (one week or longer) as part of his load. The buyer who has contracted for service reduces the load he must serve by this amount. In short, all commitments are assumed to be met.

Issued pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

VI. METHODOLOGY FOR THE CALCULATION OF NORMAL BURN DAYS (Contd.)

Economy and emergency purchases are not considered in calculations.

Generation from Non-Coal Fuels

Figure in only anticipated MWH on non-coal generation. Only the expected use of non-coal fired units should be considered. The schedule outage time of units should be considered as well as the operating unit constraints.

Unit Outages

Count coal as it is anticipated that coal will be available to operate generating units.

If a single unit plant is expected to be out of service for the duration of the shortage, that coal cannot be considered as part of the utility's usable coal supply.

If one or more units of a multi-unit plant are out of service, that coal is considered to be part of the coal supply of the units which are in service.

The number that is being developed is coal available for burning; i.e., expected burn days for that plant. Coal which cannot be recovered should not be considered.

Jointly Owned Units

Use Duke Energy Ohio's share of the coal pile at jointly owned plants and Duke Energy Ohio's share of the generation of the jointly owned units in preparing burn day estimates.

Efficiency of Coal Burn

Assume current burn efficiency (Tons/MWH).

Formula for the Calculation of Utility Burn Days

	Utility system forecast (MWH) ¹
plus	Firm sale commitments (MWH)
minus	Firm purchase commitments (MWH)
minus	Anticipated MWH production from non-coal sources

Issued pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

VI. METHODOLOGY FOR THE CALCULATION OF NORMAL BURN DAYS

equals Coal-fired requirement (MWH/monthly)*

Coal-fired requirement X Average burn rate = Daily Requirement
(MWH/Day) (tons/MWH) (tons/day)

Utility Coal pile available (tons) - Daily requirement (tons/day) = Utility Normal Burn Days

(1) Normal—weather adjusted for the month.

* Monthly or weekly data is converted into daily data.

Stepwise Calculation of Normal Burn Days.

- Step 1 Forecast for successive future months the MWH to be provided from company coal-fired generation. This is equal to: (a) company load plus (+) (b) firm sales minus (-) (c) firm purchases minus (-) (d) MWH provided from company non-coal generation.
- Step 2 Convert the MWH to be provided from company coal-fired generation (Step 1) into tons of coal using an average burn rate.
- Step 3 Determine the tons of coal available at the start of the forecast period and at the end of successive months using the data from Step 2.
- Step 4 Determine from Step 3 the number of days it would take to exhaust the coal supply.
Such number of days is the number of Normal Burn Days.
- Step 5 Divide the tons of coal available at the start of the period by the Normal Burn Days to obtain the daily requirement (tons/day).

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RIDER EEPG

EMERGENCY ELECTRIC PROCEDURES

APPLICABILITY

Applicable in the entire territory where P.U.C.O. Electric No. 19 applies in the event of an energy emergency which necessitates curtailment of electric service, Duke Energy Ohio may curtail electrical service to its customers in the manner set forth herein, either at its sole discretion, or under applicable policies, guidelines, directives or procedures issued by the East Central Area Reliability Council (ECAR), National Electric Reliability Council (NERC), the Midwest Independent Transmission System Operator, Inc. (Midwest ISO), or their successor organizations, or when required by the Public Utilities Commission of Ohio (Commission).

PROCEDURES

I. General Rules Applicable to Energy Emergency

Emergency electrical procedures may be necessary in the event of electric supply shortages, transmission constraints, or other emergency conditions in the assigned service area of Duke Energy Ohio and/or outside the assigned service area of Duke Energy Ohio.

An emergency means an anticipated or existing shortage in the supply of or constraint in the transmission or distribution of electrical energy, which has or may adversely affect the operation or reliability of generating or transmission and distribution facilities.

In the event of an emergency, Duke Energy Ohio may take any remedial measure that it deems reasonably necessary to alleviate the emergency condition or that may be required either by the Commission or under applicable policies, guidelines, directives or procedures issued by ECAR (including the then current revision of ECAR Document No. 3, Emergency Operations), NERC, the Midwest ISO, or their successor organizations, or Duke Energy Ohio's emergency plan. During an emergency, Duke Energy Ohio will follow the procedures set forth herein with regard to essential customers as defined in Section II, below. Duke Energy Ohio will take the remedial measures to alleviate the emergency conditions as set forth in Section III, below.

II. Essential Customers

Essential customers are defined as follows:

- (A) hospitals and emergency care facilities, which shall be limited to those facilities providing medical care and performing in-patient surgery on patients;
- (B) federal, state and county prisons and detention institutions;
- (C) police and fire stations, Ohio national guard facilities, military bases, and federal facilities essential to the national defense;
- (D) "critical customers," which means any customer or consumer on a medical or life support system for whom an interruption of service would be immediately life threatening and who is enrolled in Duke Energy Ohio's program for critical customers;
- (E) radio and television stations used to transmit emergency messages and public information broadcasts relating to emergencies;

II. Essential Customers (Contd.)

Issued pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

- (F) water pumping plants essential to the supply of potable water to a community;
- (G) sewage plants essential to the collection, treatment or disposal of a community's sewage;
- (H) emergency management and response facilities and the county-wide "911" system;
- (I) nursing homes;
- (J) central office telephone switching stations; and
- (K) blood banks.

Duke Energy Ohio does not guarantee a continuous and uninterrupted flow of power to any customer. Power interruptions may occur due to many causes other than the emergency procedures set forth herein. Further, essential customers should expect that their power may be interrupted in the event of an emergency due to the nature of the emergency and the normal configuration of electric supply systems.

Essential customers are responsible for anticipating the possibility that power may be interrupted and for developing contingency plans if continuity of service is essential. Such contingency plans may include installing on-site backup generation, uninterruptible power supplies, other alternative power sources or evacuation to another location.

Duke Energy Ohio will make reasonable efforts to maintain service to essential customers during an emergency and will attempt to minimize the time period of any interruption, when practical. Duke Energy Ohio may, however, curtail power to essential customers during an emergency. Duke Energy Ohio will attempt to identify essential customers and maintain a list of these customers for its load curtailment plans. Duke Energy Ohio will verify and update this list annually and review its curtailment rotation schedules in an attempt to minimize the number of essential customers affected by curtailment.

Residential customers may request to participate in Duke Energy Ohio's program for critical customers. Residential customers requesting to participate in this program must initially obtain a Medical Certificate from a licensed physician as to the need for and use of life support equipment in their household and must submit the certificate to Duke Energy Ohio along with their request to enroll in the program.

Upon enrollment in the program, Duke Energy Ohio will notify the customer in writing of the customer's options and responsibilities during an interruption, such as the need for backup generation, uninterruptible power supplies, other alternative power sources or evacuation to another location. Duke Energy Ohio will also notify these customers that it cannot guarantee a continuous and uninterrupted flow of power. Duke Energy Ohio will annually verify the customers' eligibility to continue to participate in the program.

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II. Essential Customers (Contd.)

Any non-residential customer may apply to be considered an essential customer, provided they must notify Duke Energy Ohio in writing of this request and provide the specific reasons why they should be considered an essential customer. Duke Energy Ohio will respond in writing within ten days of receipt of the request informing the customer whether, in Duke Energy Ohio's sole discretion, they will be classified as a non-residential essential customer. Non-residential essential customers are also encouraged to develop contingency plans for use during an emergency, such as the need for backup generation, interruptible power supplies, other alternative power sources or evacuation to another location.

Essential customers should prepare to implement their contingency plans any time that Duke Energy Ohio makes a public appeal for voluntary conservation, due to the possibility that Duke Energy Ohio may experience an emergency during such time that Duke Energy Ohio makes public appeals for voluntary conservation.

If Duke Energy Ohio has adequate advance notice that an emergency may occur, then Duke Energy Ohio will attempt to call critical customers to alert them of the possibility of a power interruption. Due to the frequently sudden onset of an emergency and the time necessary to contact all critical customers, Duke Energy Ohio may not be able to contact critical customers in advance of an emergency.

III. Remedial Measures in the Event of Emergency

In case of an emergency, Duke Energy Ohio will exercise the following series of load reduction measures to match the load with available generation. These measures are arranged in order of severity of the measures necessary to alleviate the emergency conditions presented. In the case of a sudden or unanticipated emergency, the urgency of the situation may require Duke Energy Ohio to immediately implement the more severe measures.

Pricing Signals and Special Contracts

Duke Energy Ohio offers a variety of pricing signals using approved tariffs and special contracts to encourage customers to reduce their load when generation is in short supply. Participating customers may elect to voluntarily reduce their demand based on the terms of these tariffs and contracts.

Internal Conservation

Duke Energy Ohio will reduce its own energy consumption by instructing its employees to adjust thermostats, turn off lights and reduce other non-essential loads at Duke Energy Ohio facilities.

Voltage Reduction

Duke Energy Ohio may reduce voltages. However, Duke Energy Ohio will not reduce voltage more than 5% below normal allowable ranges.

Public and Targeted Appeals for Voluntary Conservation

Duke Energy Ohio will issue news releases to request customers to voluntarily conserve electricity, with suggestions on how to conserve. Duke Energy Ohio will also contact large commercial and industrial customers (1000 kW or more) requesting them to conserve energy.

Issued pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

III. Remedial Measures in the Event of Emergency (Contd.)

Public and Targeted Appeals for Voluntary Conservation (Contd.)

Depending on the nature of the emergency, Duke Energy Ohio will issue additional news releases advising customers of a more critical need for voluntary conservation and also notifying customers that Duke Energy Ohio may implement rotating blackouts if the emergency conditions are not alleviated. Duke Energy Ohio will contact large commercial and industrial customers (1000 kW or more) requesting them to curtail all non-essential load.

Automatic Reserve Sharing

Automatic Reserve Sharing is a standard method for utilities to aid an adjoining, interconnected utility whose power reserves are low by transmitting power through the interconnection points to raise the reserves of the affected utility. In time of emergency, Duke Energy Ohio may utilize Automatic Reserve Sharing.

Manual, Involuntary Load Curtailment

Duke Energy Ohio may implement manual load curtailment, which is a controlled process of rotating customer outages during extreme emergencies. NERC policies may require manual curtailment when Duke Energy Ohio experiences an emergency. NERC policies may also require manual curtailment when the reliability of the Eastern Interconnect is threatened by supply or transmission problems unrelated to conditions within Duke Energy Ohio's transmission system.

Automatic Load Curtailment

Duke Energy Ohio may implement automatic load curtailment, which is a process where under-frequency relays are used to shed load as soon as the relays detect problems based upon the system frequency. NERC policies may require automatic curtailment when Duke Energy Ohio experiences an emergency or when the Eastern Interconnect is threatened by transmission system reliability problems unrelated to conditions affecting Duke Energy Ohio's transmission system.

IV. Curtailment Procedures

Involuntary load curtailment is generally accomplished via remote control of circuits that feed large individual customers and/or general distribution loads. Most general distribution circuits supply many customers including one or more essential customers. Duke Energy Ohio will analyze circuits for curtailment eligibility based upon the ability to perform curtailment via remote control and upon the type of load the circuits serve. Duke Energy Ohio will attempt to limit the number of essential customers affected by involuntary load curtailments; however, given the number of circuits within Duke Energy Ohio's system and the number of customers served by Duke Energy Ohio, it is likely that Duke Energy Ohio will interrupt power to some essential customers if involuntary load curtailment procedures become necessary to alleviate emergency conditions. Duke Energy Ohio will adjust manual involuntary curtailment schedules and attempt to provide advance notification to essential customers if involuntary load curtailment occurs.

Duke Energy Ohio will advise the Commission of the nature, time and duration of all implemented emergency conditions and procedures which affect normal service to customers.

Duke Energy Ohio may initiate the following actions, as it deems appropriate, in the event of an emergency where curtailment is imminent or necessary.

Issued pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

IV. Curtailment Procedures (Contd.)

- (A) If Duke Energy Ohio is unable to balance its generation and interchange schedules to its load after using all available resources, Duke Energy Ohio may, at its discretion, declare an emergency state to the NERC/ECAR Security Coordinator.
- (B) Duke Energy Ohio may enter into power purchases to the extent that generation resources are reasonably available and transmission loading will allow.
- (C) Duke Energy Ohio may use any or all of the remedial measures in section III, above.
- (D) If the transmission system frequency is above 59.8 Hz and Duke Energy Ohio cannot reasonably balance resources to load, then Duke Energy Ohio may curtail firm load to balance resources to load.
- (E) If the transmission system frequency is at or below 59.8 Hz, then Duke Energy Ohio may curtail firm load to balance resources to load.
- (F) If the transmission system frequency is at or below 59.7 Hz, then Duke Energy Ohio may curtail firm load to assist in maintaining regional system integrity.

Automatic under-frequency load shedding may occur in the event of a sudden decline of the frequency on the ECAR System or a sudden breakup that isolates all or parts of the Ohio transmission system from other interconnected transmission systems. The under-frequency load shed may occur according to the following schedule, with each step shedding approximately an additional five percent of load as compared to the system load:

Step	Freq-Hz	Approximate % Load Shed
1	59.5	5.0
2	59.3	5.0
3	59.1	5.0
4	58.9	5.0
5	58.7	5.0

Under these circumstances, Duke Energy Ohio will interrupt power of selected distribution circuits and lines serving customers throughout its assigned service area at Duke Energy Ohio's sole discretion.

If automatic load shedding has occurred and frequency is still declining, Duke Energy Ohio may take any additional actions that it deems reasonably necessary to arrest the decline. This may include additional load shedding and coordinated network separations.

If necessary to resynchronize the isolated area or to curtail the decline in frequency, Duke Energy Ohio may take the following steps in the sequence set forth below:

IV. Curtailment Procedures

- (A) Duke Energy Ohio may, at its discretion, interrupt power to controlled service loads and to loads rendered service under interruptible tariffs.
- (B) Duke Energy Ohio may reduce voltage up to five percent when deemed appropriate.
- (C) Duke Energy Ohio may manually shed load.

Duke Energy Ohio shall not be liable for power interruptions attributable to:

- (A) The availability of or malfunctions in generation or transmission facilities;
- (B) Malfunctions in the local distribution system due to conditions beyond Duke Energy Ohio's control, such as storms, floods, vandalism, strikes, fires, or accidents caused by third parties;
- (C) Duke Energy Ohio following any applicable orders, policies, guidelines, directives or procedures issued by the Commission, governmental authorities, East Central Area Reliability Council (ECAR), National Electric Reliability Council (NERC), the Midwest ISO, or their successor organizations;
- (D) provided that Duke Energy Ohio makes reasonable efforts to restore service as soon as reasonably practicable.

