

Large Filing Separator Sheet

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SECTION VI CREDIT REQUIREMENTS

6.1. Credit Application

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

6.2. Determination of Creditworthiness

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

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

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

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

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

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

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

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SECTION VI
CREDIT REQUIREMENTS (Contd.)

6.3. Interest on Cash Deposits

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

6.4. On-going Credit Evaluation

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

6.5. Financial Obligation – Dispute Resolution

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

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

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SECTION VII END-USE CUSTOMER ENROLLMENT PROCESS

7.1. Certified Supplier Authorization to Enroll

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

7.2. Percentage of Income Payment Plan (PIPP) Customers

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

7.3. Pre-Enrollment End-use Customer Information List

- a) Upon request, the Company will electronically provide to any Certified Supplier or Certified Broker/Aggregator the most recent End-use Customer information list. The Certified Supplier or Certified Broker/Aggregator will pay the Company \$150.00 for providing the list to the supplier or broker/aggregator.
- b) The End-use Customer information list will be updated quarterly. Once the list has been updated, a Certified Supplier or Certified Broker/Aggregator may not use an End-use Customer information list from a prior quarter to contact End-use Customers, but Certified Suppliers and Certified Broker/Aggregators shall not be required to purchase subsequent lists.
- c) The Company will provide each End-use Customer the option to have all the End-use Customer's information listed in the section below removed from the End-use Customer information list. At the same time, the Company will also provide each End-use Customer the option to have all End-use Customer's information listed below reinstated on the End-use Customer information list. Each End-use Customer will be provided written notice of his or her options on a quarterly basis.
- d) The following information will be provided on the End-use Customer information list for each End-use Customer that has not requested that its information be removed from this list:
 - i) End-use Customer name
 - ii) Service address
 - iii) Service city
 - iv) Service state and zip code
 - v) 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 months of historical consumption data (actual energy usage plus demand, if available)
 - xvi) Meter number
 - xvii) Customer classification
 - xviii) Special rate indicator
- e) The Company will provide the End-use Customer information list on either a compact disc or a designated website. The information will be prepared and distributed in a uniform and useable format that allows for data sorting. End-use Customers participating in the PIPP program will be served exclusively through the PIPP program administered by the Ohio Department of Development.
- 7.4. Certified Supplier Requests for End-use Customer Information
- a) Certified Suppliers may request historical Interval Meter data through a DASR after receiving the appropriate End-use Customer authorization. The Interval Meter data will be transferred in a standardized electronic transaction. The Certified Supplier will be responsible for the incremental costs incurred to prepare and send such data. The charges for these services are listed in this tariff.
 - b) Generic End-use Customer information will be readily available on a designated web site.
 - c) For End-use Customer specific information and to decrease the possibility of End-use Customer "slamming", the Certified Suppliers must obtain, and maintain in their files, End-use Customer authorizations, as dictated by Commission rules, which authorize the release of the End-use Customer's historical usage data. These authorizations must be made available to the Company, upon request, within three business days and must be retained by the Certified Supplier for a period not less than two calendar years after the calendar year in which received or such longer period as may be required by law or Commission rules.
 - d) Specific End-use Customer information will include twelve months of historical data (if available) including monthly kWh usage, Meter Read Dates, and associated monthly maximum demand history, if applicable.
- 7.5. Direct Access Service Requests (DASRs)
- a) Enrollment of individual End-use Customers, including individual End-use Customers participating in an aggregation or governmental aggregation program, is done through a DASR for each service account, which may be submitted only by Certified Suppliers.
 - b) An enrollment DASR will be effective on the next Meter Read Date, provided that it is received by the Company at least twelve calendar days before the next Meter Read Date.
 - c) Enrollment DASRs will be effective according to the following schedule:

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- i) If an enrollment DASR is received twelve or more days prior to the next regularly scheduled Meter Read Date and no other enrollment DASR is currently pending, the enrollment DASR will be effective on the next regularly scheduled Meter Read Date.
 - ii) If an enrollment DASR is received less than twelve days prior to the next regularly scheduled Meter Read Date and no other enrollment DASR is currently pending, the enrollment DASR will be effective on the second regularly scheduled Meter Read Date after the enrollment DASR is received.
 - iii) If an enrollment DASR is currently pending, and another enrollment DASR is received, the first enrollment DASR will be effective and the second enrollment DASR will be rejected. There cannot be two pending enrollment DASRs for the same account at the same time.
- d) The Company will process all valid DASRs within one business day and send the End-use Customer confirmation within two business days. The Company will electronically advise the Certified Supplier of acceptance. Notice of rejection of the DASR to the Certified Supplier shall also be sent in one business day, if possible, but in no event later than four calendar days, and shall include the reasons for the rejection.
- e) The Company shall provide a rescission period as required by the Commission's rules. If the End-use Customer rescinds, the Company shall send a drop notice to the Certified Supplier. In the event of End-use Customer rescission, the previous Certified Supplier will continue to serve the End-use Customer under the same terms and conditions.
- f) Enrollments will be processed on a "first in" priority basis based on the received date, using contract date as the tiebreaker. If the contract date is the same, enrollments will be processed "first in" based on when the enrollment was electronically received by the Company.
- g) To participate in the Customer Choice Program, an End-use Customer must have an established electric service account with the Company. Accounts are established upon the assignment of an account number. Account numbers are assigned by the Company when a new party requests electric service for an existing location and upon meter installation for new construction. A Certified supplier may submit a DASR as described herein after the electric service account number is established.
- h) 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 PAR Program, the Company will reject the DASR if the Company's account with the End-use Customer has arrears of 30 days or more totaling \$50.00 or more.
- i) A separate DASR must be submitted for each service account.
- j) If a Certified Supplier has reached its participation limit as described in Section VI - Credit Requirements, additional enrollment DASRs from the Certified Supplier will be rejected and returned to the Certified Supplier until the Company approves additional credit enhancements.
- k) The Certified Supplier will be responsible for paying any Charge for a successfully processed enrollment DASR.

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

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

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

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

7.8. Dispute Resolution

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

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**SECTION VIII
END-USE CUSTOMER INQUIRIES AND REQUESTS FOR INFORMATION**

- 8.1. End-use Customer Requests for Program Information and/or Usage Data
- a) The Company will send an information package containing a summary of customers' rights and obligations, including a current list of Certified Suppliers, to the End-use Customer's service or mailing address, under the following circumstances:
 - i) To all new End-use Customers, including any End-use Customer who opens a new account and has not received such a customer rights summary within the preceding year.
 - ii) To any End-use Customer upon request.
 - b) The Company will maintain a list of Certified Suppliers, which list will identify all Certified Suppliers currently registered to enroll End-use Customers in the Company's service territory. The list of Certified Suppliers will also designate, if available, which customer classes Certified Suppliers will be serving. This list will be updated at least quarterly and will be available to End-use Customers as follows:
 - i) The list will be posted on a designated website.
 - ii) The list, together with an information package containing a summary of the program, will be supplied to any End-use Customer, upon request, and to any new End-use Customer, as set forth in Section 8.1(a).
 - c) End-use Customers may contact the Company and request their twelve-month usage data, which will be sent to the End-use Customer's service or mailing address.
- 8.2. End-use Customer Inquiries Concerning Billing-Related Issues
- a) End-use Customer inquiries concerning the Company's charges or services should be directed to the Company.
 - b) End-use Customer inquiries concerning a Certified Supplier's charges or services should be directed to the Certified Supplier.
- 8.3. End-use Customer Inquiries Related to Emergency Situations and Outages
- a) The Company will be responsible for responding to all inquiries related to distribution service, emergency system conditions, outages and safety situations. End-use Customers contacting the Certified Supplier with such inquiries should be referred directly to the Company.
 - b) It may be necessary for the Company to curtail or shed End-use Customer load at the request of the Transmission Provider, or as otherwise provided by Commission-approved tariffs or required by NERC Reliability Standards. In such cases, the Company will follow the provisions of the Commission's rules and orders, NERC Reliability Standards, the Company's own Bulk Power Emergency Plan, or Energy Emergency Rules contained in the Company's Retail Tariff.

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SECTION IX METERING SERVICES AND OBLIGATIONS

9.1. Equipment Standards

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

9.2. Meter Ownership and Maintenance

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

9.3. Meter Requirements

- a) Interval Meters will be required for End-use Customers that select a Certified Supplier and have a maximum annual peak demand greater than or equal to 100 kW for the most recent twelve-month period.
- b) The End-use Customer or Certified Supplier may request an Interval Meter for use at any account below the interval meter threshold.
- c) The Company may require Interval Metering, at the Company's expense, for any other End-use Customer based on a review of the End-use Customer's rate schedule, billing history, and class Load Profile information. If installed, the Interval Meter will be used for retail billing and settlement purposes.

9.4. Interval Meter Charges and Installation Process

a) Charges

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

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

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

9.5. Meter Reading

a) Regularly Cycled Meter Reads

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

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METERING SERVICES AND OBLIGATIONS (Contd.)**

b) Estimated Reads

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

c) Special Meter Reads

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

d) Meter Testing

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

e) End-use Customer Meter Reads

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

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SECTION X BILLING SERVICES AND OBLIGATIONS

10.1. Billing Options

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

10.2. Billing Cycle

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

10.3. Generation Resource Mix

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

10.4. Transmitting of Meter Reading Information

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

10.5. Setting Up Certified Suppliers' Rates

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

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

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SECTION X
BILLING SERVICES AND OBLIGATIONS (Contd.)

10.6. Timetable for Setting up Certified Suppliers' Rates

- a) The Company defines standard rates as falling into one of five rate types:
 - 1) a Nonvolumetric Rate
 - 2) a Flat Rate
 - 3) a Multi-tiered Rate
 - 4) a Time-of-Use Rate
 - 5) a Percentage-off Rate
- b) The Company will have five calendar days to set up and system test any standard rates other than those under the Percentage-off Rate option and fifteen days to set up and system test standard rates under the Percentage-off Rate option, before sending the tested rates back to the Certified Supplier for approval.
- c) For End-use Customers that have a maximum annual peak demand greater than or equal to 100 kW for the most recent twelve-month period, the required interval metering will be used to support the Certified Suppliers' billing options. If an End-use Customer has a maximum annual peak demand less than 100 kW and the Company must install special metering to support a Certified Supplier's billing option, the End-use Customer will be responsible for the incremental costs of upgrading the present meter plus all costs associated with the installation of that metering equipment.
- d) Within three business days after the Company receives the approval of rates from the Certified Supplier, the rates will be placed in production in the Company's billing system and will be available for billing.
- e) When the rates are in the Company's billing system and are available for billing, the Certified Supplier may send an enrollment DASR for accounts it wants to be billed on the new rate.
- f) All DASRs received before the rate is in production will be rejected.

10.7. Electronic Transmission of End-use Customer Billing Data

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

10.8. Incremental Processing Fees

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

10.9. Company Consolidated and Bill-Ready Billing

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

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

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BILLING SERVICES AND OBLIGATIONS (Contd.)

- b) The charges received from the Certified Supplier by the Company in standard electronic format for each account will contain no more than five charge amounts with five associated charge descriptions.
- c) Charge descriptions will be no longer than thirty-five characters each (including punctuation and spaces), and charge amounts will not exceed fourteen characters each (including spaces, dollar sign, decimal, and, if applicable, negative sign).
- d) If a Certified Supplier submits a charge description(s) longer than thirty-five characters and there are fewer than five charge amounts in the submission for the account, the Company will wrap the charge description(s) to the next thirty-five character line on its invoice and will continue this process up to the point where all charge descriptions submitted for the account do not exceed a total of five lines of thirty-five characters on the Company's invoice. The corresponding charge amounts will appear in a column to the right of where each charge description ends.
- e) If wrapping causes charge descriptions to exceed five lines of thirty-five characters, each charge description will be truncated at thirty-five characters and will be printed on the Company's current invoice with the corresponding charge amount appearing in a column to the right of each charge description.
- f) If a Certified Supplier submits more than five charge amounts for an account, the Company will reject the entire submission for the account via a standard electronic format.
- g) The Company will allow up to eight lines on its invoice to display the details of the Certified Supplier's charges as follows:
 - i) The Company will display the Certified Supplier's name on line 1.
 - ii) The Company will display the date range for the billing period on line 2.
 - iii) The charge descriptions and charge amounts submitted by the Certified Supplier will be displayed on lines 3 thru 7 (provided that all 5 of the lines are necessary).
 - iv) The Company will sum the charge amounts submitted by the Certified Supplier and display the total on line 8 or on the line following the last charge description submitted by the Certified Supplier.
 - v) In situations where the Certified Supplier receives revised usage information for an account from the Company in a standard electronic format, the Company will provide an additional line on its invoice for the total amount of each month of cancelled charges it receives from the Certified Supplier in a standard electronic format. The Company will display the date range and the dollar amount of the cancelled charges, provided that the fourteen (14) character charge amount limit is not exceeded, on an additional line for each month of cancelled charges. The Certified Supplier's corrected charges, submitted to the Company in a standard electronic format, will be displayed on the Company's invoice as described in parts i) through iv) above for each month of corrected charges. Certified Suppliers will not include cancelled charges within the same standard electronic transaction where corrected charges are submitted to the Company.
- i) End-use Customer payments for Certified Supplier charges will be remitted by the Company to the appropriate Certified Supplier as described in Section 11.2 herein.
- j) The Certified Supplier will reimburse the Company for the Company's incremental cost associated with each Company Consolidated and Bill-Ready bill that the Company generates on behalf of the Certified Supplier. The Charges billable to the Certified Supplier for this service are listed on Sheet No. 52 herein.

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SECTION X
BILLING SERVICES AND OBLIGATIONS (Contd.)

10.10. Budget Billing

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

10.11. Special Messages

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

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

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

11.1. Payments

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

11.2. Payment Processing

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

11.3. End-use Customers in Arrears

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

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

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

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

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

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

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

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

11.4. Disconnection of Service

- a) The Company may disconnect service to an End-use Customer for non-payment of Regulated Utility Charges only in accordance with Chapters 4901:1-10 and 4901:1-18 of the Ohio Administrative Code, except in the situation where the Company is purchasing the Certified Supplier's receivables under the PAR program.
- b) Pursuant to Chapters 4901:1-10 and 4901:1-18 of the Ohio Administrative Code, the Company is not permitted to disconnect service to the End-use Customer for nonpayment of Certified Supplier charges, except in the situation where the Company is purchasing the Certified Supplier's receivables under the PAR program. Nor are Certified Suppliers permitted to physically disconnect electric service for nonpayment of the Certified Supplier charges.
- c) If the Company disconnects service to an End-use Customer, the End-use Customer's Certified Supplier will be notified within five business days of processing the disconnect order, if the End-use customer's service has not been restored by such date.
- d) If the Company restores the End-use Customer's service under the same account number within the five-business day period, no notification to that End-use Customer's Certified Supplier will be given.

11.5 Transfer of End-use Customer Deposit

If the Certified Supplier participates in the Company's Purchase of Accounts Receivable program and if the Certified Supplier holds a deposit from the End-use Customer, the Certified Supplier shall retain the deposit until required to refund such deposit to the End-use Customer, except where the Company has notified the Certified Supplier that the End-use Customer is 60 days or more in arrears for Certified Supplier charges that the Company has acquired under the Purchase of Accounts Receivable program. In that case, the Certified Supplier shall transfer the End-use Customer's deposit to the Company within three business days of receipt of such notice, unless the Company's Purchase of Accounts Receivable agreement with the Certified Supplier provides otherwise.

11.6 Purchase of Accounts Receivable (PAR)

- a) In order to participate in the Company's PAR program, a Certified Supplier must first sign an Account Receivables Purchase Agreement with the Company, which may include, but will not be limited to, the following provisions:
- i) Purchase price, procedures, and fees
 - ii) Obligations of the parties
 - iii) Representations and warranties
 - iv) Covenants of Seller
 - v) Conditions Precedent
 - vi) Administration and Collection
 - vii) Termination
 - viii) Indemnification

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

- b) If a change DASR for an End-use Customer electric service account actively enrolled with a Certified Supplier is submitted by the Certified Supplier to change the billing option from Certified Supplier billing to Company Consolidated and Rate-Ready or Bill-Ready billing and the Certified Supplier is participating in the Company's PAR program, the Company will reject the change DASR if the Company's account with the End-use Customer has an arrears of 30 days or more, totaling \$50.00 or more.

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SECTION XII
CERTIFIED SUPPLIER BILLING TERMS AND CONDITIONS

12.1. Billing and Payments

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

12.2. Late Payment Charges

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

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

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

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SECTION XIII
LOAD PROFILING AND FORECASTING

13.1. Generic Load Profiles

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

13.2. Load Profile Updates

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

13.3. Certified Supplier Daily Forecasting Process

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

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SECTION XIV METER DATA MANAGEMENT

14.1. Meter Data Collection

The Company, acting as the designated Meter Data Management Agent for the Certified Supplier, will supply hourly load data to Transmission Provider, for the Certified Supplier. The Company will provide this data in accordance with the OATT, including estimates when necessary. The Company will be held harmless for any actions taken while performing Meter Data Management Agent responsibilities. Meter data collected by the Company shall be used to calculate the quantity of energy actually consumed by a Certified Supplier's End-use Customers for a particular period. Such collection shall occur at the time of an End-use Customer's monthly meter read. Thus, in order to measure the energy consumed by all End-use Customers on a particular day, at least one month is required for data collection. Typically, the Company is able to calculate and provide hourly usage data for a Certified Supplier's load, for a calendar month, 45 to 60 days after the end of that calendar month. It is the responsibility of the Certified Supplier to understand this process.

14.2. Monthly-Metered End-use Customers

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

14.3. Interval-Metered End-use Customers

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

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SECTION XV TRANSMISSION SCHEDULING AGENTS

15.1. Participation through a Transmission Scheduling Agent

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

15.2. Designation or Change of a Transmission Scheduling Agent

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

15.3. Scheduling and Settlement through a Transmission Scheduling Agent

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

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SECTION XVI
CONFIDENTIALITY OF INFORMATION

16.1 Generally

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

16.2 Disclosure of Confidential Information

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

16.3 Use of Confidential Information

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

16.4 Exclusive Property

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

16.5 Breach of Confidentiality

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

16.6 Rights of the Parties

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

16.7 Applicability

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

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

17.1. Notice of Voluntary Withdrawal to the Company

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

17.2. Notice to End-use Customers

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

17.3. Costs for Noncompliance

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

17.4. Breach of Contract

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

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SECTION XVIII LIABILITY

18.1. General Limitation on Liability

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

18.2. Limitation on Liability for Service Interruptions and Variations

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

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

19.1 Default

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

- a) Notice is received that the Certified Supplier/TSA relationship is terminated and either (1) the Certified Supplier fails to designate a new TSA within five business days or (2) the new entity acting as TSA fails to begin scheduling power within ten business days of its designation as such.
- b) The Certified Supplier fails to fully pay an invoice from the Company within three business days following the due date of the invoice.
- c) The Certified Supplier's credit exposure exceeds the unsecured credit limit or the Company's current collateral enhancement requirement by 5% or more and the Certified Supplier has failed to comply with the Company's request for adequate security or adequate assurance of payment within three (3) business days of the Company's request.
- d) The Commission has decertified the Certified Supplier or otherwise declared it ineligible to participate in the Ohio Customer Choice Program or the Company's Customer Choice Program.
- e) The Certified Supplier's action or inaction has or will jeopardize the operational integrity, safety, or reliability of the Company's transmission or distribution system.
- f) The Certified Supplier or the performing services on behalf of the Certified Supplier, through actions or inactions, becomes in default of any agreement with or requirement of MISO.
- g) The Certified Supplier misuses the Company Consolidated and Bill-Ready Billing option by incorrectly using the name of the Company or the name of one of the Company's affiliates in a charge description or otherwise using this billing option in a misleading or defamatory manner.
- h) The Certified Supplier voluntarily withdraws from the Company's Customer Choice Program without providing at least ninety calendar days notice to the Company.
- i) The Certified Supplier files a voluntary petition in bankruptcy; has an involuntary petition in bankruptcy filed against it; is insolvent; has a receiver, liquidator or trustee appointed to take charge of its affairs; has liabilities that exceed its assets; or is otherwise unable to pay its debts as they become due.

19.2 Notice of Suspension or Termination

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

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

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

19.3. Suspension

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

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

19.4. Effect of Suspension

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

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

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

19.6. Effect of Termination on Certified Supplier

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

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

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

19.7. Survival of Obligations

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

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Sheet No. 50.2
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SECTION XX
ALTERNATIVE DISPUTE RESOLUTION

20.1. Alternative Dispute Resolution Procedure

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

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**SECTION XXI
MISCELLANEOUS**

21.1. Notices

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

21.2. No Prejudice of Rights

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

21.3. Assignment

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

21.4. Governing Law

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

21.5. Effect of Future Orders

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

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**RATE CS
CERTIFIED SUPPLIER CHARGES**

APPLICABILITY

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

TYPES OF CHARGES

General Certified Supplier Fees

Certified Supplier Registration Fee	\$145.00
End-use Customer Enrollment/Switching Fee (Excludes Governmental Aggregation enrollments/switches)	\$ 7.00/Switch
Pre-Enrollment End-use Customer Information List Fee (Issued quarterly)	\$150.00/List
Fee for Submitting Required Market Monitoring Reports for Certified Suppliers	\$155.00/Submission

Customer Usage Request Charges

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

Bill Preparation and Request Charges

Consolidated Bill Preparation

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

Other Bill Preparation Requests

Request by Certified Supplier for a one page Duplicate Bill	\$0.26/Bill
Fee for Providing Commission-Mandated Abandonment Notices as Bill Messages	\$0.22/Bill
Fee for Providing a Company Consolidated and Bill-Ready Residential Bill	\$0.112/Bill
Fee for Providing a Company Consolidated and Bill-Ready Commercial Bill	\$0.536/Bill
Fee for Providing a Company Consolidated and Bill-Ready Industrial Bill	\$6.531/Bill
Fee for Providing a Company Consolidated and Bill-Ready Bill to Other Public Authorities	\$1.298/Bill

PURCHASE OF ACCOUNTS RECEIVABLE

The Company will negotiate a discount rate for purchase of Certified Supplier accounts receivable with each individual Certified Supplier, consistent with the guidelines approved by the Commission in its Finding and Order dated September 13, 2001, in Case No. 00-813-EL-EDI.

BILLING TERMS AND CONDITIONS

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

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

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**RATE CSMS
CERTIFIED SUPPLIER METER SERVICE CHARGES**

APPLICABILITY

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

TYPE OF SERVICE

Meter Testing Charges

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

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

Special Meter Reading Requests

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

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

BILLING TERMS AND CONDITIONS

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

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

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Cancelled and Withdrawn

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DUKE ENERGY OHIO

Certified Supplier Tariff

Company Office Location

139 East Fourth Street

Cincinnati, OH 45202

Issued: ~~March 31, 2006~~

Effective: ~~April 3, 2006~~

**Issued by
~~Sandra P. Meyer~~ Julia S. Janson - President
Duke Energy Ohio
139 East Fourth Street
Cincinnati, OH 45202**

Duke Energy Ohio
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Cincinnati, Ohio 45202

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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS

"Ancillary Services" means— those services that are necessary to support the transmission of energy from generation resources to End-use Customer loads while maintaining reliable operation of the transmission provider's transmission system in accordance with Good Utility Practice. As used herein, "Ancillary Services" include, but are not limited to, Ancillary Services as defined by Order Nos. 888 and 888A No. 890 issued by the FERC on April 24, 1996 and March 4, 1997, respectively February 16, 2007, as amended.

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

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

"Backcast" means— an after-the-fact recalculation of a Certified Supplier's estimated hourly load obligation based upon actual weather and system load. This will be used to determine preliminary Energy Imbalance.

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

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

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

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

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

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

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

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

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

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

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

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

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

~~Cinergy Control Area— that certain Control Area encompassing the franchised electric utility service territories of Cinergy Corp.~~

~~Cinergy Control Area Operator— the entity responsible for the scheduling of energy delivered into, out of, and through the Cinergy Control Area.~~

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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

~~Duke Energy Shared Services—Duke Energy Shared Services, Inc., a service company subsidiary of Cinergy Corp. and an affiliate of Duke Energy Ohio.~~

"Commission" means— the Public Utilities Commission of Ohio.

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

~~Communication Link—a telephone line, cellular telephone, or other means of transmitting data from a meter to the Company's remote meter reading hardware.~~

"Company" means— Duke Energy Ohio, Inc.

"Competitive Retail Electric Service" means— any service involved in supplying or arranging for the supply of electrical energy to End-use Customers from the point of generation to point of consumption that has been declared competitive pursuant to the Ohio Revised Code or an Order of the Commission.

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

~~Control Area—an electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:~~

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

~~Coordination Services—those services that permit the type of interface and coordination between the Certified Supplier and the Company in connection with the delivery of electricity to End-use Customers located within the Company's service territory, including load forecasting, certain scheduling related functions and reconciliation.~~

"Customer Choice Program" means— the program offered in the State of Ohio as of January 1, 2001, under which where an End-use Customer may select a Certified Supplier.

"DASR" means— (Direct Access Service Request)— an electronic form of communication that shall be exchanged between the Company and a Certified Supplier in certain circumstances.

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

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

"Duke Energy Business Services Ancillary Services Tariff" means either the Ancillary Services tariff that is filed with and accepted by FERC and under which certain Ancillary Services Charges are billed in the Company's service

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territory or that portion of the Transmission Provider's OATT under which those certain Ancillary Services Charges are billed.

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

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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

~~ECAR (East Central Area Reliability) the NERC reliability council area which provides electric service to the states of Indiana, Michigan, Ohio and parts of eastern Kentucky, western Virginia, western Maryland, western Pennsylvania, Northern Tennessee and West Virginia. The organizational purpose of ECAR is to ensure the reliability of the interconnected electricity network of its members.~~

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

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

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

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

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

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

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

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

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

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

"Interval Meter" means an electricity meter which ~~that~~ records an End-use Customer's electric usage for a defined intervals (e.g., 15 minutes, half hour, hour, etc.), allowing the possibility for consumption during different time periods to be billed at different rates and providing a means for an End-use Customer's load pattern to be analyzed.

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

"kWh" means (kilowatt-hour), One kWh is defined as the basic unit of electric energy equal to one kilowatt of power supplied to or taken from an electrical circuit steadily for one hour. One kilowatt-hour equals 1,000 watt-hours.

~~Large Commercial and Industrial End-use Customer for the purpose of switching rules, an End-use Customer who uses electricity for nonresidential purposes and consumes greater than or equal to 700,000 kWh of electricity per year or is part of a national account involving multiple facilities in one or more states.~~

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~~LDC (Local Distribution Company) — an entity that has been granted the authority or has an obligation pursuant to state or local law, regulation or franchise to transmit and distribute electric energy to End-use Customers located within a jurisdictional service territory.~~

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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

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

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

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

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

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

MW (megawatt)—one megawatt equals one million watts or 1,000 kilowatts.

MWh (megawatt-hour)—one megawatt hour equals one million watt-hours or 1,000 kilowatt-hours.

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

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

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

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

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

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

"NERC" means— (North American Electric Reliability Council Corporation, the electric reliability organization under the jurisdiction of FERC, that is responsible for creating and enforcing standards associated with the reliability of the Bulk Electric System)—formed by electric utilities in 1968 to promote the reliability of the electricity supply for North America.

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

"Non-volumetric Rate" means— a flatfixed monthly charge to the End-use Customer, regardless of the amount of consumption for a given period of time.

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"OASIS" means { Open Access Same Time Information Systems, which are electronic systems established pursuant to}— FERC Final Order No. 889 requires Transmission Providers to establish electronic systems, called OASIS, to share information about Transmission Providers' their available transfer capability and dictates standards of conduct. Transmission Providers use OASIS to electronically communicate information about their transmission systems and services to all potential customers at the same time.

"OATT" means { Open Access Transmission, Energy and Operating Reserve Market Tariff}—the Open Access Transmission Tariff, which is the open access transmission tariff on file with the FERC and which sets forth the rates, terms, and conditions of transmission service over transmission facilities located in the Cinergy Control Transmission Provider's Balancing Authority Area, which includes the Duke Energy Ohio Transmission System, or any successor transmission tariff for similar service.

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

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

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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

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

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

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

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

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

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

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

"Residential End-use Customer" means—~~for the purpose of switching rules, an End-use Customer who uses electricity for residential purposes.~~

"Retail Tariff" means ~~a Company (P.U.C.O. Tariff No. 10)~~—a tariff filed with the Commission ~~as P.U.C.O. Tariff No. 19 and by the Company containing the Company's Service service Regulationsregulations, Tariff tariff Rate-rate Scheduleschedules, and (Tariff Rider-rider Schedules-schedules for End-use Customers.~~

~~Rider AG (Optional Alternative Generation Service) applicable to Residential and Small Commercial and Industrial End-use Customers which permits the End-use Customer a (1) Billing Cycle minimum stay. The rider establishes a market-based rate based on the next month NYMEX Cinergy 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, plus a ten (10) percent administrative fee, or another publicly available index price, adjusted for load factor and line losses, plus a ten (10) percent administrative fee. In no event shall the market based rate be below the Standard Offer Rate.~~

~~Schedule—a document prepared by the Certified Supplier or its designated TSA and submitted to the Cinergy Control Area Operator in accordance with NERC Policy 3, that provides the schedule for receipt and delivery of energy for the benefit of End-use Customers.~~

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

~~Small Commercial and Industrial End-use Customer—for the purpose of switching rules, an End-use Customer who uses electricity for nonresidential purposes and consumes less than 700,000 kWh of electricity per year and is not part of a national account involving multiple facilities in one or more states.~~

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

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

Standard Offer Rate—a rate offered by the Company as approved by the Commission to End-use Customers in its service territory for all essential electric service to End-use Customers who are not receiving competitive services from a Certified Supplier, including a firm supply of electric generation service.

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

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DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS (Contd.)

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

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

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

"Transmission Provider" means— the entity providing transmission service as described in administering the OATT-filed-with-the-FERC and providing transmission service to transmission customers under applicable transmission service agreements.

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

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

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SERVICE REGULATIONS

SECTION I - THE CERTIFIED SUPPLIER TARIFF

1.1. Filing ~~And~~ and Posting

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

1.2. Revisions

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

1.3. Application

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

1.4. Service Regulations

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

1.5. Statement by Agents

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

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SECTION II SCOPE AND PURPOSE OF TARIFF

2.1. Applicability of Terms to Certified Suppliers

The Certified Supplier Tariff sets forth the basic requirements for interactions and coordination between the Company, as the ~~LDG provider of distribution services~~, and the Certified Supplier necessary for ensuring the delivery of Competitive Retail Electric Service from Certified Suppliers to their End-use Customers ~~commencing on or after January 1, 2001~~.

2.2. Joint Undertakings

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

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SECTION III
RELATIONSHIPS AMONG CUSTOMER CHOICE PROGRAM PARTICIPANTS

3.1. End-use Customer to Company

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

3.2. Certified Supplier to End-use Customer

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

~~By purchasing electric energy from a Certified Supplier, an End-use Customer authorizes the Certified Supplier to arrange for transmission services and appropriate Ancillary Services with the Cinergy Control Area or an alternate third party provider to be used in the transmission and distribution of electric power and energy to the End-use Customer. In arranging for such transmission services and Ancillary Services, the Certified Supplier will act as a Transmission Customer, if eligible, and otherwise will retain a TSA, under the applicable tariffs on file with the FERC in connection with such transactions.~~

3.3. Certified Supplier and its Designated TSA to the Company

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

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

~~Cinergy Services~~ Duke Energy Business Services shall bill the entity acting as the TSA for transmission services and the appropriate Ancillary Services, and the TSA shall agree to pay such amounts in accordance with the terms of the ~~OATT~~ Duke Energy Business Services Ancillary Services Tariff.

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

4.1. Availability of Certified Supplier Services

The Company or its agent shall make available, at a tarified rate, Certified Supplier Services, as defined in the attached rate schedules. ~~In the event of a transmission constraint, the Certified Supplier or its designated TSA shall be responsible for making necessary arrangements for the delivery of electrical energy into the Cincergy Control Area.~~

4.2. Timeliness and Due Diligence

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

4.3. Duty of Cooperation

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

4.4. State Licensing Certification

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

4.5. Registration and Participation Requirements

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

4.6. Energy Procurement

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

4.7. Certified Supplier Wholesale Power Responsibilities

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

4.8. Multiple Certified Suppliers

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

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

4.9. Partial Competitive Retail Electric Service

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

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

4.10. Retail Energy Imbalance

~~At the time Energy Imbalance occurs, the Cinergy Control Area will not have real time data available for each End-use Customer's consumption. However, metering on the Cinergy Control Area Transmission System will allow such imbalances to be detected, and the Cinergy Control Area will react accordingly. Specifically, if consumption is greater than the scheduled amount, Cinergy Control Area will automatically supply its own power to make up for the deficiency. If consumption is less than the scheduled amount, Cinergy Control Area will automatically back down its own generation by the amount of oversupply. Energy Imbalance will be settled according to the provisions set forth in the OATT.~~

~~Energy Imbalance will be charged according to the OATT Schedule 4R Retail Energy Imbalance. Such Charges shall be billed directly to the Certified Supplier or its designated TSA, whichever entity is the Transmission Customer. Any default or dispute concerning Energy Imbalance will be settled in accordance with the OATT.~~

~~Calendar month hourly Energy Imbalances will be supplied to the entity acting as TSA within sixty (60) days after the end of a calendar month.~~

4.11. Real Power Transmission Losses

~~A Certified Supplier or its designated TSA must arrange for real power losses on the Cinergy Bulk and the Company's Common transmission systems, as set forth in the OATT and associated business practices.~~

4.12. Distribution Losses

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

4.13. Back-up Generation

~~If notice is received that the Certified Supplier/TSA relationship is terminated, the Company shall be the back-up supplier of energy. The Certified Supplier shall either designate another TSA or assume the TSA function itself (if eligible) within five (5) business days of the termination of the Certified Supplier/TSA relationship. The new entity acting as the TSA shall begin scheduling power within ten (10) business days after designation by the Certified Supplier. The Certified Supplier may be on Back-up Generation service for a total of fifteen (15) business days. The Certified Supplier agrees to pay the Company such Charges defined in the Certified Supplier Back-up Generation Charges, until the new TSA's services are active. The Certified Supplier's failure to comply with these requirements shall render it in default as described in Section XX of the Certified Supplier Tariff.~~

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

4.4411. Scheduling

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

4.15. Consolidated Scheduling

~~Schedules may be combined if submitted to a single dispatch center using a single class of transmission service (e.g. network service) and the transmission service, for all loads scheduled, provides for the same method of calculating Energy Imbalance settlements. Such consolidated scheduling, shall, for example, permit the combined scheduling of retail loads across affiliated utilities in a single state that use a single dispatch center and for combined scheduling for retail and wholesale loads under the above stated circumstances.~~

4.4612. Reliability Requirements

A Certified Supplier or its designated TSA shall satisfy all reliability requirements ~~issued~~ imposed by the Commission, ECAR, FERC, NERC, ReliabilityFirst, or any successor organizations or any other governing reliability councils with authority over the Certified Supplier or its designated TSA. Any penalties or sanctions issued by such organizations' governing reliability councils to the registered entity for the Duke Energy Ohio Transmission System will be apportioned by the Company to any Certified Supplier or its designated TSA whose actions contributed to the violation in reasonable proportion to the degree in which the actions contributed to the violation. Cinergy Control Area will be apportioned by the Cinergy Control Area Operator, in its sole discretion, to any Certified Supplier or its designated TSA whose actions contributed to the violation. A Certified Supplier or its designated TSA shall abide by the decisions and actions of the Cinergy Control Area Operator in regards to standard operating policies established by ECAR, including the ECAR reserve sharing program, and apportionment of penalties or sanctions.

4.4713. Supply of Data

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

4.18. Communication Requirements

~~A Certified Supplier or its designated TSA must be equipped with the communications capabilities necessary for a TSA to conduct business as a transmission customer. A TSA must have installed communication capabilities that enable it to reserve and confirm transmission and ancillary services on the transmission provider's OASIS and submit NERC electronic tags for each transaction. As industry standards for communication capabilities change, the TSA must make the necessary changes to continue to conduct business as a transmission customer.~~

4.4914. Record Retention

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

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SECTION IV
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4.2015. Payment Obligation

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

4.2416. Certified Supplier Marketing and Solicitation

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

4.2217. Company Standards of Conduct with Respect to Marketing Affiliates

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

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

4.2318. Emergency Operation

If the Transmission Provider or Duke Energy Corporation the Cinergy Control Area Operator determines that an emergency exists, the Certified Supplier or its designated TSA shall comply with any reliability the Cinergy Control Area Operator's directives issued by the Transmission Provider or Duke Energy Corporation, as required by NERC Reliability Standards.

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SECTION V
CERTIFIED SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS

5.1. Registration and Participation Requirements

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

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

5.2. Registration Process

The Company shall approve or disapprove the supplier's registration within thirty ~~(30)~~ calendar days of receipt of complete registration information from the supplier. The ~~thirty-thirty~~ ~~(30)~~-day time period may be extended for up to thirty (30) days for good cause shown, or until such other time as is mutually agreed to by the supplier and the Company.

~~The approval process shall include, but is not limited to: successful completion of the credit requirements and receipt of the required collateral, if any, by the Company; executed EDI Trading Partner Agreement and Certified Supplier Service Agreement; payment and receipt of the supplier registration fee and completion of EDI testing for applicable transaction set necessary to commence service.~~

The Company will notify the supplier of incomplete registration information within ten ~~(10)~~ calendar days of receipt. The notice shall include a description of the missing or incomplete information.

5.3. Registration Notification

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

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

5.4. Changes in Registration Information

The enrolled Certified Supplier will notify the Company, in writing, on an on-going basis, of any change to the information it was required to provide to the Company or Commission during the registration process. If the Company receives information from any source that suggests that the Certified Supplier's registration information has changed, the Company may require the Certified Supplier to supply current information regarding the ~~Certified Supplier's~~ continued eligibility for registration. The Certified Supplier is required to respond to such requests in writing within five (5) business days.

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

5.5. Transmission and Ancillary Services

The Certified Supplier is also responsible for obtaining transmission and Ancillary Services associated with the transmission and distribution of electrical energy, including transmission and Distribution Losses, to its End-use Customers. The Certified Supplier may contract with a TSA to obtain these services. If a Certified Supplier acts as its own TSA or contracts with a different entity to act as TSA for these services, the Certified Supplier shall notify the Company in the form of the designation described in Section ~~46~~ 15.2 herein.

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SECTION VI CREDIT REQUIREMENTS

6.1. Credit Application

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

6.2. Determination of Creditworthiness

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

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

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

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

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

The Company will calculate the amount of the Certified Supplier's collateral requirement by multiplying thirty (30) days of the Company's estimate of the Certified Supplier's summer usage times a price set at the next July forward index price, as established by a generally accepted industry price index for wholesale power delivered to the "Cinergy Hub," and subtracting therefrom the amount of the Certified Supplier's allowed unsecured credit limit.

If the Certified Supplier has voluntarily entered into an agreement whereby the Company purchases the Certified Supplier's receivables, then the Company will reduce the collateral it requires from the Certified Supplier by an amount equal to thirty (30) days of the Company's estimate of the summer kilowatt-hours used by the Certified Supplier's customers, divided by two (2), multiplied by the Certified Supplier's specific price per kilowatt hour, and multiplied by the difference between one and the portion of one representing the Company's current experience with uncollectible accounts.

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SECTION VI CREDIT REQUIREMENTS (Contd.)

6.3. Interest on Cash Deposits

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

6.4. On-going Credit Evaluation

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

6.5. Financial Obligation – Dispute Resolution

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

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

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SECTION VII END-USE CUSTOMER ENROLLMENT PROCESS

7.1. Certified Supplier Authorization to Enroll

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

7.2. Percentage of Income Payment Plan (PIPP) Customers

~~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 individually eligible to select another a 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 Certified Supplier or Certified Broker/Aggregator ~~certified by the Commission~~ the most recent End-use Customer information list. The Certified Supplier or Certified Broker/Aggregator will pay the Company \$150.00 for providing the list to the supplier or broker/aggregator.
- b) ~~The Company will offer the End-use Customer information list will be updated beginning on October 1, 2000 with updates available quarterly throughout the Market Development Period. Once the list has been updated, a Certified Supplier or Certified Broker/Aggregator may not use an End-use Customer information list from a prior quarter to contact End-use Customers, but Certified Suppliers and Certified Broker/Aggregators shall not be required to purchase subsequent lists.~~
- c) The Company will provide each End-use 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 each End-use Customers the option to have all End-use Customer's information listed below reinstated on the End-use Customer information list. Each End-use Customer will be provided written notice of his or her options on a quarterly basis ~~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 that~~ has not requested that its information be removed from this list:
 - i) End-use Customer name
 - ii) Service Address address
 - iii) Service City city
 - iv) Service State state and Zip zip Code code
 - v) Mailing Address address
 - vi) Mailing City city
 - vii) Mailing State state and Zip zip Code code
 - viii) Rate Schedule schedule under which service is rendered, including class and sub-class (if applicable)

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- ix) Rider (if applicable)
- x) Load Profile ~~profile~~ Reference ~~reference~~ Category ~~category~~

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- xi) ~~Meter Type-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)
 - xvi) Meter number
 - xvii) Customer classification
 - xviii) Special rate indicator
- e) The Company will provide the End-use Customer information list ~~by-on~~ 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 or such longer period as may be required by law or Commission rules.
 - 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~~ An enrollment DASR 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.
 - c) Enrollment DASRs will be effective according to the following schedule:

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- i) If an enrollment DSR is received twelve (12) or more days prior to the next regularly scheduled Meter Read Date and no other enrollment DSR is currently pending, the enrollment DSR will be effective on the next regularly scheduled Meter Read Date.
- ii) If an enrollment DSR is received less than twelve (12) days prior to the next regularly scheduled Meter Read Date and no other enrollment DSR is currently pending, the enrollment DSR will be effective on the second regularly scheduled Meter Read Date after the enrollment DSR is received.
- iii) If an enrollment DSR is currently pending, and another enrollment DSR is received, the first enrollment DSR will be effective and the second enrollment DSR will be rejected. There cannot be two pending enrollment DSRs for the same account at the same time.
- d) The Company will process all valid DSRs within one (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 DSR 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 shall include the reasons for the rejection.
- e) The Company shall provide a rescission period as required 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.
- gf) 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.
- hg) To participate in the Customer Choice Program, an End-use Customer must have an active established electric service account with the Company. Accounts are established upon the assignment of an account number. Account numbers are assigned by the Company when a new party requests electric service for an existing location and upon meter installation for new construction. A Certified supplier may submit a DSR as described herein. ~~After the electric service account number is established active, a Certified Supplier may submit a DSR as described herein.~~
- h) If an enrollment DSR for an End-use Customer's active electric service account is submitted for Company Consolidated and Rate-Ready or Bill-Bill-Ready Billing and the Certified Supplier is participating in the Company's Purchase of Accounts Receivable (PAR) Program, the Company will reject the DSR if the Company's account with the End-use Customer has an arrear of 30 days or more totaling \$50.00 or more.
- i) —
- j) ~~If an enrollment DSR 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 DSR will be rejected until the Company's information system has the capability to accept such DSRs, which will occur by July 1, 2002. Prior to July 1, 2002, in order for an enrollment DSR to be accepted for a summary-billing account, the Certified Supplier must submit the DSR 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)k) 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.~~

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

- a) Upon confirmation of a valid ~~Enrollment-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-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 ending December 31, 2011, Small Commercial and Industrial End-use Nonmercantile Customers and Large Commercial and Industrial End-use Mercantile 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 Nonmercantile Customer or a Large Commercial and Industrial End-use Mercantile 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 Nonmercantile Customer or Large Commercial and Industrial End-use Mercantile 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 Nonmercantile Customer or Large Commercial and Industrial End-~~

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

- ~~use Mercantile Customer must either sign the Company's Customer Agreement for the waiver program or provide the Company acceptable proof that they have it has 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 Nonmercantile Customers and Large Commercial and Industrial Mercantile 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 covered 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~~

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~~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.~~

~~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~~

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- ~~d) 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.~~
- ~~e) Residential End-use customers receiving generation service through a governmental aggregator will avoid (waive) Rider SRA SRT 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 Residential 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. Residential 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. If a Residential End-use Customer receiving generation service through a governmental aggregation that has agreed to remain off the ESP SSO through December 31, 2011 (in exchange for avoiding Rider SRT), and then returns to the ESP SSO prior to December 31, 2011, such Residential End-use Customer will be billed a monthly early return premium based on 15% of the applicable generation charges and Riders described in Tariff 10 in addition to the normal charges calculated per the ESP SSO.~~

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

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

- ~~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.~~

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

- ~~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.~~
- ~~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".~~

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~~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/ME 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 10 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).~~

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

~~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.~~

~~e) Large Commercial and Industrial End-use Customers~~

- ~~i) A Large Commercial and Industrial End-use Customer participating in the Rider SRT/ME 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-~~

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

~~vi) 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.~~

7.98. 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 VIII END-USE CUSTOMER INQUIRIES AND REQUESTS FOR INFORMATION

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

~~a) Upon request, End-use Customers will be sent~~ The Company will send an information package containing a summary of the program customers' rights and obligations, including and a current list of Certified Suppliers, which will be sent to the End-use Customer's service or mailing address, under the following circumstances:

i) To all new End-use Customers, including any End-use Customer who opens a new account and has not received such a customer rights summary within the preceding year.

ii) To any End-use Customer upon request.

~~a) The list of Certified Suppliers will be provided to any End-use Customer upon request, all new End-use Customers, any End-use Customer returning to the Standard Offer Rate, all End-use Customers prior to initiation of competition and quarterly for the remainder of the Market Development Period.~~

~~b) The Company will maintain a list of Certified Suppliers, which list will be posted on a designated website. The list of Certified Suppliers will identify all Certified Suppliers currently registered to enroll End-use Customers in the Company's service territory and, until March 1, 2001, suppliers who have a registration pending with the Company. The list of Certified Suppliers will also designate, if available, which customer classes Certified Suppliers will be serving. This list will be updated at least quarterly and will be available to End-use Customers as follows:~~

i) The list will be posted on a designated website.

ii) The list, together with an information package containing a summary of the program, will be supplied to any End-use Customer, upon request, and to any new End-use Customer, as set forth in Section 8.1(a).

~~b)c) End-use Customers may contact the Company and request their twelve (12) month usage data, which will be sent to the End-use Customer's service or mailing address.~~

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

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

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

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

a) The Company will be responsible for responding to all inquiries related to distribution service, emergency system conditions, outages and safety situations. End-use Customers contacting the Certified Supplier with such inquiries should be referred directly to the Company.

b) It may be necessary for the Company to curtail or shed End-use Customer load at the request of the Transmission Provider, the Energy Control Area Operator, or as otherwise provided by Commission- approved tariffs or required by NERC Reliability Standards. In such cases, the Company will follow the provisions of the Commission's rules and orders, NERC Reliability Standards, the Company's own Bulk Power Emergency Plan, or its Energy Emergency Rules contained in the Company's Retail Tariff.

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SECTION IX METERING SERVICES AND OBLIGATIONS

9.1. Equipment Standards

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

9.2. Meter Ownership and Maintenance

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

9.3. Meter Requirements

- a) Interval Meters will be required for End-use Customers who ~~that~~ select a Certified Supplier and have a maximum annual peak demand greater than or equal to 100 kW for the most recent twelve ~~(12)~~ month period.
- b) The End-use Customer or Certified Supplier may request an Interval Meter for use at any account below the interval meter threshold.
- c) The Company may require Interval Metering, at the Company's expense, for any other End-use Customers based on a review of the End-use Customer's rate schedule, billing history, and class Load Profile information. If installed, the Interval Meter will be used for retail billing and settlement purposes.
- d) ~~The End-use Customer will be responsible for providing a Communication Link to an Interval Meter per Company specifications. The Company will be allowed access to the Communication Link for meter interrogation. The requested interval meters will be used for retail billing and settlement purposes.~~

9.4. Interval Meter Charges and Installation Process

a) Charges

The End-use Customer shall be responsible for the incremental costs of upgrading the present meter plus all incremental costs associated with the installation of required or requested interval metering. The charges for an Interval Meter will be at the tariffed rate, which may be paid over a period not to exceed twenty-four (24) months. Title to the interval meter shall remain with the Company.

~~The End-use Customer or the End-use Customer's Certified Supplier may select a meter from the Company's approved equipment list. The End-use Customer or its Certified Supplier may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol. The End-use Customer is responsible for providing the Communication Link for purposes of reading the meter.~~

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

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SECTION IX
METERING SERVICES AND OBLIGATIONS (Contd.)

If the Company cannot gain access to the meter installation, ~~the Communication Link is not installed, or the Communication Link is not working properly,~~ the Company may charge the End-use Customer for any additional trips to the meter site.

9.5. Meter Reading

a) Regularly Cycled Meter Reads

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

SECTION IX
METERING SERVICES AND OBLIGATIONS (Contd.)

b) Estimated Reads

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

c) Special Meter Reads

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

d) Meter Testing

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

e) End-use Customer Meter Reads

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

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SECTION X BILLING SERVICES AND OBLIGATIONS

10.1. Billing Options

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

~~If a change DSR for an End-use Customer's electric service account actively enrolled with a Certified Supplier is submitted to change the billing option from Certified Supplier billing or from Company Consolidated and Rate-Ready Billing to Company Consolidated and Bill-Ready Billing and the account is currently involved in the Company's summary billing program, the DSR will be rejected until the Company's information system has the capability to accept such DSRs, which will occur by July 1, 2002. Prior to July 1, 2002 in order for a billing option change DSR to be accepted for this situation, the change submitted must be from Certified Supplier billing to Company Consolidated and Rate-Ready Billing or from Company Consolidated and Rate-Ready Billing to Certified Supplier billing.~~

~~If a change DSR for an End-use Customer's electric service account actively enrolled with a Certified Supplier is submitted to change the billing option from Certified Supplier billing or from Company Consolidated and Rate-Ready Billing to Company Consolidated and Bill-Ready Billing and the account is currently involved in the Company's adjusted due date program, the DSR will be rejected until the Company's information system has the capability to accept such DSRs, which will occur by November 1, 2002. Prior to November 1, 2002, in order for a billing option change DSR to be accepted for this situation, the change submitted must be from Certified Supplier billing to Company Consolidated and Rate-Ready Billing or from Company Consolidated and Rate-Ready Billing to Certified Supplier billing.~~

10.2. Billing Cycle

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

10.3. Generation Resource Mix

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

10.4. Transmitting of Meter Reading Information

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

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10.5. Setting-Up Certified Suppliers' Rates

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

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SECTION X
BILLING SERVICES AND OBLIGATIONS (Contd.)

- a) The Company will provide all Commission certified and Company enrolled Certified Suppliers with system requirements and Record Layouts needed to perform this function.
- b) The Certified Supplier will be responsible for creating and verifying the rate information that the Company will use to calculate and bill the Certified Suppliers' charges.
- c) The approved rate information must be in production within the Company's billing system before any End-use Customers may be enrolled under that rate. In production means installed in the Company's billing system, tested by the Company, test results approved by the Certified Supplier and three (3) business days have elapsed since approval of results.

SECTION X
BILLING SERVICES AND OBLIGATIONS (Contd.)

10.6. Timetable for Setting up Certified Suppliers' Rates

- a) ~~During the initial set-up of rates for the introduction of the Company's Customer Choice Program, the Company will implement and test Certified Supplier rates as soon as practicable.~~
- b) ~~Following this initial period of introduction of the Company's Customer Choice Program, the Company will have five (5) calendar days to set up and system test standard rates before sending the tested rates back to the Certified Supplier for approval. The Company defines standard rates as falling into one of four five rate types:~~
 - 1) a Non-volumetric Rate
 - 2) a flat charge per kWh and/or kW Flat Rate
 - 3) a Multi-tiered Rate
 - 4) a Time-~~Time-of-Use~~ Rate option
 - 4)5) a Percentage-off Rate
- b) The Company will have five calendar days to set up and system test any standard rates other than those under the Percentage-off Rate option and fifteen days to set up and system test standard rates under the Percentage-off Rate option, before sending the tested rates back to the Certified Supplier for approval.
- c) For End-use Customers ~~who that~~ have a maximum annual peak demand greater than or equal to 100 kW for the most recent twelve ~~(12)~~ month period, the required interval metering will be used to support the Certified Suppliers' billing options. If an End-use Customer has a maximum annual peak demand less than 100 kW and the Company must install special metering to support a Certified Supplier's billing option, the End-use Customer will be responsible for the incremental costs of upgrading the present meter plus all costs associated with the installation of that metering equipment.
- d) ~~The Company will handle Certified Suppliers' requests for non-standard rates on a case-by-case basis. The Company may not be able to have the non-standard rates set up within five (5) calendar days.~~
- e) ~~Within three (3) business days after the Company receives the approval of rates from the Certified Supplier, the rates will be placed in production in the Company's billing system and will be available for billing.~~
- f) When the rates are in the Company's billing system and are available for billing, the Certified Supplier may send an enrollment DASR for accounts it wants to be billed on the new rate.
- g) All DASRs received before the rate is in production will be rejected.

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10.7. Electronic Transmission of End-use Customer Billing Data

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

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SECTION X
BILLING SERVICES AND OBLIGATIONS (Contd.)

10.8. Incremental Processing Fees

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

10.9 Company Consolidated and ~~Bill-Bill~~ Ready Billing

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

- a) Within three (3) business days of receiving usage information for an account in a standard electronic format from the Company, the Certified Supplier will provide the Company with the Certified Supplier's charges for the account in a standard electronic format for presentation on the Company's current invoice to the End-use Customer.

SECTION X
BILLING SERVICES AND OBLIGATIONS (Contd.)

- b) The charges received from the Certified Supplier by the Company in standard electronic format for each account will contain no more than five (5) charge amounts with five (5) associated charge descriptions.
- c) Charge descriptions will be no longer than thirty-five (35) characters each (including punctuation and spaces), and charge amounts will not exceed fourteen (14) characters each (including spaces, dollar sign, decimal, and, if applicable, negative sign).
- d) If a Certified Supplier submits a charge description(s) longer than thirty-five (35) characters and there are fewer than five (5) charge amounts in the submission for the account, the Company will wrap the charge description(s) to the next thirty-five (35) character line on its invoice and will continue this process up to the point where all charge descriptions submitted for the account do not exceed a total of five (5) lines of thirty-five (35) characters on the Company's invoice. The corresponding charge amounts will appear in a column to the right of where each charge description ends.
- e) If wrapping causes charge descriptions to exceed five (5) lines of thirty-five (35) characters, each charge description will be truncated at thirty-five (35) characters and will be printed on the Company's current invoice with the corresponding charge amount appearing in a column to the right of each charge description.
- f) If a Certified Supplier submits more than five (5) charge amounts for an account, the Company will reject the entire submission for the account via a standard electronic format.
- g) ~~If a Certified Supplier submits a charge description that contains the name "CG&E" or the name of one of the Company's affiliates, the Company will reject the entire submission for the account via a standard electronic format and the Certified Supplier will be in default as described in Section 20.1 herein.~~
- h)g) The Company will allow up to eight (8) lines on its invoice to display the details of the Certified Supplier's charges as follows:
- i) The Company will display the Certified Supplier's name on line 1.
 - ii) The Company will display the date range for the billing period on line 2.
 - iii) The charge descriptions and charge amounts submitted by the Certified Supplier will be displayed on lines 3 thru 7 (provided that all 5 of the lines are necessary).

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- iv) The Company will sum the charge amounts submitted by the Certified Supplier and display the total on line 8 or on the line following the last charge description submitted by the Certified Supplier.

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SECTION X
BILLING SERVICES AND OBLIGATIONS (Contd.)

- v) In situations where the Certified Supplier receives revised usage information for an account from the Company in a standard electronic format, the Company will provide an additional line on its invoice for the total amount of each month of cancelled charges it receives from the Certified Supplier in a standard electronic format. The Company will display the date range and the dollar amount of the cancelled charges, provided that the fourteen (14) character charge amount limit is not exceeded, on an additional line for each month of cancelled charges. The Certified Supplier's corrected charges, submitted to the Company in a standard electronic format, will be displayed on the Company's invoice as described in parts i) through iv) above for each month of corrected charges. Certified Suppliers will not include cancelled charges within the same standard electronic transaction where corrected charges are submitted to the Company.
- i) ~~By July 1, 2002, the Company's information system will have the capability to accept from a Certified Supplier in a standard electronic format five (5) charge amounts and the associated five (5) charge descriptions for each electric meter and one (1) charge amount and the associated charge description for each unmetered rate code billed on an account. The business rules above will be adjusted for the additional lines permitted by this enhanced information system capability.~~
- ii) End-use Customer payments for Certified Supplier charges will be remitted by the Company to the appropriate Certified Supplier as described in Section 11.2 herein.
- iii) The Certified Supplier will reimburse the Company for the Company's incremental cost associated with each Company Consolidated and Bill-Ready bill that the Company generates on behalf of the Certified Supplier. The Charges billable to the Certified Supplier for this service are listed on Sheet No. 52 herein.

SECTION X
BILLING SERVICES AND OBLIGATIONS (Contd.)

10.10. Budget Billing

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

10.11. Special Messages

Rule 4901:1-24-11 mandates that a Certified Supplier must provide notice of abandonment on each billing statement rendered to its End-use Customers beginning at least ninety (90) days prior to the effective date of the abandonment and continue to provide notice on all subsequent billing statements until the service is abandoned. Where the Company is performing billing services for a Certified Supplier, the Company must provide this notice on the billing statement and the Charge for this service is described in the Certified Supplier Charges. The Company is not offering bill memo services for Certified Suppliers in any other instance.

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

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

11.1. Payments

- a) Bills are due on the date indicated thereon as being the last day for payment of the net amount, and the due date shall not be less than twenty-one (21)-calendar days after the mailing of the bill or pursuant to such amended Company practice as may be approved by the Commission.
- b) Payment may be made at any commercial office of the Company or at any Company Authorized Payment Agency.
- c) The Company may require that an End-use Customer ~~who~~ that is not creditworthy tender payment by means of a certified or cashier's check, electronic funds transfer, cash or other immediately available funds.

11.2. Payment Processing

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

11.3. End-use Customers in Arrears

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

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

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

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

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

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

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

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

11.4. Disconnection of Service

- a) The Company may disconnect service to an End-use Customer for non-payment of Regulated Utility Charges only in accordance with ~~Sections Chapters~~ 4901:1-10 and 4901:1-18 of the Ohio Administrative Code, except in the situation where the Company is purchasing the Certified Supplier's receivables under the PAR program.
- b) Pursuant to ~~Sections Chapters~~ 4901:1-10 and 4901:1-18 of the Ohio Administrative Code, the Company is not permitted to disconnect service to the End-use Customer for nonpayment of Certified Supplier charges, except in the situation where the Company is purchasing the Certified Supplier's receivables under the PAR program. Nor are Certified Suppliers permitted to physically disconnect electric service for nonpayment of the Certified Supplier charges.
- c) If the Company disconnects service to an End-use Customer, the End-use Customer's Certified Supplier will be notified within five ~~(5)~~ business days of processing the disconnect order, if the End-use customer's service has not been restored by such date when the final bill is generated.
- d) If the Company restores the End-use Customer's service under the same account number within the five ~~(5)~~ business day period, no notification to that End-use Customer's Certified Supplier will be given.

11.5 Transfer of End-use Customer Deposit

If the Certified Supplier participates in the Company's Purchase of Accounts Receivable program and if the Certified Supplier holds a deposit from the End-use Customer, the Certified Supplier shall retain the deposit until required to refund such deposit to the End-use Customer, except where the Company has notified the Certified Supplier that the End-use Customer is 60 days or more in arrears for Certified Supplier charges that the Company has acquired under the Purchase of Accounts Receivable program. In that case, the Certified Supplier shall transfer the End-use Customer's deposit to the Company within three business days of receipt of such notice, unless the Company's Purchase of Accounts Receivable agreement with the Certified Supplier provides otherwise.

11.6 Purchase of Accounts Receivable (PAR)

- a) In order to participate in the Company's ~~Purchase of Accounts Receivable (PAR) Program~~, a Certified Supplier must first sign an Account Receivables Purchase Agreement with the Company, which may include, but will not be limited to, the following provisions:

- i) Purchase price, procedures, and fees
- ii) Obligations of the parties
- iii) Representations and warranties
- iv) Covenants of Seller
- v) Conditions Precedent
- vi) Administration and Collection
- vii) Termination
- viii) Indemnification

- ~~b) Prior to the effective date of the Account Receivables Purchase Agreement between the Certified Supplier and the Company, all End-use Customer electric service accounts actively enrolled with the Certified Supplier, billed on Company Consolidated and Rate Ready or Bill Ready Billing, and having arrears of 30 days or more totaling \$50.00 or more must have the billing option changed by the Certified Supplier to Certified Supplier billing, or the Company will return the account to the Company's Standard Offer Rate.~~

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

- eb) If a change DASR for an End-use Customer electric service account actively enrolled with a Certified Supplier is submitted by the Certified Supplier to change the billing option from Certified Supplier billing to Company Consolidated and Rate-Ready or Bill-Bill-Ready billing and the Certified Supplier is participating in the Company's Purchase of Accounts Receivable (PAR) Program, the Company will reject the change DASR if the Company's account with the End-use Customer has an arrears of 30 days or more, totaling \$50.00 or more.

- de) ~~The discount rate for the purchase of accounts receivable shall be calculated as follows:~~

Annual Base Carrying Cost	12.71%
/Days in Year	366
= Daily Carry Charge	0.0348%
* DSO	32.80
= Carrying Cost Discount Factor	1.14%
+ Collection Experience Component	0.73%
= Total Discount Factor	1.87%

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SECTION XII
CERTIFIED SUPPLIER BILLING TERMS AND CONDITIONS

12.1. Billing and Payments

By the tenth (~~10th~~) day of each month, the Company shall submit an invoice to the Certified Supplier for all services rendered during the preceding calendar month, as well as any unpaid Charges from prior ~~month~~ invoices, including late payment Charges. The invoice shall be paid within ten calendar days of receipt. All payments shall be made in immediately available funds, payable to the Company, or via electronic funds transfer.

12.2. Late Payment Charges

Interest on delinquent amounts shall be an amount equal to one and one-half percent (~~1.5%~~) of the unpaid balance at the due date calculated monthly.