Notwithstanding the foregoing, Duke Energy Ohio may be liable for damages resulting from power interruptions attributable to its gross negligence or willful misconduct.

The provisions of these Emergency Electric Procedures are subject to the provisions of Duke Energy Ohio's Retail Electric Tariff, as then in effect and approved by the Commission, including but not limited to the provisions of Duke Energy Ohio's General Terms And Conditions For Electric Service.

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Issued: March 31, 2006

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Issued by Sandra P. Meyer, President

RIDER LM

LOAD MANAGEMENT RIDER

APPLICABILITY

The Off Peak Provision of this Load Management Rider is applicable to customers receiving service under the provisions of the respective distribution or transmission service rate schedules and who receive energy supply from the Company. Customers who purchase their energy supply from a Certified Supplier and have continued to receive service under this schedule since prior to October 1999, may continue to receive service under this schedule.

OFF PEAK PROVISION

The "off peak period" for the summer season is defined as the period from 8:00 p.m. of one day to 11:00 a.m. of the following day; Friday from 8:00 p.m. to 11:00 a.m. of the following Monday; and from 8:00 p.m. of the day preceding a legal holiday to 11:00 a.m. of the day following that holiday. The "off peak period" for the winter season is defined as the period 2:00 p.m. to 5:00 p.m. and from 9:00 p.m. of one day to 9:00 a.m. of the following day; Friday from 9:00 p.m. to 9:00 a.m. of the following Monday; and from 9:00 p.m. of the day preceding a legal holiday to 9:00 a.m. of the day following that holiday. The following are recognized legal holidays as far as load conditions of the Company's system are concerned: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day or with the exception that if the foregoing holidays occur on a Sunday, the following Monday is considered a holiday.

The "on peak period" is defined as all hours exclusive of the "off peak period" hours set forth in the preceding paragraph.

- I. For customers with demand meters having a programmable time-of-use (TOU) register and an average monthly demand not exceeding five hundred (500) kilowatts ("TOU customers"), where electric service is furnished under the provisions of the Company's existing distribution service rate schedules:
 - A. For purposes of administration of this rider for TOU customers, the summer season, as stated above, is the period beginning June 1 and ending September 30. The winter season consists of all other days which have not been recognized in the summer season.
 - B. Due to the limited availability of TOU metering equipment and Company personnel, a demand meter with programmable TOU register will be installed as such metering equipment and Company personnel are available.
 - C. The customer will be required to pay the current installed cost of the TOU metering equipment in excess of the current installed cost of the standard demand register equipment, normally installed by the Company, which is required under the provisions of the applicable service tariff schedule. All metering equipment shall remain the property of the Company which shall be responsible for its installation, operation, maintenance, testing, replacement, or removal.

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Issued by Sandra P. Meyer, President

OFF PEAK PROVISION (Contd.)

- D. When a customer elects the Off Peak Provision, the monthly customer charge of the applicable service tariff schedule will be increased by an additional monthly charge of seven dollars and fifty cents (\$7.50) for each installed TOU meter. In addition, the DEMAND provision shall be modified to the extent that the billing demand shall be based upon the "on peak period," as defined above.
- II. For customers with a solid state recording (SSR) device for billing ("SSR customers"), and where electric service is furnished under the provisions of either the applicable distribution service tariff schedule or transmission service tariff schedule:
- A. For purposes of administration of this rider for all SSR customers, the summer billing period begins with consumption after the customer's May meter reading and ends with the consumption billed as a result of the September meter reading. The following is an example of how the summer period by billing cycle is defined: For customers in the first billing cycle (Cycle 1), the summer billing season would cover the approximate period of May 1 through September 1. For customers in the last billing cycle (Cycle 21), the summer period would cover the approximate period of May 31 through September 30. The meter reading dates by billing cycle may vary based on the Company's meter reading schedule. The winter season consists of all other days which have not been recognized in the summer season.
- B. The "off peak period" billing demand will be taken at fifty (50) percent of the highest fifteen minute demand established during the "off peak period," as defined above.
- C. When a customer elects this Off Peak Provision, the monthly customer charge of the applicable service tariff schedule will be increased by an additional monthly charge of one hundred fifty dollars (\$150.00).

The Demand provision of the applicable service tariff schedule shall be modified to the extent that the billing demand shall be based upon the "on peak period," as defined above. However, in no case shall the billing demand be less than the "off peak period" billing demand or the billing demand as determined in accordance with the DEMAND provision of the applicable service tariff schedule, as modified.

TERMS AND CONDITIONS

The term of contract shall be for a minimum period of one (1) year.

The Company shall not be required to increase the capacity of any service facilities in order to furnish off peak demands. The Company reserves the right, upon 30 days notice to customers affected, to change the time or times during which on peak demands may be established.

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 Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 77.1
Cancels and Supersedes
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RIDER BR

BROWNFIELD REDEVELOPMENT RIDER

APPLICABILITY

Applicable to customers locating in a qualified "brownfield" redevelopment area so designated by the Ohio Environmental Protection Agency and served by existing primary service lines. Additionally, customers are required to take service under the provisions of one of the Company's non-residential tariff schedules and receive energy supply from the Company.

TYPE OF SERVICE

The service provided shall be 60Hz alternating current provided at the Company's standard distribution or transmission voltage.

NET MONTHLY BILLING

The customer shall comply with all terms of the standard tariff rate under which the customer takes service except as contravened by the following.

For the first 12 month period, the demand charge shall be reduced by 50 percent;
For the second 12 month period, the demand charge shall be reduced by 40 percent;
For the third 12 month period, the demand charge shall be reduced by 30 percent;
For the fourth 12 month period, the demand charge shall be reduced by 20 percent;
For the fifth 12 month period, the demand charge shall be reduced by 10 percent.

TERM OF CONTRACT

The term of contract under this Rider shall be ten years.

TERMS AND CONDITIONS

The customer shall enter into a Service Agreement with the Company which shall specify, among other things, the voltage at which the customer will be served.

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

SERVICE REGULATIONS

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

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Issued by Sandra P. Meyer, President

RIDER TES

THERMAL ENERGY STORAGE RIDER

APPLICABILITY

Applicable to customers who receive energy supply from the Company and who have installed a thermal storage cooling system and enter into a Service Agreement with the Company which will specify, among other terms and conditions, the kilowatt load to be shifted to the off peak period.

NET MONTHLY BILL

The Net Monthly Bill shall be computed in accordance with the provisions of the respective distribution service tariff, transmission service tariff, or as provided for by Rider LM, Load Management Rider.

BILLING DEMAND

The Company will utilize the actual demand established during the on peak period for monthly billing purposes. In the event the customer's equipment malfunctions during the off peak period and impacts the billing demand, an adjustment to the billing demand may be made, at the Company's discretion.

TERMS AND CONDITIONS

The off peak period for the summer season is defined as the period from 8:00 p.m. of one day to 11:00 a.m. of the following day; Friday from 8:00 p.m. to 11:00 a.m. of the following Monday; and from 8:00 p.m. of the day preceding a legal holiday to 11:00 a.m. of the day following that holiday. The following are recognized as legal holiday as far as load conditions of the Company's system are concerned: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas or on the day nationally designated to be celebrated as such with the exception that if the foregoing holidays occur on a Sunday, the following Monday is considered a holiday. The summer period is defined as that period represented by the Company's billing for the four (4) revenue months of June through September.

A thermal storage cooling system is defined as a system utilizing heating, ventilating, and air conditioning (HVAC) equipment to accumulate energy in a body or system in the form of sensible heat (temperature rise) or latent heat (a change of phase). The stored energy is subsequently used to provide process cooling or space conditioning during the Company's on peak hours instead of operating traditional HVAC equipment.

Customer shall provide Company with access to customer's thermal storage cooling system for purposes of verifying that the system is well maintained and reliable.

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

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Issued by Sandra P. Meyer, President

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, 2011.

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\$1.00 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.

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Issued by Julie Janson, President

Effective: January 2, 2009

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 CO₂.

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

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Issued by Julie Janson, President

Effective: January 2, 2009

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 80.2
Cancels and Supersedes
Sheet No. 80.1
Page 1 of 1

RIDER RGR
RESIDENTIAL GENERATION RIDER

APPLICABILITY

As provided by Ohio Amended Substitute Senate Bill No. 3, this Rider is applicable to all jurisdictional residential retail customers in the Company's electric service area that are served under the Company's Rate RS, Rate ORH, or Rate TD and receive energy supply from the Company.

CHARGE

All kWh are subject to the Residential Generation Rider. Beginning January 1, 2001, total Generation Charges will be reduced by five (5) percent.

This rider will terminate on December 31, 2005.

Filed pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

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Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 81.2
Cancels and Supersedes
Sheet No. 81.1
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RIDER EER

ENERGY EFFICIENCY REVOLVING LOAN PROGRAM RIDER

APPLICABILITY

The Energy Efficiency Revolving Loan Program was established by the Ohio Amended Substitute Senate Bill No. 3. This Rider is applicable to all jurisdictional retail customers, including interdepartmental sales, in the Company's electric service area. This rider shall remain in effect no later than December 31, 2010.

CHARGE

The amount to be charged beginning February 1, 2006 shall be \$0.09 per customer per month.

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Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 83.3
Canceling and Superseding
Sheet No. 83.2
Page 1 of 1

RIDER OET
OHIO EXCISE TAX RIDER

APPLICABILITY

Applicable to all jurisdictional retail customers in the Company's electric service area except that customers who meet the eligibility requirements contained in section 5727.81 of the Ohio Revised Code may elect to self-assess this tax.

CHARGE

The Ohio excise tax is applicable to all usage on and after May 1, 2001 as follows:

First 2,000 kWh	\$0.00465 per kWh
Next 13,000 kWh	\$0.00419 per kWh
Additional kWh	\$0.00363 per kWh

The Ohio Gross Receipts Tax of 4.86% will be applied from January 4, 2001 through April 30, 2001.

Filed pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

RIDER RTC

REGULATORY TRANSITION CHARGE RIDER

APPLICABILITY

Applicable to all jurisdictional retail customers in the Company's electric service area.

CHARGE

The Regulatory Transition Charges detailed below are applicable after January 2, 2005 for non-residential customers. All applicable kWh are subject to the Regulatory Transition Charge.

<u>Tariff Sheet</u>	<u>RTC Charge</u> Per kWh
Rate RS, Residential Service	
Summer, First 1000 kWh	\$0.000000
Summer, Additional kWh	\$0.000000
Winter, First 1000 kWh	\$0.000000
Winter, Additional kWh	\$0.000000
Rate ORH, Optional Residential Service With Electric Space Heating	
Summer, First 1000 kWh	\$0.000000
Summer, Additional kWh	\$0.000000
Winter, First 1000 kWh	\$0.000000
Winter, Additional kWh	\$0.000000
Winter, kWh greater than 150 times demand	\$0.000000
Rate CUR, Common Use Residential Service	
Summer, First 1000 kWh	\$0.006484
Summer, Additional kWh	\$0.007556
Winter, First 1000 kWh	\$0.006484
Winter, Additional kWh	\$0.003877
Rate TD, Optional Time-of-Day Rate	
Summer, On-Peak kWh	\$0.000000
Summer, Off-Peak kWh	\$0.000000
Winter, On-Peak kWh	\$0.000000
Winter, Off-Peak kWh	\$0.000000
Rate DS, Service at Secondary Distribution Voltage	
Billing Demand Times 300	\$0.008992
Additional kWh	\$0.000100
Rate GS-FL, Optional Unmetered For Small Fixed Loads	
kWh Greater Than or Equal to 540 Hours	\$0.006719
kWh Less Than 540 Hours	\$0.006719

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Issued by Julie Janson, President

Effective: January 2, 2009

CHARGES (Contd.)

Tariff Sheet

RTC Charge
Per kWh

Rate EH, Optional Rate For Electric Space Heating All kWh	\$0.006719
Rate DM, Secondary Distribution Service, Small Summer, First 2800 kWh	\$0.012166
Summer, Next 3200 kWh	\$0.003221
Summer, Additional kWh	\$0.002484
Winter, First 2800 kWh	\$0.009822
Winter, Next 3200 kWh	\$0.003203
Winter, Additional kWh	\$0.002442
Rate DP, Service at Primary Distribution Voltage Billing Demand Times 300	\$0.006850
Additional kWh	\$0.000100
Rate TS, Service at Transmission Voltage Billing Demand Times 300	\$0.005590
Additional kWh	\$0.000100
Rate SL, Street Lighting Service All kWh	\$0.002290
Rate TL, Traffic Lighting Service All kWh	\$0.002290
Rate OL, Outdoor Lighting Service All kWh	\$0.002290
Rate NSU, Street Lighting Service for Non-Standard Units All kWh	\$0.002290
Rate NSP, Private Outdoor Lighting for Non-Standard Units All kWh	\$0.002290
Rate SC, Street Lighting Service - Customer Owned All kWh	\$0.002290
Rate SE, Street Lighting Service - Overhead Equivalent All kWh	\$0.002290
Rate UOLS, Unmetered Outdoor Lighting Electric Service All kWh	\$0.002290

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities
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Issued by Julie Janson, President

Effective: January 2, 2009

RIDER SC

SHOPPING CREDIT RIDER

APPLICABILITY

This Rider is applicable to certain jurisdictional retail non-residential customers in the Company's electric service area that choose to purchase generation services from a Certified Supplier.

CHARGE

Non-residential customers who have signed or will sign a contract with DE-Ohio, or provide a CRES contract to DE-Ohio, or provide a release in the form approved by the Commission in Case No. 03-93-EL-ATA indicating that the customer will remain off of ESP-SSO service through December 31, 2011, may receive these shopping credits. More specifically, to receive the shopping credits, the customer must be eligible to return to DE-Ohio's ESP-SSO service at 115% of DE-Ohio's ESP-SSO price, including all riders except for distribution riders.

The following shopping credits are effective from January 1, 2009 through December 31, 2011.