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

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

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SECTION XIII
LOAD PROFILING AND FORECASTING

13.1. Generic Load Profiles

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

13.2. Load Profile Updates

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

13.3. Certified Supplier Daily Forecasting Process

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

b) ~~For real-time load following, including End-use Customers having interruptible contracts with their Certified Supplier, a Certified Supplier or its designated TSA will have special obligations with respect to both the Company and its Control Area Operator that must be addressed on an End-use Customer-by-End-use Customer basis to ensure operational integrity. A Certified Supplier or its designated TSA, the Company, and its Control Area Operator shall work cooperatively to address the technical and operational issues posed by real-time load following as the need arises. The loads of End-use Customers using real-time load following will not be incorporated into a Certified Supplier's hourly Load Forecasts except as required for Cinergy Control Area Operation and transmission purposes. A Certified Supplier or its designated TSA shall supply specific information regarding the generation resources committed to following the Certified Supplier's load. If the generation resources are located outside the Cinergy Control Area, the Certified Supplier or its designated TSA must arrange for the cooperative involvement of any other parties necessary to institute such dynamic scheduling.~~

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**SECTION XIV
LOAD SCHEDULING**

~~14.1. Certified Suppliers Using a TSA~~

~~The entity acting as TSA is required to submit daily Schedules as covered in Section 14.4 Submission of Schedules.~~

~~14.2. Transmission and Distribution Losses~~

~~The hourly Load Forecast shall include Distribution Losses. Transmission losses shall be provided for under the OATT.~~

~~14.3. Whole Megawatts (MWs)~~

~~For any hour when the entity acting as a TSA supplies electric energy to its End Use Customer it must submit a schedule. Scheduling shall be done in whole MW amounts. Scheduling of ones (1) and zeros (0) will be permitted for loads of less than one (1) MW. All TSAs must follow the required scheduling mechanisms in accordance with the Company's OATT.~~

~~14.4. Submission of Schedules~~

~~Pursuant to the OATT, the entity acting as TSA shall submit daily Schedules, by the time specified in the OATT, one business day before the delivery of power. All Schedules shall be submitted in compliance with NERC tagging guidelines. Schedules may also be communicated to the Cinergy Control Area via a dynamic schedule. Arrangements for dynamic scheduling must be made under a separate agreement with the Cinergy Control Area.~~

~~14.5. Schedule Changes~~

~~Schedule changes may occur as described in business practices posted to Open Access Same Time Information System, the OATT and NERC policy.~~

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SECTION XIV
RETAIL ENERGY IMBALANCE SERVICE METER DATA MANAGEMENT

15.1.4.1. General Description

~~Energy Imbalance service reconciles differences between a Certified Supplier's or its designated TSA's scheduled delivery of energy (with the Cinergy Control Area Operator approved load Schedule changes) for serving its End use Customers and the energy that was actually used by those End use Customers.~~

15.2. Preliminary Energy Imbalance

~~The Company reserves the right to calculate and bill Energy Imbalance on a more frequent, preliminary basis, if prudent business practice dictates such action. In this scenario, actual weather and the Company system load will be used to Backcast the estimated load for each entity acting as TSA. The comparison of this Backcasted load to the energy scheduled to serve that load, as well as dollar calculations, will be performed in the same fashion as for final billing. The final Energy Imbalance calculation, performed after all meter reading data is collected, will then be used to make any necessary adjustments to the amounts billed using the preliminary numbers.~~

15.3. Meter Data Collection

The Company, acting as the designated Meter Data Management Agent for the Certified Supplier, will supply hourly load data to Transmission Provider for the Certified Supplier. The Company will provide this data in accordance with the OATT, including estimates when necessary. The Company will be held harmless for any actions taken while performing Meter Data Management Agent responsibilities. Meter data collected by the Company shall be used to calculate the quantity of energy actually consumed by a Certified Supplier's End-use Customers for a particular period. Such collection shall occur at the time of an End-use Customer's monthly meter read. Thus, in order to measure the energy consumed by all End-use Customers on a particular day, at least one month is required for data collection. Typically, the Company is able to calculate and provide hourly usage data for a Certified Supplier's load, for a calendar month, 45 to 60 days after the end of that calendar month. It is the responsibility of the Certified Supplier to understand this process.

15.14.4.2. Monthly-Metered End-use Customers

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

15.14.5.3. Interval-Metered End-use Customers

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

15.6. Calculation of Hourly Energy Imbalance

~~Energy Imbalance is described in the OATT. In any discrepancy that may arise between this tariff and the OATT, pursuant to R.C. 4928.11, this tariff applies to the extent that such authority is not preempted by Federal law. The following calculations will be used to determine the hourly Energy Imbalance quantities:~~

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SECTION XV
RETAIL ENERGY IMBALANCE SERVICE (Contd.)

Step 1: Determine End-use Customer Hourly Profiles

~~Monthly metered End-use Customers' billed usage (based on actual or estimated meter readings) will be distributed over each hour in the usage period based on each End-use Customer's representative hourly usage curve based on actual data for the usage period, the Company's system load, and data from the appropriate Load Research Motors. The Monthly Metered End-use Customer's estimated usage by hour will be multiplied by the appropriate loss factor to determine the End-use Customer's gross usage by hour.~~

~~Each Interval-metered End-use Customer's hourly usage will be multiplied by a loss factor to determine the End-use Customer's gross usage by hour.~~

Step 2: Aggregate Profiles

~~The gross hourly usage quantity for Monthly-metered, and Interval-metered End-use Customers will be aggregated by the Company to arrive at a total gross End-use Customer usage quantity by hour for each Certified Supplier which is then aggregated to each entity acting as TSA.~~

Step 3: Allocate Unaccounted for Energy to Profiles

~~The gross hourly loads for the Certified Suppliers and the Company for Interval-metered and Monthly-metered End-use Customers will be provided to the Cinergy Control Area. The Cinergy Control Area will compare the aggregate of the Certified Suppliers' and Company's profiled loads to the Company's metered system load for each hour.~~

~~Any differences will be allocated to the Certified Suppliers' and Company's aggregate loads based on a ratio of each load to the total profiled load of the Certified Suppliers and the Company on an hourly basis. The Certified Supplier differences will then be aggregated up to the TSA level.~~

Step 4: Calculate Energy Imbalances

~~Hourly Energy Imbalances are calculated for each TSA's Scheduled energy delivery. For each entity acting as TSA, the aggregated hourly load calculated in Step 1 to Step 3 is subtracted from the TSA's respective energy Schedule(s) for the same hour. The resulting hourly differences are the Energy Imbalances.~~

15.7. Energy Imbalance Charges

~~a) In each clock hour, the Company will compare the amount of power scheduled by all Transmission Scheduling Agents (TSA) purchasing OATT Schedule 4R Retail Energy Imbalance Ancillary Service from the Transmission Provider to the amount of power consumed by the Customers of those TSAs, to determine if the net imbalance is under-scheduled or over-scheduled.~~

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SECTION XV
RETAIL ENERGY IMBALANCE SERVICE (Contd.)

- b) If the net imbalance of TSAs purchasing Retail Energy Imbalance Service in a given hour is under-scheduled:
- i) TSAs that are under-scheduled in that hour will be assessed the sum of:
1. 100% of the Transmission Provider's Incremental Cost during that hour, times the number of megawatts it was under-scheduled for megawatts within a bandwidth which is:
 - a. the greater of 15% or two megawatts for January through December, 2001;
 - b. the greater of 10% or two megawatts for January through December, 2002;
 - c. the greater of 6% or 1 megawatt thereafter; and
 2. 110% of the Transmission Provider's Incremental Cost during that hour, times the number of megawatts it was under-scheduled for megawatts outside the bandwidth.
- ii) TSAs that are over-scheduled in that hour will be credited the sum of:
1. 100% of the Transmission Provider's Incremental Cost during that hour times the number of megawatts it was over-scheduled for megawatts within the bandwidth; and
 2. 90% of the Transmission Provider's Incremental Cost during that hour times the number of megawatts it was over-scheduled for megawatts outside the bandwidth.
- c) If the net imbalance of TSAs purchasing Retail Energy Imbalance Service in a given hour is over-scheduled, energy imbalances will be cashed-out by individual TSA depending on whether the TSA is under or over-scheduled in that hour.
- i) A TSA that is under-scheduled during that hour will be assessed the sum of:
1. 100% of the Transmission Provider's Incremental Cost during that hour times the number of megawatts it was under-scheduled for megawatts within the bandwidth; and
 2. 110% of the Transmission Provider's Incremental Cost during that hour times the number of megawatts it was under-scheduled for megawatts outside the bandwidth.
- ii) The Over-Schedule Fund is made up of the following:
1. 100% of Transmission Provider's Incremental Cost times the megawatts that were under-scheduled by TSAs during the hour; and
 2. 90% of avoided generation costs that the Company avoided to balance the system in that hour.
- iii) A TSA that is over-scheduled during that hour will be credited with the sum of:
1. 100% of the average rate of the Over-Schedule Fund, times the number of megawatts it was over-scheduled within the bandwidth.
 2. 90% of the average rate of the Over-Schedule Fund, times the number of megawatts it was over-scheduled outside the bandwidth.

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SECTION XV
RETAIL ENERGY IMBALANCE SERVICE (Contd.)

d) ~~If the net imbalance of TSAs purchasing Retail Energy Imbalance Service in a given hour is zero, energy imbalances will be cashed out by individual TSA depending on whether the TSA is under or over scheduled in that hour. A TSA that is under scheduled during that hour will be assessed 100% of the Transmission Provider's Incremental Cost during that hour times the number of megawatts it was under scheduled. A TSA that is over scheduled during that hour will be credited 100% of the Transmission Provider's Incremental Cost during that hour times the number of megawatts it was over scheduled.~~

e) ~~Transmission Provider's Incremental Cost shall mean out of pocket costs, measured in dollars per megawatt-hour, associated with producing the highest cost MWh of energy on the Transmission Provider's system in a given hour, whether that energy is produced by generation owned or under contract to the Transmission Provider, purchased from a third party or sold to a third party.~~

f) ~~Energy Imbalance Service is intended to be used by TSAs when a good faith attempt to schedule power to meet the requirements of the TSA's customers results in a difference between scheduled power and Customer load in any given hour. In no event is Energy Imbalance Service intended to provide TSAs with an alternative power supply option to meet the load of retail customers in the Company's control area. Any TSA found to be misusing Energy Imbalance Service (i.e., underscheduling or overscheduling power on a consistent basis) will be subject to the default provisions set forth in this tariff and may result in Commission revocation of the supplier's certification to provide competitive retail generation service in the State of Ohio.~~

15.8. Monthly Settlement

~~Energy imbalances will be calculated and settled within sixty (60) days after the end of a calendar month, unless otherwise stated in accordance with the Company's GATT.~~

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SECTION XVI TRANSMISSION SCHEDULING AGENTS

4615.1. Participation through a Transmission Scheduling Agent

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

4615.2. Designation or Change of a Transmission Scheduling Agent

To designate or change a TSA, a Certified Supplier must provide the Company a completed TSA Designation Agreement, fully executed by the Certified Supplier, the TSA, and the Company. The Company will process TSA Designation Agreements as quickly as practicable but in no event in less than five (5) business days. A Certified Supplier may only designate one TSA at a time. Nothing in this Tariff shall prohibit the TSA from transacting with multiple generation sources.

4615.3. Scheduling and Settlement through a Transmission Scheduling Agent

~~Certified Suppliers using a TSA can neither submit Schedules, nor can these Certified Suppliers propose Schedule changes. The TSA is responsible for submitting all Schedules and changes. The TSA shall be the sole point of contact with the Cinergy Control Area in regards to all scheduling and settlement activities. The TSA shall be the sole point of contact with Duke Energy Business Services for any transmission-related charges levied under the Duke Energy Business Services Ancillary Services Tariff.~~

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SECTION XVII
CONFIDENTIALITY OF INFORMATION

47.1. 16.1 Generally

All confidential or proprietary information made available by one party to the other in connection with the registration by of a Certified Supplier with the Company and/or the subsequent provision and receipt of Coordination Services under this Tariff, including but not limited to lead curve data, and information regarding the business processes of a party and the computer and communication systems owned or leased by a party, shall be used only for purposes of registration with the Company, receiving Coordination Services and/or providing Competitive Retail Electric Service to Customers in the Company's service territory. Other than disclosures to representatives of the Company or Certified Supplier for the purposes of enabling that party to fulfill its obligations under this Tariff or for a Certified Supplier to provide Competitive Retail Electric Service to Customers in the Company's service territory, a party may not disclose confidential or proprietary information without the prior authorization and/or consent of the other party.

47.16.2. Disclosure of Confidential Information

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

47.16.3. Use of Confidential Information

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

47.16.4. Exclusive Property

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

47.16.5. Breach of Confidentiality

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

47.16.6. Rights of the Parties

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

47.16.7. Applicability

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

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

4817.1. Notice of Voluntary Withdrawal to the Company

A Certified Supplier shall provide electronic notice to the Company, in a form specified by the Company, of withdrawal by the Certified Supplier from retail service in a manner consistent with the Commission's rules. Written notice of a Certified Supplier's intent to withdrawal must be provided by the Certified Supplier to the Company ninety (90) days prior to such withdrawal.

4817.2. Notice to End-use Customers

A Certified Supplier shall provide notice to its End-use Customers of its withdrawal from retail service in accordance with the Commission's rules. A Certified Supplier must provide written notice of its intent to abandon service to its End-use Customers on each billing statement rendered to its End-use Customers beginning at least ninety (90) days prior to such abandonment and on all subsequent billing statements until the service is abandoned.

4817.3. Costs for Noncompliance

A Certified Supplier that voluntarily withdraws from the Customer Choice Program and fails to provide at least ninety (90) calendar days written notice to the Company of said withdrawal shall be in default as described in Section XIX herein.

4817.4. Breach of Contract

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

Filed pursuant to an Order dated March 29, 2006 _____ in Case No. 06-407-GE11- _____ -EL-ATA before the Public Utilities Commission of Ohio.

Issued: March 31, 2006 _____

Effective: April 3, 2006 _____

Issued by Sandra P. Meyer Julia S. Janson, President

Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 20
Sheet No. 48.12
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**SECTION XIX XVIII
LIABILITY**

4918.1. General Limitation on Liability

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

4918.2. Limitation on Liability for Service Interruptions and Variations

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

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Issued: March 31, 2006

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Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

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

2019.1 Default

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

- a) Notice is received that the Certified Supplier/TSA relationship is terminated and either (1) the Certified Supplier fails to designate a new TSA within five (5)-business days or (2) the new entity acting as TSA fails to begin scheduling power within ten (10)-business days of such new its designation as such;
- b) ~~the~~The Certified Supplier fails to fully pay an invoice from the Company within three (3)-business days following the due date of the invoice;
- c) ~~the~~The Certified Supplier's credit exposure exceeds the unsecured credit limit or the Company's current collateral enhancement requirement by 5% or more and the Certified Supplier has failed to comply with the Company's request for adequate security or adequate assurance of payment within three (3) business days of the Company's request;
- d) ~~the~~The Commission has de-certified the Certified Supplier or otherwise declared it ineligible to participate in the Ohio Customer Choice Program or the Company's Customer Choice Program;
- e) ~~the~~The Certified Supplier's action or inaction has or will jeopardize the operational integrity, safety, or reliability of the Company's transmission or distribution system;
- f) ~~the~~The Certified Supplier or the TSA misuses the Retail Energy Imbalance service (i.e. underscheduling or overscheduling on a consistent basis) performing services on behalf of the Certified Supplier, through actions or inactions, becomes in default of any agreement with or requirement of MISO.
- g) ~~the~~The Certified Supplier misuses the Company Consolidated and Bill-Ready Billing option by incorrectly using the name "CG&E" of the Company or the name of one of the Company's affiliates in a charge description or otherwise using this billing option in a misleading or defamatory manner;
- h) ~~the~~The Certified Supplier voluntarily withdraws from the Company's Customer Choice Program without providing at least ninety (90)-calendar days notice to the Company or;
- i) ~~the~~The Certified Supplier has filed a voluntary petition in bankruptcy, has had an involuntary petition in bankruptcy filed against it, is insolvent, has had a receiver, liquidator or trustee appointed to take charge of its affairs, or the Certified Supplier has liabilities that exceed its assets, or the Certified Supplier is otherwise unable to pay its debts as they become due.

2019.2. Notice of Suspension or Termination

Notwithstanding any other provision of this tariff or the Certified Supplier Service Agreement, in the event of default, the Company shall serve a written notice of such default, providing in reasonable detail and with a proposed remedy, on to the Certified Supplier, with a copy contemporaneously provided to and the Commission. On, or after, the date the default notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the Certified Supplier Service Agreement. Except for default due to non-delivery failure by the Certified Supplier to deliver Competitive Retail Electric Service, if the Commission does not act within ten (10)-business days upon after receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the eleventh (11th)-business day after receipt of the request by the Commission. If the default is due to non-delivery failure by the Certified Supplier to deliver Competitive Retail Electric Service, and if the Commission does not act within five (5)-business days upon after receipt of the request, the Company's request to

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Duke Energy Ohio
139 East Fourth Street
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 20
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terminate or suspend shall be deemed authorized on the sixth (6th) business day after receipt of the request by the Commission. Terminations or suspensions shall require authorization from the Commission.

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

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

2019.3. Suspension

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

- a) ~~the~~The Certified Supplier's credit exposure exceeds its credit limit or collateral enhancement by less than 5%, and the Certified Supplier has failed to comply with the Company's request for adequate security or adequate assurance of payment within three (3) business days of the Company's request;
- b) ~~the~~The Certified Supplier's parent corporation ~~has filed~~files a voluntary petition in bankruptcy; ~~it has had an~~has had an involuntary petition in bankruptcy filed against it; ~~it is insolvent; it has had a receiver, liquidator, or trustee appointed to take charge of its affairs; or the Certified Supplier's parent corporation has liabilities that exceed its assets; or the Certified Supplier's parent corporation is otherwise unable to pay its debts as they become due.~~

2019.4. Effect of Suspension

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

2019.5. Effect of Termination on Certified Supplier's End-use Customers

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

2019.6. Effect of Termination on Certified Supplier

- a) The Certified Supplier shall not be permitted to enroll any new End-use Customers in the Company's Customer Choice Program unless it re-registers in the Company's Customer Choice Program.
- b) During the period of time between the Certified Supplier's termination and the next Meter Read Dates for each of its End-use Customers, the Company shall serve the Certified Supplier's End-use Customers and shall charge the Certified Supplier for the Company's out-of-pocket costs paid for electric energy during that period, including transmission, distribution and all other applicable charges. End-use Customers will continue to be billed for charges from their Certified Supplier until the next Meter Read Dates. Beginning with the next Meter Read Dates for each of the Certified Supplier's End-use Customers on the Company's Standard Offer Rate, the Company shall serve the End-use Customers and shall bill the Certified Supplier for the Company's incremental cost for serving the load during the first June 1 through August 31st period after the Certified Supplier default. Incremental cost is defined as Company's out-of-pocket costs paid for electric energy during that period, including transmission, distribution and all other applicable charges ~~less a credit to the Certified Supplier for the shopping credit no longer being granted to the End-use Customer for this period.~~

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e) ~~The Company may charge the Certified Supplier for additional costs associated with the default such as:~~

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

c) The Company may charge the Certified Supplier for additional costs associated with the default such as:

- 1) Mailings by the Company to the Certified Supplier's End-use Customers to inform them of the withdrawal and their options;
- 2) Non-standard/manual bill calculations and production performed by the Company;
- 3) Certified Supplier data transfer responsibilities that must be performed by the Company; and
- 4) Charges or penalties imposed on the Company, its agents, or other third parties resulting from the Certified Supplier ~~withdrawing early's termination~~.

a)d) The Company may apply all of the Certified Supplier's credit, collateral, and charges collected by the Company from End-use Customers against the Company's Charges to the Certified Supplier.

2019.7. Survival of Obligations

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

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SECTION XXI
ALTERNATIVE DISPUTE RESOLUTION

2420.1. Alternative Dispute Resolution Procedure

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

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SECTION XXII MISCELLANEOUS

2221.1. Notices

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

2221.2. No Prejudice of Rights

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

2221.3. Assignment

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

2221.4. Governing Law

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

2221.5. Effect of Future Orders

If at any time during the term of any Certified Supplier Service Agreement, FERC, the Commission or a court of competent jurisdiction issues an order under which a party hereto believes that its rights, interests and/or expectations under the Certified Supplier Service Agreement are materially affected by said order, the party so affected shall within thirty ~~(30)~~ calendar days of said final order provide the other party with notice setting forth in reasonable detail how said order has materially affected its rights, interests and/or expectations in the Certified Supplier Service Agreement. Within thirty ~~(30)~~ calendar days from the receiving party's receipt of said notice, the parties ~~agree to~~ shall attempt through good faith negotiations to resolve the issue. If the parties are unable to resolve the issue within thirty (30) calendar days from the commencement of negotiations, either party may, at the close of said ~~thirty-thirty (30) calendar~~ calendar day period, terminate the Certified Supplier Service Agreement, subject to any

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2006 _____

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Issued by Sandra P. Meyer Julia S. Janson, President

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applicable regulatory requirements, following an additional thirty (30) calendar days' prior written notice to the other party, without any liability or responsibility whatsoever except for obligations arising under this tariff.

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Issued: ~~March 31, 2006~~
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**RATE CS
CERTIFIED SUPPLIER CHARGES**

APPLICABILITY

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

TYPES OF CHARGES

General Certified Supplier Fees

Certified Supplier Registration Fee	\$145.00
End-use Customer Enrollment/Switching Fee (Excludes Governmental Aggregation enrollments/switches)	\$ 7.00/Switch
Pre-Enrollment End-use Customer Information List Fee (Issued quarterly)	\$150.00/List
Fee for Submitting Required Market Monitoring Reports for Certified Suppliers	\$155.00/Submission

Customer Usage Request Charges

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

Bill Preparation and Request Charges

Consolidated Bill Preparation

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

Other Bill Preparation Requests

Request by Certified Supplier for a one page Duplicate Bill	\$0.26/Bill
Fee for Providing Commission <u>Commission</u> -Mandated Abandonment Notices as Bill Messages	\$0.22/Bill
Fee for Providing a Company Consolidated and Bill <u>Bill</u> -Ready Residential Bill	\$0.112/Bill
Fee for Providing a Company Consolidated and Bill <u>Bill</u> -Ready Commercial Bill	\$0.536/Bill
Fee for Providing a Company Consolidated and Bill <u>Bill</u> -Ready Industrial Bill	\$6.531/Bill
Fee for Providing a Company Consolidated and Bill <u>Bill</u> -Ready Bill to Other Public Authorities	\$1.298/Bill

PURCHASE OF ACCOUNTS RECEIVABLE

The Company will negotiate a discount rate for purchase of ~~supplier~~ Certified Supplier accounts receivable with each individual ~~supplier~~ Certified Supplier, consistent with the guidelines approved by the Commission in its Finding and Order dated September 13, 2001, in Case No. 00-813-EL-EDI.

BILLING TERMS AND CONDITIONS

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

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

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2006

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Duke Energy Ohio
139 East Fourth Street
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**RATE CSMS
CERTIFIED SUPPLIER METER SERVICE CHARGES**

APPLICABILITY

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

TYPE OF SERVICE

Meter Testing Charges

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

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

Special Meter Reading Requests

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

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

BILLING TERMS AND CONDITIONS

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

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

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before the Public Utilities Commission of Ohio.

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Issued by Sandra P. Meyer, Julia S. Janson, President

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139 East Fourth Street
Cincinnati, Ohio 45202

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**RATE BUG
CERTIFIED SUPPLIER BACK-UP GENERATION CHARGES**

APPLICABILITY

If notice is received that the Certified Supplier/TSA relationship is terminated, the Company shall be the back-up supplier of energy under Section 4.13 of the Certified Supplier Service Regulations.

BACK-UP GENERATION CHARGES

The Certified Supplier shall be responsible for and agree to pay the Company for all the costs incurred to supply the back-up power to the Certified Supplier's End-use Customer during the back-up generation period as described in Section 4.13 of the Certified Supplier Service Regulations. The agreed-upon cost shall be the greater of the Company's out-of-pocket costs plus 10% or \$100 per MWh, per the conditions set forth in the Certified Supplier Service Agreement.

BILLING TERMS AND CONDITIONS

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

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

Cancelled and Withdrawn

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Issued: March 31, 2006 _____
3, 2006 _____

Effective: April

Issued by Sandra P. Meyer Julia S. Janson, President

Duke Energy Ohio
Rider DR
Overall Revenue Requirement for Deemed Distribution

Line No.	Component of Revenue Requirement	Fiscal Year										Actual 2018	2019	2020	2021
		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020				
1	Return on Rate Base	\$124,721,786	\$128,197,304	\$133,725,808	\$138,431,588	\$143,273,386	\$148,270,820	\$153,412,820	\$158,708,804	\$164,164,044	\$169,782,648	\$175,570,218			
2	Distribution Cost (ERC Acts 90-610)	10,474,252	10,474,252	10,474,252	10,474,252	10,474,252	10,474,252	10,474,252	10,474,252	10,474,252	10,474,252	10,474,252			
3	Depreciation Expense (Depreciation)	78,615,489	78,615,489	78,615,489	78,615,489	78,615,489	78,615,489	78,615,489	78,615,489	78,615,489	78,615,489	78,615,489			
4	Property Tax Expense (Depreciation)	81,600,027	81,600,027	81,600,027	81,600,027	81,600,027	81,600,027	81,600,027	81,600,027	81,600,027	81,600,027	81,600,027			
5	Total Deemed Distribution Revenue Requirement	\$342,381,432	\$342,381,432	\$342,381,432	\$342,381,432	\$342,381,432	\$342,381,432	\$342,381,432	\$342,381,432	\$342,381,432	\$342,381,432	\$342,381,432			
6	Debt Service from Base (Excludes customer growth impact)	649,121,108	649,121,108	649,121,108	649,121,108	649,121,108	649,121,108	649,121,108	649,121,108	649,121,108	649,121,108	649,121,108			
7	Level Growth Reserve	\$18,020,882	\$18,020,882	\$18,020,882	\$18,020,882	\$18,020,882	\$18,020,882	\$18,020,882	\$18,020,882	\$18,020,882	\$18,020,882	\$18,020,882			
8	Total Revenue from Rate (from line 27 on Rate Case Schedule)	\$77,603,415	\$77,603,415	\$77,603,415	\$77,603,415	\$77,603,415	\$77,603,415	\$77,603,415	\$77,603,415	\$77,603,415	\$77,603,415	\$77,603,415			

Notes: * Based on rate in effect in the Company's electric distribution rate case. Case No. 08-708-EL-11R.

Assumptions:

Composite Depreciation Rate (% of Gross Plant)

(Note: 100 update plant schedule annually and use annualized depreciation)

Average Property Tax Rate (Excludes 10 - Average Tax Rate)

(Note: 100 update rate and average tax rate annually)

2.49%	2.49%	2.49%	2.49%	2.49%	2.49%	2.49%	2.49%	2.49%	2.49%	2.49%	2.49%	2.49%			
3.24%	3.24%	3.24%	3.24%	3.24%	3.24%	3.24%	3.24%	3.24%	3.24%	3.24%	3.24%	3.24%			
2.49%	2.49%	2.49%	2.49%	2.49%	2.49%	2.49%	2.49%	2.49%	2.49%	2.49%	2.49%	2.49%			
3.24%	3.24%	3.24%	3.24%	3.24%	3.24%	3.24%	3.24%	3.24%	3.24%	3.24%	3.24%	3.24%			

\$175,570,218	\$169,782,648	\$164,164,044	\$158,708,804	\$153,412,820	\$148,270,820	\$143,273,386	\$138,431,588	\$133,725,808	\$128,197,304	\$124,721,786	\$120,415,422	\$116,096,105	\$111,777,819	\$107,459,533	\$103,141,247
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Line No.	Component of Revenue Requirement	Fiscal Year												2017	2018	2019	2020	2021
		2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022					
1	Return on Rate Base (Excludes customer growth impact)	\$124,714,292	\$128,127,264	\$133,726,098	\$138,011,546	\$143,273,398	\$148,770,000	\$153,412,622	\$158,709,894	\$164,184,044	\$168,782,848	\$173,570,710						
2	Customer Growth (Excludes customer growth impact)	114,714,292	117,753,264	121,086,183	124,666,000	128,423,047	132,357,180	136,482,015	140,799,894	145,224,881	149,772,848	154,450,978						
3	Depreciation Expense (Distribution)	42,542,459	47,938,723	53,076,824	58,068,207	62,983,947	67,831,360	72,619,561	77,359,198	82,050,723	86,703,848	91,319,978						
4	Property Tax Expense (Distribution)	61,850,027	65,298,523	69,256,423	73,731,316	78,723,037	83,233,360	87,263,951	90,824,198	94,914,723	98,545,848	101,719,978						
5	Total Direct Distribution Revenue Requirement	\$239,820,077	\$253,154,810	\$264,143,528	\$274,481,070	\$285,070,482	\$296,001,360	\$307,306,140	\$318,994,182	\$331,119,591	\$343,742,544	\$356,801,666						
6	Difference from Rate (Excludes customer growth impact)	\$40,121,108	\$41,961,357	\$43,853,499	\$45,803,000	\$47,811,513	\$49,879,418	\$51,997,470	\$54,165,894	\$56,384,978	\$58,654,792	\$60,975,466						
7	Used Growth Revenue	\$18,102,889	\$18,983,138	\$19,877,816	\$20,795,925	\$21,747,418	\$22,732,292	\$23,751,970	\$24,806,641	\$25,896,723	\$26,992,608	\$28,104,696						
8	Total Revenue from Rate (for 27 in Rate Code Schedule)	\$277,883,815	\$292,137,948	\$304,021,344	\$315,276,995	\$326,817,900	\$338,733,652	\$351,058,140	\$363,800,835	\$376,916,315	\$390,419,252	\$404,326,362						

Note: "w" Based on data as filed in the Company's annual distribution rate case, Case No. 08-708-CL, with.

Assumptions:

Composite Depreciation Rate (% of Gross Plant)
Plant: Vertebrate Plant (Excludes customer growth impact and use amortized depreciation)
Average Property Tax Rate (Excludes % - Average Tax Rate)
Plant: Vertebrate Plant (Excludes customer growth impact and use amortized depreciation)

2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%					
3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%					
2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%					

²³ Per Schedule C-2.1 from the Company's Standard Filing Requirements filed with its Application in Case No. 08-703-EL-JAH.

Duke Energy Ohio
Rider DR
Incremental Rate Base vs. Base Year

Line No.	Description	Fiscal Year									
		2011	2012	2013	2014	2015	2016	2017	2018	2019	2021
1	Original Cost	\$1,644,836,777	\$1,689,892,184	\$2,015,342,028	\$2,075,144,841	\$2,136,120,280	\$2,292,393,896	\$2,398,251,815	\$2,508,591,970	\$2,626,473,220	\$2,651,027,440
2	Accumulated Depreciation	(1,526,259,252)	(1,582,756,457)	(1,631,534,337)	(1,671,081,517)	(1,712,835,562)	(1,768,528,868)	(1,824,860,284)	(1,882,782,726)	(1,941,545,126)	(1,941,041,888)
3	Net Book Value	\$1,118,577,525	\$1,107,135,727	\$1,383,807,691	\$1,404,063,324	\$1,423,284,718	\$1,523,865,028	\$1,573,391,531	\$1,625,809,244	\$1,684,928,094	\$1,689,985,552
4	Deductions from Distribution Rate Base ^(a)	(1,196,344,890)	(1,196,344,890)	(1,196,344,890)	(1,196,344,890)	(1,196,344,890)	(1,196,344,890)	(1,196,344,890)	(1,196,344,890)	(1,196,344,890)	(1,196,344,890)
5	Total Distribution Rate Base for Computation	\$89,232,635	\$90,790,837	\$1,187,462,801	\$1,207,718,434	\$1,226,939,828	\$1,327,520,138	\$1,377,046,641	\$1,429,464,354	\$1,488,583,204	\$1,493,640,662
6	Pre-Tax ROR (8%-7.25%-EL-AUD)	11.78%	11.78%	11.78%	11.78%	11.78%	11.78%	11.78%	11.78%	11.78%	11.78%
7	Calculated Pre-Tax Return (L8 * L7)	\$10,739,282	\$10,739,282	\$13,875,798	\$14,213,866	\$14,527,398	\$15,527,398	\$16,213,866	\$16,900,334	\$17,686,802	\$17,686,802
8	Incremental Return on Rate Base	\$18,881,170	\$19,877,516	\$28,041,053	\$33,897,313	\$38,544,143	\$43,528,378	\$48,873,380	\$53,745,042	\$58,029,396	\$58,029,396

Notes: (a) For purposes of illustration, deductions from rate base are assumed to be unchanged over the period and include:
 - Investment Tax Credit: 3% and 6%
 - Accumulated Deferred Income Tax (ADIT) from related to distribution and EnergyCosts implementation, and ADIT's related to uncollectible accounts.

Duke Energy Ohio
Rider DR
Calculation of Rider Rate

Line No.	Distribution Revenue Requirement	08-709-EL-AIR			Allocation of Base DR Rev Req		Rider DR Base per Bill		2010			Rider per Bill	Incremental Revenue
		Proposed Revenue (a)	Percent Of Total (b)	Number of Bills (c)	Base DR Rev Req (d)	(e)	(f)	(g)	Actual Revenue (h)	Actual Bills (i)	Allocation of New Revenue Percent (j)	Dollars (k)	(l)
1	Total Change in Revenue Requirements												
2	Allocation of Revenue Requirement from Prior Case												
3	Residential (RS, RSSP & CUR)	\$219,714,712	55.41%	7,542,387	\$154,815,188	\$20.53			\$152,836,459	7,444,640	58.48%	\$182,158,545	\$5.28
4	Commercial (CS, RSSP & CUR)	150,774	0.04%	2,445	106,173	43.42			102,384	2,358	0.04%	128,782	11.19
5	Optional Time-of-Day (TD)	9,072	0.00%	228	6,426	28.18			7,369	282	0.00%	9,199	6.92
6	Total Residential	\$219,874,558	55.45%	7,545,060	\$154,927,786				\$153,846,259	7,447,260	58.53%	\$182,297,325	\$39,248,296
7	Secondary Distribution (DS)	\$117,666,242	29.67%	270,239	82,909,781	\$306.74			71,348,337	232,502	27.31%	88,704,418	\$78.92
8	Unmetered Small Fixed Loads (GSFL)	586,784	0.09%	3,351	148,781	392.07			521,300	4,219	0.00%	655,407	31.78
9	Electric Space Heating (EH)	1,814,420	0.41%	5,160	1,137,433	220.44			1,584,322	7,051	0.00%	1,954,087	58.69
10	Secondary Distribution Service - Small (DM)	16,359,178	4.10%	504,887	11,499,389	22.69			10,454,567	460,761	4.00%	13,144,286	5.84
11	Primary Distribution (DP)	29,330,126	7.52%	3,563	21,018,998	5,996.31			19,556,278	3,334	7.48%	24,580,098	1,509.24
12	Primary Distribution (DP RTP)	3,059,696	0.77%	173	2,155,881	12,461.74					0.00%		
13	Total Distribution	\$169,230,878	42.65%	787,831	\$119,243,187				\$103,438,904	707,987	39.99%	\$130,048,275	\$26,511,371
14	Transmission Voltage (TS)	\$104,200	0.03%	591	73,483	\$126.48			43,762	346	0.02%	54,864	\$32.09
15	Transmission Voltage (TS RTP)	15,600	0.00%	46	10,897	227.02					0.00%		
16	Total Transmission Voltage	\$119,800	0.03%	637	\$84,380				\$43,762	346	0.02%	\$54,864	\$11.102
17	Street Lighting (SL)	\$4,328,344	1.09%	14,916	3,049,973	\$204.48			3,086,830	15,098	1.18%	3,850,888	\$52.80
18	Traffic Lighting (TL)	184,459	0.04%	1,236	115,953	93.81			111,446	1,188	0.04%	140,280	24.27
19	Outdoor Lighting (OL)	1,218,211	0.33%	118,880	1,210,857	10.19			1,088,859	108,839	0.42%	1,388,835	2.82
20	Non-Standard Street Lighting (NSL)	128,878	0.03%	15,792	90,808	5.75			83,007	14,436	0.03%	104,471	1.49
21	Non-Standard Private Outdoor Lighting (NSP)	248,218	0.06%	804	173,510	328.06			259,824	792	0.10%	326,654	84.28
22	Street Lighting - Customer Owned (SC)	174,317	0.09%	5,364	263,757	49.32			238,833	5,282	0.09%	301,549	11.67
23	Street Lighting - Overhead Equivalent (SE)	345,054	0.09%	5,364	243,081	45.32			1,469	4,880	0.00%	1,643	0.05
24	Unmetered Outdoor Lighting (UOL)	1,323	0.00%	2,828	1,323	0.28							
25	Total Lighting	\$7,306,832	1.84%	159,900	\$5,148,576				\$4,871,069	148,500	1.85%	\$6,124,035	\$1,253,028
26													
27	Total Retail	\$396,531,896	100.0000%	8,495,420	\$279,403,821				\$281,296,904		100.0000%	\$328,525,027	\$87,224,795

Sum of L:43 and Q:43 equals O:43

- a) Per Schedule E-4, page 1, as filed in Case No. 08-709-EL-AIR.
b) Percent of total in column (a).
c) Per Schedule E-4, page 1, as filed in Case No. 08-709-EL-AIR.
d) Total from column (a) times column (c).
e) Column (d) + column (c).
f) Total revenue for applicable year times column (d).
g) Projected customer growth (see bottom of page) times prior year's customer bills.
h) Column (f) + column (g).
i) Column (h) - column (e). Rate is billed beginning in the year following the year for the revenue requirement is calculated.
j) Column (i) + column (g).

Assumptions	2011	2012	2013	2014	2015	2016	2017	2018	2019
Projected year-over-year customer growth rates (per Load Forecast)									
Residential	0.74%	0.75%	0.81%	0.81%	0.81%	0.73%	0.70%	0.69%	0.68%
Commercial & Industrial	0.85%	0.87%	1.00%	1.00%	1.08%	0.98%	0.84%	0.85%	0.80%

Duke Energy Ohio
Rider DR
Calculation of Rider Rate

Line No.	Distribution Revenue Requirement	Calculated Distribution Rev Req Per Bill				Calculated Distribution Rev Req Per Bill				Calculated Distribution Rev Req Per Bill			
		Proposed Revenue (f)	Bills (g)	Dist Rev Req per Bill (h)	Rider per Bill (i)	Incremental Revenue (j)	Proposed Revenue (k)	Bills (l)	Dist Rev Req per Bill (m)	Rider per Bill (n)	Incremental Revenue (o)	Proposed Revenue (p)	Bills (q)
1	Total Change in Revenue Requirements												
2	Allocation of Revenue Requirement from Prior Case												
3	Residential (RS, RSP & CUR)	\$199,076,968	7,498,730	\$26.55	\$6.02	\$45,110,376	\$205,455,171	7,552,228	\$27.19	\$6.68	\$50,348,039		
4	Optional Heating Service (ORH)	133,418	2,375	\$56.16	\$12.78	\$30,286	137,892	2,393	\$57.54	\$14.12	\$3,787		
5	Optional Time-of-Day (TD)	9,530	284	\$36.10	\$7.91	\$2,088	9,835	286	\$36.87	\$8.78	\$2,337		
6	Total Residential	\$199,210,948	7,502,389			\$47,143,259	\$205,602,688	7,557,897			\$50,384,163		
7	Secondary Distribution (DS)	\$92,933,639	234,579	\$396.17	\$89.43	\$20,978,868	\$95,911,115	239,573	\$405.42	\$95.68	\$23,344,767		
8	Unmetered Small Fixed Loads (GSFL)	879,001	4,235	\$189.58	\$38.02	\$183,252	700,755	4,291	\$183.31	\$38.75	\$170,559		
9	Electric Space Heating (EH)	2,024,410	7,111	\$284.86	\$64.23	\$456,860	2,089,270	7,171	\$291.35	\$70.91	\$508,496		
10	Secondary Distribution Service - Small (DSM)	13,617,461	484,877	\$29.31	\$6.62	\$3,073,838	14,093,747	488,827	\$29.98	\$7.30	\$3,420,508		
11	Primary Distribution (DP)	25,475,309	3,362	\$7,577.43	\$1,711.12	\$5,762,772	26,291,501	3,391	\$7,753.32	\$1,887.01	\$6,398,344		
12	Primary Distribution (DP RTP)												
13	Total Distribution	\$134,726,818	713,954			\$30,415,392	\$156,048,388	720,033			\$33,843,184		
14	Transmission Voltage (TS)	\$59,839	349	\$162.86	\$36.36	\$12,897	\$58,690	352	\$166.65	\$40.17	\$14,139		
15	Transmission Voltage (TS RTP)												
16	Total Transmission Voltage	\$59,839	349			\$12,897	\$58,690	352			\$14,139		
17	Street Lighting (SL)	4,020,571	15,224	\$264.09	\$59.61	\$907,564	4,148,355	15,383	\$270.27	\$65.79	\$1,009,997		
18	Traffic Lighting (TL)	145,330	1,198	\$121.31	\$27.50	\$32,948	149,586	1,208	\$124.16	\$30.35	\$36,864		
19	Outdoor Lighting (OL)	1,417,904	107,744	\$13.16	\$2.97	\$320,000	1,463,332	108,680	\$13.47	\$3.28	\$356,078		
20	Non-Standard Street Lighting (NSL)	108,232	14,559	\$7.43	\$1.68	\$24,517	111,699	14,683	\$7.61	\$1.86	\$27,268		
21	Non-Standard Private Outdoor Lighting (NSP)												
22	Street Lighting - Customer Owned (SC)	338,306	789	\$423.42	\$85.36	\$76,189	348,148	808	\$433.19	\$105.13	\$84,732		
23	Street Lighting - Overhead Equivalent (SE)	312,443	5,337	\$58.54	\$13.22	\$70,571	322,453	5,382	\$59.91	\$14.58	\$78,540		
24	Unmetered Outdoor Lighting (UOLS)	1,702	4,801	\$0.35	\$0.08	\$278	1,759	4,943	\$0.36	\$0.07	\$321		
25	Total Lighting	\$6,344,491	148,762			\$1,432,067	\$6,547,759	151,035			\$1,593,599		
26	Total Retail	\$340,351,432				\$77,003,915	\$351,255,858				\$85,835,094		

2020	2021
0.85%	0.66%
0.78%	0.77%

Line No.	Distribution Revenue Requirement	Projected 2013 Revenue Requirement (a)					Projected 2014 Revenue Requirement (b)				
		Proposed Revenue	Bills (c)	Dist Rev Req per Bill	Rider per Bill (e)	Incremental Revenue	Proposed Revenue	Bills (d)	Dist Rev Req per Bill	Rider per Bill (f)	Incremental Revenue
1	Total Change in Revenue Requirements										
2	Allocation of Revenue Requirement from Prior Case										
3	Residential (RS, RSP & CUR)	\$212,024,690	7,610,381	\$27.65	\$7.33	\$55,784,083	\$218,791,204	7,672,025	\$28.52	\$7.99	\$61,296,480
4	Optional Heating Service (OHH)	142,095	2,410	58.96	15.54	37,451	146,530	60.34	18.92	41,116	
5	Optional Time-of-Day (TD)	10,156	268	37.87	9.88	2,584	10,474	270	2,862	10,600	
6	Total Residential	\$212,176,935	7,613,059			\$58,324,138	\$218,945,398	7,674,725			\$68,343,437
7	Secondary Distribution (DS)	\$98,977,914	238,686	\$414.35	\$107.52	\$25,706,974	\$102,136,718	241,185	\$423.48	\$116.74	\$28,155,937
8	Secondary Distribution (DS RTP)										
9	Unmetered Small Fixed Loads (GSFL)	723,182	4,333	168.90	43.34	187,782	746,242	4,375	170.57	47.01	205,869
10	Electric Space Heating (EH)	2,156,075	7,241	297.78	77.32	559,974	2,224,985	7,311	304.32	83.88	613,247
11	Secondary Distribution Service - Small (DM)	14,903,122	473,173	30.65	7.96	3,766,457	14,969,877	477,163	31.33	8.64	4,127,872
12	Primary Distribution (DP)	27,132,183	3,424	7,924.12	2,057.81	7,045,941	27,998,086	3,457	8,096.85	2,232.84	7,716,236
13	Primary Distribution (DP RTP)										
14	Total Distribution	\$143,492,456	727,039			\$37,287,559	\$148,071,908	734,091			\$40,820,861
15	Transmission Voltage (TS)	\$60,535	355	\$170.52	\$44.04	\$16,504	\$62,467	356	\$174.49	\$48.01	\$17,185
16	Transmission Voltage (TS RTP)										
17	Total Transmission Voltage	\$60,535	355			\$16,504	\$62,467	356			\$17,185
18	Street Lighting (SL)	4,282,084	15,592	\$276.23	\$71.75	\$1,112,259	4,418,723	15,952	\$282.31	\$77.03	\$1,218,195
19	Traffic Lighting (TL)	154,782	1,220	126.87	33.06	40,333	159,722	1,232	129.84	35.93	44,413
20	Outdoor Lighting (OL)	1,510,123	109,714	13.76	3.57	381,678	1,558,317	110,778	14.07	3.68	429,818
21	Non-Standard Street Lighting (NSUL)	115,271	14,825	7.78	2.03	30,065	118,950	14,969	7.85	2.20	32,932
22	Non-Standard Private Outdoor Lighting (NUPP)										
23	Street Lighting - Customer Owned (SC)	390,312	814	442.64	114.58	93,268	371,812	822	482.33	124.27	102,150
24	Street Lighting - Overhead Equipment (SE)	332,763	5,434	81.24	15.92	86,599	343,383	5,487	82.58	17.26	94,706
25	Unmetered Outdoor Lighting (UOLS)	1,612	4,981	0.39	0.07	349	1,870	5,039	0.37	0.08	403
26	Total Lighting	\$8,757,127	182,900			\$1,754,502	\$9,972,777	183,979			\$1,822,347
27	Total Retail	\$382,487,416				\$94,891,314	\$374,055,922				\$104,103,865

Distribution Revenue Requirement										
Line No.	Distribution Revenue Requirement	Projected 2015 Revenue Requirement ^(a)				Projected 2016 Revenue Requirement ^(b)				Incremental Revenue
		Proposed Revenue	Bills (c)	Dist Rev Req per Bill (d)	Rider per Bill (e)	Proposed Revenue	Bills (c)	Dist Rev Req per Bill (d)	Rider per Bill (f)	
1	Total Change in Revenue Requirements									
2	Allocation of Revenue Requirement from Prior Cases									
3	Residential (RS, R33P & CUIR)	\$225,760,896	7,734,168	\$29.43	\$8.90	\$68,834,095	7,790,827	\$29.90	\$9.37	\$72,998,175
4	Optional Heating Service (ORH)	151,301	2,460	\$6.28	\$18.84	48,118	2,468	\$3.25	\$18.93	\$16,940
5	Optional Time-of-Day (TOD)	10,807	272	\$40.03	\$11.84	3,220	274	\$40.70	\$12.51	\$3,428
6	Total Residential	\$235,923,004	7,756,860			\$68,883,474	7,783,369			\$73,050,543
7	Secondary Distribution (DS)	\$105,390,285	243,524	\$438.97	\$130.23	\$31,714,131	245,911	\$442.20	\$135.48	\$33,311,104
8	Secondary Distribution (DS RTP)									
9	Unmetered Small Fixed Loads (GSFL)	770,013	4,417	\$176.00	\$92.44	231,827	4,460	\$178.14	\$54.88	\$24,427
10	Electric Space Heating (ESH)	2,285,758	7,382	\$314.01	\$93.67	690,734	7,454	\$317.78	\$97.34	\$725,572
11	Secondary Distribution Service - Small (DSM)	15,442,719	482,397	\$32.32	\$9.63	4,645,483	487,124	\$32.71	\$10.02	\$4,880,982
12	Primary Distribution (DP)	28,889,065	3,401	\$8,358.95	\$2,490.64	8,694,824	3,525	\$8,456.34	\$2,590.03	\$9,129,856
13	Primary Distribution (DP RTP)									
14	Total Distribution	\$152,768,740	747,251			\$45,676,795	748,474			\$46,280,941
15	Transmission Voltage (TS)	\$64,457	381	\$160.05	\$53.57	\$19,339	385	\$162.21	\$55.73	\$20,341
16	Transmission Voltage (TS RTP)									
17	Total Transmission Voltage	\$64,457	381			\$19,339	385			\$20,341
18	Street Lighting (SL)	4,559,481	15,804	\$291.30	\$86.82	\$1,372,103	15,959	\$294.76	\$90.30	\$1,441,088
19	Traffic Lighting (TL)	184,810	1,244	\$133.77	\$39.96	\$70,050	1,258	\$135.39	\$41.58	\$52,224
20	Outdoor Lighting (OL)	1,607,857	111,853	\$14.52	\$4.33	484,373	112,949	\$14.69	\$4.50	\$508,271
21	Non-Standard Street Lighting (NSU)	122,739	15,114	\$8.20	\$2.45	\$7,028	15,282	\$8.30	\$2.58	\$34,918
22	Non-Standard Private Outdoor Lighting (NSP)									
23	Street Lighting - Customer Owned (SC)	363,666	830	\$488.73	\$138.87	\$95,855	838	\$472.38	\$144.32	\$120,940
24	Street Lighting - Overhead Equivalent (SE)	354,422	5,940	\$64.57	\$19.23	\$98,448	5,996	\$65.30	\$20.03	\$112,048
25	Unmetered Outdoor Lighting (UOLS)	1,950	5,088	\$0.38	\$0.09	458	5,136	\$0.39	\$0.10	\$14
26	Total Lighting	\$7,194,395	165,473			\$2,165,365	168,998			\$2,274,013
27	Total Retail	\$385,871,482				\$117,044,977				\$123,835,639

Calculated Obligation Rev Req per Bill											
Line No.	Distribution Revenue Requirement	Projected 2017 Revenue Requirement ⁽¹⁾				Projected 2018 Revenue Requirement ⁽¹⁾					
		Proposed Revenue	Bills ⁽²⁾	Dist Rev Req per Bill	Rider per Bill ⁽³⁾	Incremental Revenue	Proposed Revenue	Bills ⁽²⁾	Dist Rev Req per Bill	Rider per Bill ⁽³⁾	Incremental Revenue
1	Total Change in Revenue Requirements										
2	Allocation of Revenue Requirement from Prior Case										
3	Residential (RS, R3SP & CUR)	\$240,332,838	7,845,181	\$30.63	\$10.10	\$79,236,128	\$247,048,509	7,898,508	\$31.39	\$10.66	\$85,771,797
4	Optional Heating Service (OHR)	161,087	2,485	64.82	\$21.40	53,178	166,171	2,502	66.42	\$23.00	57,546
5	Optional Time-of-Day (TD)	11,565	276	41.66	\$13.46	3,723	11,969	278	42.66	\$14.50	4,031
6	Total Residential	\$240,306,208	7,847,922			\$79,293,028	\$248,127,549	7,901,286			\$85,832,374
7	Secondary Distribution (DS)	\$112,193,170	247,877	\$452.43	\$145.69	\$36,127,769	\$115,748,431	250,085	\$462.64	\$156.10	\$39,034,289
8	Secondary Distribution (DS RTP)										
9	Unmetered Small Fixed Loads (GSFL)	816,717	4,497	182.28	\$58.72	264,860	846,693	4,535	186.43	\$62.92	265,342
10	Electric Space Heating (ESL)	2,443,948	7,517	325.12	\$104.66	789,950	2,521,394	7,551	332.56	\$112.15	808,209
11	Secondary Distribution Service - Small (DSM)	16,436,538	491,216	33.47	\$10.78	5,285,308	16,960,486	495,391	34.24	\$11.55	5,721,766
12	Primary Distribution (DP)	30,784,787	3,555	8,651.14	\$2,784.83	9,900,071	31,728,378	3,585	8,850.69	\$2,864.28	10,996,644
13	Primary Distribution (DP RTP)										
14	Total Distribution	\$162,651,170	754,782			\$52,374,092	\$167,805,382	781,177			\$56,564,230
15	Transmission Voltage (TS)	\$68,618	368	\$186.46	\$59.98	\$22,073	\$70,792	371	\$190.61	\$64.33	\$23,866
16	Transmission Voltage (TS RTP)										
17	Total Transmission Voltage	\$68,618	368			\$22,073	\$70,792	371			\$23,866
18	Street Lighting (SL)	4,653,793	16,093	\$301.61	\$97.13	\$1,563,113	\$5,021,804	18,230	\$308.54	\$104.06	\$1,938,894
19	Traffic Lighting (TL)	175,448	1,267	138.46	\$44.67	56,397	181,008	1,278	141.63	\$47.82	61,114
20	Outdoor Lighting (OL)	1,711,790	113,898	15.03	\$4.84	551,298	1,766,993	114,866	15.37	\$5.18	593,009
21	Non-Standard Street Lighting (NSU)	130,862	15,380	8.49	\$2.74	42,169	134,802	15,921	8.69	\$2.94	45,632
22	Non-Standard Private Outdoor Lighting (NSP)										
23	Street Lighting - Customer Owned (SC)	408,420	845	66.87	\$155.28	131,212	391,363	852	484.56	\$166.50	141,858
24	Street Lighting - Owner Paid Equivalent (SE)	371,193	5,841	66.87	\$21.55	121,564	386,146	5,869	68.40	\$23.08	131,302
25	Unmetered Outdoor Lighting (UOL3)	2,054	5,181	0.40	\$0.11	570	2,120	5,225	0.41	\$0.12	827
26	Total Lighting	\$7,666,320	156,315			\$2,468,440	\$7,902,058	159,661			\$2,864,433
27	Total Retail	\$410,665,728				\$134,155,603	\$425,905,182				\$145,121,903

Duke Energy Ohio
Rider DR
Calculation of Rider Rate

Line No.	Distribution Revenue Requirement	Projected 2019 Revenue Requirement ⁽¹⁾				Projected 2020 Revenue Requirement ⁽¹⁾			
		Proposed Revenue	Bills (a)	Dist Rev Req per Bill (b)	Incremental Revenue	Proposed Revenue	Bills (a)	Dist Rev Req per Bill (b)	Incremental Revenue
1	Total Change in Revenue Requirements								
2	Allocation of Revenue Requirement from Prior Case								
3	Residential (RS, RS3P & CUR)	\$255,793,857	7,952,218	\$32.17	\$11.04	\$263,873,535	7,952,218	\$33.18	\$12.85
4	Optional Heating Service (OHS)	171,428	2,519	68.05	\$24.83	176,843	2,519	70.20	\$26.78
5	Optional Time-of-Day (TOD)	12,245	280	43.73	\$16.54	12,632	280	45.11	\$18.02
6	Total Residential	\$255,977,530	7,955,017		\$52,630.12	\$264,063,011	7,955,017		\$100,667,754
7	Secondary Distribution (DS)	\$119,410,350	232,086	\$475.69	\$188.95	\$123,182,127	232,086	\$486.65	\$181.81
8	Unmetered Small Fixed Loads (GSFL)	872,448	4,571	190.87	\$87.31	900,008	4,571	196.89	\$73.33
9	Electric Space Heating (ESH)	2,601,163	7,842	340.38	\$119.94	2,683,325	7,842	351.13	\$130.69
10	Secondary Distribution Service - Small (DSM)	17,487,093	498,354	35.04	\$12.35	18,049,737	498,354	36.15	\$13.48
11	Primary Distribution (DP)	32,733,186	3,614	9,057.35	\$3,191.02	33,767,129	3,614	9,343.42	\$3,477.11
12	Primary Distribution (DP RTP)								
13	Total Distribution	\$173,114,220	767,267		\$61,008.361	\$178,582,324	767,267		\$68,478,469
14	Transmission Voltage (TS)	\$73,032	374	\$195.27	\$68.78	\$75,339	374	\$201.44	\$74.96
15	Transmission Voltage (TS RTP)								
16	Total Transmission Voltage	\$73,032	374		\$68.78	\$75,339	374		\$74.96
17	Street Lighting (SL)	5,168,029	10,360	\$315.77	\$111.29	5,329,205	10,360	\$325.75	\$121.27
18	Traffic Lighting (TL)	186,734	1,288	144.96	\$51.17	192,633	1,288	149.58	\$55.75
19	Outdoor Lighting (OL)	1,821,864	115,765	15.73	\$5.54	1,878,410	115,765	16.23	\$6.04
20	Non-Standard Street Lighting (NSL)	139,987	15,645	8.89	\$3.14	143,480	15,645	9.17	\$3.42
21	Non-Standard Private Outdoor Lighting (NSP)	434,883	659	598.05	\$177.09	448,424	659	522.03	\$193.87
22	Street Lighting - Customer Owned (SC)	401,457	5,735	70.00	\$24.88	414,138	5,735	72.21	\$26.89
23	Street Lighting - Overhead Equivalent (SE)	2,187	5,287	0.42	\$0.13	2,256	5,287	0.43	\$0.14
24	Unmetered Outdoor Lighting (UOL)								
25	Total Lighting	\$8,152,031	180,939		\$2,872.303	\$8,409,527	180,939		\$3,130,202
26									
27	Total Retail	\$437,317,251				\$451,190,651			\$170,304,480

Duke Energy Ohio
Rider DR
Calculation of Rider Rate

Line No.	Distribution Revenue Requirement	Calculated Distribution Rev Req Per Bill				
		Proposed Revenue	Bills (t)	Dist Rev Req per Bill (t)	Incremental Revenue	
1	Total Change in Revenue Requirements					
2	Allocation of Revenue Requirements from Prior Case					
3	Residential (RS: R3SP & CUR)	\$272,195,505	8,006,293	\$34.00	\$13.47	\$107,844,757
4	Optional Heating Service (OHR)	184,421	2,535	71.93	\$28.51	72,301
5	Optional Time-of-Day (TOD)	15,030	232	46.21	\$18.02	5,082
6	Total Residential	\$272,391,055	8,008,111			\$107,922,150
7	Secondary Distribution (DS)	\$127,067,959	254,052	\$500.16	\$193.42	\$49,138,738
8	Unmetered Small Fixed Loads (GSFL)	925,390	4,607	201.52	\$77.96	359,182
9	Electric Space Heating (EH)	2,767,952	7,702	359.38	\$138.84	1,070,116
10	Secondary Distribution Service - Small (DSM)	18,918,992	503,249	37.00	\$14.31	7,201,493
11	Primary Distribution (DP)	34,632,080	1,942	9,564.00	\$3,697.89	13,466,987
12	Primary Distribution (DP RTP)					
13	Total Distribution	\$184,214,470	773,252			\$71,236,458
14						
15	Transmission Voltage (TS)	\$77,715	377	\$206.14	\$79.66	\$30,032
16	Transmission Voltage (TS RTP)					
17	Total Transmission Voltage	\$77,715	377			\$30,032
18	Street Lighting (SL)	5,497,279	16,468	\$333.41	\$128.93	\$2,125,798
19	Traffic Lighting (TL)	199,708	1,298	153.09	\$59.26	76,945
20	Outdoor Lighting (OL)	1,938,683	116,668	16.81	\$6.42	749,137
21	Non-Standard Street Lighting (NSL)	147,984	15,767	9.39	\$3.54	57,382
22	Non-Standard Private Outdoor Lighting (NSP)					
23	Street Lighting - Customer Owned (SC)	462,566	886	\$524.14	\$206.08	178,495
24	Street Lighting - Overhead Equivalent (SE)	427,199	5,780	73.91	\$28.59	185,250
25	Unmetered Outdoor Lighting (UOL)	2,327	3,308	0.44	\$0.15	796
26	Total Lighting	\$8,874,746	182,198			\$3,353,744
27	Total Retail	\$465,358,453				\$182,542,481

Duke Energy Ohio
Summary of Projected Rider DR Rates

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
1 Residential (RS, RSP & CUR)	\$6.66	\$7.33	\$7.99	\$8.80	\$9.37	\$10.10	\$10.86	\$11.64	\$12.65	\$13.47
2 Optional Heating Service (ORH)	\$14.12	\$15.54	\$16.92	\$18.84	\$19.83	\$21.40	\$23.00	\$24.63	\$26.78	\$28.51
3 Optional Time-of-Day (TD)	\$8.78	\$9.68	\$10.60	\$11.84	\$12.51	\$13.49	\$14.50	\$15.54	\$16.92	\$18.02
4										
5										
6 Secondary Distribution (DS)	\$98.68	\$107.62	\$116.74	\$130.23	\$135.46	\$145.69	\$156.10	\$166.95	\$181.91	\$193.42
7 Secondary Distribution (DS RTP)										
8 Unmetered Small Fixed Loads (GSFL)	\$39.75	\$43.34	\$47.01	\$52.44	\$54.58	\$58.72	\$62.92	\$67.31	\$73.33	\$77.96
9 Electric Space Heating (EH)	\$70.91	\$77.32	\$83.88	\$93.57	\$97.34	\$104.68	\$112.15	\$119.84	\$130.69	\$138.94
10 Secondary Distribution Service - Small (DM)	\$7.30	\$7.96	\$8.64	\$9.63	\$10.02	\$10.78	\$11.55	\$12.35	\$13.46	\$14.31
11 Primary Distribution (DP)	\$1,887.01	\$2,037.81	\$2,232.84	\$2,480.84	\$2,590.03	\$2,784.83	\$2,984.28	\$3,191.02	\$3,477.11	\$3,687.69
12 Primary Distribution (DP RTP)										
13										
14										
15 Transmission Voltage (TS)	\$40.17	\$44.04	\$48.01	\$53.57	\$55.73	\$59.89	\$64.33	\$68.79	\$74.96	\$79.66
16 Transmission Voltage (TS RTP)										
17										
18										
19 Street Lighting (SL)	\$85.79	\$71.75	\$77.83	\$66.82	\$60.30	\$67.13	\$104.06	\$111.29	\$121.27	\$128.93
20 Traffic Lighting (TL)	\$30.35	\$33.06	\$35.83	\$39.96	\$41.58	\$44.87	\$47.82	\$51.17	\$55.75	\$59.28
21 Outdoor Lighting (OL)	\$3.28	\$3.57	\$3.88	\$4.33	\$4.50	\$4.84	\$5.18	\$5.54	\$6.04	\$6.42
22 Non-Standard Street Lighting (NSU)	\$1.88	\$2.03	\$2.20	\$2.45	\$2.55	\$2.74	\$2.94	\$3.14	\$3.42	\$3.64
23 Non-Standard Private Outdoor Lighting (NSP)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24 Street Lighting - Customer Owned (SC)	\$105.13	\$114.58	\$124.27	\$138.67	\$144.32	\$155.28	\$166.50	\$177.89	\$193.97	\$206.08
25 Street Lighting - Overhead Equivalent (SE)	\$14.59	\$15.92	\$17.26	\$19.25	\$20.03	\$21.55	\$23.08	\$24.68	\$26.89	\$28.59
26 Unmetered Outdoor Lighting (UOLS)	\$0.07	\$0.07	\$0.08	\$0.09	\$0.10	\$0.11	\$0.12	\$0.13	\$0.14	\$0.15

Duke Energy Ohio
Calculation of Rider AERR Rates

Year	Sales At Meter (kWh) ⁽¹⁾			Energy Loss Factors ⁽²⁾		Generation Level Sales (kWh)		
	Total	Distribution	Transmission	Distribution	Transmission	Total	Distribution	Transmission
2012	20,473,777,000	17,230,668,191	3,243,108,809	6.847%	3.134%	21,755,142,630	18,410,410,428	3,344,732,203
2013	20,810,354,000	17,513,930,366	3,296,423,634	6.847%	3.134%	22,112,784,537	18,713,066,880	3,399,717,657
2014	21,177,162,000	17,822,634,858	3,354,527,142	6.847%	3.134%	22,502,549,472	19,042,907,623	3,459,641,848
2015	21,344,607,000	17,963,556,059	3,381,050,941	6.847%	3.134%	22,680,474,134	19,193,477,358	3,486,996,776
2016	21,306,958,000	17,931,870,775	3,375,087,225	6.847%	3.134%	22,640,468,845	19,159,622,660	3,480,846,185
2017	21,288,315,000	17,916,180,883	3,372,134,117	6.847%	3.134%	22,620,559,060	19,142,858,519	3,477,800,541
2018	21,261,578,000	17,893,679,106	3,367,898,894	6.847%	3.134%	22,592,248,706	19,118,816,099	3,473,432,607
2019	21,246,265,000	17,880,791,732	3,365,473,268	6.847%	3.134%	22,575,977,331	19,105,046,358	3,470,930,973
2020	21,240,063,000	17,875,572,148	3,364,490,852	6.847%	3.134%	22,569,387,175	19,099,469,401	3,469,917,773
2021	21,241,344,000	17,876,650,233	3,364,693,767	6.847%	3.134%	22,570,748,347	19,100,621,301	3,470,127,046

Year	REC Purchases For Compliance ⁽³⁾			Rate Per kWh (At Meter)	
	Total	Distribution	Transmission	Distribution	Transmission
2012	\$3,453,714	\$2,922,725	\$530,989	\$0.000170	\$0.000164
2013	\$5,451,657	\$4,613,495	\$838,162	\$0.000263	\$0.000254
2014	\$9,092,796	\$7,694,829	\$1,397,967	\$0.000432	\$0.000417
2015	\$14,813,737	\$12,536,207	\$2,277,530	\$0.000698	\$0.000674
2016	\$18,790,641	\$15,901,684	\$2,888,957	\$0.000887	\$0.000856
2017	\$21,742,192	\$18,399,451	\$3,342,741	\$0.001027	\$0.000991
2018	\$24,714,895	\$20,915,117	\$3,799,778	\$0.001169	\$0.001128
2019	\$28,097,014	\$23,777,255	\$4,319,760	\$0.001330	\$0.001284
2020	\$27,330,274	\$23,128,396	\$4,201,878	\$0.001294	\$0.001249
2021	\$29,553,529	\$25,009,838	\$4,543,691	\$0.001399	\$0.001350

Notes:

(1) Forecasted kWh - assumes no switching. kWh allocated to transmission service and distribution service based on actual 2010 load (Page 3).