<u>Tariff Sheet</u>	<u>SC Credit</u> (per kWh/kW)
Rate RS, Residential Service	
Summer, First 1000 kWh	\$0.000000
Summer, Additional kWh	\$0.000000
Winter, First 1000 kWh	\$0.000000
Winter, Additional kWh	\$0.000000
Rate ORH, Optional Residential Service With Electric Space Heating	
Summer, First 1000 kWh	\$0.000000
Summer, Additional kWh	\$0.000000
Winter, First 1000 kWh	\$0.000000
Winter, Additional kWh	\$0.000000
Winter, kWh greater than 150 times demand	\$0.000000
Rate TD, Optional Time-of-Day Rate	
Summer, On-Peak kWh	\$0.000000
Summer, Off-Peak kWh	\$0.000000
Winter, On-Peak kWh	\$0.000000
Winter, Off-Peak kWh	\$0.000000
Rate CUR, Common Use Residential Service	
Summer, First 1000 kWh	\$0.002651
Summer, Additional kWh	\$0.003359
Winter, First 1000 kWh	\$0.002651
Winter, Additional kWh	\$0.001000

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

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Effective: January 2, 2009

Rate DS, Service at Secondary Distribution Voltage	
First 1000 kW	\$0.459400
Additional kW	\$0.363400
Billing Demand Times 300	\$0.001175
Additional kWh	\$0.000976
Rate GS-FL, Optional Unmetered For Small Fixed Loads	
kWh Greater Than or Equal to 540 Hours	\$0.003902
kWh Less Than 540 Hours	\$0.004486
Rate EH, Optional Rate For Electric Space Heating	
All kWh	\$0.001601
Rate DM, Secondary Distribution Service, Small	
Summer, First 2800 kWh	\$0.003514
Summer, Next 3200 kWh	\$0.000897
Summer, Additional kWh	\$0.000391
Winter, First 2800 kWh	\$0.002789
Winter, Next 3200 kWh	\$0.000898
Winter, Additional kWh	\$0.000371
Rate DP, Service at Primary Distribution Voltage	
First 1000 kW	\$0.414900
Additional kW	\$0.327300
Billing Demand Times 300	\$0.001323
Additional kWh	\$0.001061
Rate TS, Service at Transmission Voltage	
First 50,000 kVA	\$0.503000
Additional kVA	\$0.362600
Billing Demand Times 300	\$0.000864
Additional kWh	\$0.000983
Rate SL, Street Lighting Service	
All kWh	\$0.001728
Rate TL, Traffic Lighting Service	
All kWh	\$0.001011
Rate OL, Outdoor Lighting Service	
All kWh	\$0.001728
Rate NSU, Street Lighting Service for Non-Standard Units	
All kWh	\$0.001728
Rate NSP, Private Outdoor Lighting for Non-Standard Units	
All kWh	\$0.001728
Rate SC, Street Lighting Service - Customer Owned	
All kWh	\$0.001728
Energy Only – All kWh	\$0.000688
Rate SE, Street Lighting Service - Overhead Equivalent	
All kWh	\$0.001728
Rate UOLS, Unmetered Outdoor Lighting Electric Service	
All kWh	\$0.000711

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Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
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Page 1 of 1

RIDER USR

UNIVERSAL SERVICE FUND RIDER

APPLICABILITY

Ohio Amended Substitute Senate Bill No. 3 established a Universal Service Fund in the State of Ohio. This Rider is applicable to all jurisdictional retail customers, including interdepartmental sales, in the Company's electric service area.

CHARGE

All kWh are subject to the Universal Service Fund Rider. The amount to be charged monthly beginning January 2, 2008 shall be as follows:

First 833,000 kilowatt-hours	\$0.0012176 per kWh
All Additional kilowatt-hours	\$0.0004690 per kWh

Filed pursuant to an Order dated December 19, 2007 in Case No. 07-661-EL-UNC before The Public Utilities Commission of Ohio.

Issued: December 19, 2007

Effective: January 2, 2008

Issued by Sandra P. Meyer, President

RIDER PLM

PEAK LOAD MANAGEMENT PROGRAM

AVAILABILITY

Applicable to Customers served under the Standard Rates DS, DP, and TS or Rate RTP. Customers electing to choose an alternative supplier will not be eligible to participate in the PLM Program.

PROGRAM DESCRIPTION

The PLM Program is voluntary and offers Customers the opportunity to reduce their electric costs by managing their electric usage during Company's peak load periods. Customer and Company will enter into a Service Agreement under this Rider which will specify the terms and conditions under which Customer agrees to reduce usage.

SERVICE OPTIONS

Customers may elect to participate in a PLM service option by either choosing to:

- a) reduce demand to a specified amount,
- b) reduce energy usage below their baseline, or
- c) sell the output of any Customer owned self generation to Company.

Upon approval of Company, Customers will have the choice to combine the electric loads of multiple accounts (aggregate) served under the Company's Standard Rate Schedules and/or Special Contracts of Company, for any of the options available under the PLM Program. Any aggregation of Customer loads applies only to the provisions of this Rider (the PLM Program) and in no way is to be used to migrate between or to the Company's Standard Rate Schedules and/or Special Contracts.

The specific hours for the PLM service option will be mutually agreed upon between Customer and Company and specified in the Service Agreement. The targeted hours for the PLM Program will generally be between 11:00 A.M. and 8:00 P.M., Monday through Friday, starting June 1 and ending September 30.

Buy-through energy is the incremental energy the Customer has decided to purchase in lieu of managing their electric demand or energy usage as agreed upon between the Customer and the Company.

Demand Reduction Option

Customers served under the Standard Rates DS, DP, and TS or Rate RTP electing this option agree, upon notification by Company, to limit their demand to a Firm Load Level. Customer and Company will mutually agree on the amount of demand reduction, the conditions under which a request for reduction can be issued and the mechanism to be used to verify compliance. Based upon these factors, Company will establish a bill credit to be given to Customer and the structure of the bill credit. The value of bill credit will take into consideration the projected avoided cost of firm capacity and energy, any bill savings from reducing load under the applicable Standard Rates or Rate RTP and program administrative costs.

Company will provide buy-through energy, if available, to be billed based on price quotes (Buy-Issued pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

through Quotes) provided to Customer. Such Buy-through Quotes will include a) applicable transmission and distribution charges, generation charges based on out-of-pocket cost plus 10% and all applicable riders and taxes included in the Standard Rate. Customer will be billed for all usage above the Firm Load Level at such Buy-through Quotes. If buy-through energy is not available and Customer fails to reduce its usage to the Firm Load Level, Customer will be billed for all usage above the Firm Load Level at \$10.00 per kilowatt-hour.

Energy Reduction Below Baseline

Customers served under the Standard Rates DS, DP, and TS or Rate RTP electing this option agree, upon notification by Company, to reduce energy usage below their Baseline Level. Reductions below the Baseline Level during such periods will be credited at the Energy Buy-Back Price Quotes provided to Customer by Company. Customer and Company will mutually agree upon a) the conditions under which such Price Quotes will be in effect, b) the time period by which Company will provide such Price Quotes to Customer and c) the time duration such Price Quotes will be in effect. The determination of such Energy Buy-Back Price Quotes will take into consideration the projected avoided cost of energy, any bill savings from reducing load under the applicable Standard Rates or Rate RTP and program administrative costs.

Customer will agree to provide Company with an estimate of the amount of load reduction to be provided during such periods. The Baseline Level must be mutually agreeable to by both the Customer and the Company as representing the Customer's normal usage level during the time period that a notification could be given.

Generation Sell Back

Customers served under the Standard Rates DS, DP, and TS or Rate RTP electing this option, agree upon notification by Company, to sell the output of their electric generator to Company. Customer and Company will mutually agree on the amount of generation to be sold back and the conditions under which a request to run the generator can be issued. Based upon these factors, Company will establish a bill credit to be given to Customer and the structure of the bill credit. The value of bill credit will take into consideration the projected avoided cost of firm capacity and energy and program administrative costs.

Suitable metering will be installed either by Customer or Company to measure the energy output of the Generator. Customer will provide suitable access and a suitable location for the installation of such metering equipment.

Generation Sell Back

During such time period that the electrical output of the generator is being sold back to Company, the meter readings that are normally used to bill the Customer shall be adjusted by adding back the measured output of the generator.

BILLING UNDER STANDARD RATES

Customers served under Standard Rates DS, DP or TS will be billed for all demand and energy used under the terms and conditions and at the rates and charges of the applicable Standard Rate. In addition, Customers will receive credits on their electric bill for participation in the PLM Program based upon the elected Service Option and outlined in the PLM Service Agreement.

BILLING UNDER RATE RTP

Customers served under Rate RTP will be billed for all demand and energy used under the terms and conditions and at the rates and charges of Rate RTP. In addition, Customers will receive credits on their electric bill for participation in the PLM Program based upon the elected Service Option and outlined in the PLM Service Agreement. During a notice period under this Rider, Customer's RTP billing will be adjusted to equate any credits to those outlined in the PLM Service Agreement.

PROGRAM EQUIPMENT

Company will provide Internet based communication software to be used to provide Customer with the Buy-through and Price Quotes. Customer will be responsible for providing its own Internet access.

Customer may purchase from either Company or other third-party suppliers any other necessary equipment or software packages to facilitate participation in this PLM Program. While Customers are encouraged to use such equipment or software packages to maximize benefits under this PLM Program, it is not a requirement for program participation. It is Customer's responsibility to ensure the compatibility of third-party equipment or software packages with any Company owned equipment or software packages.

CUSTOMER GENERATION

Customers electing to operate a Generator in parallel with Company's electric system will operate the Generator in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. Company will grant such permission only in cases where it is satisfied that such parallel operation is practicable and without interference or probability of interference with the ability of Company to render adequate service to its other Customers.

TERM AND CONDITIONS

Except as provided in this Rider PLM, all terms, conditions, rates, and charges outlined in the applicable Standard Rates or Rate RTP will apply. Participation in the PLM Program will not affect Customer's obligations for electric service under these rates.

Any interruptions or reductions in electric service caused by outages of Company's facilities, other than as provided under the PLM Program, will not be deemed a notice period under this PLM Program. Agreements under the PLM Program will in no way affect Customer's or Company's respective obligations regarding the rendering of and payment for electric service under the applicable electric tariff and its applicable rate schedules. It will be Customer's responsibility to monitor and control their demand and energy usage before, during, and after a notice period.

Issued pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 87.1
Cancels and Supersedes
Sheet No. 87
Page 4 of 4

TERM AND CONDITIONS

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

Issued pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

RIDER AG
OPTIONAL ALTERNATIVE GENERATION SERVICE

APPLICABILITY

Applicable to residential customers (as defined in Section III, 4., Switching Rules, of the Company's Service Regulations) in the Company's electric service area who desire to receive generation service under this Rider in lieu of the Company's Standard Service Offer. The charges described below plus the generation charges in the standard tariffs result in market-based rates.

The Company's Standard Service Offer tariffs include minimum-stay provisions for customers that return to Duke Energy Ohio after purchasing their power from a Certified Supplier. Rider AG allows residential to "come and go" between the Company and Certified Suppliers. It allows residential customers a minimum stay of one (1) billing cycle by paying a rate that is market-based. Customers receiving service under this Rider are subject to all billing components and applicable riders as listed in the Standard Service Offer tariffs, except that Rider RGR (Residential Generation Rider) and Rider SC (Shopping Credit Rider) will not apply.

DESCRIPTION

All kWh are subject to the Optional Alternative Generation Rider. The kWh charge to be added to each Standard Offer Service rate is calculated as the difference between the next month NYMEX Cinergy futures closing price, adjusted for load factor and line losses and the average generation charge for all customers on that rate. The next month NYMEX Cinergy futures price on the close of the 4th business day before the current month end is used. The average generation charges are based on the approved rates and billing determinants contained in Case No. 99-1658-EL-ETP as detailed below. Separate charges are calculated for each Standard Offer Service rate. In no case will the Rider AG charge, as calculated, be less than zero. The calculated Rider AG charges apply to each billing cycle for the next billing month. The charges are posted on the Company's web site prior to the beginning of the month.

MONTHLY CHARGE

Rider AG Charge = [next month NYMEX Cinergy futures price (adjusted for load factor and line losses)] - Average Generation Charge (shown below).

Following are the average generation charges on which the Rider AG charges are based:

<u>Rate</u>	<u>Average Generation Charge (per kWh)</u>
Rate RS – Summer	\$0.054209
Rate RS – Winter	\$0.041252
Rate ORH – Summer	\$0.052869
Rate ORH – Winter	\$0.028622
Rate TD – Summer	\$0.037699
Rate TD – Winter	\$0.032564

Filed pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

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Issued by Sandra P. Meyer, President

RATE RTP

REAL TIME PRICING PROGRAM

APPLICABILITY

Applicable to Customers served under the Electric Security Plan Standard Offer Rate DS, Rate DP, or Rate TS. Service under the RTP Program will be offered through December 31, 2011. The incremental cost of any special metering required for service under this Program beyond that normally provided under the applicable Standard Tariff shall be borne by the Customer. Customers must enter into a service agreement with a minimum term of one year. Customers electing a Certified Supplier will not be eligible to participate in the Program.

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

PROGRAM DESCRIPTION

The RTP Program is voluntary and offers Customers the opportunity to manage their electric costs by either shifting load from higher cost to lower cost pricing periods and adding new load during lower cost pricing periods or to learn about market pricing. Binding Price Quotes will be sent to each Customer on a day-ahead basis. The program is intended to be bill neutral to each Customer with respect to their historical usage through the use of a Customer Baseline Load (CBL) and the Company's Electric Security Plan Standard Offer Rates.

CUSTOMER BASELINE LOAD

The CBL is one complete year of Customer hourly load data that represents the electricity consumption pattern and level of the Customer's operation under the Standard Rate Schedule. The CBL is the basis for achieving bill neutrality for Customers billed under this Rate RTP, and must be mutually agreeable to by both the Customer and the Company as representing the Customer's usage pattern under the Standard Rate Schedule (non-RTP). Agreement on the CBL is a requirement for participation in the RTP Program.

RTP BILLING

Customers participating in the RTP Program will be billed monthly based on the following calculation:

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

Where:

- BC = Baseline Charge
- PC = Program Charge
- CC_t = Commodity Charge for hour t
- ED_t = Energy Delivery Charge for hour t
- AL_t = Customer Actual Load for hour t
- CBL_t = Customer Baseline Load in hour t
- n = total number of hours in the billing period
- t = an hour in the billing period

Issued pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

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BASELINE CHARGE

The Baseline Charge is independent of Customer's current monthly usage, and is designed to achieve bill neutrality with the Customer's standard offer tariff if no change in electricity usage pattern occurs (less applicable program charges). The Baseline Charge is calculated at the end of the billing period and changes each billing period to maintain bill neutrality for a Customer's CBL.

The Baseline Charge will be calculated as follows:

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

Where:

BC = Baseline Charge
Standard Bill @ CBL = Customer's bill for the specific month on the applicable Rate Schedule using the CBL to establish the applicable billing determinants

The CBL shall be adjusted to reflect applicable metering adjustments under the standard Rate Schedule.

PRICE QUOTES

The Company will send to Customer, by 3:00 p.m. each day, Price Quotes to be charged the next day. Such Price Quotes shall include the applicable Commodity Charge, the Energy Delivery Charge, and the Ancillary Services Charge.

The Company may send more than one-day-ahead Price Quotes for weekends and holidays identified in Company's tariffs. The Company may revise these prices by 3:00 p.m. the day before they become effective.