(2) Energy loss factors from Case No. 92-1464-EL-AIR.

(3) From page 2. Data prepared by Duke Energy Midwest Commercial Generation.

Obligation	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
In-State Solar	3,407	5,604	9,614	15,615	19,000	23,404	27,707	31,928	36,151	40,374
Adj State Solar	3,407	5,604	9,614	15,615	19,000	23,404	27,707	31,928	36,151	40,374
In-State NonSolar	81,777	118,928	190,668	348,742	455,991	561,693	664,975	766,282	867,628	968,968
Adj State NonSolar	81,777	118,928	190,668	348,742	455,991	561,693	664,975	766,282	867,628	968,968
	170,389	249,085	400,564	728,715	949,982	1,170,193	1,385,364	1,596,421	1,807,558	2,018,684

\$/REC	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
In-State Solar	\$ 290.00	\$ 280.00	\$ 230.00	\$ 215.00	\$ 215.00	\$ 215.00	\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00
Adj State Solar	\$ 150.00	\$ 175.00	\$ 220.00	\$ 220.00	\$ 210.00	\$ 210.00	\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00
In-State NonSolar	\$ 22.00	\$ 22.50	\$ 22.50	\$ 20.00	\$ 20.00	\$ 17.00	\$ 16.00	\$ 15.00	\$ 14.00	\$ 13.00
Adj State NonSolar	\$ 1.90	\$ 1.90	\$ 2.50	\$ 3.00	\$ 3.50	\$ 4.00	\$ 4.50	\$ 5.00	\$ 5.00	\$ 5.00

Total \$ REC Purchases for Compliance	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
In-State Solar	\$ 988,138	\$ 1,569,109	\$ 2,211,112	\$ 3,357,294	\$ 4,084,922	\$ 5,031,831	\$ 5,541,456	\$ 6,385,685	\$ 5,422,673	\$ 6,056,051
Adj State Solar	\$ 511,106	\$ 980,693	\$ 2,114,976	\$ 3,435,371	\$ 3,989,974	\$ 4,914,812	\$ 5,541,456	\$ 6,385,685	\$ 5,422,673	\$ 6,056,051
In-State NonSolar	\$ 1,799,093	\$ 2,675,891	\$ 4,290,037	\$ 6,974,844	\$ 9,119,826	\$ 9,548,778	\$ 10,639,596	\$ 11,494,233	\$ 12,146,788	\$ 12,596,586
Adj State NonSolar	\$ 155,376	\$ 225,964	\$ 476,671	\$ 1,046,227	\$ 1,595,969	\$ 2,246,771	\$ 2,992,386	\$ 3,831,411	\$ 4,338,139	\$ 4,844,841
TOTAL	\$ 3,453,714	\$ 5,451,557	\$ 9,092,796	\$ 14,813,737	\$ 18,790,641	\$ 21,742,192	\$ 24,714,895	\$ 28,097,014	\$ 27,330,274	\$ 29,553,529

NOTES:

2012 Requirement Requirement is based on 2009 - 2011 load. Switching is included in the load used to calculate the obligation.
 2013 & 2014 Requirements The calculation for these years obligations includes years in which the load includes switching.
 2013 includes 2010 and 2011.
 2014 includes 2011.

DUKE ENERGY OHIO
RETAIL KWH BY RATE
JANUARY 2010 - DECEMBER 2010

ATTACHMENT JEZ-6
PAGE 3 OF 3

Sum of USAGE	
RATECODE	Total
DM	554,556,938
DP	1,748,258,296
DP-L	694,717,297
DP-R	-84,908,104
DS	6,209,371,661
DS-L	447,340,441
DS-R	1,842,697
EH	88,017,437
GSFL	29,877,067
MCPC	0
MCRC	0
NSOR	406,673
NSP	959,672
NSU	929,604
NSUR	84,368
OL	18,088,047
OLFR	202,378
OLOR	3,161,447
OLU	1,834
OLUR	492
ORH	7,533,050
RS	7,523,210,394
RS01	91,305,838
RS3P	4,384,389
RSLI	84,162,540
SC	20,418,768
SE	4,838,150
SFL2	526,505
SL	37,898,800
SOLU	21,097
SSLU	10,665
SXLU	7,573
TD	411,960
TL	17,932,684
TS	273,779,129
TSGE	156,526,403
TSGS	20,434,800
TS-L	2,798,712,329
TS-R	49,307,022
UOLC	359,779
UOLL	13,563,431
UOLP	1,341,563
UORP	1,279
UTAM	0
UTBT	0
UTEM	0
WS02	584,430
WS04	28,200
(blank)	4,892,475
Grand Total	20,825,101,498

TOTAL KWH	20,825,101,498	100.0%
TRANSMISSION VOLTAGE KWH	3,298,759,683	15.8%
DISTRIBUTION VOLTAGE KWH	17,526,341,815	84.2%

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Duke)	
Energy Ohio for Authority to Establish a)	
Standard Service Offer Pursuant to Section)	
4928.143, Revised Code, in the Form of)	Case No. 11-3549-EL-SSO
an Electric Security Plan, Accounting)	
Modifications and Tariffs for Generation)	
Service.)	
In the Matter of the Application of Duke)	
Energy Ohio for Authority to Amend its)	Case No. 11-3550-EL-ATA
Certified Supplier Tariff, P.U.C.O. No. 20.)	
In the Matter of the Application of Duke)	
Energy Ohio for Authority to Amend its)	Case No. 11-3551-EL-UNC
Corporate Separation Plan.)	

VOLUME IV

TESTIMONY

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Duke)
Energy Ohio for Authority to Establish a)
Standard Service Offer Pursuant to Section)
4928.143, Revised Code, in the Form of an) Case No. 11-3549-EL-SSO
Electric Security Plan, Accounting)
Modifications and Tariffs for Generation)
Service.)

In the Matter of the Application of Duke)
Energy Ohio for Authority to Amend its) Case No. 11-3550-EL-ATA
Certified Supplier Tariff, P.U.C.O. No. 20.)

In the Matter of the Application of Duke)
Energy Ohio for Authority to Amend its) Case No. 11-3551-EL-UNC
Corporate Separation Plan.)

DIRECT TESTIMONY OF

MARK D. WYATT

ON BEHALF OF

DUKE ENERGY OHIO, INC.

June 20, 2011

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III. CONCLUSION	7

I. INTRODUCTION

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is Mark D. Wyatt and my business address is 400 South Tryon Street,
3 Charlotte, North Carolina 28285.

4 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

5 A. I am employed by Duke Energy Business Services LLC (DEBS) as Vice
6 President of SmartGrid and Energy Systems. DEBS provides various
7 administrative and other services to Duke Energy Ohio, Inc., (Duke Energy Ohio
8 or the Company) and other affiliated companies of Duke Energy Corporation
9 (Duke Energy).

10 **Q. PLEASE SUMMARIZE YOUR EDUCATION AND PROFESSIONAL**
11 **BACKGROUND.**

12 A. I earned a Bachelor of Science Degree in Computer Science from North Carolina
13 State University in 1980. I currently serve on the board of directors of Customer
14 Services Week, a non-profit organization that provides educational opportunities
15 for utility customer service professionals. Additionally, I am the immediate past
16 chair of the Strategic Advisory Board for the department of Computer
17 Engineering at North Carolina State University.

18 **Q. PLEASE SUMMARIZE YOUR PROFESSIONAL EXPERIENCE.**

19 A. I joined Duke Power in 1980 as a programmer analyst. After a series of
20 promotions in the information technology (IT) area, I was named the Director of
21 Global Asset Development in 1998, where I established a service delivery process
22 supporting both domestic and international information management business
23 needs for Duke Energy's unregulated portfolio of businesses. I became Managing

1 Director of Information Management in 2000 and was promoted to Vice President
2 of Information Management for Duke Energy Generation Services in 2001. I
3 became Vice President of Information Management for Duke Energy North
4 America in 2003, and then became Vice President of Information Technology for
5 Duke Power in late 2003. I became Vice President of Enterprise Business
6 Applications in 2006, and I was named to my current position in 2009.

7 **Q. PLEASE SUMMARIZE YOUR DUTIES AS VICE PRESIDENT OF**
8 **SMARTGRID AND ENERGY SYSTEMS.**

9 **A.** I am the lead executive responsible for the overall deployment of SmartGrid in
10 the five states in which Duke Energy has regulated utility affiliates. My
11 accountabilities include leadership of the program management function for
12 deployment of the following aspects of the SmartGrid program: (1) Automated
13 Metering Infrastructure (AMI); (2) Distribution Automation (DA); (3) the two-
14 way digital communications network; and (4) all supporting IT systems required
15 to enable the collection and management of SmartGrid generated data in support
16 of Duke Energy's business goals and objectives.

17 The program management function consists of the following functional
18 areas: (1) managing the integrated cost and schedule for all projects under the
19 Smart Grid program; (2) managing SmartGrid vendor/supplier relationships; (3)
20 performing periodic quality assurance audits of SmartGrid vendors/suppliers; (4)
21 providing independent assessments of SmartGrid projects; and (5) management
22 oversight of the U.S. Department of Energy SmartGrid Investment Grant award.

1 Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE PUBLIC
2 UTILITIES COMMISSION OF OHIO?

3 A. I have provided written testimony in other SmartGrid-related cases before the
4 Public Utilities Commission of Ohio (Commission), including most recently in
5 the Company's application for cost recovery for SmartGrid deployment in Case
6 No. 10-867-GE-RDR.

7 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS
8 PROCEEDING?

9 A. The purpose of my testimony in this proceeding is to discuss the filing
10 requirements under O.A.C. 4901:1-35-03(C)(9)(g)(i)-(v) that may be deemed
11 applicable to Duke Energy Ohio's proposed electric security plan (ESP).
12 Although Duke Energy Ohio is not seeking Commission approval of a new
13 infrastructure modernization plan, it is proposing to consolidate the existing
14 SmartGrid rider, Rider DR-IM, into a new distribution rider, Rider DR.
15 Company witness William Don Wathen Jr. addresses proposed Rider DR in
16 greater detail. Out of an abundance of caution and because of the proposed
17 change to the existing SmartGrid rider, I address below certain of the filing
18 requirements set forth in O.A.C. 4901:1-35-03(C)(9)(g)(i)-(v).

II. DISCUSSION OF DUKE ENERGY OHIO'S **SMARTGRID PROGRAM**

19 Q. PLEASE ELABORATE ON WHY DUKE ENERGY OHIO DISCUSSES
20 ITS EXISTING SMARTGRID PROGRAM IN THE CONTEXT OF THIS
21 FILING, IF THAT PROGRAM HAS ALREADY BEEN APPROVED.

1 A. Duke Energy Ohio sought, and obtained, Commission approval of its existing
2 infrastructure modernization plan – SmartGrid – in its first ESP, filed under Case
3 No. 08-920-EL-SSO, *et al.* Thereafter, through annual rider filings, the Company
4 has sought, and obtained, recovery of costs related to its SmartGrid deployment
5 efforts.¹ Duke Energy Ohio intends to continue the process of annual filings for
6 Rider DR-IM with regard to deployment costs. Thereafter, as detailed by Duke
7 Energy Ohio witness Wathen, the Company proposes to consolidate Rider DR-IM
8 into Rider DR. Neither the overall plan nor the deployment schedule will be
9 altered by this consolidation of riders. But to the extent the proposed
10 consolidation of riders is interpreted as triggering the ESP filing requirements
11 applicable to distribution-related issues, I discuss those requirements below. I
12 further note that detailed discussion of the benefits, metrics, and milestones
13 related to the SmartGrid program are readily available in the cases that I mention
14 above.

15 **Q. PLEASE EXPLAIN THE COMPANY'S EXISTING PLAN AND**
16 **DEPLOYMENT OF SMARTGRID.**

17 A. Duke Energy Ohio's AMI and associated communications network consists of a
18 fully automated metering system that provides two-way communications between
19 the meter and the back office data systems, and is capable of performing remote
20 operations of the meter, including remote meter reads, upgrades, and
21 disconnections and reconnections, among other attributes.

22 Duke Energy Ohio has installed approximately 179,744 electric meters

¹ See, e.g., Case No. 09-543-GE-RDR (filing for cost recovery of 2008 costs) and Case No. 10-867-GE-RDR (filing for cost recovery for 2009 costs).

1 and 132,554 gas modules as part of the AMI deployment. These numbers are
2 current as of March 31, 2011. Approximately 98 percent of the meters are
3 installed at residential locations and 2 percent are at small commercial locations.
4 Along with those meters, the Company has installed approximately 32,236
5 communication nodes, referred to as "collection boxes." These collection boxes
6 are part of the communications network to facilitate the two-way communications
7 and data transfer between the meters and the Company's back office.

8 **Q. PLEASE DESCRIBE THE BENEFITS OF DUKE ENERGY OHIO'S**
9 **SMARTGRID PLAN.**

10 **A.** The prior SmartGrid-related filings provide detail with respect to the benefits of
11 the SmartGrid program. As confirmed by the evidence in those prior proceedings,
12 the direct customer benefits include, but are not limited to:

- 13 • Improved Billing Accuracy: Automated metering enables the
14 Company to obtain reliable, accurate meter reads without having to
15 gain access to the meter, which may be located inside a customer's
16 home.
- 17 • Customer Access to Daily Usage: The digital communications
18 network and the AMI meter provide customers with the ability to
19 access their daily usage information. This, in turn, provides
20 customers with better insight into their daily energy usage patterns
21 and an enhanced ability to make proactive decisions about energy
22 use as a result.
- 23 • Remote Connections/Disconnections: With the new technology,
24 Duke Energy Ohio can remotely connect new electric service or

1 disconnect existing electric service.

2 Distribution Automation (DA) Reliability Improvements also add a number of
3 benefits, including improved system reliability, improved power quality,
4 improved operating efficiencies, and improved customer satisfaction.

5 • Circuit Breakers and Reclosers: These assets act to address
6 temporary line faults, avoiding extended interruption of service and
7 isolating permanent line faults, which reduces the number of
8 customers experiencing extended interruption of services. Also,
9 the automation of this equipment will help the Company to obtain
10 real-time operating data, reduce truck rolls, improve operating
11 efficiencies, reduce operations and maintenance costs, and reduce
12 outage duration.

13 • Self Healing Technology: This technology uses distribution line
14 power devices such as switches, programmable reclosers, and
15 circuit breakers that are automated and thus capable of
16 communicating with an intelligent control system. The control
17 system, communication system, and power line devices all work
18 together as a “team” – all serving to identify, communicate, and
19 isolate the portion of the system affected by a fault or other
20 problem, thus minimizing the impact to customers.

21 • Switched Capacitor Banks and Voltage Regulators: The
22 automation of switched capacitor banks and voltage regulators will
23 allow the Company to better optimize our system performance and
24 demonstrate integrated volt/VAR control strategies. This
25 equipment will also help improve power factors, reduce line losses,
26 allow remote control of our capacitor banks and voltage regulators,
27 and reduce the number of manual on-site inspections.

1 Q. PLEASE PROVIDE A DESCRIPTION OF THE COSTS OF THE
2 SMARTGRID PLAN.

3 A. The Commission has approved the recovery of costs associated with the
4 SmartGrid program, as described in Case No. 09-543-GE-RDR and Case No. 10-
5 867-GE-RDR. Cost recovery for 2010 and 2011 will be requested consistent with
6 the process established in Case No. 08-920-EL-SSO, *et al.* Thereafter and upon
7 approval of the proposed ESP, including Rider DR, cost recovery will be included
8 in the annual adjustments of Rider DR, as detailed by Duke Energy Ohio witness
9 Wathen.

10 Q. PLEASE EXPLAIN HOW THE SMARTGRID PLAN ALIGNS THE
11 EXPECTATIONS OF CUSTOMERS AND DUKE ENERGY OHIO IN
12 RESPECT OF RELIABILITY AND POWER QUALITY.

13 A. Duke Energy Ohio's deployment of SmartGrid distribution automation and AMI
14 enables a significantly more reliable system, as demonstrated by the reduction in
15 the System Average Interruption Frequency Index (SAIFI). As a condition of
16 deployment, the Company committed to increasingly lower SAIFI numbers. In
17 the first two years of deployment, the Company has exceeded its target. The 2009
18 target was 1.50 and the actual result was 1.30. In 2010, the target was 1.44 and
19 the actual result was 1.10.

III. CONCLUSION

20 Q. DOES THIS CONCLUDE YOUR PRE-FILED DIRECT TESTIMONY?

21 A. Yes.

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Duke)	
Energy Ohio for Authority to Establish a)	
Standard Service Offer Pursuant to Section)	
4928.143, Revised Code, in the Form of)	Case No. 11-3549-EL-SSO
an Electric Security Plan, Accounting)	
Modifications and Tariffs for Generation)	
Service.)	
In the Matter of the Application of Duke)	
Energy Ohio for Authority to Amend its)	Case No. 11-3550-EL-ATA
Certified Supplier Tariff, P.U.C.O. No. 20.)	
In the Matter of the Application of Duke)	
Energy Ohio for Authority to Amend its)	Case No. 11-3551-EL-UNC
Corporate Separation Plan.)	

REDACTED VERSION

DIRECT TESTIMONY OF

BRIAN D. SAVOY

ON BEHALF OF

DUKE ENERGY OHIO, INC.

June 20, 2011

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III. CONCLUSION	8

Attachments:

BDS-1: Projected Statements of Income
BDS-2: Projected Balance Sheets
BDS-3: Projected Sources and Uses of Funds

Workpapers:

See Attachment WDW-2

I. INTRODUCTION

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 **A. My name is Brian D. Savoy, and my business address is 526 South Church Street,**
3 **Charlotte, North Carolina 28202.**

4 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

5 **A. I am employed by Duke Energy Business Services LLC (DEBS) as Managing**
6 **Director of Corporate Financial Planning and Analysis. DEBS provides various**
7 **administrative and other services to Duke Energy Ohio, Inc., (Duke Energy Ohio**
8 **or the Company) and other affiliated companies of Duke Energy Corporation**
9 **(Duke Energy).**

10 **Q. PLEASE BRIEFLY DESCRIBE YOUR EDUCATION AND**
11 **PROFESSIONAL EXPERIENCE.**

12 **A. I earned a bachelor of business administration degree in accounting from Lamar**
13 **University in Beaumont, Texas. I am a certified public accountant in both Texas**
14 **and Ohio.**

15 Prior to joining Duke Energy, I was a Manager with the international
16 accounting firm, Deloitte & Touche, based in Houston, Texas. During my tenure
17 at Deloitte & Touche, I served various energy clients through audit and consulting
18 services.

19 I joined Duke Energy in July 2001 as Manager of Technical Accounting in
20 Houston, Texas and, in December of that year, I was named Director of Risk
21 Management Accounting. In April 2004, I was promoted to Senior Director of
22 Risk Management Accounting and Analysis at Duke Energy North America in

1 Houston, Texas. In this role, I led the derivative accounting and trading control
2 functions for the energy trading and marketing activities of Duke Energy.

3 In April 2006, I was promoted to Vice President and Controller of the
4 Commercial Power unit of Duke Energy in Cincinnati, Ohio. In this role, I was
5 responsible for the financial accounting, reporting and internal controls of Duke
6 Energy's non-regulated generation and Duke Energy Generation Services
7 businesses.

8 In March 2009, I was appointed to General Manager of Corporate
9 Financial Planning & Analysis in Duke Energy's headquarters in Charlotte, North
10 Carolina. In this role, I am responsible for leading the financial forecasting and
11 planning for the corporation. In January 2011, my title was changed to Managing
12 Director of Corporate Financial Planning & Analysis, but there was no change to
13 my responsibilities.

14 **Q. PLEASE DESCRIBE YOUR DUTIES AS MANAGING DIRECTOR OF**
15 **CORPORATE FINANCIAL PLANNING AND ANALYSIS.**

16 **A.** I lead and direct a team of approximately thirty professionals in the preparation of
17 the short- and long-term financial forecasts of earnings and cash flow of Duke
18 Energy, including each operating unit. This role also includes financial modeling
19 of sensitivities and strategic scenarios and evaluating the projected financial
20 impact of those alternatives. The primary deliverables from this group are
21 financial presentations to senior management and the board of directors as well as
22 financial targets for employee incentive compensation.

1 Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE PUBLIC
2 UTILITIES COMMISSION OF OHIO?

3 A. Yes. Earlier this year, I testified before the Public Utilities Commission of Ohio
4 (Commission) in Duke Energy Ohio's application for approval of a market rate
5 offer, filed under Case No. 10-2586-EL-SSO.

6 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS
7 PROCEEDING?

8 A. The purpose of my testimony is to sponsor pro forma financial projections in
9 respect of the implementation of the Company's proposed electric security plan
10 (ESP or Plan). My testimony addresses the effect of the ESP upon the Company
11 for the duration of the Plan, as required by O.A.C. 4901:1-35-03(C)(2).

II. DISCUSSION

12 Q. WHAT ARE THE ATTACHMENTS FOR WHICH YOU ARE
13 RESPONSIBLE?

14 A. I am sponsoring all or part of the following items:

- 15 • BDS-1: Projected Statements of Income
- 16 • BDS-2: Projected Balance Sheets
- 17 • BDS-3: Projected Sources and Uses of Funds

18 Q. PLEASE IDENTIFY AND DESCRIBE ATTACHMENT BDS-1.

19 A. Attachment BDS-1 is the Projected Statements of Income that incorporate the
20 proposed ESP structure for the legacy coal generation assets of Duke Energy Ohio
21 for the period between January 1, 2012, and May 31, 2021.

1 **Q. PLEASE IDENTIFY AND DESCRIBE ATTACHMENT BDS-2**

2 A. Attachment BDS-2 contains the Projected Balance Sheets for the legacy coal
3 generation assets of Duke Energy Ohio for the nine years and five months ending
4 December 31, 2012; December 31, 2013; December 31, 2014; December 31,
5 2015; December 31, 2016; December 21, 2017; December 31, 2018; December
6 31, 2018; December 31, 2019; December 31, 2020; and May 31, 2021.

7 **Q. PLEASE IDENTIFY AND DESCRIBE ATTACHMENT BDS-3.**

8 A. Attachment BDS-3 is the Projected Sources and Uses of Funds for the legacy coal
9 generation assets of Duke Energy Ohio for the period between January 1, 2012,
10 and May 31, 2021.

11 **Q. HOW ARE THESE ATTACHMENTS AND SCHEDULES RELEVANT TO**
12 **THE COMPANY'S REQUEST FOR AN ELECTRIC SECURITY PLAN?**

13 A. As I have been informed, Ohio law allows for an electric utility company such as
14 Duke Energy Ohio to extend to its customers a standard service offer in the form
15 of an ESP. In seeking approval of such an offer, the Company must satisfy certain
16 criteria. Relevant to my testimony is the requirement that the Company provide
17 pro forma financial projections.

18 Specifically, I understand that Duke Energy Ohio must provide pro forma
19 financial projections of the effect of that Plan's implementation upon the
20 Company, for the duration of the ESP. Additionally, the information provided by
21 the Company must include the assumptions made and methodologies used in
22 preparing the pro forma financial projections.

1 Q. WHAT IS THE DURATION OF THE ESP THAT YOU USED FOR
2 PURPOSES OF DEVELOPING THE PRO FORMA FINANCIAL
3 PROJECTIONS ATTACHED TO AND A PART OF YOUR TESTIMONY?

4 A. The pro forma financial projections attached to and incorporated into my
5 testimony reflect the nine-year, five-month term of the ESP, as proposed by the
6 Company.

7 Q. WHAT ASSUMPTIONS DID YOU MAKE FOR PURPOSES OF
8 DEVELOPING THESE PRO FORMA FINANCIAL PROJECTIONS?

9 A. I made the following assumptions:

- 10 • The capacity charge has been prepared under the assumption of being
11 updated annually.
- 12 • The capacity charge for the first year of the ESP was determined using the
13 cost of service for the legacy coal generation assets based on the FERC
14 Form 1 data for 2010.
- 15 • Financial forecasts and resulting capacity charges for years after 2010 are
16 derived via forecasted capital plans with historical test year convention
17 (e.g., 2012 forecast was used to determine the capacity charge for 2014,
18 etc).
- 19 • For purposes of calculating the capacity charge, return on equity as well as
20 the overall weighted average cost of capital was held constant for the
21 duration of the ESP term. The return on equity is based on the
22 recommendation of Duke Energy Ohio witness Dr. Roger A. Morin and
23 the weighted average cost of capital is based on the Company's capital

1 structure, adjusted to remove the impacts of purchase accounting and the
2 equity associated with the Company's investment in generation assets
3 acquired in the 2006 merger. Additionally, the capital structure is held
4 constant, as well, during the term of the ESP at 55.8 percent equity and
5 44.2 percent debt for capacity charge calculation purposes.

6 • In the projected Balance Sheets, equity changes from year to year based
7 on the amount of projected net income closed to retained earnings. No
8 distributions to Duke Energy have been assumed. Distributions will be
9 evaluated on an annual basis based on the cash position and future needs.

10 • Cash on hand at the start of the projection period is sufficient to cover net
11 uses of cash in any particular year of the projection. As a result, no
12 additional capital from debt or equity is assumed.

13 • Forecasted net profits from the energy and ancillary services sales are
14 derived from utilizing forecasted commodity prices obtained from ICF
15 International (ICF) and Duke Energy Ohio's commercial business model.

16 • Duke Energy Ohio does not participate in the energy auctions under its
17 proposed ESP.

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

1 Q. PLEASE EXPLAIN WHY THE CAPITAL STRUCTURE OF 45.3
2 PERCENT EQUITY AND 54.7 PERCENT DEBT FOR 2012, AS WELL AS
3 SUBSEQUENT YEARS, IS LOWER THAN THE CAPITAL STRUCTURE
4 ASSUMED TO DETERMINE THE EQUITY COMPONENT OF RATE
5 BASE IN ORDER TO DERIVE THE PROPOSED ESP CAPACITY
6 CHARGE.

7 A. The Projected Balance Sheets presented begin with the historical Duke Energy
8 Ohio values applicable to the legacy coal generation assets. The historical
9 retained earnings include the writeoff of goodwill associated with the legacy coal
10 generation assets of Duke Energy Ohio. Adjusting the retained earnings for the
11 goodwill write-off results in a capital structure of approximately 53% equity and
12 47% debt. In each year of the projection, the relative proportion of debt and
13 equity will vary slightly depending on (1) earnings that increase equity, (2)
14 dividends that lower equity, and (3) issuances/redemption of debt which raise or
15 lower debt balances. On the other hand, the projected revenue requirement for the
16 ESP capacity charge assumes a constant capital structure; consequently, there will
17 be a variance between the projected capital structure in the financial statements
18 and the capital structure used in the ratemaking formula.

19 Q. WHAT IS THE METHODOLOGY THAT YOU EMPLOYED IN
20 PREPARING THE PRO FORMA FINANCIAL PROJECTIONS?

21 A. The pro forma financial statements were developed consistent with the
22 methodology utilized by the Company for preparing its normal operating forecast.
23 This process involves input from various groups within the Company. The key

1 forecasting inputs from these groups relate to the forecasting of load, generation,
2 O&M, capital expenditures and financing.

III. CONCLUSION

3 **Q. WERE ATTACHMENTS BDS-1 THROUGH BDS-3 PREPARED BY YOU**
4 **OR PERSONS UNDER YOUR DIRECTION AND CONTROL?**

5 **A. Yes.**

6 **Q. DOES THIS CONCLUDE YOUR PRE-FILED DIRECT TESTIMONY?**

7 **A. Yes.**

**Duke Energy Ohio
Legacy Generation Assets
Projected Income Statements**

Exhibit B05-1
Page 1 of 1

[illegible]

Duke Energy Ohio
Legacy Generation Assets
Projected Balance Sheets

Exhibit B05 - 2
Page 1 of 1

Line	Description	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
1	ASSETS										
2	Gross Plant in Service	2,755,753,991	2,981,793,391	3,233,511,373	3,396,453,904	3,578,647,150	3,757,292,220	3,963,581,038	4,263,106,085	4,336,751,243	4,398,702,186
3	CWIP	48,971,000	59,624,000	64,753,000	84,645,000	64,753,000	64,753,000	84,645,000	4,263,106,085	4,336,751,243	4,398,702,186
4	TOTAL UTILITY PLANT	2,804,724,991	3,041,417,391	3,298,264,373	3,481,098,904	3,643,400,150	3,822,045,220	4,048,226,038	8,526,212,170	8,673,502,486	8,797,404,372
5	Accumulated Depreciation	318,507,103	418,086,865	519,654,073	624,434,388	732,573,317	843,068,404	958,526,717	1,071,740,758	1,173,165,641	1,216,121,263
6	NET UTILITY PLANT	2,486,217,887	2,623,330,527	2,778,610,300	2,856,664,516	2,910,826,833	3,038,976,816	3,089,700,321	7,454,461,412	7,500,336,845	7,581,283,109
7	CURRENT ASSETS										
8	Cash and Cash Equivalents	301,323,942	285,296,761	252,153,772	346,650,429	492,489,501	565,840,470	601,905,985	581,937,177	778,503,774	771,445,077
9	Receivables										
10	Inventory	120,576,000	120,576,000	120,576,000	120,576,000	120,576,000	120,576,000	120,576,000	120,576,000	120,576,000	120,576,000
11	Other	16,413,000	16,413,000	16,413,000	16,413,000	16,413,000	16,413,000	16,413,000	16,413,000	16,413,000	16,413,000
12	TOTAL CURRENT ASSETS	438,312,942	422,285,761	395,142,772	483,639,429	629,478,501	702,829,470	738,894,985	718,926,177	915,492,774	908,434,077
13	Intangible Assets, Net	231,205,000	231,205,000	231,205,000	231,205,000	231,205,000	231,205,000	231,205,000	231,205,000	231,205,000	231,205,000
14	Other Non-current Assets	18,792,000	18,792,000	18,792,000	18,792,000	18,792,000	18,792,000	18,792,000	18,792,000	18,792,000	18,792,000
15	TOTAL ASSETS	3,214,527,829	3,284,613,288	3,412,770,072	3,590,300,945	3,772,549,333	3,967,050,287	3,994,946,305	4,160,288,504	4,339,075,376	4,341,012,000
16	EQUITY AND LIABILITIES										
17	Common Stock	379,315,000	379,315,000	379,315,000	379,315,000	379,315,000	379,315,000	379,315,000	379,315,000	379,315,000	379,315,000
18	Additional Paid-in Capital	2,090,232,000	2,090,232,000	2,090,232,000	2,090,232,000	2,090,232,000	2,090,232,000	2,090,232,000	2,090,232,000	2,090,232,000	2,090,232,000
19	Retained Earnings	(1,401,203,171)	(1,311,665,712)	(1,196,620,928)	(1,067,515,055)	(940,529,667)	(804,232,713)	(673,324,695)	(520,377,496)	(357,201,624)	(291,063,000)
20	Accumulated Other Comprehensive Income (Loss)	(21,312,000)	(21,312,000)	(21,312,000)	(21,312,000)	(21,312,000)	(21,312,000)	(21,312,000)	(21,312,000)	(21,312,000)	(21,312,000)
21	TOTAL EQUITY	1,047,031,829	1,136,569,288	1,251,614,072	1,380,719,945	1,507,705,333	1,644,002,287	1,774,910,305	1,827,907,504	2,091,033,376	2,157,171,000
22	LONG TERM DEBT	1,263,387,000	1,263,387,000	1,263,387,000	1,263,387,000	1,263,387,000	1,263,387,000	1,263,387,000	1,263,387,000	1,263,387,000	1,263,387,000
23	TOTAL CAPITAL	2,310,418,829	2,399,956,288	2,515,001,072	2,644,106,945	2,771,092,333	2,907,389,287	3,038,297,305	3,191,294,504	3,354,420,376	3,420,558,000
24	CURRENT LIABILITIES										
25	Accounts Payable	148,350,000	142,501,000	131,869,000	159,276,000	159,276,000	159,276,000	159,276,000	159,276,000	159,276,000	159,276,000
26	Notes Payable and Commercial Paper										
27	Taxes Accrued	56,324,000	45,548,000	56,132,000	62,702,000	70,965,000	76,169,000	73,157,000	85,502,000	91,163,000	36,961,000
28	Interest Accrued	6,142,000	6,142,000	6,142,000	6,142,000	6,142,000	6,142,000	6,142,000	6,142,000	6,142,000	6,142,000
29	Other	18,623,000	18,623,000	18,623,000	18,623,000	18,623,000	18,623,000	18,623,000	18,623,000	18,623,000	18,623,000
30	TOTAL CURRENT LIABILITIES	229,439,000	212,814,000	212,766,000	246,743,000	255,006,000	260,210,000	257,198,000	269,543,000	275,204,000	221,002,000
31	DEFERRED CREDITS AND OTHER LIABILITIES										
32	Deferred Income Taxes	594,511,000	601,684,000	609,844,000	619,292,000	619,292,000	619,292,000	619,292,000	619,292,000	619,292,000	619,292,000
33	Asset Retirement Obligations	5,398,000	5,398,000	5,398,000	5,398,000	5,398,000	5,398,000	5,398,000	5,398,000	5,398,000	5,398,000
34	Other	74,761,000	74,761,000	74,761,000	74,761,000	74,761,000	74,761,000	74,761,000	74,761,000	74,761,000	74,761,000
35	TOTAL DEFERRED CREDITS AND OTHER LIABILITIES	674,670,000	682,843,000	690,003,000	699,451,000	699,451,000	699,451,000	699,451,000	699,451,000	699,451,000	699,451,000
36	TOTAL EQUITY AND LIABILITIES	3,214,527,829	3,284,613,288	3,412,770,072	3,590,300,945	3,772,549,333	3,967,050,287	3,994,946,305	4,160,288,504	4,339,075,376	4,341,012,000

Duke Energy Ohio
Legacy Generation Assets
Projected Sources and Uses of Funds

Exhibit 805 - 3
Page 1 of 1

Line	Description	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
1	SOURCE OF FUNDS										
2	Net Income	71,732,829	80,337,459	115,044,764	129,105,873	126,985,388	136,396,953	130,908,019	152,997,199	163,125,873	66,138,613
3	ATUDC	-	-	-	-	-	-	-	-	-	-
4	Depreciation / Amortization	103,161,103	100,579,761	100,547,208	104,800,315	108,136,929	110,495,086	115,458,314	113,314,040	101,434,943	42,955,622
5	Deferred Income Taxes	(12,180,000)	7,173,000	8,160,000	9,448,000	-	-	-	-	-	-
6	Changes in Working Capital	43,664,942	209,471,761	176,376,772	236,896,429	374,472,501	442,619,470	482,696,985	449,383,177	640,288,774	687,432,077
7		206,358,874	406,761,981	400,128,764	480,250,618	609,596,818	689,411,509	719,063,317	715,594,216	904,839,530	796,576,322
8	APPLICATION OF FUNDS										
9	Capital Expenditures	121,068,991	196,692,400	256,846,981	182,834,531	97,548,246	178,645,070	208,288,817	299,535,047	73,645,158	61,890,943
10	Dividends Paid	-	-	-	-	-	-	-	-	-	-
11		121,068,991	196,692,400	256,846,981	182,834,531	97,548,246	178,645,070	208,288,817	299,535,047	73,645,158	61,890,943

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Duke)	
Energy Ohio for Authority to Establish a)	
Standard Service Offer Pursuant to Section)	
4928.143, Revised Code, in the Form of)	Case No. 11-3549-EL-SSO
an Electric Security Plan, Accounting)	
Modifications and Tariffs for Generation)	
Service.)	

In the Matter of the Application of Duke)	
Energy Ohio for Authority to Amend its)	Case No. 11-3550-EL-ATA
Certified Supplier Tariff, P.U.C.O. No. 20.)	

In the Matter of the Application of Duke)	
Energy Ohio for Authority to Amend its)	Case No. 11-3551-EL-UNC
Corporate Separation Plan.)	

DIRECT TESTIMONY OF

CHRISTIAN E. WHICKER

ON BEHALF OF

DUKE ENERGY OHIO, INC.

June 20, 2011

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Attachments:

CEW-1: Current Corporate Separation Plan

CEW-2: Proposed Corporate Separation Plan (Redlined)

CEW-3: Proposed Corporate Separation Plan (Clean)

I. INTRODUCTION

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is Christian E. Whicker, and my business address is 526 South Church
3 Street, Charlotte, North Carolina 28202.

4 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

5 A. I am employed by Duke Energy Business Services LLC (DEBS) as Regulatory
6 Compliance Manager. DEBS provides various administrative and other services
7 to Duke Energy Ohio, Inc., (Duke Energy Ohio or the Company) and other
8 affiliated companies of Duke Energy Corporation (Duke Energy).

9 **Q. PLEASE BRIEFLY DESCRIBE YOUR EDUCATION AND**
10 **PROFESSIONAL EXPERIENCE.**

11 A. I have Bachelor of Arts degrees in both Business Administration and Spanish,
12 both from the University of North Carolina at Charlotte. I continued my
13 education with a Masters in Business Administration from Queens University in
14 Charlotte, North Carolina. My eighteen years with Duke Energy have included
15 service in the Customer Service, Insurance, Corporate Finance, and Regulatory
16 Compliance Departments.

17 **Q. PLEASE DESCRIBE YOUR DUTIES AS REGULATORY COMPLIANCE**
18 **MANAGER.**

19 A. As Regulatory Compliance Manager, I am responsible for working with key
20 stakeholders and business owners to ensure that the appropriate processes and
21 procedures are established in order to meet applicable federal and state regulatory
22 requirements, including those requirements in the area of corporate separation.

1 This is accomplished by partnering and collaborating with the Office of General
2 Counsel and the business owners to develop training (both classroom and online),
3 communications, and documentation (manuals and/or guidelines) to educate
4 employees and contractors concerning the importance and details of compliance
5 with all applicable laws, rules, and regulations. Regulatory Compliance is a
6 primary resource for employees and contractors who have compliance-related
7 questions and/or concerns.

8 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE PUBLIC**
9 **UTILITIES COMMISSION OF OHIO?**

10 A. No.

11 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS**
12 **PROCEEDING?**

13 A. The purpose of my testimony is, first, to discuss Duke Energy Ohio's Second
14 Amended Corporate Separation Plan (Plan), adopted pursuant to R.C. 4928.17,
15 including, but not limited to, the current status of the Plan, a list of all waivers
16 previously issued by the Public Utilities Commission of Ohio (Commission)
17 regarding the Plan, and a timeline of anticipated revisions or amendments to the
18 current Plan on file with the Commission. I will also describe the amendments to
19 the Plan that the Company is proposing as a part of this filing.

20 **Q. WHAT ARE THE ATTACHMENTS FOR WHICH YOU ARE**
21 **RESPONSIBLE?**

22 A. I am sponsoring all or part of the following items:

- 1 • Attachment CEW-1 – Second Amended Corporate Separation Plan
- 2 (current)
- 3 • Attachment CEW-2 – Proposed Corporate Separation Plan (Redlined)
- 4 • Attachment CEW-3 – Proposed Corporate Separation Plan (Clean)

II. CURRENT CORPORATE SEPARATION PLAN

5 Q. WHAT IS A CORPORATE SEPARATION PLAN?

6 A. R.C. 4928.17 provides that no electric utility may engage, either directly or
7 through an affiliate, in the businesses of supplying both a noncompetitive retail
8 electric service (such as distribution) and a competitive retail electric service (such
9 as generation) or in the businesses of supplying both a noncompetitive retail
10 electric service (such as distribution) and a product or service other than retail
11 electric service, unless it does so under the terms of a corporate separation plan
12 approved by the Commission. Such a plan is required to be consistent with state
13 policy, as set forth in R.C. 4928.02, and must achieve all of the requirements set
14 forth in R.C. 4928.17. The Commission engaged in rulemaking in order to
15 facilitate the regulatory process and to clarify its requirements. The rules
16 addressing corporate separation plans are currently codified as O.A.C. Chapter
17 4901:1-37. O.A.C. 4901:1-37-04 includes an additional series of requirements
18 that apply to corporate separation plans.

19 The Plan of Duke Energy Ohio is consistent with state policy and achieves
20 all of the requirements set forth in R.C. 4928.37 and O.A.C. Chapter 4928:1-37.

1 **Q. PLEASE SUMMARIZE THE TERMS OF DUKE ENERGY OHIO'S**
2 **CORPORATE SEPARATION PLAN.**

3 A. The Plan, a copy of which is attached hereto as Attachment CEW-1, follows the
4 requirements set forth in O.A.C. Rule 4901:1-37-04. Thus, the Plan includes
5 provisions to maintain structural safeguards and separate accounting, a list
6 identifying financial arrangements and transactions, a list of affiliates and their
7 products and services, a code of conduct, a description of joint advertising and
8 marketing activities, provisions to maintain the cost allocation manual, a
9 description and timeline of training and education, a copy of the policy statement
10 signed by employees with access to nonpublic electric utility information, a
11 description of the internal compliance monitoring procedures and methods for
12 corrective action for compliance, a designation of Duke Energy Ohio's
13 compliance officer, a detailed description outlining how Duke Energy Ohio and
14 its affiliates will comply with O.A.C. Rule 4901:1-37-05, a detailed listing of
15 Duke Energy Ohio's electric services and its transmission and distribution
16 affiliates' electric services, and a complaint procedure to address issues
17 concerning compliance with O.A.C. Rule 4901:1-37-05.

18 **Q. PLEASE DESCRIBE THE CURRENT STATUS OF THE PLAN.**

19 A. Duke Energy Ohio's corporate separation plan was, in previous versions,
20 approved by the Commission in Case Nos. 99-1658-EL-ETP, 03-93-EL-ATA, *et*
21 *al.*, and 08-920-EL-SSO, *et al.* On June 11, 2009, Duke Energy Ohio applied for
22 approval of its Second Amended Corporate Separation Plan, incorporating
23 modifications to comply with new administrative rules promulgated as

1 O.A.C.Chapter 4901:1-1-37.¹ On August 26, 2009, the Commission issued an
2 entry in that proceeding, indicating that, in order to assist the Commission with
3 evaluation of that plan, it issued a request for proposals for consulting services.
4 Pursuant to proposals submitted to the Commission, Silverpoint-Vantage
5 Consulting was selected to determine whether the methodologies used to allocate
6 costs to Duke Energy Ohio are appropriate and to ascertain whether the then-
7 existing plan was in compliance with administrative rules and had been
8 implemented as approved. The consequent audit report was docketed on March
9 29, 2010. On April 5, 2011, the Commission addressed the auditor's
10 recommendations and concluded that the Second Amended Corporate Separation
11 Plan is in compliance with applicable law and administrative rules.

12 **Q. IS THE CORPORATE SEPARATION PLAN OF DUKE ENERGY OHIO**
13 **IN COMPLIANCE WITH R.C. 4928.17 AND O.A.C. CHAPTER 4901:1-37?**

14 A. Yes, in my opinion it is.

15 **Q. HAS THE COMMISSION GRANTED ANY WAIVERS OF THE PLAN OR**
16 **THE PREVIOUS VERSIONS OF THE DUKE ENERGY OHIO**
17 **CORPORATE SEPARATION PLAN?**

18 A. No.

¹ *In the Matter of the Application of Duke Energy Ohio for Approval of the Second Amended Corporate Separation Plan Under Section 4928.17, Revised Code, and Chapter 4901:1-37, Ohio Administrative Code, Case No. 09-495-EL-UNC.*

1 **Q. IF DUKE ENERGY OHIO ANTICIPATES REVISING OR AMENDING**
2 **THE PLAN, PLEASE PROVIDE A TIMELINE OF SUCH REVISIONS OR**
3 **AMENDMENTS.**

4 **A. Duke Energy Ohio is, through this proceeding, proposing further amendment of**
5 **its Plan, as I will explain in more detail in my testimony. The Company has no**
6 **specific plans for any further amendments, beyond those included in this**
7 **proceeding. However, upon the anticipated merger of Duke Energy holding**
8 **company with Progress Energy, Inc., the Plan may require additional**
9 **modification; specifically, with regard to the listing of current affiliates and their**
10 **products and services, in Part V of the Plan.**

11 **Q. IS THE PLAN CONSISTENT WITH STATE POLICY, AS SET FORTH IN**
12 **DIVISIONS (A) THROUGH (N) OF R.C. 4928.02?**

13 **A. To the extent that divisions (A) through (N) of R.C. 4928.02 have relevance to a**
14 **corporate separation plan or corporate separation in general, the current corporate**
15 **separation plan of Duke Energy Ohio is consistent with those enumerated state**
16 **policies.**

17 **Q. PLEASE EXPLAIN.**

18 **A. The current corporate separation plan is consistent with state policies set forth in**
19 **divisions (H) and (I) of R.C. 4928.02.**

20 It is the policy of this state to do the following throughout this
21 state:

1 (H) Ensure effective competition in the provision of retail electric
2 service by avoiding anticompetitive subsidies flowing from a
3 noncompetitive retail electric service to a competitive retail electric
4 service or to a product or service other than retail electric service,
5 and vice versa, including by prohibiting the recovery of any
6 generation-related costs through distribution or transmission rates.

7 This division highlights the important state policy of avoiding anticompetitive
8 subsidies. Specifically, the policy references subsidies that might flow from a
9 noncompetitive retail electric service to either a competitive retail electric service
10 or a product or service other than retail electric service or in the alternative, the
11 other direction. As an example of such a subsidy, it would be outside of the
12 state's policy to allow a regulated public utility to use revenues from its
13 distribution business to subsidize an affiliated competitive retail electric service
14 (CRES) provider. In compliance with state law, such subsidies are entirely
15 prohibited under the Duke Energy Ohio corporate separation plan. Further, the
16 plan specifically states that the operation and maintenance of the Company's
17 generating portfolio is functionally separated from the regulated distribution
18 service, as is necessary in order to prevent the recovery of generation-related costs
19 through distribution or transmission rates. Hence, the plan is consistent with this
20 state policy.

21 It is the policy of this state to do the following throughout this
22 state:

23 (I) Ensure retail electric service consumers protection against
24 unreasonable sales practices, market deficiencies, and market
25 power.

26 In this division, the Ohio legislature made it clear that the state opposes the use of
27 unreasonable sales practices in the competitive market, as well as market

1 deficiencies and market power. The corporate separation plan does not in any
2 way obviate compliance with the Commission's comprehensive consumer
3 protection rules that apply to both utilities and CRES providers. Duke Energy
4 Ohio will continue to comply with those rules. In addition, as discussed in more
5 detail in the direct testimony of Duke Energy Ohio witness Robert J. Lee, Duke
6 Energy Ohio's membership in a regional transmission organization (RTO) also
7 ensures against market power, as the RTO takes actions to mitigate the abuse of
8 such power. Duke Energy Ohio will continue to be subject to the Commission's
9 rules and jurisdiction, and will continue to be a member of an RTO approved by
10 the Federal Energy Regulatory Commission.

III. AMENDMENT OF CORPORATE SEPARATION PLAN

11 **Q. PLEASE SUMMARIZE, IN GENERAL TERMS, THE NATURE OF THE**
12 **AMENDMENTS THAT DUKE ENERGY OHIO IS PROPOSING TO**
13 **MAKE TO THE PLAN.**

14 **A.** The Company is proposing to make four general types of changes to the Plan,
15 thereby creating the Third Amended Corporate Separation Plan (Amended Plan).
16 First, certain information that is, essentially, a snapshot in time, will be updated.
17 Second, where the Plan does not precisely track the language of the Commission's
18 administrative rules, the terms will be modified correspondingly. Third, the
19 Company proposes to amend the Plan to allow for the offering, by the Company,
20 of non-tariffed products and services that are related to electric service, in order to
21 provide additional benefits to customers. Finally, the Company will correct
22 various typographic and grammatical errors.

1 Q. PLEASE IDENTIFY THE PORTIONS OF THE PLAN THAT WILL
2 SIMPLY BE UPDATED OR CORRECTED TO CORRESPOND WITH
3 CURRENT CIRCUMSTANCES.

4 A. In Part IV of the Plan, Duke Energy Ohio lists a series of service agreements that
5 it has entered into with certain of its affiliates. Since the last amendment of the
6 Plan, this list of agreements has changed. Therefore, the Amended Plan includes
7 the updated list of affiliate agreements, as of June 1, 2011.

8 Similarly, Part V of the Plan lists all current affiliates of Duke Energy
9 Ohio, along with their products and services. The Amended Plan includes an
10 updated list of such affiliates, as of June 1, 2011.

11 Part IX of the Plan describes the Company's plans for training and
12 education concerning corporate separation, for the second half of 2009. This
13 information is updated in the Amended Plan and is modified to remain effective
14 until such subsequent time as the Company may further amend the Amended Plan.

15 Finally, the Plan includes numerous references to procedures or terms that
16 are specific to membership in the Midwest Independent Transmission System
17 Operator, Inc. (Midwest ISO). In light of Duke Energy Ohio's intention to realign
18 its operations with PJM Interconnection, LLC (PJM), such references are being
19 modified such that they will be neutral with regard to this issue.

20 Q. PLEASE IDENTIFY THE PORTIONS OF THE PLAN THAT WILL
21 MODIFIED TO TRACK THE LANGUAGE OF CURRENT
22 ADMINISTRATIVE RULES.

23 A. The Affiliate Code of Conduct, in Part VI of the Plan, is largely based on the

1 requirements that are set forth in O.A.C. Rule 4901:1-37-04(D). That rule is very
2 specific as to the provisions that must be addressed in a utility's code of conduct.
3 The language in the Plan, while approximating the provisions in the rule, does not
4 track the rule precisely. The Amended Plan will comply with the rule as closely
5 as is possible.

6 One of those changes relates to paragraphs (D)(8) and (D)(9) of O.A.C.
7 Rule 4901:1-37-04(D), the intent of which, in the existing Plan, were addressed
8 by a single provision. Although the existing single provision was approved by the
9 Commission in April 2011 as compliant with the statute and applicable rules, the
10 Amended Plan will track the rule more precisely.

11 Duke Energy Ohio notes, that, with this change, it is eliminating a
12 statement that it will not engage in joint advertising or marketing activities with
13 any affiliate. The Company has no intent to do so, or to allow any affiliate to use
14 its name or logo in any advertising, promotion, or marketing activity. It will, of
15 course, continue to allow its affiliate, Duke Energy Retail Services, LLC (DER),
16 to use its name in its business to the extent DER is required to refer to the local
17 utility² or to the extent that it deems it appropriate to do so in its materials. Duke
18 Energy Ohio will not allow DER to use its name in such cases as a joint
19 advertisement but, rather, as a simple identification of the local utility. In
20 addition, the logo of Duke Energy Ohio and the logos of its affiliates have
21 similarities in that many of them use the large, red "D" that signifies the Duke
22 Energy Corporation holding company family.

² O.A.C. 4901:1-21-05(C)(8)(g).

1 **Q. PLEASE EXPLAIN THE COMPANY'S PROPOSAL REGARDING**
2 **OFFERING TARIFFED PRODUCTS AND SERVICES RELATED TO**
3 **ELECTRIC SERVICE.**

4 **A. Some of Duke Energy Ohio's customers have, at times, expressed interest in**
5 **products or services that are related to electric service but do not fall within the**
6 **standard definition of an electric utility's business. Some examples may be**
7 **helpful. Industrial customers may be interested in access to a backup generator in**
8 **order to ensure that they do not have to be concerned about outages. Commercial**
9 **customers may wish to upgrade their internal distribution infrastructure.**
10 **Residential customers may want to provide surge protection for their home or to**
11 **improve their understanding of their energy consumption, vis-à-vis their**
12 **neighbors. None of these offerings, or the installation or maintenance services**
13 **that go with them, are part of the narrow definition of electric service. However,**
14 **they are clearly related to it and require knowledge and expertise concerning many**
15 **of the same systems as those that comprise an electric utility.**

16 The Company believes that customers will be better served if they are able
17 to obtain assistance with these electrical issues from Duke Energy Ohio.
18 Representatives of Duke Energy Ohio could promptly assist customers, providing
19 a seamless transition between standard electric utility services and other offerings.
20 In addition, this change will allow representatives of Duke Energy Ohio to offer
21 meaningful, efficient, economic, environmentally friendly options to customers,
22 without the limitations that might otherwise exist. If Duke Energy Ohio is
23 permitted to offer these and similar products and services, customers and the

1 general public will benefit.

2 **Q. ARE YOU AWARE OF WHETHER ANY OTHER OHIO ELECTRIC**
3 **DISTRIBUTION UTILITIES PROVIDE SIMILAR PRODUCTS AND**
4 **SERVICES THROUGH THE UTILITY STRUCTURE?**

5 A. Yes. Cleveland Electric Illuminating Company, Ohio Edison Company, and The
6 Toledo Edison Company (FirstEnergy Utilities) all provide such services. The
7 tariffs of the FirstEnergy Utilities state, in each case, that

8 [t]he Company may furnish customers special customer services as
9 identified in this section. No such special customer service shall
10 be provided except where the Company has informed the customer
11 that such service is available from and may be obtained from other
12 suppliers. A customer's decision to receive or not receive special
13 customer services from the Company will not influence the
14 delivery of competitive or non-competitive retail electric service to
15 that customer by the Company. Such special customer services
16 shall be provided at a rate negotiated with the customer, but in no
17 case at less than the Company's fully allocated cost. Such special
18 customer services shall only be provided when their provision does
19 not unduly interfere with the Company's ability to supply electric
20 service under the Schedule of rates and Electric Service
21 Regulations.³

22 The tariffs go on to identify a long list of services that would be included in this
23 category.

24 **Q. PLEASE EXPLAIN HOW THE PRODUCTS AND SERVICES THAT**
25 **DUKE ENERGY OHIO PROPOSES TO PROVIDE COMPARE WITH**
26 **THOSE COVERED BY THE TARIFFS OF THE FIRSTENERGY**
27 **UTILITIES.**

28 A. The products and services to be provided by Duke Energy Ohio are precisely

³ The Cleveland Electric Illuminating Company, P.U.C.O. No. 13, Sheet 4, Section X.C; Ohio Edison Company, P.U.C.O. No. 11, Sheet 4, Section X.C; and The Toledo Edison Company, P.U.C.O. No. 8, Sheet 4, Section X.C.

1 analogous to those described in the tariffs of the FirstEnergy utilities. In addition,
2 Duke Energy Ohio will also be required to inform customers, prior to providing
3 such products or services, that other suppliers exist, from whom these products
4 and services could be obtained. Further, Duke Energy Ohio will not base the
5 delivery of competitive or noncompetitive retail electric service to the customer
6 on any decision to receive or not receive such products or services. The products
7 and services in question will be provided at negotiated rates that are not less than
8 the Company's fully allocated cost and will not be provided at all if their
9 provision might unduly interfere with the Company's ability to supply electric
10 service under its tariffs.

11 **Q. PLEASE DISCUSS THE PROPOSED TARIFF LANGUAGE FOR DUKE**
12 **ENERGY OHIO, WITH REGARD TO THESE SPECIAL PRODUCTS**
13 **AND SERVICES.**

14 **A.** Other than clearly stating that this issue includes both products and services, Duke
15 Energy Ohio has modeled its tariff on the tariffs of the FirstEnergy Utilities. The
16 proposed tariff changes that will effectuate this approach, are attached to the
17 testimony of Duke Energy Ohio witness James E. Ziolkowski, as Schedule JEZ-2.
18 They appear in Section IV, paragraph 6, of the Company's Electric Service
19 Regulations (Sheet No. 23.3).

20 **Q. DOES DUKE ENERGY OHIO INTEND TO LIMIT ITS SPECIAL**
21 **PRODUCTS AND SERVICES TO THOSE ENUMERATED IN THE**
22 **PROPOSED TARIFF LANGUAGE?**

23 **A.** No. As stated in the tariff language, these items are examples of some of the

1 special products and services that might be offered by Duke Energy Ohio to its
2 customers. As technology changes, it is likely that there will be additional
3 products and services that would be helpful to customers and that, therefore,
4 might be offered by Duke Energy Ohio. Duke Energy Ohio's goal in this regard is
5 to be in a position to assist its customers with their service in whatever way may
6 be possible.

7 **Q. ARE THE ADDITIONAL, MINOR CHANGES IN THE PLAN READILY**
8 **DISCERNIBLE?**

9 A. Attachment CEW-2 shows all changes made to the language of the Plan. In
10 addition to these changes, the Company has improved the formatting of the
11 Amended Plan in order to improve readability. Attachment CEW-3 is a clean
12 copy of the Amended Plan.

IV. CONCLUSION

13 **Q. IS ATTACHMENT CEW-1, DISCUSSED ABOVE, A TRUE AND**
14 **CORRECT COPY OF THE CORPORATE SEPARATION PLAN THAT**
15 **WAS FILED AND APPROVED IN CASE NO. 09-495-EL-UNC?**

16 A. Yes.

17 **Q. WERE ATTACHMENTS CEW-2 AND CEW-3 PREPARED UNDER**
18 **YOUR DIRECTION?**

19 A. Yes.

20 **Q. DOES THIS CONCLUDE YOUR PRE-FILED DIRECT TESTIMONY?**

21 A. Yes.

DUKE ENERGY OHIO, INC.

Second Amended Corporate Separation Plan

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SECOND AMENDED CORPORATE SEPARATION PLAN

I. OVERVIEW.

This Second Amended Corporate Separation Plan (Plan) describes the processes and controls Duke Energy Ohio, Inc. ("Duke Energy Ohio") has implemented consistent with Ohio Administrative Code 4901:1-37 et seq., and Ohio Revised Code 4928.17. Duke Energy Ohio's Corporate Separation Plan was initially approved in Case No. 99-1658-EL-ETP. Duke Energy Ohio filed its Amended Corporate Separation Plan as part of its Application to establish an Electric Security Plan (ESP) in Case No. 08-920-EL-UNC. The Public Utilities Commission of Ohio (Commission) approved Duke Energy Ohio's ESP and Amended Corporate Separation Plan by order dated December 17, 2008.

This Plan is designed to comply with the recently enacted regulations set forth in Ohio Administrative Code (OAC) 4901:1-37 et seq. This Plan governs the corporate separation of noncompetitive retail electric service from competitive retail electric service as well as the products and services offered by certain affiliates of Duke Energy Ohio and is intended to be complimentary to Duke Energy Ohio's Cost Allocation Manual (CAM). Duke Energy Ohio's CAM generally describes how costs are allocated between and among Duke Energy Ohio and its affiliates.

II. PROVISIONS THAT MAINTAIN STRUCTURAL SAFEGUARDS.

OAC 4901:1-37-4 sets forth required structural safeguards. Specifically, the provision provides:

- (1) Each electric utility and its affiliates that provide services to customers within the electric utility's service territory shall function independently of each other.
- (2) Each electric utility and its affiliates that provide services to customers within the electric utility's service territory shall not share facilities and services if such sharing in any way violates paragraph (D) of this rule.
- (3) Cross-subsidies between an electric utility and its affiliates are prohibited. An electric utility's operating employees and those of its affiliates shall function independently of each other.
- (4) An electric utility may not share employees and/or facilities with any affiliate, if the sharing, in any way, violates paragraph (D) of this rule.
- (5) An electric utility shall ensure that all shared employees appropriately record and charge their time based on fully allocated costs.
- (6) Transactions made in accordance with rules, regulations, or service agreements approved by the federal energy regulatory commission, securities and exchange commission, and the commission, which rules the electric utility shall maintain in its cost allocation manual (CAM) and file with the commission, shall provide a rebuttable presumption of compliance with the costing principles contained in this chapter.

Except as permitted by the Commission's rules and Title 49, Ohio Revised Code, the Duke Energy Ohio and its affiliates that provide services to customers within Duke Energy Ohio's service territory function independently of each other.

In December 2005, as a condition of the merger between Duke Energy Corporation and Cinergy Corp., the companies agreed to enter into several service agreements that address, among other things, cost allocation, provision of services, and pricing of transactions between and among Duke Energy Corporation holding company affiliates, including Duke Energy Ohio. These agreements include the Utility/Non-utility Service Agreement, the Service Company/Utility Service Agreement, the Operating Company/Non-utility Companies Service Agreement, and the Utility Money Pool Agreement. A summary of the various agreements and the services and pricing for transactions permitted therein is included in Section IV of this document. Copies of the agreements are included in and are more fully described in Duke Energy Ohio's CAM. Duke Energy Corporation holding company monitors compliance with these agreements as part of its utility operations in Ohio, Indiana, Kentucky, North Carolina, and South Carolina.

In addition to the general separation of books and records between Duke Energy Ohio and its affiliates, Duke Energy Ohio has implemented various safe guards to ensure compliance with the affiliate transaction rules and regulations. The Company has physically separated its regulated distribution business from its competitive retail electric service employees. Employee access to regulated and non-regulated areas is electronically monitored to ensure there is complete separation. All employees receive annual training regarding types of information that cannot be communicated between regulated and non-regulated businesses.

To achieve operating efficiencies, Duke Energy Business Services LLC (DEBS), an affiliated service company, provides support functions across the Duke Energy Corporation holding company. These services include accounting, treasury, human resources, communications and legal functions. In general, DEBS employees are permitted to have greater

access to information across the regulated and non-regulated businesses, but are prohibited from sharing such information with an employee that is not permitted to directly access the information. Costs related to DEBS employees are allocated pursuant to the Service Company/Utility Service Agreement described in Section IV of this document.

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III. PROVISIONS THAT MAINTAIN SEPARATE ACCOUNTING.