The Company is not responsible for failure of Customer to receive and act upon the Price Quotes. It is Customer's responsibility to inform Company of any failure to receive the Price Quotes by 5:00 p.m. the day before they become effective.

COMMODITY CHARGE

The Commodity Charge is a charge for generation. The applicable hourly Commodity Charge (Credit) shall be applied on an hour by hour basis to Customer's incremental (decremental) usage from the CBL.

Charge (Credit) For Each kW Per Hour From The CBL:

For kWh_t above the CBL_t, $CC_t = MVG_t \times LAF$
For kWh_t below the CBL_t, $CC_t = MVG_t \times 80\% \times LAF$

Where:

LAF = loss adjustment factor
= 1.0530 for Rate TS
= 1.0800 for Rate DP
= 1.1100 for Rate DS
MVG_t = Market Value Of Generation As Determined By Company for hour t

Issued pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

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Effective: January 2, 2009

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COMMODITY CHARGE (Contd.)

The MVG_t will be based on the expected market price of capacity and energy for the next day. The expected market price will be based on forecasts of market conditions for the next day using publicly available market indices and/or bona fide third-party price quotes to establish the expected market price.

The kW Per Hour incremental or decremental usage from the CBL shall be adjusted to reflect applicable metering adjustments under the standard Rate Schedule.

ENERGY DELIVERY CHARGE

The hourly Energy Delivery Charge is a charge for using the distribution system to deliver energy to the Customer. The applicable hourly Energy Delivery Charge (Credit) shall be applied on an hour by hour basis to Customer's incremental (decremental) usage from the CBL.

Charge (Credit) For Each kW Per Hour From The CBL:

Rate DS	\$ 0.012088 per kW Per Hour
Rate DP	\$ 0.006838 per kW Per Hour
Rate TS	\$ 0.000327 per kW Per Hour

The kW Per Hour incremental or decremental usage from the CBL shall be adjusted to reflect applicable metering adjustments under the standard Rate Schedule.

PROGRAM CHARGE

Company will provide Internet based communication software to be used to provide Customer with the Price Quotes. Customer will be responsible for providing its own Internet access. A charge of \$183 per billing period per Customer shall be added to Customer's bill to cover the additional billing, administrative, and cost of communicating the hourly Price Quotes associated with the RTP Program. Customer may purchase from either Company or any other third-party suppliers any other necessary equipment or software packages to facilitate participation in this program. While Customers are encouraged to use such equipment or software packages to maximize benefits under this Program, it is not a requirement for program participation. It is Customer's responsibility to ensure the compatibility of third-party equipment or software packages with any Company owned equipment or software packages.

Issued pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

APPLICABLE RIDERS

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

- Sheet No. 51, Rider PTC-AAC, Annually Adjusted Component Rider
- Sheet No. 53, Rider PTC-FPP, Fuel and Economy Purchased Power Rider
- Sheet No. 54, Rider SRA-CD, Capacity Dedication Rider
- Sheet No. 56, Rider SRA-SRT, System Reliability Tracker
- Sheet No. 57, Rider TCR, Transmission Cost Recovery Rider
- Sheet No. 58, Rider DRI, Distribution Reliability Investment Rider
- Sheet No. 59, Rider RSS, Rate Stabilization Surcredit Rider
- Sheet No. 81, Rider EER, Energy Efficiency Revolving Loan Program Rider
- Sheet No. 83, Rider OET, Ohio Excise Tax Rider
- Sheet No. 84, Rider RTC, Regulatory Transition Charge Rider
- Sheet No. 86, Rider USR, Universal Service Fund Rider
- Sheet No. 103, Rider MSR-E, Merger Savings Credit Rider-Electric
- Sheet No. 104, Rider DR-IM, Infrastructure Modernization Rider
- Sheet No. 105, Rider DR-ECF, Economic Competitiveness Fund Rider
- Sheet No. 106, Rider DR-SAWR, Energy Efficiency Recovery Rate

TERM AND CONDITIONS

Except as provided in this Rate RTP, all terms, conditions, rates, and charges outlined in the Standard Rate Schedule will apply. Participation in the RTP Program will not affect Customer's obligations for electric service under the Standard Rate Schedule.

The primary term of service is one (1) year consisting of a consecutive twelve month period.

Customers who terminate their service agreement under Rate RTP after the initial one (1) year term shall not be eligible to return to the program for twelve (12) months from the termination date.

Customers returning to the standard tariff shall have any historical demands in excess of the CBL, waived for purposes of calculating applicable billing demands.

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

Issued pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public Utilities Commission of Ohio.

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Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 91.2
Cancels and Supersedes
Sheet No. 91.1
Page 1 of 1

BAD CHECK CHARGE

APPLICABILITY

Applicable to all customers in the Company's electric service area.

CHARGE

The Company may charge and collect a fee of \$20.00 to cover the cost of handling an unsecured check, where a customer tenders in payment of an account a check which upon deposit by the Company is returned as unpaid by the bank for insufficient funds.

SERVICE REGULATIONS

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

Filed pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

CHARGE FOR RECONNECTION OF SERVICE

APPLICABILITY

Applicable in the Company's entire service area where electric service has been disconnected due to the enforcement of the Company's Electric Service Regulations, Sheet No. 20 Paragraph 3, Company's Right to Refuse or to Disconnect Service.

CHARGE FOR RECONNECTION OF SERVICE

The Company may charge and collect in advance the following:

- A. The reconnection charge for electric service which has been disconnected due to enforcement of Sheet No. 20 Paragraph 3(c) or (g) of the Company's Electric Service Regulations shall be twenty-five dollars (\$25.00). In the event the customer is responsible for the unsafe or dangerous condition contemplated by paragraph 3(d) of Sheet No. 20, the charge for reconnection of electric service shall be twenty-five dollars (\$25.00).
- B. The reconnection charge for electric service which has been disconnected within the preceding twelve months at the request of the customer pursuant to Sheet No. 20, Paragraph 3(a) shall be twenty-five dollars (\$25.00).
- C. If both the electric service and the gas service have been disconnected, the reconnection charge shall be the sum of the gas charge set forth in the applicable gas tariff plus the applicable charge for electric service, as set forth above, except that such charge shall not exceed thirty-eight dollars (\$38.00).
- D. Where electric service was disconnected at the pole because the Company was unable to gain access to the meter, the reconnection charge will be \$65.00.
- E. If service is discontinued because of fraudulent use thereof, the Company may charge and collect, in addition to the applicable charge as stated above, the expense incurred by the Company by reason of such fraudulent use, plus an estimated bill for electricity used, prior to the reconnection of service.
- F. If the Company receives notice after 12:30 p.m. of a customer's desire for same day reinstatement of service and if the reconnection cannot be performed during normal business hours, the after hour reconnection charge for connection at the meter will be \$50. The after hour charge for reconnection at the pole will be \$90.

SERVICE REGULATIONS

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

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**COGENERATION AND SMALL POWER
PRODUCTION SALE AND PURCHASE TARIFF**

APPLICABILITY

The provisions of this tariff are applicable to qualifying cogeneration and small power production facilities with capacity of 100 kW or less as adopted by the Federal Energy Regulatory Commission (FERC), Title 18 CFR Part 292.201 through 292.207.

DEFINITIONS

Definitions of the following terms are as adopted by the FERC, Title 18 CFR Part 292.101:

- | | |
|-------------------------------------|--------------------------|
| (1) Qualifying Facility | (6) Interconnection Cost |
| (2) Cogeneration Facility | (7) Supplementary Power |
| (3) Small Power Production Facility | (8) Back-up Power |
| (4) Purchase | (9) Interruptible Power |
| (5) Sale | (10) Maintenance Power |
| | (11) System |

OBLIGATIONS

- (1) Purchases
The Company shall purchase from qualifying facilities in accordance with Part 292.304.
- (2) Sales
The Company shall sell to qualifying facilities in accordance with Part 292.305.
- (3) Interconnections
The Company shall make interconnections with qualifying facilities as may be necessary to accomplish purchases or sales and the qualifying facility will pay for the interconnection costs in accordance with Part 292.306. Interconnection costs will be paid over a period not to exceed thirty-six (36) months as mutually agreed upon by the qualifying facility and the Company.
- (4) System Emergencies
During system emergencies the Company may discontinue purchases and sales or the qualifying facilities may be required to provide energy or capacity in accordance with Part 292.304(f) and 292.307.
- (5) Service Agreement
The qualifying facility shall enter into a written Service Agreement with the Company.

STANDARDS FOR OPERATING RELIABILITY

The technical requirements necessary for operating reliability are set forth in the Company's procedure entitled "Guideline Technical Requirements for Parallel Operation of Customer Generation on the Secondary Distribution System."

Filed pursuant to Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

Duke Energy Ohio
139 East Fourth Streets
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 93.1
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RATE SCHEDULES

Rates for Purchases from qualifying facilities:

Time of Day Metering

	<u>¢/kWh</u>
On Peak - Weekdays excluding holidays 8:00 a.m.-11:00 p.m.	2.0794
Off Peak - All Other Hours	1.8898

No Time of Day Metering

All Hours	1.8898
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Rates for Sales of supplemental power, back-up power, interruptible power, or maintenance power to qualifying facilities will be accomplished through applicable tariff schedules as filed with the Public Utilities Commission of Ohio.

TERMS AND CONDITIONS

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

Filed pursuant to Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

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Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
Sheet No. 95.2
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Page 1 of 1

RATE MDC

METER DATA CHARGES

APPLICABILITY

These charges apply to customers located in the Company's service territory that have meter pulse equipment and/or interval metering equipment.

TYPE OF CHARGES

Request for Usage Data

One month of electronic Interval Meter Data	\$24.00
Twelve months of electronic Interval Meter Data	\$32.00
Interval Meter Data Printout	\$13.00
Electronic monthly interval data with graphical capability accessed via the Internet (En-Focus™)	\$20.00 per month

EN-FOCUS™

Customers electing the En-Focus option will be required to enroll online, and will be required to accept the Terms and Conditions of the En-Focus program, presented to the customer at the time of enrollment.

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 Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
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RATE MSC

METER SERVICE CHARGES

APPLICABILITY

These charges apply to customers that request the Company to install interval metering and meter pulse equipment and to provide certain meter related services that otherwise are not provided by the Company. The end-use customer is responsible for providing communication links to the interval meter per the Company's specifications. If a communication link is not installed by the first regularly scheduled meter read date (after the effective end-use customer enrollment date), the Company may install a communication link and bill the end-use customer on a monthly basis.

TYPE OF CHARGES

Installation Charges of Interval Meters and Equipment

Replace Meter with Interval Meter & Modem - 15 minute intervals	\$446.00
Replace Meter with Interval Meter & Modem - 5 minute intervals	\$968.00
Installation of Meter Pulse Equipment	\$380.00

If the Company is required to make additional visits to the meter site due to the inability to gain access to the meter location or the necessary Communication Link has not been installed, or the Communication Link is not working properly, the Company may charge the customer for any additional trip to the meter site at the rate of

\$58.00/Visit

Cellular telephone installation and monthly access fee

\$55.00/Month

In addition, the Company reserves the right to charge for the cost of any incremental facilities necessary to complete the meter installation.

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 Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
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RIDER DSM

DEMAND SIDE MANAGEMENT COST RECOVERY RIDER

THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSo et al., before the Public Utilities Commission of Ohio.

Issued:

Issued by Julie Janson, President

Effective: January 2, 2009

**RIDER GSS
GENERATION SUPPORT SERVICE**

APPLICABILITY

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

TYPE OF SERVICE

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

NET MONTHLY BILL

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

1. Administrative Charge

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

2. Monthly Distribution Reservation Charge

a. Rate DS – Secondary Distribution Service	\$3.7908 per kW
b. Rate DP – Primary Distribution Service	\$2.9370 per kW
c. Rate TS – Transmission Service	\$0.1960 per kVA

3. Monthly Transmission Cost Recovery Reservation Charge

a. Rate DS – Secondary Distribution Service	Per Rider TCR
b. Rate DP – Primary Distribution Service	Per Rider TCR
c. Rate TS – Transmission Service	Per Rider TCR

4. Supplemental Power Service

The customer shall contract with the Company for the level of demand required for Supplemental Power Service. All Supplemental Power shall be billed under the terms and charges of the Company's applicable full service tariff schedules. All power not specifically identified and contracted by the customer as Maintenance Power or Backup Power shall be deemed to be Supplemental Power.

Filed pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

NET MONTHLY BILL (Contd.)

5. Maintenance Power Service

Requirements -

The customer shall contract with the Company for the level of demand required for Maintenance Power. The contracted level of Maintenance Power shall be the lesser of: 1) the transmission and/or distribution capacity required to serve the contracted load; or, 2) the demonstrated capacity of the customer's generating unit(s) for which Maintenance Power is required. The customer's Maintenance Power requirements for each generating unit must be submitted to the Company at least sixty (60) days prior to the beginning of each calendar year. Within thirty (30) days of such submission, the Company shall respond to the customer either approving the Maintenance Power schedule or requesting that the customer reschedule those Maintenance Power requirements. For each generating unit, the customer may elect Maintenance Power Service for up to thirty (30) days in any twelve month period with no more than two (2) days consecutively during the summer billing periods of June through September and those must be during the Company's off-peak periods. The customer may request an adjustment to the previously agreed upon Maintenance Power schedule up to three weeks prior to the scheduled maintenance dates. The adjusted dates must be within one (1) week of the previously scheduled dates and result in a scheduled outage of the same seasonal and diurnal characteristics as the previously scheduled maintenance outage. The Company shall respond to the customer's request for an adjustment within one (1) week of that request. The Company may cancel a scheduled Maintenance Power period, with reason, at any time with at least seven (7) days notice to the customer prior to the beginning of a scheduled maintenance outage if conditions on the Company's electrical system warrant such a cancellation. Any scheduled Maintenance Power period cancelled by the Company shall be rescheduled subject to the mutual agreement of the Company and the customer.

Billing -

All power supplied under Maintenance Power Service shall be billed at the applicable rate contained in the Company's full service tariff schedules except for the following modifications: 1) the demand ratchet provision of the Company's full service tariff schedules shall be waived; and 2) the demand charge for Generation shall be fifty (50) percent of the applicable full service tariff Generation demand charge prorated by the number of days that Maintenance Power is taken; and 3) the Distribution, Transmission and Ancillary Services Charges contained in the full service tariff schedules shall be replaced by the Monthly Reservation Charges.

NET MONTHLY BILL (Contd.)

6. Backup Power Service

Requirements –

The customer shall contract with the Company for the level of demand required for Backup Power. The contracted level of Backup Power shall be the lesser of: 1) the transmission and/or distribution capacity required to serve the contracted load; or, 2) the demonstrated capacity of the customer's generating unit(s) for which Backup Power is required. The customer shall notify the Company by telephone within one-hour of the beginning and end of the outage. Within 48 hours of the end of the outage, the customer shall supply written notice to the Company of the dates and times of the outage with verification that the outage had occurred. If the customer can reasonably withstand interruption of the Company's backup power supply, the customer may opt for interruptible Backup Power Service. The notification period for interruption shall be one (1) hour. If the customer fails to respond to the Company's interrupt order, the customer's backup power shall be billed at the firm Backup Power rate and shall be assessed an additional fifty (50) percent of the firm Backup Power rate for all Backup Power taken. Should the customer fail to respond to two (2) consecutive interrupt orders or four (4) interrupt orders in any twelve month period, the Company may require the customer to take Backup Power Service under the firm Backup Power rate provisions.

Billing –

All Backup Power will be billed at the applicable rate contained in the Company's full service tariff schedules except for the following modifications: 1) the demand ratchet provision of the Company's full service tariff schedules is waived; 2) the demand charge for Generation shall be the applicable full service tariff schedule Generation demand charge prorated by the number of days that Backup Power is taken; and 3) the Distribution, Transmission and Ancillary Service Charges contained in the full service tariff schedules shall be replaced by the Monthly Reservation Charges. Customers who take interruptible Backup Power Service will receive a fifty (50) percent reduction in the Generation demand charge for the Backup Power taken.

7. Monthly Reservation Charges

The Monthly Distribution Reservation Charge, Monthly Transmission Reservation Charge and the Monthly Ancillary Services Charge items shown above shall be based on the greater of the contracted demand for Maintenance Power or Backup Power, including interruptible Backup Power. However, where the customer chooses to have both the customer's Backup Power and Maintenance Power provided by a Certified Supplier, only the Monthly Distribution Reservation Charge shall be applicable.

METERING

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

DEFINITIONS

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

Filed pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

DEFINITIONS (Contd.)

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

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

TERMS AND CONDITIONS

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

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

The customer is required to adhere to the Company's requirements and procedures for interconnection as set forth in the Company's publication, "Guideline Technical Requirements for Customer Generation" which is provided to customers requesting service under this rider.

The cost of any additional facilities associated with providing service under the provisions of this rider shall be borne by the customer.

Changes in contracted demand levels may be requested by the customer once each year at the contract anniversary date. This request shall be made at least thirty (30) days in advance of the contract anniversary date.

The Company may enter into special agreements with customers which may deviate from the provisions of this rider. Such agreements shall address those significant characteristics of service and cost which would influence the need for such an agreement.

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

Filed pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

**RIDER SBS
OPTIONAL SUMMARY BILLING SERVICE PILOT**

APPLICABILITY

Applicable to non-residential jurisdictional customers having multiple electric and/or gas accounts with the Company, and who request that the billings for such accounts be summarized on a single statement. Summary Billing provides customers the convenience of receiving and paying one billing statement for their gas and electric utility accounts. The Company and customer shall enter into a service agreement specifying the applicable terms and conditions under which customer agrees to accept Summary Billing. The service agreement shall also identify the individual electric and gas accounts to be included in the Summary Bill, as agreed to by the Company and the customer.

SUMMARY BILLING STATEMENT

The Company will render one Summary Billing Statement each month that will summarize the customer's accounts. Additionally, customers may elect to receive a report that provides details of the associated accounts. Individual detail statements will not be provided, however, customers may elect to access detailed billing information regarding their accounts electronically.

SUMMARY BILL DUE DATE

The amount shown as owed on the Summary Billing Statement shall be due by the Summary Billing due date. The Company shall derive the due date by applying Generally Accepted Accounting Principles and incorporating the Time Value of Money. The Company will review this date in conjunction with any major changes to the Summary Billing Account, i.e., the removal or addition of accounts. Customers agree to waive their rights to the normal grace period between the rendering of the Summary Billing Statement and the due date, as specified in this Tariff. The period of time covered by the Summary Billing Statement shall be a uniform time period as agreed to by the parties prior to billing. Should such time period require revision due to changed circumstances, the Company will inform the customer prior to any such revision.

APPLICATION OF PAYMENT

Payment to the Company in full amount shall satisfy the bill rendered for services and all underlying accounts.

Payment will be considered delinquent if not received by the Company on or before the established Summary Bill due date. After an account becomes sixty (60) days past due, the summary billing agreement may be terminated without further notice.

Underpayments will be used to satisfy the oldest utility balance due first, based on billing date. These payments will then be paid out on the priority order established by the Company. Overpayments will reside on the master account, and be applied to the next billing.

BILLING ERRORS

Customers shall agree to pay the amount of the "summary total" indicated on the Summary Billing Statement. Adjustments to correct any billing errors will be made by the Company to the detail accounts and will be reflected in the following month's summary total.

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 19
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LATE PAYMENT CHARGE

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

BILL INSERTS AND NOTICES

The Company will meet all statutory and regulatory requirements regarding bill inserts and notices by mailing a copy of such information to only the Summary Account.

ADDITIONAL TERMS AND CONDITIONS

There is no additional charge for Summary Billing Services.

Customers wishing to access their detail bills electronically should call the telephone number shown on their summary bill to receive confidential access to their billing information.

The customer may cancel summary billing for any reason upon thirty (30) days written notification to the Company. In the event of termination, the covered accounts will return to the normal billing and collection procedures of the Company.

SERVICE REGULATIONS

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

Filed pursuant to an Order dated March 29, 2006 in Case No. 06-407-GE-ATA before the Public Utilities Commission of Ohio.

Issued: March 31, 2006

Effective: April 3, 2006

Issued by Sandra P. Meyer, President

RIDER ED

ECONOMIC DEVELOPMENT RIDER

AVAILABILITY

Available, at the Company's option, to non-residential customers receiving service under the provisions of one of the Company's non-residential tariff schedules. This Rider is available for load associated with initial permanent service to new establishments, expansion of existing establishments, or new customers in existing establishments who make application to the Company for service under this Rider and the Company approves such application. The new load applicable under this Rider must be a minimum of 1,000 kW at one delivery point. To qualify for service under this Rider, the customer must meet the qualifications as set forth below. Further, the customer must have applied for and received economic assistance from the State or local government or other public agency before the Company will approve a Service Agreement under this Rider. Where the customer is new to the Company's service area or is an existing customer expanding:

- 1) the customer must employ an additional workforce in the Company's service area of a minimum of twenty-five (25) full-time equivalent (FTE) employees per 1,000 kW of new load. Employment additions must occur following the Company's approval for service under this Rider, and;
- 2) the customer's new load must result in capital investment of one million dollars (\$1,000,000) per 1,000 kW of new load, provided that such investment is accompanied by a net increase in FTE employees employed by the customer in the Company's service area. This capital investment must occur following the Company's approval for service under this Rider.

The Company may also consider applying this Rider to an existing customer who, but for economic incentives being provided by the State and/or local government or public agency, would leave the Company's service area. In this event, the following provision applies:

- 1) The customer must agree, at a minimum, to retain the current number of FTE employees.

This Rider is not available to a new customer which results from a change in ownership of an existing establishment. However, if a change in ownership occurs after the customer enters into a Service Agreement for service under this Rider, the successor customer may be allowed to fulfill the balance of the Service Agreement under this Rider. This Rider is also not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is not available for load shifted from one customer to another within the Company's service area.

TYPE OF SERVICE

The service provided shall be 60Hz alternating current provided at the Company's standard distribution or transmission voltage.

Issued pursuant to an Order dated May 31, 2006 in Case No. 05-633-EL-ATA before the Public Utilities Commission of Ohio.

Issued: May 31, 2006

Effective: June 5, 2006

Issued by Sandra P. Meyer, President

NET MONTHLY BILLING

The customer shall comply with all terms of the standard distribution tariff rate under which the customer takes service except that the customer's distribution bill for electric service, less any Rate Adjustment Rider amounts as shown on the standard distribution service tariff, shall be reduced by up to fifty (50) percent for a period of twelve (12) months. The customer will pay the full amount of the riders so indicated including the entirety of the applicable market-based standard service offer. The customer may request an effective date of the Rider which is no later than twelve (12) months after the Service Agreement is approved and signed by the Company. All subsequent billings shall be at the appropriate full standard service tariff rate.

TERMS AND CONDITIONS

The customer must enter into a Service Agreement with the Company which shall specify, among other things, the voltage at which the customer will be served, a description of the amount and nature of the new load and the basis on which the customer requests qualification for this Rider. The customer must affirm that the availability of this Rider was a factor in the customer's decision to locate the new load or retain current load in the Company's service area.

For customers entering into a service Agreement under this Rider due to expansion, the Company may, at the customer's expense, install metering equipment necessary to measure the new load to be billed under the provisions of this Rider separate from the customer's existing load which shall be billed under the applicable standard tariff schedule.

Following the effective date of the Service Agreement, the customer must maintain a minimum demand in accordance with the Service Agreement and maintain a monthly average of 300 hours use of demand. Failure to do so will result in the customer's Service Agreement being terminated.

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

SERVICE REGULATIONS

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

Issued pursuant to an Order dated May 31, 2006 in Case No. 05-633-EL-ATA before the Public Utilities Commission of Ohio.

Issued: May 31, 2006

Effective: June 5, 2006

Issued by Sandra P. Meyer, President

RIDER UR

URBAN REDEVELOPMENT RIDER

APPLICABILITY

Applicable to new customers locating in an existing building of 25,000 square feet or more, which has been unoccupied and/or remained dormant for a period of two years or more, as determined by the Company. The new customer load must be a minimum of 500 kW at one delivery point. In addition, the requested service necessary to serve the new load must not result in additional investment in distribution or transmission facilities by the Company, excepting that minor alterations in the service supplied which can be accomplished feasibly and economically may be allowed.

This Rider is not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is also not available for load shifted from one establishment to another in the Company's service area. However, if a change of ownership occurs after the customer enters into a Service Agreement under this Rider, the successor customer may be allowed to fulfill the balance of the Service Agreement under this Rider.

TYPE OF SERVICE

The service provided shall be 60Hz alternating current provided at the Company's standard distribution or transmission voltage.

NET MONTHLY BILLING

The customer shall comply with all terms of the standard distribution tariff rate under which the customer takes service excepting that the customers' monthly distribution billing amount, less any Rate Adjustment Rider amounts as shown on the standard distribution service tariff, shall be reduced by up to fifty (50) percent for a period of twelve (12) months. The customer will pay the full amount of the riders so indicated including the entirety of the applicable market-based standard service offer. The customer may request an effective date of the Service Agreement which is no later than twelve (12) months after Company's approval of the Service Agreement with the customer. All subsequent billings shall be at the appropriate full standard service tariff rate.

TERMS AND CONDITIONS

The customer shall enter into a Service Agreement with the Company which shall specify, among other things, the voltage at which the customer will be served, the amount and nature of the new load and the basis under which the customer will qualify for this Rider. The customer must also affirm that this Rider was a factor in the customer's decision to locate the new load in the Company's service area.

Following the effective date of the Service Agreement, the customer must maintain a minimum demand in accordance with the Service Agreement and maintain a monthly average of 300 hours use for the twelve (12) month incentive period. Failure to do so will result in the customer's Service Agreement being terminated.

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

Issued pursuant to an Order dated May 31, 2006 in Case No. 05-633-EL-ATA before the Public Utilities Commission of Ohio.

Issued: May 31, 2006

Effective: June 5, 2006

Issued by Sandra P. Meyer, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

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SERVICE REGULATIONS

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

Issued pursuant to an Order dated May 31, 2006 in Case No. 05-633-EL-ATA before the Public Utilities Commission of Ohio.

Issued: May 31, 2006

Effective: June 5, 2006

Issued by Sandra P. Meyer, President

RIDER MSR-E

MERGER SAVINGS CREDIT RIDER – ELECTRIC

APPLICABILITY

Applicable to all retail sales in the Company's electric service area excluding Interdepartmental sales.

MERGER SAVINGS CREDIT RIDER FACTORS

The applicable energy charges for electric service shall be decreased monthly to reflect the sharing of the merger savings, net of merger costs, per the merger savings sharing plan approved by the Commission in Case Nos. 05-0732-EL-MER, 05-0733-EL-AAM and 05-0974-GA-AAM. This Rider shall remain in effect for the period of March 1, 2007 through March 29, 2007.

<u>Rate Group</u>	<u>Rate</u> \$/kWh
Rate RS, Residential Service	0.000817
Rate CUR, Common Use Residential Service	0.000817
Rate ORH, Optional Residential Service with Electric Space Heating	0.000817
Rate TD, Optional Time-of-Day Rate	0.000817
Rate DS, Service at Secondary Distribution Voltage Service	0.000220
Rate EH, Optional Rate for Electric Space Heating	0.000220
Rate DM, Secondary Distribution Service – Small	0.000220
Rate GS-FL, Optional Unmetered for Small Fixed Loads	0.000220
Rate SFL-ADPL, Optional Unmetered Rate for Small Fixed Loads Attached Directly to Company's Power Lines	0.000220
Rate DP, Service at Primary Distribution Voltage	0.000220
Rate TS, Service at Transmission Voltage Primary Voltage	0.000220
Rate SL, Street Lighting Service	0.000220
Rate TL, Traffic Lighting Service	0.000220
Rate OL, Outdoor Lighting Service	0.000220
Rate NSU, Street Lighting Service for Non-Standard Units	0.000220
Rate NSP, Private Outdoor Lighting for Non-Standard Units	0.000220
Rate SC, Street Lighting Service – Customer Owned	0.000220
Rate SE, Street Lighting Service – Overhead Equivalent	0.000220
Rate UOL, Unmetered Outdoor Lighting Electric Service	0.000220

SERVICE REGULATIONS

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

Issued by authority of an Order of the Public Utilities Commission of Ohio dated December 21, 2005 in Case Nos. 05-0732-EL-MER, 05-0733-EL-AAM and 05-0974-GA-AAM.

Issued: February 28, 2007

Issued by Sandra P. Meyer, President

Effective: March 1, 2007

RIDER DR-IM
INFRASTRUCTURE MODERNIZATION RIDER

Rider DR-IM is applicable to all jurisdictional retail customers in the Company's electric service area.

The DR-IM rate to be applied to customer bills beginning with the January 2009 revenue month shown below:

Rate RS	\$0.00 per month
Rate ORH	\$0.00 per month
Rate TD	\$0.00 per month
Rate RS3P	\$0.00 per month
Rate CUR	\$0.00 per month
Rate DS	\$0.00 per month
Rate EH	\$0.00 per month
Rate DM	\$0.00 per month
Rate DP	\$0.00 per month

Filed pursuant to an Order dated _____ in Case No. 08-920-EL-SSO before the Public
Utilities Commission of Ohio.