Duke Energy Ohio maintains separate books and records from its affiliates in accordance with the Federal Energy Regulatory Commission's (FERC) Uniform System of Accounts (USoA). The FERC USoA designates specific accounts where regulated and non-regulated transactions are to be recorded. Duke Energy Ohio and its affiliates have cost accounting procedures and systems in place and in operation that assure that each business unit and affiliate properly records the costs associated with that unit's or company's own activities and operations. These accounting procedures and systems are more fully set forth in the Company's CAM.

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IV. A LIST IDENTIFYING FINANCIAL ARRANGEMENTS AND TRANSACTIONS.

Financial arrangements between Duke Energy Ohio and its affiliates, except as the Commission may approve, are subject to the following restrictions: (i) any indebtedness incurred by an affiliate shall be without recourse to the electric utility; (ii) Duke Energy Ohio shall not enter into any agreement with terms under which the electric utility is obligated to commit funds to maintain the financial viability of an affiliate; (iii) Duke Energy Ohio shall not make any investment in an affiliate under any circumstances in which the electric utility would be liable for the debts and/or liabilities of the affiliate incurred as a result of actions or omissions of an affiliate; (iv) Duke Energy Ohio shall not issue any security for the purpose of financing the acquisition, ownership, or operation of an affiliate; (v) Duke Energy Ohio shall not assume any obligation or liability as a guarantor, endorser, surety, or otherwise with respect to any security of an affiliate; and Duke Energy Ohio shall not pledge, mortgage, or use as collateral any assets of the electric utility for the benefit of an affiliate.

Duke Energy Ohio and its utility and non-utility affiliates operate pursuant to the terms and conditions of various service agreements. The terms and conditions of these agreements set forth the cost allocations for the transactions that are permitted to occur pursuant to the various Agreements. Duke Energy Ohio maintains copies of the current agreements in its CAM. Many of these agreements were approved by the Public Utilities Commission of Ohio in Case No. 05-732-EL-MER as part of the merger between Duke Energy Corporation and Cinergy Corp.¹ In

¹ Duke Energy Ohio is a Party to other agreements with its utility affiliates that were not approved as part of the Duke- Cinergy merger. These agreements include but are not limited to the Miami Fort Operations Agreement, and Affiliate Inventory Asset Transfer Agreement, and the Natural Gas and Propane Services Agreement. These

general there are three primary cost allocations that affect Duke Energy Ohio and its affiliates: cost allocations from DEBS, the subsidiary service Company of Duke Energy Corporation; (2) cost allocations between Duke Energy Ohio and its wholly-owned subsidiary Duke Energy Kentucky, Inc., for common costs; and (3) administrative and general (A&G) cost allocations between its gas and electric operations for both capital and expense accounts. The Agreements of which Duke Energy Ohio is a Party include the following:

- **Service Company Utility Service Agreement**– This agreement governs transactions between DEBS (Service Company) and utility affiliates, including Duke Energy Ohio. This agreement was entered into as part of merger between Duke Energy and Cinergy Corporation. In its Opinion and Order dated December 21, 2005, the Commission approved this agreement in Case No. 05-732-EL-MER et al.² DEBS provides its services at cost, except that solely for the purpose of Internal Revenue Code Section 482, Duke Energy Ohio shall pay DEBS the market value of services. However, notwithstanding the Section 482 exception, for rate making purposes, services are rendered to Duke Energy Ohio at cost.
- **Operating Companies Service Agreement (Operating Company Agreement)** – This agreement governs transactions between Duke Energy Ohio and its utility affiliates. As compensation for any services rendered pursuant to the Operating Company Agreement, the company receiving services (Client Company) shall pay the service provider the fully embedded cost thereof (i.e., the sum of (i) direct costs, (ii) indirect costs and (iii) costs of capital), except to the extent otherwise required by Section 482 of the Internal Revenue

agreements allow Duke Energy Ohio to provide and receive services and goods at cost or otherwise according to FERC pricing regulations.

² *In re Merger of Cinergy Corp., and Duke Energy Holding Company*, 05-732-EL-Mer et al., (Opinion and Order)(Dec. 21, 2005 at 14).

Code. Services provided to or by Duke Energy Carolinas shall be priced in accordance with Duke Energy Carolinas's North Carolina Code of Conduct approved by the North Carolina Utilities Commission. In accordance with FERC regulations, generation services provided by the regulated utilities to Duke Energy Ohio "Generation" and vice versa, are subject to asymmetrical pricing.

- Operating Company/ Non-utility Companies Service Agreement (Affiliate Services Agreement) – This agreement governs transactions between Duke Energy Ohio and certain of its non-utility affiliates. As compensation for any services rendered pursuant to the Affiliate Services Agreement, the client company shall pay the service provider the fully embedded costs thereof except as required by 482 of the Internal Revenue Code.
- Joint Transmission System Planning and Operating Agreement – This agreement addresses the allocation of transmission costs and revenues for the Duke Energy (Duke Energy Ohio and Duke Energy Indiana, Inc., [Duke Energy Indiana]) transmission system.
- Utility Money Pool Agreement – This agreement allows Duke Energy, DEBS, and Duke Energy's utility operating companies (including Duke Energy Ohio) to participate in a money pool arrangement to better manage cash and working capital requirements. Under this arrangement, those companies with surplus short-term funds may contribute those funds into a money pool which is provided for short-term loans to affiliates (other than Duke Energy Corporation) participating under this arrangement. This surplus cash may be from internal or external sources. Each party receiving a loan pursuant to the agreement must repay the principal amount plus interest either on demand or within 365

days of receiving the loan. Interest incomes from the loans are allocated among the parties in proportion to their respective contribution to the funds.

- **Tax Sharing Agreement** – This agreement, between Duke Energy and its subsidiaries, provides for a consolidated Federal income tax return and the allocation of consolidated Federal income tax liabilities and benefits among the parties to the agreement.
- **Miami Fort Unit 6 Operation Agreement**- This agreement allows for Duke Energy Ohio to operate and maintain Duke Energy Kentucky's Miami Fort Unit 6 Generating Station. Duke Energy Ohio is required to provide material, fuel, equipment and services to Duke Energy Kentucky in accordance with good Utility Practice.
- **Gas and Propane Services Agreement**- This agreement allows for Duke Energy Ohio to provide certain necessary services for the operation of Duke Energy Kentucky's Woodsdale Generating Station which was formerly owned by Duke Energy Ohio.
- **Agreement for Gypsum and FGD Waste Material Disposal Services**- This agreement allows Duke Energy Kentucky to perform scrubber and FGD waste disposal services for Duke Energy Ohio.
- **Inter-Company Asset Transfer Agreement.** This Agreement permits asset transfer agreements for inventory items between Duke Energy Ohio and its sister regulated utility operating companies (Duke Energy Kentucky, Duke Energy Indiana, and Duke Energy Carolinas). The transfers are priced at the transferring party's fully embedded costs or through in-kind replacements, providing the transfers do not jeopardize the transferring party's ability to provide service. The pricing under this agreement is consistent with Ohio's affiliate transaction pricing rules. The agreement was entered into as a result of affiliate pricing rules in other jurisdictions that would otherwise require such transactions

to be priced according to stricter asymmetrical pricing rules. Duke Energy Ohio "Generation" and regulated utilities use FERC's asymmetrical pricing for transfers among themselves.

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V. LIST OF ALL CURRENT AFFILIATES IDENTIFYING EACH AFFILIATES' PRODUCT(S) AND OR SERVICES(S).

Duke Energy Corporation has many companies within its family of companies. Duke Energy Corporation's Corporate Secretary maintains a list of all affiliates in the Duke Energy Corporate Holding Company structure and will be made available to the Commission upon request. The list includes the list of affiliates within Duke Energy Corporation as of March 31, 2009.

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Company	Where incorporated	Date Incorporated	Nature of Business
ADAGE Hamilton LLC	Delaware	5/6/2009	Pursuant to the ADAGE joint venture, this special purpose vehicle will be the owner of the 50mw biomass power plant currently under development in Hamilton County, FL.
ADAGE LLC	Delaware	9/9/2008	Identify, evaluate, develop, and pursue Biomass opportunities in the US.
Advance SC LLC	South Carolina	7/9/2004	Distribute a portion of bulk power marketing revenues of Duke Power Company for certain South Carolina public assistance programs, education programs, economic development funding and manufacturing competitiveness funding.
Advantage IQ, Inc.	Washington State	11/6/1995	FERC Form 1: Grant making Advantage IQ is a leading provider of comprehensive cost management services for utility, telecom and waste expenses, including strategic energy management services. Its patented technology and services provide multi-site companies with critical, yet easy-to-access information that enables companies to proactively manage and reduce expenses. Advantage IQ's patented Facility IQTM System provides online access to consolidated costs as well as powerful analytical consulting services and real-time reporting tools.
Aguaytia Energy del Peru S.R.L. Ltda.	Peru	10/1/1996	Peruvian limited liability company which provides thermal electric generation in the Peruvian Amazon Basin, and is dedicated to operations in connection to natural gas and derivatives.
Aguaytia Energy, LLC	Delaware	10/24/1995	Delaware limited liability holding company which owns 97.2238% of Aguaytia Energy del Peru SRL Ltda.
APOG, LLC	Delaware	6/22/2007	To provide technical, engineering and procurement support services to and for the benefit of Member-owned or operated nuclear facilities.
Attiki Denmark ApS	Denmark	10/1/2000	Danish entity which holds 49% interest in Attiki Gas Supply Company S.A. This entity is a partnership with Shell Gas BV.
Attiki Gas Supply Company S.A.	Greece	11/2/2001	Greek entity which sells and supplies natural gas to consumers located within the geographical area of Attiki, which includes Athens, Greece.
Bison Insurance Company Limited	Bermuda	12/11/1968	Bison Insurance Company Limited is a captive insurance company that insures the risks of Duke Energy Corporation and many of its subsidiaries and affiliates. Duke insures all or part of its risks with Bison and Bison in turn retains a portion of the risks and purchases reinsurance for the risk it does not retain. Bison receives premiums, pays its reinsurance premiums, claim costs and expenses and invests its cash just as any other insurance company would do. (per Keith Bone 4.29.09)

Brownsville Power I, L.L.C.	Delaware	7/13/1998	A natural gas-fired generation facility located in Haywood County, Tennessee.
BSPE General, LLC	Texas	1/11/2001	Formed to act as the Sole General Partner of BSPE, L.P.
BSPE Holdings, LLC	Delaware	1/10/2001	Formed as an indirect holding company for a Qualifying Facility (QF) as defined under the PURPA of 1978.
BSPE Limited, LLC	Delaware	1/10/2001	Formed to act as the Sole Limited Partner of BSPE, L.P.
BSPE, L.P.	Delaware	1/16/2001	Formed to purchase, own and lease certain existing equipment and fixtures in connection with the two QFs located in Texas constructed and operated by South Houston Green Power, L.P.
			Formed as a bankruptcy remote vehicle to purchase, own and lease certain existing equipment and fixtures in connection with the 2 facilities in Texas City and Chocolate Bayou that are owned and operated by South Houston Green Power L.P.
Caldwell Power Company	North Carolina	7/28/1921	The purpose of this entity is to generate, transmit and distribute electric power. (currently inactive)
Carolinas Virginia Nuclear Power Associates, Inc.	North Carolina	10/4/1956	The Duke Power nuclear program began in 1956 with the formation of the Carolinas Virginia Nuclear Power Associates, Inc. (CVNPA), consisting of Duke Power, Carolina Power & Light, Virginia Electric Power Company, and South Carolina Electric & Gas. CVNPA sponsored the construction and operation of the demonstration Carolinas-Virginia Tube Reactor (CVTR) at the Parr site, north of Columbia, SC. The CVTR began its demonstration mission in 1964 with a generating capacity of 17 Mw, and completed its mission in January, 1967. Decommissioning of the plant was delayed until 2001; it is now scheduled for completion in 2008. (Non-profit)
Catalytic Solutions, Inc.	California	1/31/1996	Formed to develop alternative emissions control technology.
Catamount Celtic Energy Limited	Scotland	6/8/2007	Developing wind power generation in the United Kingdom
Catamount Energy Corporation	Vermont	6/23/1992	Owns non-regulated power generation companies in the USA and United Kingdom
Catamount Energy Limited	England and Wales	8/15/2002	Developing wind power generation in the United Kingdom
Catamount Energy SC 1	Scotland	10/8/2002	Limited partnership that owns a Scottish limited company for wind power development
Catamount Energy SC 2	Scotland	10/8/2002	Limited partnership that owns a Scottish limited company for wind power development
Catamount Energy SC 3	Scotland	10/8/2002	Limited partnership that owns a Scottish limited company for wind power development
Catamount Heartlands Corporation	Delaware	12/12/1997	Holding Company with no assets
Catamount Rumford Corporation	Vermont	4/11/1989	Limited Partner in a cogeneration plant in Maine

Catamount Sweetwater 1 LLC	Vermont	12/12/2003	Member of a Limited Liability Company that owns wind power assets in Texas
Catamount Sweetwater 2 LLC	Vermont	5/5/2004	Member of a Limited Liability Company that owns wind power assets in Texas
Catamount Sweetwater 3 LLC	Vermont	6/3/2004	Member of a Limited Liability Company that owns wind power assets in Texas
Catamount Sweetwater 4-5 LLC	Vermont	3/8/2005	Member of a Limited Liability Company that owns wind power assets in Texas
Catamount Sweetwater 6 LLC	Vermont	9/7/2005	Member of a Limited Liability Company that is developing a wind facility in Texas
Catamount Sweetwater Corporation	Vermont	6/17/2003	Member of three Limited Liability Companies
Catamount Sweetwater Holdings LLC	Vermont	6/20/2005	Holding company that owns LLCs with interests in wind power assets in Texas
Catawba Manufacturing and Electric Power Company	North Carolina		The purpose of this entity is to generate, transmit and distribute electric power. (currently inactive)
CEC UK1 Holding Corp.	Vermont	9/11/2002	General Partner in Scottish limited partnerships
CEC UK2 Holding Corp.	Vermont	9/11/2002	Limited Partner in Scottish limited partnerships
CEC Wind Development LLC	Vermont	1/12/2007	Owns assets in wind power projects being developed in various states
Centra Gas Toluca S.R.L. de C.V.	Mexico	2/10/1997	Mexican entity which previously provided payroll services to all DEI Mexican employees. Since the transfer of the Campeche platform to Pemex in August 2007, this company is now dormant.
CGP Global Greece Holdings, SA	Greece	8/10/2001	Greek company which holds 51% (ownership of Atiki Denmark ApS) interest in the Atiki Gas Project, and debt for the project.
CinCap IV, LLC	Delaware	12/3/1997	Markets electricity at wholesale.
CinCap V, LLC	Delaware	7/21/1998	Markets electricity at wholesale.
Cinergy Capital & Trading, Inc.	Indiana	10/8/1992	Cinergy Capital & Trading, Inc. is engaged in the business of marketing energy commodities at wholesale.
Cinergy Climate Change Investments, LLC	Delaware	6/9/2003	Formed to facilitate investments by Cinergy or its subsidiaries, and other energy companies in forestation projects in the Lower Mississippi River Valley, and possibly other sites, as a means for removing carbon dioxide (Co2) from the atmosphere.
Cinergy Corp.	Delaware	6/30/1993	The parent holding company of Duke Energy Indiana, Inc., Duke Energy Ohio, Inc., and Cinergy Investments, Inc.
Cinergy Foundation, Inc.	Indiana	12/7/1988	Established in January 1995. The purpose of this Foundation shall be to operate exclusively for charitable purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code or corresponding section of any future federal tax code.
Cinergy General Holdings, LLC	Delaware	12/14/2001	Serves as the general partner of Cinergy Marketing & Trading, L.P.

Cinergy Global (Cayman) Holdings, Inc.	Cayman Islands	9/4/1997	Cayman holding entity which owns 100% of Cayman entity Cinergy Global Tsavo Power. This entity was formed to be utilized in connection with future EWG or FUCO acquisitions by Cinergy Corp.
Cinergy Global Ely, Inc.	Delaware	8/28/1998	Delaware entity formerly held interest in EPR Ely Power Limited an EWG/FUCO Project. EPR Ely Power Limited was sold 03/14/2005.
Cinergy Global Hellas S.A.	Greece	6/13/2003	Greek company which holds the Asset Services Agreement for the Attiki Gas Project in Greece.
Cinergy Global Holdings, Inc.	Delaware	12/18/1998	Delaware holding company which holds 100% of Cinergy Holdings B.V. and 1 share in CGP Global Holdings, SA.
Cinergy Global Power (UK) Limited	England	2/5/1998	UK entity slated for future dissolution. It is a private UK entity limited by shares which formerly held interest in a UK entity which owned and operated a gas turbine generator supplying wholesale electricity to Worcestershire, UK.
Cinergy Global Power Africa (Proprietary) Limited	South Africa	8/3/1999	South African entity is currently in process for dissolution.
Cinergy Global Power Iberia, S.A.	Spain	6/17/1998	Spanish entity is currently in process for dissolution. Was formed to trade electricity in Spain.
Cinergy Global Power Services Limited	London, England	8/14/1997	
Cinergy Global Power, Inc.	Delaware	9/4/1997	
Cinergy Global Resources, Inc.	Delaware	5/15/1998	The U.S. holding company created for Cinergy's international, non-regulated investments, as well as its domestic initiatives in renewable generation. Through its subsidiaries, Cinergy Global Resources, Inc. holds interests in power generation, transmission and distribution projects worldwide and is also active in European gas and electricity markets. Assets in operation/development are located in various countries, including the Czech Republic, Denmark, Greece, Kenya, Spain, South Africa, England and Wales, Cayman Islands, the Netherlands, Poland, the U.S. and the Republic of Zambia.
Cinergy Global Trading Limited	England	5/25/1999	UK entity limited in shares slated for dissolution. Its subsidiaries were formerly involved in gas, electricity and trading business and related energy products in UK.
Cinergy Global Tsavo Power	Cayman Islands	9/4/1997	Cayman Island entity holds 48% interest in IPS-Cinergy Power Limited, a Kenyan entity, through its joint venture with Industrial Promotion Services (Kenya) Limited which holds the other 51.8% in IPS-Cinergy Power Limited.
Cinergy Holdings BV	Netherlands	4/7/1948	Dutch holding company currently inactive.

Cinergy Investments, Inc.	Delaware	10/24/1994	A non-utility subsidiary holding company that holds the majority of Cinergy's domestic non-utility businesses.
Cinergy Limited Holdings, LLC	Delaware	12/14/2001	Holds an interest in Cinergy marketing & Trading, L.P.
Cinergy Origination & Trade, LLC	Delaware	10/19/2001	
Cinergy Power Generation Services, LLC	Delaware	11/22/2000	Provides generation services, such as operation and maintenance services, to owners of electric generating facilities.
Cinergy Power Investments, Inc.	Ohio	12/5/2000	Formed to hold the assets of divested or other non-regulated power plants.
Cinergy Receivables Company LLC	Delaware	1/10/2002	Intended to and shall operate and function as a Qualified Special Purpose Entity ("QSPE") as that term is defined in the Statement of Financial Accounting Standards No. 140 ("FASB 140"). For detailed purpose, please refer to Section 7 of the A&R LLC Agreement dated 3.31.2002. Cinergy Receivables Company LLC was formed for the purpose of purchasing the accounts receivables and related rights of PSI Energy, Inc., ULH&P and CG&E and then securitizing such receivables through a loan agreement with certain commercial banks.
Cinergy Retail Power General, Inc.	Texas	8/7/2001	Formed to serve as the general partner of Cinergy Retail Power, L.P.
Cinergy Retail Power Limited, Inc.	Delaware	8/6/2001	Formed to hold an investment in Cinergy Retail Power, L.P.
Cinergy Retail Power, L.P.	Delaware	8/8/2001	Formed to engage in the retail sale of electric power to large industrial customers in states that have legislatively or administratively established customer choice and retail competition.
Cinergy Solutions - Utility, Inc.	Delaware	9/27/2004	To provide engineering, construction, operation and maintenance services with respect to electric and natural gas systems and infrastructure.
Cinergy Solutions Partners, LLC	Delaware	9/12/2000	
Cinergy Technology, Inc.	Indiana	12/12/1991	Manages Cinergy's existing non-regulated, technology-related investments, assess the market potential for non-regulated product and service development opportunities, and form key alliances for non-regulated product development.
Cinergy Two, Inc.	Delaware	11/6/2000	

Cinergy UK, Inc.	Delaware	5/1/1996	
Cinergy Wholesale Energy, Inc.	Ohio	11/27/2000	Cinergy Wholesale Energy, Inc. is a holding company for non-utility energy services businesses.
Cinergy-Centrus Communications, Inc.	Delaware	7/17/1998	Inactive and being held open for tax purposes.
Cinergy-Centrus, Inc.	Delaware	4/23/1998	Inactive and is being held open for tax purposes.
CinFuel Resources, Inc.	Delaware	1/10/2002	Holding company that owns, through direct or indirect investment, and/or operates, projects capable of producing synthetic fuel, such as LHI, LLC.
CinPower I, LLC	Delaware	6/12/1998	A company that optimizes the economic benefits in connection with the restructured wholesale power purchase agreement involving certain non-affiliates.
Claiborne Energy Services, Inc.	Louisiana	3/1/1990	Is the general partner of Clean Energy Partners Limited Partnership, a limited partnership which was formed to develop, own and operate a coal gasification electric power facility. Own and operate a uranium enrichment facility.
Comercializadora Duke Energy de Centro America, Limitada	Guatemala	9/22/2000	Guatemalan company used as a trading and marketing vehicle. It was originally formed to buy excess electricity from El Salvador and sell it in the open market. It also buys power from DEI Guatemala y Cia SCA (Planta Arizona and Planta Las Palmas) under a PPA with that entity.
Commercial Electricity Supplies Limited	England	8/10/1993	
Compania de Servicios de Compresion de Campeche, S.A. de C.V.	Michigan	9/3/1998	Mexican JV corporation which previously rendered gas compression services to PEMEX. This company was placed into liquidation on December 13, 2007.
Conterra Ultra Broadband Holdings, Inc.	North Carolina	7/28/2006	Conterra is a facilities-based, FCC common carrier that provides high quality, high capacity backhaul and wide area network services for mobile carriers, school districts and government entities throughout the country.
Crescent Holdings, LLC	Delaware	8/30/2006	
Crescent Resources, LLC	Georgia	12/31/2000	Real Estate Development
CSCC Holdings Limited Partnership	Canada (British Columbia)	5/17/2002	Canadian entity holding 50% ownership interests in Compania de Servicios de Compresion de Campeche S.A. de C.V. Since the transfer of the Campeche platform to Pemex in August 2007, this company is now dormant and on hold for liquidation.
CSGP General, LLC	Texas	4/5/2001	
CSGP Limited, LLC	Delaware	4/5/2001	

CST General, LLC	Texas	5/22/2001	
CST Green Power, L.P.	Delaware	5/23/2001	Purpose is to be the project company that will partially own and manage a long-term co-generation project located in Texas.
CST Limited, LLC	Delaware	5/18/2001	
CTE Petrochemicals Company	Cayman Islands	1/27/1981	Cayman partnership 50% owned by Texas Eastern Arabian Ltd. (Duke entity) and 50% owned by sub of Duke's partner, Celanese Corporation. CTE is the holding company for 50% interest in National Methanol Company, a methanol project in Saudi Arabia and JV with SABIC.
Current Group, LLC	Delaware	10/24/2000	CURRENT provides electric utilities a Smart Grid solution that increases the efficiency and reliability of the electric grid while reducing the environmental impact of electric usage.
D/ED Holdings, LLC	Delaware	12/15/2005	Holding company for previous D/ED companies
D/ED International Services Brasil Ltda.	Brazil		Formed to be the contracting entity for the DI Project (and possibly other projects) in Brazil.
D/ED Operating Services LLC	Delaware	3/7/1996	Operation of electric generating plant
DE Marketing Canada Ltd.	Canadian Federal	7/17/1996	Holding company/General partner.
DE Nuclear Engineering, Inc.	North Carolina	3/17/1969	
DEB - Pequenas Centrais Hidrelétricas Ltda.	Brazil	12/22/2003	Power generation and sale in Brazil.
DEGS Biogas, Inc.	Delaware	11/9/2000	
DEGS Biomass, LLC	Delaware	9/22/2008	Acquiring, holding and funding 50% ownership interest in Adage, LLC.
DEGS EPCOM College Park, LLC	Delaware	8/20/1999	Performs various utility-related engineering, procurement, construction, operation and maintenance services at the University of Maryland.
DEGS GASCO, LLC	Delaware	11/9/2000	
DEGS O&M, LLC	Delaware	8/30/2004	To operate and maintain several facilities owned by subsidiaries of KGen, LLC.
DEGS of Boca Raton, LLC	Delaware	9/4/1998	Develops, constructs, finances, operates and maintains certain thermal energy facilities located in Boca Raton, Florida and sells associated thermal and other, energy-related products and services.
DEGS of Cincinnati, LLC	Ohio	7/29/1997	Owns and operates a district cooling business in downtown Cincinnati, Ohio.
DEGS of Delta Township, LLC	Delaware	12/15/2004	To perform the construction and operating services for GM for the Delta Township assembly facilities.

DEGS of Lansing, LLC	Delaware	6/25/2002	Cinergy Solutions Operating Services of Lansing, LLC performs oversight, management, operation and maintenance of energy/utility service facilities at a General Motors vehicle assembly plant in Lansing, Michigan.
DEGS of Monaca, LLC	Delaware	12/16/2003	To operate, maintain and manage Horseshed Industries, Inc. dba Zinc Corporation of America's G. F. Weaton Station located in Monaca, P.A.
DEGS of Narrows, LLC	Delaware	3/17/2003	Formed for the purpose of operating, maintaining and managing the existing utility system at the Celanese acetate manufacturing facility located in Narrows, Virginia.
DEGS of Oklahoma, LLC	Delaware	8/13/2002	
DEGS of Parlin, LLC	Delaware	4/10/2006	Operation and maintenance for customer facility.
DEGS of Philadelphia, LLC	Delaware	5/11/2001	
DEGS of Rock Hill, LLC	Delaware	3/17/2003	Formed for the purpose of operating, maintaining and managing the existing utility system at the Celanese acetate manufacturing facility located in Rock Hill, South Carolina.
DEGS of San Diego, Inc.	Delaware	1/9/2004	Purpose is to supervise the construction of, operate and maintain, an energy facility at Children's Hospital and Health Center in San Diego, California.
DEGS of Shreveport, LLC	Delaware	6/28/2002	Cinergy Solutions Operating Services of Shreveport, LLC performs oversight, management, operation and maintenance of energy/utility service facilities at a General Motors vehicle assembly plant in Shreveport, Louisiana.
DEGS of South Charleston, LLC	Delaware	8/24/2004	To design, build, own, operate, and maintain certain steam generating equipment and ancillary water treatment equipment to be located at the UCC Technical Center in South Charleston, West Virginia.
DEGS of St. Bernard, LLC	Delaware	1/6/2003	Operate, maintain and manage the existing utility system and to design, develop, construct and own system improvements at Proctor & Gamble's chemical manufacturing facility located in St. Bernard, Ohio.
DEGS of St. Paul, LLC	Delaware	8/13/1998	Own St. Paul Cogeneration LLC.
DEGS of Tuscola, Inc.	Delaware	10/13/1998	Oversees the operations and staffing of a qualifying facility (QF) located in Tuscola, Illinois.
DEGS Three Buttes, LLC	Delaware	8/26/2008	To act as a holding company for the LLC interests of Three Buttes Windpower, LLC, which will develop, construct, own and operate the Campbell Hill Windpower project near Casper, Wyoming.
DEGS Wind I, LLC	Delaware	5/23/2007	Holding Company for project companies which will develop wind assets.
DEGS Wind Supply II, LLC	Delaware	8/26/2008	To procure wind turbine generators from General Electric for projects under development by DEGS Wind I, LLC and its affiliates.

DEGS Wind Supply, LLC	Delaware	12/11/2007	
Delta Township Utilities II, LLC	Delaware	3/25/2004	Formed to provide new assets to service General Motors' new assembly plant located in Delta Township, Michigan, including the design, construction, ownership, operations and maintenance of such new assets.
Delta Township Utilities, LLC	Delaware	7/5/2001	Constructs, owns, operates and maintains energy-related facilities for a General Motors metal stamping facility located in Michigan.
DENA Asset Partners, L.P.	Delaware	12/14/2001	Personnel Management
DENA Partners Holding, LLC	Delaware	11/30/2001	Payroll company
DEIMI Management, Inc.	Colorado	6/21/1994	Holding company.
Dixilyn-Field (Nigeria) Limited	Nigeria	11/14/1977	Inactive, but still on the books
Dixilyn-Field Drilling Company	Delaware	1/31/1977	
Dixilyn-Field International Drilling Company, S.A.	Panama	6/10/1970	Inactive, but still on the books
DTMSI Management Ltd.	Canada (Alberta)	7/9/1996	Holding Company
Duke Broadband, LLC	Delaware	9/22/2003	
Duke Capital Partners, LLC	Delaware	3/14/2000	To provide lending, investment banking and asset management services to the wholesale and commercial energy market.
Duke Communications Holdings, Inc.	Delaware	9/20/1996	Provides telecommunications services, information services, selling or leasing of long-haul optic fiber capacity and energy management services.
Duke Energy Allowance Management, LLC	Delaware	5/15/2001	Purchase and sale of environmental credits.
Duke Energy Americas, LLC	Delaware	7/2/2004	Holding Company
Duke Energy Business Services LLC	Delaware	11/18/1998	Management Services
Duke Energy Carolinas Plant Operations, LLC	Delaware	5/29/2001	Performs the operations and maintenance and provides other plant services for power generation and energy facilities.
Duke Energy Carolinas, LLC	North Carolina	11/27/1963	Holding Company
Duke Energy Cerros Colorados, S.A.	Argentina	5/31/1993	Argentine entity which serves as the operator of both generation facilities in Argentina. Alto Valle and Planicia Banderita.
Duke Energy Corporate Services, Inc.	Delaware	6/26/2008	Holding Company
Duke Energy Corporation	Delaware	5/3/2005	Holding Company.

Duke Energy Development Pty Ltd	Australia	6/1/1998	Australian company slated for dissolution.
Duke Energy Egenor S. en C. por A.	Peru	12/31/1996	Peruvian joint stock company which owns 2 central hydroelectric plants: 263 MW Canon del Pato and 95 MW Carhuauquero. Also owns 6 thermoelectric plants in the north of Peru: 43 MW in Piura; 63 MW in Chimbote; 21 MW in Trujillo; 24 MW in Chiclayo; 9 MW in Paiza; and 10 MW in Sullana.
Duke Energy Electroquil Partners	Delaware	12/5/1997	Delaware general partnership holding 99.75% in Duke Energy International del Ecuador Cia. Ltda. in connection with the Electroquil facility in Guayaquil, Ecuador.
Duke Energy Engineering, Inc.	Ohio	3/28/1997	Markets various utility-related engineering services.
Duke Energy Fossil-Hydro California, Inc.	Delaware	8/1/2001	Performs operation and maintenance and other plant services for power generation and energy facilities.
Duke Energy Fossil-Hydro, LLC	Delaware	7/6/2001	To provide operation and maintenance services to fossil-fired and hydro-powered electric generation facilities.
Duke Energy Generating S.A.	Argentina	3/11/1992	Argentine holding company for Duke's 90.87% interest in Duke Energy Cerros S.A., an Argentine company which serves as the operator for both facilities in Argentina: Alto Valle and Palancia Bandeira.
Duke Energy Generation Services Holding Company, Inc.	Delaware	2/11/1997	Markets an array of energy-related products and services and develops, acquires, owns and operates certain energy-related projects.
Duke Energy Generation Services, Inc.	Delaware	6/2/2000	Develops, acquires, owns and operates certain energy-related businesses, formerly conducted by Cincery Solutions Holding Company, Inc.
Duke Energy Global Markets, Inc.	Nevada	8/2/1996	Engaged in management and investment of funds.
Duke Energy Group Holdings, LLC	Delaware	4/29/2005	Delaware limited liability company which holds the 100% ownership interest in Duke Energy Group, LLC.
Duke Energy Group, LLC	Delaware	12/22/1987	Delaware limited liability company with interests in Duke's international companies involved with electric power projects and marketing of electric power.
Duke Energy Indiana, Inc.	Indiana	9/6/1941	The production, transmission, distribution, and sale of electricity in North Central, Central, and Southern Indiana.
Duke Energy Industrial Sales, LLC	Delaware	6/6/2006	The purpose of this entity is to engage in the sale of coal and other supplies to industrial companies.
Duke Energy International (Europe) Holdings Aps	Denmark	8/11/2000	Danish holding company slated for dissolution pending dissolutions of its UK subsidiaries.