Issued:

Issued by Julie Janson, President

Effective: January 2, 2009

RIDER DR-ECF
ECONOMIC COMPETITIVENESS FUND RIDER

Rider DR-ECF is applicable to all jurisdictional retail customers in the Company's electric service area.

The DR-ECF rate to be applied to residential customer bills beginning with the January 2009 revenue month is \$0.0000 per kilowatt-hour.

The DR-ECF rate to be applied to non-residential service customer bills beginning with the January 2009 revenue month for distribution service is \$0.0000 per kilowatt-hour, and \$0.00000 per kilowatt-hours for transmission service.

Issued by authority of an Order by the Public Utilities Commission of Ohio, dated _____ in Case No. 08-920-EL-SSO.

Issued:

Effective: January 2, 2009

Issued by Julie Janson, President

RIDER DR-SAWR
ENERGY EFFICIENCY RECOVERY RATE

The DR-SAWR rate shall be determined in accordance with the provisions of Rider DR-SAW, Energy Efficiency Cost Recovery Rider, Sheet No. 97 of this Tariff.

The DR-SAWR to be applied to residential customer bills beginning with the January 2009 revenue month is \$0.0016018 per kilowatt-hour.

The DR-SAWR to be applied to non-residential service customer bills, including transmission service customers participating in SAW programs, beginning with the January 2009 revenue month for distribution service is \$0.001631 per kilowatt-hour.

The DR-SAWR to be applied to transmission service customer bills, not participating in SAW programs, beginning with the January 2009 revenue month is \$0.000049 per kilowatt-hour.

Issued by authority of an Order by the Public Utilities Commission of Ohio, dated _____
in Case Nos. 08-920-EL-SSO.

Issued:

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RIDER DR-SAW

ENERGY EFFICIENCY COST RECOVERY RIDER

APPLICABILITY

Applicable to service rendered under the provisions of Rates RS, TD and ORH (residential class) and Rates DS, DM, DP, TS, EH, GS-FL, SFL-ADPL, RTP and CUR (non-residential class). A non-residential customer, whose total aggregate load in the Company's certified service territory exceeds 3 MW, may be exempt from this tariff by complying with the Commission's rules regarding exemption. The customer must provide written notification which will list all of their accounts to be exempted from this tariff. Customers electing to be exempted from the program will not be credited for any periods previously billed.

CHARGES

The monthly amount computed under each of the rate schedules to which this rider is applicable shall be increased or decreased by the energy DR-SAW Charge at a rate per kilowatt-hour of monthly consumption and, where applicable, a rate per kilowatt of monthly billing demand, in accordance with the following formula:

$$\text{DR-SAW (residential)} = \frac{\text{ACDRC} + \text{ACCOE} + \text{ACCOC} + \text{LM} + \text{TUA, as assigned to the residential class of customers}}{S_{\text{residential}}}$$

$$\text{DR-SAW (nonresidential)} = \frac{\text{ACDRC} + \text{ACCOE} + \text{ACCOC} + \text{LM} + \text{TUA, as assigned to the nonresidential class of customers}}{S_{\text{nonresidential}}}$$

Where,

DR-SAW = Energy Efficiency Adjustment Amount

ACDRC = Avoided Cost of Capacity for Demand Response Revenue Requirement

ACCOE = Avoided Cost of Energy for Conservation Revenue Requirement

ACCOC = Avoided Cost of Capacity for Conservation Revenue Requirement

LM = Lost Margins

TUA = True-up Adjustment to be included in the fourth year of the rider only

S = Projected kWh Sales for the Rider Period for the class (residential or nonresidential) of Ohio retail customers

DR-SAW is calculated for a 12 month period, referred to as the Rider Period.

DR-SAW will be grossed-up for applicable revenue related taxes.

Non-residential Rider DR-SAW recovery shall be allocated 1% to transmission service customers. A transmission service customer that participates in the Save-A-Watt program will be charged the full Rider DR-SAW nonresidential rate.

$$\text{ACDRC} = \text{PDRC} \times \text{ACC} \times \text{X\%}$$

Where,

PDRC = Projected Demand impacts for the measure/program for the vintage applicable to the Rider Period

ACC = Annual Avoided Capacity Market-Based Rate, in \$/year for the year of the Rider Period

X% = Percentage of avoided costs for demand response to be collected through the rider

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CHARGES (Cont'd)

$ACCOE = (\text{NPV at the after-tax weighted average cost of capital of } (PCOE \times ACE) \text{ for each year for the life of the measure/program}) \times Y\%$

Where,

$PCOE = \text{Projected Energy impacts for the measure/program by year for the life of the measure/program for the vintage applicable to the Rider Period}$

$ACE = \text{Marginal energy cost rate by year for the life of the measure/program from the IRP analysis}$

$Y\% = \text{Percentage of avoided costs for conservation to be collected through the rider}$

$ACCOC = (\text{NPV at the after-tax weighted average cost of capital of } (PCOC \times ACC) \text{ for each year for the life of the measure/program}) \times Y\%$

Where,

$PCOC = \text{Projected Demand impacts for the measure/program by year for the life of the measure/program for the vintage applicable to the Rider Period}$

$ACC = \text{Annual Avoided Capacity Market-Based Rate, in \$/year by year for the life of the measure/program escalated at Z.ZZ\% per year}$

$Y\% = \text{Percentage of avoided costs for conservation to be collected through the rider}$

$LM = PLME \times LMR$

Where,

$PLME = \text{Projected Energy impacts for all measures/programs for the vintage applicable to the Rider Period}$

$LMR = \text{Average Retail \$/kwh excluding fuel}$

In the fourth Rider Period, a true-up amount will be included in the Rider DR-SAW rate as follows:

$TUA = ACT + LMT + ECT$

Where,

$ACT = \text{Avoided Cost True-up}$

$LMT = \text{Lost Margins True-up}$

$ECT = \text{Earnings Cap True-up}$

$ACT = ADRCT + ACOET + ACOCT$

Where,

$ADRCT = \text{Avoided Demand Response Capacity True-up}$

$ACOET = \text{Avoided Conservation Energy True-up}$

$ACOCT = \text{Avoided Conservation Capacity True-up}$

$ADRCT = (\text{Year 1}((ADRC - PDRC) \times ACC) + \text{Year 2}((ADRC - PDRC) \times ACC) + \text{Year 3}((ADRC - PDRC) \times ACC)) \times X\%$

Where,

$ADRC = \text{Actual Demand impacts for the measure/program for each vintage year}$

$PDRC = \text{Projected Demand impacts for the measure/program for each vintage year as used in the Rider DR-SAW calculation for each year}$

$ACC = \text{Annual Avoided Capacity Market-Based Rate, in \$/year for the each vintage year as used in the Rider DR-SAW calculation each year}$

$X\% = \text{Percentage of avoided costs for demand response collected through the rider}$

$ACOET = (\text{NPV at the after-tax weighted average cost of capital of } (\text{Year 1}((ACOE - PCOE) \times ACE) \text{ for each year for the life of the measure/program}) + (\text{NPV at the after-tax weighted average cost of capital of } (\text{Year 2}((ACOE - PCOE) \times ACE) \text{ for each year for the life of the measure/program}) + (\text{NPV at the after-tax weighted average cost of capital of } (\text{Year 3}((ACOE - PCOE) \times ACE) \text{ for each year for the life of the measure/program}) \times Y\%$

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CHARGES (Cont'd)

Where,

ACOE = Actual Energy impacts for the measure/program by year for the life of the measure/program for years 1-3 and projected Energy impacts for the measure/program for the remaining years of the life of the measure/program by vintage year

PCOE = Projected Energy impacts for the measure/program by year for the life of the measure/program for each vintage as used in the Rider DR-SAW calculation each year

ACE = Marginal energy cost rate by year for the life of the measure/program from the IRP analysis as used in the Rider DR-SAW calculation each year

Y% = Percentage of avoided costs for conservation collected through the rider

$ACOE = (NPV \text{ at the after-tax weighted average cost of capital of } (Year 1((ACOC - PCOC) \times ACC) \text{ for each year for the life of the measure/program}) + (NPV \text{ at the after-tax weighted average cost of capital of } (Year 2((ACOC - PCOC) \times ACC) \text{ for each year for the life of the measure/program}) + (NPV \text{ at the after-tax weighted average cost of capital of } (Year 3((ACOC - PCOC) \times ACC) \text{ for each year for the life of the measure/program}) \times Y\%$

Where,

ACOC = Actual Demand impacts for the measure/program by year for the life of the measure/program for years 1-3 and projected Demand impacts for the measure/program for the remaining years in the life of the measure/program by vintage year

PCOC = Projected Demand impacts for the measure/program by year for the life of the measure/program for the vintage as used in the Rider DR-SAW calculation each year

ACC = Annual Avoided Capacity Market-Based Rate, in \$/year by year for the life of the measure/program escalated at Z.ZZ% per year as used in the Rider DR-SAW calculation each year

Y% = Percentage of avoided costs for conservation to be collected through the rider

$LMT = Year 1(ALME - PLME) \times LMR + Year 2(ALME - PLME) \times LMR + Year 3(ALME - PLME) \times LMR$

Where,

ALME = Actual Energy impacts for all measures/programs for the vintage

PLME = Projected Energy impacts for all measures/programs for the vintage as used in the Rider DR-SAW calculation each year

LMR = Average Retail \$/kwh excluding fuel as used in the Rider DR-SAW calculation each year

ECT = NIC minus (Greater of NIC or CNI) grossed-up for applicable income and revenue related taxes

Where,

NIC = Net Income Cap

CNI = Calculated Net Income

$NIC = ROIP \times APC$

Where,

ROIP = Return on Investment Cap Percentage

APC = Actual Program Costs for the Years 1-3

ROIP is derived from the following table:

Percentage of Mandate Achieved	Cumulative Return on Investment Cap Percentage (ROIP)
> 125%	15%
116% to 125%	13%
111% - 115%	11%
100% - 110%	6%
< 100%	0%

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CHARGES (Cont'd)

AACS = Actual Avoided Cost Savings

TACS = Targeted Avoided Cost Savings

$AACS = (\text{Sum of Years 1-3 (ACDRC + ACCOE + ACCOC)}) + ACT$

$CNI = AACS \text{ grossed-up for applicable revenue related taxes} - \text{Sum Years 1-3 APC} - RRT - IT$

Where,

$RRT = \text{Revenue related taxes calculated as the appropriate revenue related tax rate} \times AACS$

$IT = \text{Income taxes calculated as the appropriate composite income tax rate} \times (AACS - \text{Sum Years 1-3 APC} - RRT)$

DEMAND RATCHETS

Customer served under the provisions of Rate DS or Rate DP may be eligible to have their billing demand re-determined in recognition of a permanent change in load due to the installation of load control equipment or other measures taken by the customer to permanently reduce the customer's demand.

SERVICE REGULATIONS

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

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SECTION VII END-USE CUSTOMER ENROLLMENT PROCESS

7.1. Certified Supplier Authorization

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, 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. 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

In the event the Director of the Ohio Department of Development (ODOD) aggregates PIPP customers for the purpose of competitively auctioning the supply of Competitive Retail Electric Service, such customers will receive their Commodity service from the successful bidder. In this event, PIPP customers would not be eligible to select another Certified Supplier or to opt out of the Customer Choice Program, as ODOD would mandate the source of electric Commodity for these customers.

7.3. Pre-Enrollment End-use Customer Information List

- a) Upon request, the Company will electronically provide to any supplier certified by the Commission the most recent End-use Customer information list. The supplier will pay the Company \$150.00 for providing the list to the supplier.
- b) The Company will offer the End-use Customer information list beginning on October 1, 2000 with updates available quarterly throughout the Market Development Period. Once the list has been updated, a supplier may not use an End-use Customer information list from a prior quarter to contact End-use Customers, but suppliers shall not be required to purchase subsequent lists.
- c) The Company will provide End-use Customers 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 End-use Customers the option to have all End-use Customer's information listed below reinstated on the End-use Customer information list. The End-use Customer will be provided written notice of his or her options quarterly throughout the Market Development Period and prior to the distribution of the first list.
- d) The following information will be provided on the End-use Customer information list for each End-use Customer who has not requested that all information be removed from this list:
 - i) End-use Customer name
 - ii) Service Address
 - iii) Service City
 - iv) Service State and Zip Code
 - v) Mailing Address
 - vi) Mailing City
 - vii) Mailing 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

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**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 (12) months of historical consumption data (actual energy usage plus demand, if available)
 - e) The Company will provide the End-use Customer information list by either a compact disc or on 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 percentage of income payment plan (PIPP) program will be served exclusively through the PIPP program administered by the Ohio Department of Development.
- 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 (3) 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.
 - d) Specific End-use Customer information will include twelve (12) 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) Certified Suppliers may begin to submit enrollment DASRs on November 20, 2000.
 - c) Enrollment DASRs received November 20, 2000 through December 23, 2000 will be effective on the End-use Customer's January Meter Read Date. Starting December 24, 2000, enrollment DASRs will be effective on the next Meter Read Date provided that it is received by the Company at least twelve (12) calendar days before the next Meter Read Date.
 - d) Enrollment DASRs will be effective according to the following schedule:

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

- i) If an enrollment DADR is received twelve (12) or more days prior to the next regularly scheduled Meter Read Date and no other enrollment DADR is currently pending, the enrollment DADR will be effective on the next regularly scheduled Meter Read Date.
 - ii) If an enrollment DADR is received less than twelve (12) days prior to the next regularly scheduled Meter Read Date and no other enrollment DADR is currently pending, the enrollment DADR will be effective on the second regularly scheduled Meter Read Date after the enrollment DADR is received.
 - iii) If an enrollment DADR is currently pending, and another enrollment DADR is received, the first enrollment DADR will be effective and the second enrollment DADR will be rejected. There cannot be two pending enrollment DADRs for the same account at the same time.
- e) The Company will process all valid DADRs within one (1) business day and send the End-use Customer confirmation within two (2) business days. The Company will electronically advise the Certified Supplier of acceptance. Notice of rejection of the DADR to the Certified Supplier shall also be sent in one business day, if possible, but in no event later than four (4) calendar days, and include the reasons for the rejection.
 - f) The Company shall provide a rescission period as provided 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.
 - g) 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.
 - h) To participate in the Customer Choice Program, an End-use Customer must have an active electric service account with the Company. After the electric service account is active, a Certified Supplier may submit a DADR as described herein.
 - i) If an enrollment DADR for an End-use Customer's active electric service account is submitted for Company Consolidated and Rate Ready or Bill Ready Billing and the Certified Supplier is participating in the Company's Purchase of Accounts Receivable (PAR) Program, the Company will reject the DADR if the Company's account with the End-use Customer has an arrears of 30 days or more totaling \$50.00 or more.
 - j) If an enrollment DADR for an End-use Customer's electric service account actively enrolled with a Certified Supplier and billed on Company Consolidated and Rate Ready or Bill Ready Billing is submitted by another Certified Supplier for Company Consolidated and Rate Ready or Bill Ready Billing and both Certified Suppliers are participating in the Company's Purchase of Accounts Receivable (PAR) Program, the Company will reject the DADR if the account has an arrears of 60 days or more for Certified Supplier charges.
 - k) If an enrollment DADR for an End-use Customer's active electric service account is submitted for Company Consolidated and Bill Ready Billing and the account is currently involved in the Company's summary billing program, the DADR will be rejected until the Company's information system has the capability to accept such DADRs, which will occur by July 1, 2002. Prior to July 1, 2002, in order for an enrollment DADR to be accepted for a summary billing account, the Certified Supplier must submit the DADR with a billing option for either Certified Supplier billing or Company Consolidated and Rate Ready Billing.

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

- l) If an enrollment DASR for an End-use Customer's active electric service account is submitted for Company Consolidated and Bill Ready Billing and the account is currently involved in the Company's adjusted due date program, the DASR will be rejected until the Company's information system has the capability to accept such DASRs, which will occur by November 1, 2002. Prior to November 1, 2002, in order for an enrollment DASR to be accepted for an account with an adjusted due date, the Certified Supplier must submit the DASR with a billing option for either Certified Supplier billing or Company Consolidated and Rate Ready Billing.
- m) The Certified Supplier must submit a TSA Designation Agreement executed by an eligible TSA prior to an enrollment DASR being accepted.
- n) For Consolidated Rate-Ready Company Billing, the Certified Supplier's rates must be in production before a DASR will be accepted.
- o) A separate DASR must be submitted for each service account.
- p) 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.
- q) The Certified Supplier will be responsible for paying any Charge for a successfully processed enrollment DASR, except that the Company shall waive the switching fee for the first 20% of residential End-use Customers that switch to a Certified Supplier during the Market Development Period.

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 (1) 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 (1) business day after confirmation.
- c) Within one (1) 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 Standard Offer Rate

- a) An End-use Customer's return to Standard Offer Rate may be a result of End-use Customer choice, the Company's choice when an End-use Customer has an arrears of 60 days or more for Certified Supplier charges on an account billed on Company Consolidated Billing and served by a Certified Supplier participating in the Company's Purchase of Accounts Receivable (PAR) Program, Certified Supplier default, termination of a Certified Supplier contract, opt out or termination of a governmental aggregation program, or Certified Supplier withdrawal.
- b) An End-use Customer may contact the Company to return to the Company's Standard Offer Rate. The return to the Standard Offer Rate shall be conducted under the same terms and conditions applicable to an enrollment with a Certified Supplier. Thus, the Company will provide a rescission period consistent with the Commission's rules. Provided the End-use Customer has observed the applicable notification requirements and the Company has effectuated the request to return to the Standard Offer Rate twelve (12) calendar days prior to the next regularly scheduled Meter Read Date, the End-use Customer will be returned to the Standard Offer Rate on the next regularly scheduled Meter Read Date.

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

c) Residential End-use Customers

i) Residential End-use Customers ~~will be~~ not be subject to a minimum stay until January 1, 2002.

ii) ~~Beginning May 16, 2002 and throughout the Market Development Period, if a Residential End-use Customer is on the Standard Offer Rate for any part of the period May 16 through September 15 (the stay out period), that Residential End-use Customer must remain on the Standard Offer Rate until the following May 15.~~

Provided that:

1) ~~Residential End-use Customers may switch at any time if the Residential End-use Customer has not previously switched.~~

2) ~~Following the stay out period through the following May 15, returning Residential End-use Customers may switch to another Certified Supplier or elect service under Rider AG, Optional Alternative Generation Service, at any time for the remainder of the Market Development Period; however, if the Residential End-use Customer returns again to the Standard Offer Rate, the Residential End-use Customer has the option of the minimum stay requirements or Rider AG, Optional Alternative Generation Service.~~

iii) If a Residential End-use Customer's Certified Supplier defaults or the Residential End-use Customer opts out of a governmental aggregation program, the Residential End-use Customer will return to the Company's Standard Offer Rate ESP-SSO and may switch to another Certified Supplier at any time. A Residential End-use Customer opting out of a governmental aggregation program must contact and inform the Company of the "opt out" decision so the Company is aware that the Residential End-use Customer should not be subject to the minimum stay requirement.

iv) ~~To avoid the above minimum stay requirement, Residential End-use Customers may select the Company's Rider AG, Optional Alternative Generation Service. Rider AG, Optional Alternative Generation Service allows Residential End-use Customers a minimum stay of one (1) billing cycle and contains market based rates. Market rates are based on the next month NYMEX Cinergetics futures contract price, as of the fourth business day prior to the end of the current calendar month, adjusted for load factor and line losses or another publicly available index price, adjusted for load factor and line losses. In no event shall the market based price be below the Standard Offer Rate.~~

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END-USE CUSTOMER ENROLLMENT PROCESS (Contd.)

The Residential End-use Customer will be mailed a letter the day following the successful processing of a DASR returning the Residential End-use Customer to the Company. The letter will state (1) the date by which the Residential End-use Customer must choose Rider AG, Optional Alternative Generation Service, which is an alternative to the minimum stay period; (2) the Residential End-use Customer will return to the Company's Standard Offer Rate if the Residential End-use Customer does not choose Rider AG, Optional Alternative Generation Service; and (3) the minimum stay period during which the Residential End-use Customer will be ineligible to switch if the Residential End-use Customer returns to the Standard Offer Rate. If a Residential End-use Customer returns to the Company, the Residential End-use Customer, absent an affirmative action, is placed on the Standard Offer Rate. The Residential End-use Customer has until twelve (12) calendar days before their first meter read after their return to the Company to choose the Company's service under Rider AG, Optional Alternative Generation Service. A returning Residential End-use Customer who does not make such selection between service under Rider AG, Optional Alternative Generation Service or the Standard Offer Rate will remain on the Standard Offer Rate and be subject to the above minimum stay requirements.

The above process provides the Residential End-use Customer with more than the minimum required fourteen (14) days notice before the Residential End-use Customer would be subject to a minimum stay. A returning Residential End-use Customer who chooses Rider AG, Optional Alternative Generation Service in the appropriate time frame will be billed under Rider AG, Optional Alternative Generation Service from the time of their initial return until the Residential End-use Customer selects either a Certified Supplier or the Standard Offer Rate.

d) Small Commercial and Industrial End-use Customers

- i) Small Commercial and Industrial End-use Customers will beare not subject to a minimum stay beginning January 1, 2002.
- ii) If a Small Commercial and Industrial End-use Customer served by a Certified Supplier agrees to remain off the ESP-SSO through December 31, 2011 (in exchange for avoiding Rider SRA-SRT and receiving a shopping credit) or receives generation service through a governmental aggregation that has agreed to this arrangement returns to the ESP-SSO prior to December 31, 2011, such Small Commercial and Industrial End-use Customer will be billed a monthly early return premium based on 15% of the applicable generation charges and Riders described in Tariff 19 in addition to the normal charges calculated per the ESP-SSO.
- iii) iii) If a Small Commercial and Industrial End-use Customer served by a Certified Supplier individually or as part of a governmental aggregation pays Rider SRA-SRT while switched and does not receive a shopping credit, such Small Commercial and Industrial End-use Customer may return to the ESP-SSO without being charged an early return premium.

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- ii) ~~Beginning May 16, 2002 and throughout the Market Development Period, if a Small Commercial and Industrial End-use Customer is on the Standard Offer Rate for any part of the period May 16 through September 15 (the stay-out period), that Small Commercial and Industrial End-use Customer must remain on the Standard Offer Rate until the following May 15.~~

~~Provided that:~~

- ~~1) Small Commercial and Industrial End-use Customers may switch at any time if the Small Commercial and Industrial End-use Customer has not previously switched.~~
- ~~2) Following the stay-out period through the following May 15, returning Small Commercial and Industrial End-use Customers may switch to another Certified Supplier or elect service under Rider AG, Optional Alternative Generation Service, at any time for the remainder of the Market Development Period; however, if the Small Commercial and Industrial End-use Customer returns again to the Standard Offer Rate, the Small Commercial and Industrial End-use Customer has the option of the minimum stay requirements of Rider AG, Optional Alternative Generation Service.~~

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

iii) ~~If a Small Commercial and Industrial End-use Customer's Certified Supplier defaults or the Small Commercial and Industrial End-use Customer opts out of a governmental aggregation program, the Small Commercial and Industrial End-use Customer will return to the Company's Standard Offer Rate and may switch to another Certified Supplier at any time. A Small Commercial and Industrial End-use Customer opting out of a governmental aggregation program must contact and inform the Company of the "opt out" decision so the Company is aware that the Small Commercial and Industrial End-use Customer should not be subject to the minimum stay requirement.~~

iv) ~~To avoid the above minimum stay requirement, Small Commercial and Industrial Customers may select the Company's Rider AG, Optional Alternative Generation Service. Rider AG, Optional Alternative Generation Service allows Small Commercial and Industrial Customers a minimum stay of one (1) billing cycle and contains market rates. Market rates based on the next month NYMEX Cincergy futures contract price, as of the fourth business day prior to the end of the current calendar month, adjusted for load factor and line losses or another publicly available index price, adjusted for load factor and line losses. In no event shall the market based price be below the Standard Offer Rate.~~

If a Small Commercial and Industrial Customer returns to the Company, the Small Commercial and Industrial Customer, ~~absent an affirmative action, is placed on the Standard Offer Rate~~ESP-SSO. The Small Commercial and Industrial End-use Customer will be mailed a letter the day following the successful processing of a DASR returning the Small Commercial and Industrial End-use Customer to the Company.

~~The letter will state (1) the date by which the Small Commercial and Industrial End-use Customer must choose Rider AG, Optional Alternative Generation Service, which is an alternative to the minimum stay period; (2) the Small Commercial and Industrial End-use Customer will return to the Company's Standard Offer Rate if the Small Commercial and Industrial End-use Customer does not choose Rider AG, Optional Alternative Generation Service; and (3) the minimum stay period during which the Small Commercial and Industrial End-use Customer will be ineligible to switch if the Small Commercial and Industrial End-use Customer returns to the Standard Offer Rate. The Small Commercial and Industrial End-use Customer has until twelve (12) calendar days before its first meter read after its return to the Company to choose the Company's Rider AG, Optional Alternative Generation Service.~~

~~The above process provides the Small Commercial and Industrial End-use Customer with more than the minimum fourteen (14) days notice before the Small Commercial and Industrial End-use Customer would be subject to a minimum stay. A returning Small Commercial and Industrial Customer who does not make such selection between Rider AG, Optional Alternative Generation Service or the Standard Offer Rate will remain on the Standard Offer Rate and be subject to the above minimum stay requirements. A returning Small Commercial and Industrial Customer who chooses Rider AG, Optional Alternative Generation Service in the appropriate time frame will be billed under Rider AG, Optional Alternative Generation Service from the time of its initial return until the Small Commercial and Industrial Customer selects either a Certified Supplier or the Standard Offer Rate.~~

e) Large Commercial and Industrial End-use Customers

i) If a Large Commercial and Industrial End-use Customer served by a Certified Supplier agrees to remain off the ESP-SSO through December 31, 2011 (in exchange for avoiding Rider SRA-SRT and receiving a shopping credit) or receives generation service through a governmental aggregation that has agreed to this arrangement returns to the ESP-SSO between May 15th and September 16th and prior to December 31, 2011, such Large

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Commercial and Industrial End-use Customer must remain on the ESP-SSO for twelve (12) consecutive billing cycles (minimum stay) and will be billed a monthly early return premium based on 15% of the applicable generation charges and Riders described in Tariff 19 in addition to the normal monthly charges calculated per the ESP-SSO.

ii) If a Large Commercial and Industrial End-use Customer served by a Certified Supplier agrees to remain off the ESP-SSO through December 31, 2011 (in exchange for avoiding Rider SRA-SRT and receiving a shopping credit) or receives generation service through a governmental aggregation that has agreed to this arrangement returns to the ESP-SSO outside the May 15th through September 16th timeframe and prior to December 31, 2011, such Large Commercial and Industrial End-use Customer will not be subject to a minimum stay and will be billed a monthly early return premium based on 15% of the applicable generation charges and Riders described in Tariff 19 in addition to the normal charges calculated per the ESP-SSO.

iii) If a Large Commercial and Industrial End-use Customer served by a Certified Supplier individually or as part of a governmental aggregation pays Rider SRA-SRT while switched and does not receive a shopping credit, such Large Commercial and Industrial End-use Customer may return to the ESP-SSO without being subject to a minimum stay and without being charged an early return premium.

Beginning January 1, 2001, Large Commercial and Industrial Customers returning to the Standard Offer Rate must remain on the Standard Offer Rate for a period of not less than 12 consecutive Billing Cycles.

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- ii) ~~The Company offers an exit fee for Large Commercial and Industrial End-use Customers to switch from the Company before the end of the Company's minimum stay requirement. The exit fee, that may vary based on the Large Commercial and Industrial End-use Customer size or rate class, will be offered to allow the Large Commercial and Industrial End-use Customer to avoid meeting the minimum stay requirement. The formula for the exit fee is contained in the Service Regulations in the P.U.C.O. Electric No. 19. Large Commercial and Industrial End-use Customers must provide prior notification to the Company before returning to the Company's Standard Offer Rate.~~
- i) Notification Periods for Large Commercial and Industrial End-use Customers
- 1) Large Commercial and Industrial End-use Customers are subject to a ninety (90) day notification period before returning to the Company's Standard Offer Rate between May 1 and October 31.
 - 2) Large Commercial and Industrial End-use Customers are subject to a minimum of sixty (60) days notification period before returning to the Company's Standard Offer Rate between November 1 and April 30.
 - 3) Large Commercial and Industrial End-use Customers returning to the Company's Standard Offer Rate without 60 or 90 days prior notice (whichever is applicable) will be assessed a charge of \$10/KW, based on peak KW demand during the three (3) Billing Cycles subsequent to their return.
- iv) ~~If a Large Commercial and Industrial End-use Customer's Certified Supplier defaults or the Large Commercial and Industrial End-use Customer opts out of a governmental aggregation program, the Large Commercial and Industrial End-use Customer will return to the Company's Standard Offer Rate and may switch to another Certified Supplier at any time. A Large Commercial and Industrial End-use Customer opting out of a governmental aggregation program must contact and inform the Company of the "opt out" decision so the Company is aware that the Large Commercial and Industrial End-use Customer should not be subject to the minimum stay requirement.~~
- v) ~~Large Commercial and Industrial End-use Customers that receive the lower shopping credit will have seven (7) days from the date of the postmark of the confirmation notice to notify the Company, in writing, that the Large Commercial and Industrial End-use Customer chooses to rescind the enrollment due to a conditional contract with the Certified Supplier that is conditional on receiving the higher shopping credit. If the Large Commercial and Industrial End-use Customer fails to notify the Company during the seven (7) day period, then the Company shall deem the enrollment to be final. The Company's switching practices, including the ability to rescind, have no effect on the contractual obligations existing between the Certified Supplier and the End-use Customer. Any disputes arising between the Certified Supplier and the End-use Customer regarding any provision of the contract must be resolved between the Certified Supplier and the End-use Customer.~~
- (vi) ~~The following large commercial and industrial customers are not subject to minimum stay requirements.~~
- ~~• Customers who have been awarded shopping credits and who elect to avoid Rider SRT in 2006.~~
 - ~~• Customers who have been awarded shopping credits and who elect to avoid Riders RSC and AAC anytime during the period January 1, 2006 through December 31, 2008.~~
 - ~~• Customers who have not been awarded shopping credits and who elect to avoid Rider RSC and AAC anytime during the period January 1, 2005 through December 31, 2008.~~

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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.

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SECTION VII END-USE CUSTOMER ENROLLMENT PROCESS

7.1. Certified Supplier Authorization

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, 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. 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

In the event the Director of the Ohio Department of Development (ODOD) aggregates PIPP customers for the purpose of competitively auctioning the supply of Competitive Retail Electric Service, such customers will receive their Commodity service from the successful bidder. In this event, PIPP customers would not be eligible to select another Certified Supplier or to opt out of the Customer Choice Program, as ODOD would mandate the source of electric Commodity for these customers.

7.3. Pre-Enrollment End-use Customer Information List

- a) Upon request, the Company will electronically provide to any supplier certified by the Commission the most recent End-use Customer information list. The supplier will pay the Company \$150.00 for providing the list to the supplier.
- b) The Company will offer the End-use Customer information list beginning on October 1, 2000 with updates available quarterly throughout the Market Development Period. Once the list has been updated, a supplier may not use an End-use Customer information list from a prior quarter to contact End-use Customers, but suppliers shall not be required to purchase subsequent lists.
- c) The Company will provide End-use Customers 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 End-use Customers the option to have all End-use Customer's information listed below reinstated on the End-use Customer information list. The End-use Customer will be provided written notice of his or her options quarterly throughout the Market Development Period and prior to the distribution of the first list.
- d) The following information will be provided on the End-use Customer information list for each End-use Customer who has not requested that all information be removed from this list:
 - i) End-use Customer name
 - ii) Service Address
 - iii) Service City
 - iv) Service State and Zip Code
 - v) Mailing Address
 - vi) Mailing City
 - vii) Mailing 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

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- x) 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 (12) months of historical consumption data (actual energy usage plus demand, if available)
- e) The Company will provide the End-use Customer information list by either a compact disc or on 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 percentage of income payment plan (PIPP) program will be served exclusively through the PIPP program administered by the Ohio Department of Development.
- 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 (3) 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.
 - d) Specific End-use Customer information will include twelve (12) 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) Certified Suppliers may begin to submit enrollment DASRs on November 20, 2000.
 - c) Enrollment DASRs received November 20, 2000 through December 23, 2000 will be effective on the End-use Customer's January Meter Read Date. Starting December 24, 2000, enrollment DASRs will be effective on the next Meter Read Date provided that it is received by the Company at least twelve (12) calendar days before the next Meter Read Date.
 - d) Enrollment DASRs will be effective according to the following schedule:

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- i) If an enrollment DASR is received twelve (12) 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 (12) 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.
- e) The Company will process all valid DASRs within one (1) business day and send the End-use Customer confirmation within two (2) 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 (4) calendar days, and include the reasons for the rejection.
- f) The Company shall provide a rescission period as provided 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.
- g) 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.
- h) To participate in the Customer Choice Program, an End-use Customer must have an active electric service account with the Company. After the electric service account is active, a Certified Supplier may submit a DASR as described herein.
- i) If an enrollment DASR for an End-use Customer's active electric service account is submitted for Company Consolidated and Rate Ready or Bill Ready Billing and the Certified Supplier is participating in the Company's Purchase of Accounts Receivable (PAR) Program, the Company will reject the DASR if the Company's account with the End-use Customer has an arrears of 30 days or more totaling \$50.00 or more.
- j) If an enrollment DASR for an End-use Customer's active electric service account is submitted for Company Consolidated and Bill Ready Billing and the account is currently involved in the Company's summary billing program, the DASR will be rejected until the Company's information system has the capability to accept such DASRs, which will occur by July 1, 2002. Prior to July 1, 2002, in order for an enrollment DASR to be accepted for a summary billing account, the Certified Supplier must submit the DASR with a billing option for either Certified Supplier billing or Company Consolidated and Rate Ready Billing.

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- k) If an enrollment DASR for an End-use Customer's active electric service account is submitted for Company Consolidated and Bill Ready Billing and the account is currently involved in the Company's adjusted due date program, the DASR will be rejected until the Company's information system has the capability to accept such DASRs, which will occur by November 1, 2002. Prior to November 1, 2002, in order for an enrollment DASR to be accepted for an account with an adjusted due date, the Certified Supplier must submit the DASR with a billing option for either Certified Supplier billing or Company Consolidated and Rate Ready Billing.
- l) The Certified Supplier must submit a TSA Designation Agreement executed by an eligible TSA prior to an enrollment DASR being accepted.
- m) For Consolidated Rate-Ready Company Billing, the Certified Supplier's rates must be in production before a DASR will be accepted.
- n) A separate DASR must be submitted for each service account.
- o) 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.
- p) The Certified Supplier will be responsible for paying any Charge for a successfully processed enrollment DASR, except that the Company shall waive the switching fee for the first 20% of residential End-use Customers that switch to a Certified Supplier during the Market Development Period.

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 (1) 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 (1) business day after confirmation.
- c) Within one (1) 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 Waiver of Rider SRA-SRT

- a) During the ESP period, Small Commercial and Industrial End-use Customers and Large Commercial and Industrial End-use Customers served by a Certified Supplier may avoid Rider SRA-SRT and receive a shopping credit (Rider SC) if they agree to remain off ESP-SSO service through December 31, 2011.
- b) For a Small Commercial and Industrial End-use Customer or a Large Commercial and Industrial End-use Customer to avoid (waive) Rider SRA-SRT and receive a shopping credit (Rider SC), the following steps must be followed:
 - i) The Small Commercial and Industrial End-use Customer or Large Commercial and Industrial End-use Customer or their agent must submit a Rider SRA-SRT Waiver Notification form found on the Company's web site.
 - ii) Within 30 days of the Company's receipt of the Rider SRA-SRT Waiver Notification form, the Small Commercial and Industrial End-use Customer or Large Commercial and Industrial End-use Customer must either sign the Company's Customer Agreement for the waiver program or

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provide the Company acceptable proof that they have a fully executed contract with a Certified Supplier securing generation service through December 31, 2011.

- iii) If the requirements in paragraphs i) and ii) above are met, the waiver of Rider SRA-SRT and the associated shopping credit (Rider SC) become effective for the appropriate account number(s) on the regularly scheduled Meter Read Date(s) for the account number(s) that occur(s) at least 60 days subsequent to the Company's receipt of the Rider SRA-SRT Waiver Notification form submitted per paragraph i) above.
- c) Small Commercial and Industrial End-use Customers and Large Commercial and Industrial End-use Customers receiving generation service through a governmental aggregator will avoid (waive) Rider SRA-SRT and receive a shopping credit (Rider SC) if the governmental aggregator notifies the Company at least sixty (60) days prior to the start of the governmental aggregation of its intent to place all Small Commercial and Industrial End-use Customers and Large Commercial and Industrial End-use Customers served by the governmental aggregation on the Rider SRA-SRT waiver program and to maintain the governmental aggregation through December 31, 2011. Small Commercial and Industrial End-use Customers and Large Commercial and Industrial End-use Customers receiving generation service through such a governmental aggregation who do not want to participate in the Rider SRA-SRT waiver program may request the Company to bill them monthly for Rider SRA-SRT and to not apply a monthly shopping credit (Rider SC) to their bill.
- d) Any Small Commercial and Industrial End-use Customer or Large Commercial and Industrial End-use Customer participating in the Rider SRA-SRT waiver program, including those receiving generation service through a governmental aggregation, who returns to the ESP-SSO prior to December 31, 2011, will be billed a monthly early return premium described in section 7.8 of this Tariff Sheet.

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

- a) An End-use Customer's return to ESP-SSO service may be 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, or Certified Supplier withdrawal.
- b) An End-use Customer may contact the Company to return to the Company's ESP-SSO service. The return to the Standard Offer Rate shall be conducted under the same terms and conditions applicable to an enrollment with a Certified Supplier. Thus, the Company will provide a rescission period consistent with the Commission's rules. Provided the End-use Customer has observed the applicable notification requirements and the Company has effectuated the request to return to the Standard Offer Rate twelve (12) calendar days prior to the next regularly scheduled Meter Read Date, the End-use Customer will be returned to the Standard Offer Rate on the next regularly scheduled Meter Read Date.

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c) Residential End-use Customers

- i) Residential End-use Customers are not subject to a minimum stay.
- ii) If a Residential End-use Customer's Certified Supplier defaults or the Residential End-use Customer opts out of a governmental aggregation program, the Residential End-use Customer will return to the Company's ESP-SSO and may switch to another Certified Supplier at any time. A Residential End-use Customer opting out of a governmental aggregation program must contact and inform the Company of the "opt out". The Residential End-use Customer will be mailed a letter the day following the successful processing of a DASR returning the Residential End-use Customer to the Company.

d) Small Commercial and Industrial End-use Customers

- i) A Small Commercial and Industrial End-use Customer participating in the Rider SRT/IMF waiver program who as of September 30, 2008 was being served by a Certified Supplier under a contract that expires on or after January 1, 2009, may return to the ESP-SSO without being charged a monthly early return premium (described in paragraph iii) below) if the Small Commercial and Industrial End-use Customer notifies the Company of its desire to return to the ESP-SSO no less than sixty (60) days prior to the expiration of their current contract with the Certified Supplier, excluding contract extensions.
- ii) Small Commercial and Industrial End-use Customers are not subject to a minimum stay.
- iii) If a Small Commercial and Industrial End-use Customer served by a Certified Supplier agrees to remain off the ESP-SSO through December 31, 2011 (in exchange for avoiding Rider SRA-SRT and receiving a shopping credit) or receives generation service through a governmental aggregation that has agreed to this arrangement returns to the ESP-SSO prior to December 31, 2011, such Small Commercial and Industrial End-use Customer will be billed a monthly early return premium based on 15% of the applicable generation charges and Riders described in Tariff 19 in addition to the normal charges calculated per the ESP-SSO.
- iv) If a Small Commercial and Industrial End-use Customer served by a Certified Supplier individually or as part of a governmental aggregation pays Rider SRA-SRT while switched and does not receive a shopping credit, such Small Commercial and Industrial End-use Customer may return to the ESP-SSO without being charged an early return premium.
- v) A Small Commercial and Industrial End-use Customer who enters a contract to be served by a Certified Supplier after December 31, 2008, and participates in the Rider SRT waiver program may return to the ESP-SSO on the January, 2012 regularly scheduled Meter Read Date(s) for their account(s) without being charged a monthly early return premium (described in paragraph iii) above) if the Small Commercial and Industrial End-use Customer notifies the Company of its desire to return to the ESP-SSO no less than sixty (60) days prior to the January, 2012 regularly scheduled Meter Read Date(s).

If a Small Commercial and Industrial Customer returns to the Company, the Small Commercial and Industrial Customer is placed on the ESP-SSO. The Small Commercial and Industrial End-use Customer will be mailed a letter the day following the successful processing of a DASR returning the Small Commercial and Industrial End-use Customer to the Company.

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e) Large Commercial and Industrial End-use Customers

- i) A Large Commercial and Industrial End-use Customer participating in the Rider SRT/IMF waiver program who as of September 30, 2008 was being served by a Certified Supplier under a contract that expires on or after January 1, 2009, may return to the ESP-SSO without being charged a monthly early return premium (described in paragraph iii) below) if the Large Commercial and Industrial End-use Customer notifies the Company of its desire to return to the ESP-SSO no less than sixty (60) days prior to the expiration of their current contract with the Certified Supplier, excluding contract extensions.
- ii) If a Large Commercial and Industrial End-use Customer served by a Certified Supplier agrees to remain off the ESP-SSO through December 31, 2011 (in exchange for avoiding Rider SRA-SRT and receiving a shopping credit) or receives generation service through a governmental aggregation that has agreed to this arrangement returns to the ESP-SSO between May 15th and September 16th and prior to December 31, 2011, such Large Commercial and Industrial End-use Customer must remain on the ESP-SSO for twelve (12) consecutive billing cycles (minimum stay) and will be billed a monthly early return premium based on 15% of the applicable generation charges and Riders described in Tariff 19 in addition to the normal monthly charges calculated per the ESP-SSO.
- iii) If a Large Commercial and Industrial End-use Customer served by a Certified Supplier agrees to remain off the ESP-SSO through December 31, 2011 (in exchange for avoiding Rider SRA-SRT and receiving a shopping credit) or receives generation service through a governmental aggregation that has agreed to this arrangement returns to the ESP-SSO outside the May 15th through September 16th timeframe and prior to December 31, 2011, such Large Commercial and Industrial End-use Customer will not be subject to a minimum stay and will be billed a monthly early return premium based on 15% of the applicable generation charges and Riders described in Tariff 19 in addition to the normal charges calculated per the ESP-SSO.
- iv) If a Large Commercial and Industrial End-use Customer served by a Certified Supplier individually or as part of a governmental aggregation pays Rider SRA-SRT while switched and does not receive a shopping credit, such Large Commercial and Industrial End-use Customer may return to the ESP-SSO without being subject to a minimum stay and without being charged an early return premium.
- v) A Large Commercial and Industrial End-use Customer who enters a contract to be served by a Certified Supplier after December 31, 2008, and participates in the Rider SRT waiver program may return to the ESP-SSO on the January, 2012 regularly scheduled Meter Read Date(s) for their account(s) without being charged a monthly early return premium (described in paragraph iii) above) if the Small Commercial and Industrial End-use Customer notifies the Company of its desire to return to the ESP-SSO no less than sixty (60) days prior to the January, 2012 regularly scheduled Meter Read Date(s).

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