Duke Energy International (Europe) Limited	United Kingdom	6/24/1999	UK company in process of voluntary dissolution.
Duke Energy International Argentina Holdings	Cayman Islands	7/27/1999	Cayman entity slated for dissolution.
Duke Energy International Argentina Marketing/Trading (Bermuda) Ltd.	Bermuda	2/3/1999	Bermuda entity slated for dissolution.
Duke Energy International Asia Pacific Ltd.	Bermuda	8/24/2001	Bermuda holding company slated for dissolution pending liquidation of its subsidiaries.
Duke Energy International Bolivia Holdings No. 1, LLC	Delaware	8/3/1999	Delaware limited liability company currently inactive as a result of the sale of the Bolivian assets in February 2007.
Duke Energy International Brasil Comercial, Ltda.	Brazil	5/29/2002	Brazilian entity which holds 99.99% in Duke Trading do Brasil Ltda.
Duke Energy International Brasil Holdings, LLC	Delaware	5/10/2001	Delaware entity which holds the minority interest in Duke Energy International Brasil Ltda.
Duke Energy International Brasil Holdings Ltd.	Bermuda	10/22/2001	Bermuda holding company for Duke Energy International's assets in Brazil.
Duke Energy International Comercializadora de El Salvador, S.A. de C.V.	El Salvador	12/12/2002	Salvadorean entity used for energy trading and marketing throughout the Central American region; import, export and domestic electric energy transactions.
Duke Energy International del Ecuador Cia. Ltda.	Ecuador	12/15/1997	Ecuadorean company which owns 82.7482% in Electroquil SA, an electric power generation company located in Guayaquil, Ecuador.
Duke Energy International El Salvador Investments No. 1 Ltd	Bermuda	2/24/1999	Bermuda holding entity for Duke Energy International's assets in El Salvador.
Duke Energy International El Salvador Investments No. 1 y Cia. S. enC. de C.V.	El Salvador	6/25/1999	Salvadorean holding entity for Duke Energy International's assets in El Salvador..
Duke Energy International El Salvador, S en C de CV	El Salvador	7/3/1998	Salvadorean operating company - a thermal electric generation plant.
Duke Energy International Electroquil Holdings, LLC	Delaware	5/10/2001	Delaware holding entity which owns 0.25% interest in Duke Energy International del Ecuador Cia. Ltda.
Duke Energy International Espana Holdings, S.L.U.	Spain	10/22/2003	Spanish holding entity which holds ownership interests in Argentina and Ecuador.
Duke Energy International Group, Ltd.	Bermuda	11/30/2007	Bermuda holding company for all of Duke Energy International's interests in Latin America.
Duke Energy International Guatemala Holdings No. 1, Ltd.	Bermuda	3/15/1999	Bermuda holding company which holds ownership interest in Guatemalan entities which generate, sell, supply, transmit, trade in, purchase and market electricity, natural gas, and hydro carbon products.

Duke Energy International Guatemala Holdings No. 2, Ltd.	Bermuda	3/15/1999	Bermuda holding entity slated for dissolution.
Duke Energy International Guatemala Holdings No. 3	Cayman Islands	5/20/1997	Cayman Island holding entity slated for dissolution.
Duke Energy International Guatemala Limitada	Guatemala	8/21/2001	Guatemalan limited liability entity which holds 99% interest in Duke Energy International Operaciones Guatemala Limitada and 99% of Duke Energy International Transmission Guatemala Limitada. Slated for dissolution.
Duke Energy International Guatemala y Compania Sociedad en Comandita por Acciones	Guatemala	7/23/1998	Guatemalan joint stock entity which owns and operates with Duke Energy International Transmission Guatemala Ltda an 235 MW electric generation facility in Guatemala which is comprised of the 150 MW Arizona plant and the 85 MW Las Palmas plant.
Duke Energy International Holding, Ltd.	Bermuda	11/30/2007	Holding company
Duke Energy International Investments No. 2 Ltd.	Bermuda	8/4/1999	Bermuda holding company which holds a minority interest in Duke Energy Generating S.A. and Duke Energy International Southern Cone SRL.
Duke Energy International Latin America, Ltd.	Bermuda	8/4/1999	Bermuda holding company for all of Duke Energy International's interests in Latin America.
Duke Energy International Mexico, S.A. de C.V.	Mexico	9/2/1996	Mexican company which previously managed the Campeche platform in Mexico. Since the transfer of the Campeche platform to Pemex in August 2007, this company is now dormant.
Duke Energy International Netherlands Financial Services B.V.	Netherlands	4/20/2000	Dutch entity used for various financial transactions within DEL.
Duke Energy International Operaciones Guatemala Limitada	Guatemala	10/3/2001	Guatemalan entity which owns the land that Planta Arizona is located on.
Duke Energy International Peru Inversiones No. 1, S.R.L.	Peru	5/16/1996	Peruvian entity in process of dissolution.
Duke Energy International Peru Investments No. 1, Ltd.	Bermuda	8/9/1999	Bermuda holding entity for the Peruvian companies.
Duke Energy International PJP Holdings, Ltd.	Bermuda	2/24/1999	Bermuda entity slated for dissolution.
Duke Energy International Southern Cone SRL	Argentina	2/8/1999	Argentine limited liability entity set up for trade & marketing.
Duke Energy International Trading and Marketing (UK) Limited	United Kingdom	1/6/2000	Business Activity 4010 - As of October 25, 2006, Company is in process of voluntary dissolution.

Duke Energy International Transmission Guatemala Limitada	Guatemala	10/1/2001	Guatemalan entity that owns and operates a 230 Kv electric transmission line facility in Guatemala.
Duke Energy International Uruguay Holdings, LLC	Delaware	11/6/2003	Delaware holding entity which holds a minority ownership interest in Duke Energy International Uruguay Investments, SRL.
Duke Energy International Uruguay Investments, S.R.L.	Uruguay	10/16/2003	Uruguayan limited liability holding entity for Duke's assets in Argentina and Ecuador.
Duke Energy International, Brasil Ltda.	Brazil	2/4/1998	Brazilian company set up for the participation at bidding procedures and/or auctions for the transfer of ownership interests in electricity companies in Brazil.
Duke Energy International, Geracao Parapanema S.A.	Brazil	2/4/1999	Brazilian entity which owns and operates 8 hydroelectric generating facilities in the Parapanema River in Sao Paulo, Brazil.
Duke Energy International, LLC	Delaware	9/18/1997	Delaware parent/holding company for all of the DEI subsidiaries.
Duke Energy Kentucky, Inc.	Kentucky	3/20/1901	The transmission, distribution, and sale of electricity energy and the sale and transportation of natural gas in northern Kentucky.
Duke Energy Marketing America, LLC	Delaware	1/3/2001	Energy Marketing and energy management for unregulated merchant energy facilities of Duke Energy North America, LLC.
Duke Energy Marketing Corp.	Nevada	11/7/1994	Was formed to engage in the marketing of electric power.
Duke Energy Marketing Limited Partnership	Canada (Alberta)	8/1/1996	Engage in the business of purchasing, selling and marketing natural gas, electric power and other energy products and services in Canada.
Duke Energy Merchants, LLC	Delaware	4/23/1999	Provides financial, risk management and asset management services to producers, transporters and users of global energy commodities and derivative products such as crude oil, refined products, LPGs, residual fuels, coal, and fertilizer.
Duke Energy Moapa, LLC	Delaware	4/11/2000	Transact any and all lawful business for which limited liability companies may be organized under the act.
Duke Energy Murray Operating, LLC	Delaware	8/7/2001	To own and operate merchant power plant.
Duke Energy North America, LLC	Delaware	9/18/1997	Development, ownership, and operation of energy facilities.
Duke Energy Ohio, Inc.	Ohio	04/03/1837	Engaged in the production, transmission, distribution and sale of electricity and the sale and transportation of natural gas in the southwestern portion of Ohio.

Duke Energy One, Inc.	Delaware	9/5/2000	<p>Duke Energy One has two different businesses - one for residential customers and one for commercial/industrial customers.</p> <p>On the residential side, Michael Goldenberg directs DE One's strikstop and underground protection offerings. Strikstop is a whole-house surge protector that DE One sells to residential customers. Underground protection is an offering under which DE One repairs underground customer-owned electric.</p> <p>On the commercial/industrial side, Bruce Modlin directs DE One's customer-owned substation construction and maintenance activities. Evidently, there are large customers with their own transformers/substations. DE One builds these and repairs/maintains these.</p>
Duke Energy Peru Holdings S.R.L.	Peru	6/9/2000	Peruvian limited liability holding company.
Duke Energy Receivables Finance Company, LLC	Delaware	7/16/2003	Receivables finance company
Duke Energy Registration Services, Inc.	Delaware	11/18/1998	Manages the brand protection of Duke Energy Corporation.
Duke Energy Retail Sales, LLC	Delaware	12/9/2003	To provide retail gas and electric services.
Duke Energy Royal, LLC	Delaware	3/13/2002	Holding Company
Duke Energy Services Canada ULC	Canada (Alberta)	8/30/1995	Holding Company
Duke Energy Services, Inc.	Delaware	6/8/1959	A holding company.
Duke Energy Trading and Marketing, L.L.C.	Delaware	7/10/1996	Market natural gas, electricity and other energy related commodities. Does not have a parent company. Member companies are DETMI Management, Inc., 60% and Mobil Natural Gas, Inc., 40%.
Duke Energy Trading Exchange, LLC	Delaware	8/3/2000	
Duke Energy Transmission Holding Company, LLC	Delaware	7/16/2008	Holding company for transmission joint venture.
Duke Engineering & Services (Europe) Inc.	Delaware	10/13/1993	Subsidiary of DE&S, is engaged in engineering and related services in Europe.
Duke Engineering & Services International, Inc.	Cayman Islands	5/8/1996	Investment company. Partner in a joint venture in Argentina.
Duke Investments, LLC	Delaware	7/25/2000	
Duke Java, Inc.	Nevada	4/2/1996	Nevada entity is slated for dissolution.

Duke Project Services Australia Pty Ltd	Australia	7/12/2001	Australian company slated for dissolution.
Duke Project Services, Inc.	North Carolina	7/1/1966	Engaged in engineering activities for coal projects.
Duke Supply Network, LLC	Delaware	8/10/2000	
Duke Technologies, Inc.	Delaware	7/26/2000	A wholly-owned subsidiary of Cinergy Corp., is a holding company for various Cinergy investments and initiatives.
Duke Trading Do Brasil Ltda.	Brazil	1/17/2000	Brazilian entity used to purchase and sell electric power.
Duke Ventures II, LLC	Delaware	9/1/2000	
Duke Ventures, LLC	Nevada	12/19/2000	Holding company
Duke-Cadence, Inc.	Indiana	12/27/1989	To engage in the construction, operation, development or ownership of cogeneration facilities or power production facilities. To enter into joint ventures and partnership agreements.
Duke-Reliant Resources, Inc.	Delaware	1/14/1998	Holds Cinergy's investment in Reliant Services, LLC.
Duke/Fluor Daniel	North Carolina	9/1/1997	Engineering activities to coal fired plants.
Duke/Fluor Daniel Caribbean, S.E.	Puerto Rico	12/6/1996	Execution of an engineering, procurement and construction services agreement between the partnership and AES Puerto Rico, L.P.
Duke/Fluor Daniel El Salvador S.A. de C.V.	El Salvador	12/31/2002	Per Skip Weiss: Entity apparently set up as a contracting entity for El Salvador, but is apparently inactive.
Duke/Fluor Daniel International	Nevada	9/1/1994	Provides engineering, construction and operation services inside the U.S. to coal fired electric plants outside the U.S.
Duke/Fluor Daniel International Services	Nevada	9/1/1994	Coal Fired Generating Plant Services
Duke/Fluor Daniel International Services (Trinidad) Ltd.	Trinidad And Tobago	12/3/1998	Execution of an engineering, procurement and construction services agreement between Duke/Fluor Daniel International Services (partnership) and InCOGEN Limited.
Duke/Louis Dreyfus L.L.C.	Nevada	3/1/1995	A limited liability company formed to engage in the marketing of power. It sells both natural gas and electricity throughout the US.
DukeNet Communication Services, LLC	Delaware	12/21/2006	Hold telecommunications tower assets and provide certain telecommunications services
DukeNet Communications, LLC	Delaware	12/15/2000	
DukeNet/TCG LLC	North Carolina	12/12/1997	Wholesale provider of fiber-optic services

DukeTec I, LLC	Delaware	11/16/2000	
DukeTec II, LLC	Delaware	12/23/2003	To invest in energy/power generation and telecommunications technology opportunities.
DukeTec, LLC	Delaware	11/16/2000	Invests in Project management software with Utility industry applications.
Eastman Whipstock do Brasil Ltda.	Brazil	5/21/1979	Inactive
Eastman Whipstock, S.A.	Argentina	10/14/1981	Inactive. Oil and gas field services
Eastover Land Company	Kentucky	6/30/1970	Entity created for purposes of holding the land for Eastover Mining.
Eastover Mining Company	Kentucky	7/15/1970	Mining company (NOT a payroll entity)
Electroquil, S.A.	Guayaquil, Ecuador	2/6/1992	Ecuadorean entity which owns and operates 4 diesel-fired turbines of 180 MW near Guayaquil, Ecuador.
Energy Equipment Leasing LLC	Delaware	11/12/1998	Leases, sells or finances energy-related equipment.
Energy Pipelines International Company	Delaware	4/28/1975	Engineering & Management Services. Currently Inactive.
Environmental Wood Supply, LLC	Minnesota	8/10/2000	Handles all fuel and fuel procurement-related costs for St. Paul Cogeneration LLC.
Equinox Vermont Corporation	Vermont	5/1/1990	Non-regulated ownership of biomass and cogeneration facilities in Vermont and Maine
Etenorte S.R.L.	Peru	11/1/2006	Peruvian entity engaged in activities related to electricity transmission.
Eteselva S. R. L.	Peru		Peruvian limited liability company, and subsidiary of Aguaytia Energy, LLC which owns and operates transmission lines from Aguaytia, Peru to Paramanga, Peru and transmits electricity to customers in Peru.
eVent Resources Holdings LLC	Delaware	12/13/2000	Holds an equity interest in Triple Point Technology, Inc., a Connecticut-based technology company that develops and markets a suite of risk scenarios and effectively trades and manages transactions. This company also potentially conducts other authorized transactions consistent with ETC status.
eVent Resources I LLC	Delaware	11/17/2000	Acquires, owns, holds controls, manages, finance, builds, operates and liquidates a network of companies engaged primarily in businesses that take advantage of investment opportunities arising from the deregulation of the electric utility industry, including investments in power generation, new energy technology and telecommunications, whether through 100% ownership or a smaller percentage ownership.

cVent Resources Overseas I, LLC	Delaware	5/29/2001	The Company is organized primarily for the object and purpose of acquiring, owning, holding, controlling, managing, financing, building, operating, and liquidating an investment in Saw Mill Capital Fund, III, LLC, a Delaware limited liability company and a special purpose company that holds an interest in Clyde Bergeman, and other investments in other entities consistent with Section 2.3 of the Operating Agreement (the "Operating Agreement") of event dated as of December 1, 2000 (each such investment, a "Portfolio Investment").
Fiber Link, LLC	Indiana	9/5/2000	Performs the installation of conduit and then sells, rents, leases and otherwise, commercially optimizing said conduit.
Gas Integral S.R.L.	Peru	1/8/2004	Peruvian limited liability which gathers gas in connection with the Aguaytia asset.
Generadora del Pacifico, Limitada	Guatemala	4/9/2008	Guatemalan limited liability entity slated for dissolution.
Generadora La Laguna Duke Energy International Guatemala y Cia., S.C.A.	Guatemala	6/10/2004	Guatemalan joint stock company which owns 60 MW electric generation facility in Guatemala.
Green Power G.P., LLC	Texas	12/15/2000	Formed to act as the sole general partner of South Houston Green Power, L.P.
Green Power Holdings, LLC	Delaware	12/12/2000	The sole purposes of the Company are to engage in all aspects of the development, construction, ownership, operation and maintenance of the Project, and to engage in any lawful act or activity for which limited liability companies may be formed under the Act in respect thereof, and to engage in any and all activities necessary, advisable or incidental thereto.
Green Power Limited, LLC	Delaware	12/12/2000	Formed to act as the sole limited partner of South Houston Green Power, L.P.
Greenville Gas and Electric Light and Power Company	South Carolina	01/28/1861	This corporation shall have for its object the manufacture of gas, and the generating of electricity to be sold for lighting, heating, and all other purposes for which gas and electricity or either of them may be used. (currently inactive)
Happy Jack Windpower, LLC	Delaware	10/27/2006	Owner of all the assets that comprise the 29.4 MW Happy Jack Windpower Project being developed in Cheyenne, Wyoming.
IGC Aguaytia Partners, LLC	Cayman Islands	2/8/2002	Cayman company with ownership interests in the Aguaytia project in Peru.
Inver Energy Holdings I	Cayman Islands	12/22/2008	Cayman Holding company establish for the San Cristobal Project in Guatemala.
Inver Energy Holdings II	Cayman Islands	12/22/2008	Cayman Holding company establish for the San Cristobal Project in Guatemala.
Inver-Energy, S.A.	Guatemala	2/12/2007	Guatemalan operating company establish for the San Cristobal Project in Guatemala.
IPS-Cinergy Power Limited	Kenya	4/28/1999	Holds a joint venture in Tsavo Power Company in Kenya.
KEFI-Exchange Inc.	Canada (Alberta)	10/28/1999	Established for the purposes of designing, developing, implementing and operating an emissions reduction commodity registry and electronic trading exchange.

KO Transmission Company	Kentucky	4/11/1994	Engaged in the transportation of natural gas in interstate commerce between Kentucky and Ohio.
Lansing Grand River Utilities, LLC	Delaware	9/14/2000	Provides energy-related services to SUEZ/VNA/DEGS of Lansing, LLC
Laurel Hill Wind Energy, LLC	Pennsylvania	12/14/2004	Limited Liability Company that is developing a wind facility in Pennsylvania
LHI, LLC	Delaware	1/10/2002	Formed for the purpose of being the project company that will own a facility capable of producing synthetic fuel, qualifying for tax credits under IRS 29(c). The Company will produce synthetic fuel from coal by applying a latex or asphalt binder in order to induce a chemical change, with such change being a requirement for tax credit eligibility. The facility is located at a Mirant generating station in Newburg, Maryland.
Louisiana Energy Services, LLC	Delaware	4/9/1990	A limited partnership formed to design, license, construct, own and operate a centrifuge uranium enrichment plant to be located in the U.S., and sell and provide enrichment services and products on a profitable basis there from.
MCP, LLC	South Carolina	8/18/2000	Owner of record of the land on which the Mill Creek Combustion Turbine Station sits in Cherokee County, South Carolina
Miami Power Corporation	Indiana	3/25/1930	Owns an electric transmission line in Indiana.
National Methanol Company (IBN SINA)	Saudi Arabia	5/23/1981	A joint venture with SABIC for the operation of a methanol production plant in Saudi Arabia. 50% held by SABIC and 50% held by CTE Petrochemicals Company (Duke's partnership with Celanese).
NorthSouth Insurance Company Limited	Bermuda	12/2/2002	
Notrees Windpower, LP	Delaware	9/30/2005	Owner of all the assets that comprise that Notrees Windpower Project being developed in Ector and Winkler Counties, Texas.
NuStart Energy Development, LLC	Delaware	4/19/2004	NuStart Energy is a limited liability corporation comprised of ten power companies, created in 2004 for the dual purposes of: 1) obtaining a Construction and Operating License (COL) from the Nuclear Regulatory Commission (NRC), using the never before used, streamlined licensing process developed in 1992 and 2) completing the design engineering for the selected reactor technologies.
Oak Mountain Products, LLC	Delaware	7/9/2001	Project company that owns a facility capable of producing synthetic fuel. from coal by applying a latex or asphalt binder in order to induce a chemical change.

Ocotillo Windpower, LP	Delaware	12/22/2004	Owner of all the assets that comprise the 58.8 MW Ocotillo Windpower Project being developed near Big Spring, Texas.
Ohio River Valley Propane, LLC	Delaware	10/18/2001	Engaged in the business of marketing propane in the United States and owning and operating a propane storage cavern.
Ohio Valley Electric Corporation	Ohio	10/1/1952	Formed for the purpose of providing the large electric power requirement projected for a major DOE uranium enrichment complex. OVEC has in turn a subsidiary called Indiana Kentucky Electric Corporation which provides similar services. Owns an electric generating facility and sells electricity to a government facility that makes weapons. It also provides the large electric power requirement for a major Department of Energy uranium enrichment complex.
Oklahoma Arcadian Utilities, LLC	Delaware	12/5/2000	Constructs, owns, operates and maintains energy-related facilities located at a General Motor vehicle assembly plant in Oklahoma City, Oklahoma.
Owings Mills Energy Equipment Leasing LLC	Delaware	10/20/1999	
P.I.D.C. Aguaytia, L.L.C.	Delaware	11/17/1995	Delaware limited liability company with ownership interest in the Aguaytia project in Peru.
Pacific Power Holdings No. 1, B.V.	Netherlands	3/27/2008	Danish Holding company for potential projects in Central America.
Pacific Power Holdings No. 2, B.V.	Netherlands	3/28/2008	Danish Holding company for potential projects in Central America.
Pan Service Company	Delaware	8/13/1976	Corporate staff operations; General Partner (1%) in PanEnergy Services Limited Partnership.
PanEnergy Corp	Delaware	1/26/1981	Parent Company
Peru Energy Holdings, LLC	Delaware	10/26/1995	Delaware holding company which holds 99% in Gas Integral SRL (Peru) with regard to the Aguaytia project in Peru.
Piedmont Venture Partners Limited Partnership	North Carolina	10/3/1996	Venture capital firm created to invest in high-technology and bio-technology (including clean energy) private start-up companies in the research triangle (Raleigh, Durham and Chapel Hill) of NC and the Southeast.
Pioneer Transmission, LLC	Indiana	7/31/2008	
Q-Comm Corporation	Nevada	9/26/1996	Full-service telecommunications provider, which is currently putting in place fiber optic cable, switching equipment, back office support and sales/marketing plan.
Reliant Services, LLC	Indiana	6/25/1998	Performs underground utility-related facilities locating, meter reading and construction services.

Rumford Cogeneration Company Limited Partnership	Maine	1/10/1986	Owns a cogeneration facility in Maine
Ryegate Associates	Utah	4/30/1990	Owns a biomass facility in Vermont
Sandy River Timber, LLC	South Carolina	10/26/2007	Assemblage of land for future generation project use
Seahorse do Brasil Servicos Maritimos Ltda.	Brazil	3/30/1979	Inactive. Has been dormant for many years. Dissolution under review.
Searchlight Wind Energy LLC	Nevada	1/17/2008	Developing a wind power project in Nevada
Shreveport Red River Utilities, LLC	Delaware	10/16/2000	
Silver Sage Windpower, LLC	Delaware	4/16/2007	Holds a lease for some property in Laramie County, Wyoming.
South Construction Company, Inc.	Indiana	5/31/1934	Holds legal title to real estate and interests in real estate which are either not used and useful in the conduct of Duke Energy Indiana, Inc.'s business or which has some defect in title which is unacceptable to Duke Energy Indiana Inc.
South Houston Green Power, L.P.	Delaware	12/19/2000	Formed for the purpose of selling steam and electricity to BP at its Texas City and Chocolate Bayou facilities. In addition, it will also operate and maintain existing facilities and construct, own and operate new cogeneration facilities at the locations.
Southern Power Company	North Carolina	12/30/1927	The purpose of this entity is to generate, transmit and distribute electric power. Currently inactive, but still on the books - retain entity.
Spruce Mountain Investments, LLC	Delaware	11/8/2006	Holding company - Owns all the membership interests in Spruce Mountain Products, LLC, a coal-based synthetic fuel productivity facility.
Spruce Mountain Products, LLC	Delaware	10/27/2006	A coal-based synthetic fuel production facility.
St. Paul Cogeneration, LLC	Minnesota	12/18/1998	Develops, constructs, operates and maintains a qualifying facility (QF) in downtown St. Paul, Minnesota.
SUEZ-DEGS of Ashtabula, LLC	Delaware	4/21/1999	Develops, constructs, operates and maintains a qualifying facility (QF) located in Ashtabula, Ohio and provides other energy-related products and services.
SUEZ-DEGS of Lansing, LLC	Delaware	11/3/1999	Provides management services for Trigen/Cinergy-USFOS of Lansing LLC.
SUEZ-DEGS of Orlando, LLC	Delaware	6/12/1998	Develops, constructs, operates and maintains a district cooling business in Orlando, Florida.
SUEZ-DEGS of Owings Mills, LLC	Delaware	9/20/1999	Develops, constructs, operates and maintains a cogeneration facility located at the Sweetheart Cup Corporation in Owings Mills, Maryland.
SUEZ-DEGS of Rochester, LLC	Delaware	10/20/1999	Provides energy-related services to Kodak Park in Rochester, New York.
SUEZ-DEGS of Silver Grove, LLC	Delaware	3/18/1999	Provides energy-related services to the Lafarge gypsum manufacturing plant in Silver Grove, Kentucky. These services include the design, installation and operation of a combined heat and power system.
SUEZ-DEGS of Tuscola, LLC	Delaware	8/21/1998	Develops, constructs, operates and maintains a qualifying facility (QF) in Tuscola, Illinois and provides other energy-related products and services.

SUEZ-DEGS, LLC	Delaware	2/18/1997	Engages in the preliminary development of cogeneration and/or thermal energy facilities. Specific projects are developed and held by special purpose affiliates.
SUEZ/VWNA/DEGS of Lansing, LLC	Delaware	11/3/1999	Develops, constructs and operates certain energy facilities located at a General Motors facility in Lansing, Michigan.
Sugartree Timber, LLC	Delaware	7/24/2008	Hold land for future generation project use.
Sweetwater 4-5 Holdings LLC	Delaware	4/18/2007	Holding company that owns LLCs with interests in wind power assets in Texas
Sweetwater Development LLC	Texas	11/5/2002	Developing a wind power project in Texas
Sweetwater Wind 1 LLC	Delaware	6/24/2003	Owns wind generation facility in Texas
Sweetwater Wind 2 LLC	Delaware	4/19/2004	Owns wind generation facility in Texas
Sweetwater Wind 3 LLC	Delaware	4/29/2004	Owns wind generation facility in Texas
Sweetwater Wind 4 LLC	Delaware	4/29/2004	Owns wind generation facility in Texas
Sweetwater Wind 5 LLC	Delaware	4/29/2004	Owns wind generation facility in Texas
Sweetwater Wind 6 LLC	Delaware	4/29/2004	Owns assets of wind power project being developed in Texas
Sweetwater Wind Power L.L.C.	Texas	11/5/2002	Owns wind generation assets in Texas
SYNCAP II, LLC	Delaware	10/13/2000	Formed to commercialize new technologies for converting high-sulfur coal to low-sulfur coal.
TBP Properties, LLC	South Carolina	12/11/2006	Hold land for future project use
TE Happy Jack, LLC	Delaware	10/27/2006	Holding company.
TE Notrees, LLC	Delaware	9/30/2005	Holding company.
TE Ocotillo, LLC	Delaware	12/21/2004	Holding company.
TE Silver Sage, LLC	Delaware	4/16/2007	Holding company.
Teak Mountain Products, LLC	Delaware	5/1/2007	Coal-based synthetic fuel production business.
TEC Aguaytia, Ltd.	Bermuda	12/17/1996	Bermuda holding entity with indirect ownership interest in the Aguaytia project in Peru.
Termoselva S. R. L.	Peru		Peruvian limited liability company that owns and operates facility generating electricity in the Peruvian Amazon Basin.
Texas Eastern (Bermuda) Ltd.		11/24/1972	Bermuda holding company with investments in international ventures.
Texas Eastern Arabian Ltd.	Bermuda	7/25/1974	Investments in Texas Eastern International Ventures, Ltd. and National Methanol Company
The Duke Energy Foundation	North Carolina	6/5/1984	To receive, administer, and make donation of funds for educational, scientific, and charitable purposes.
Three Buttes Windpower, LLC	Delaware	8/26/2008	Develop, construct, own and operate the Campbell Hill Windpower project near Casper, Wyoming

Top of the World Wind Energy LLC	Delaware	3/13/2008	Developing wind power project in Wyoming
Tower Management, Inc	Indiana	12/4/1987	Holds communication tower assets
TRES Timber, LLC	South Carolina	12/11/2006	Hold land for future project use
Tri-State Improvement Company	Ohio	1/14/1964	Acquiring and holding property in Ohio, Kentucky, and Indiana for substations, electric and gas rights of way, office space, and other uses in connection with the utility business of The Cincinnati Gas & Electric Company and its utility subsidiaries.
Tsavo Power Company Limited	Kenya	1/22/1998	Power plant at the Port of Mombasa, Kenya's main seaport. The facility sells power to Kenya Power and Lighting Corporation through a Purchased Power Agreement.
UK Electric Power Limited	England	12/24/1920	
Wateree Power Company	South Carolina		The purpose of this entity is to generate, transmit and distribute electric power. (currently inactive)
Western Carolina Power Company	North Carolina	9/10/1907	The purpose of this entity is to generate, transmit and distribute electric power. (currently inactive)
Willow Creek Wind Energy LLC	Delaware	6/18/2007	Developing wind power project in Colorado
Willow Mountain Products, LLC	Delaware	5/1/2007	Coal-based synthetic fuel production business.

**VI. A CODE OF CONDUCT POLICY THAT COMPLIES WITH O.A.C. 4901:1-37-05
AND THAT EMPLOYEES OF THE UTILITY AND AFFILIATES MUST
FOLLOW.**

**Duke Energy Ohio
Affiliate Code of Conduct**

A. Introduction

This Affiliate Code of Conduct governs the actions of Duke Energy Ohio and its affiliates. It is intended to ensure that no competitive advantage flows from Duke Energy Ohio to an affiliate and vice versa. Compliance with this Code of Conduct shall be mandatory for all employees, consultants and independent contractors of Duke Energy Ohio and its affiliates.

B. The Code of Conduct

- (1) Duke Energy Ohio shall not release any proprietary customer information (e.g. individual customer load profiles or billing histories) to an affiliate, or otherwise, without the prior authorization of the customer, except as required by a regulatory agency or court of law.
- (2) Duke Energy Ohio shall make customer lists, which include name, address, and telephone number of the customer, available on a nondiscriminatory basis to all nonaffiliated and affiliated certified retail electric competitors transacting business in its service territory, unless otherwise directed by the customer. This paragraph does not apply to customer-specific information, obtained with proper authorization, necessary to fulfill the terms of a contract, or information relating to the provision of general and administrative support services.
- (3) Employees of Duke Energy Ohio affiliates shall not have access to any information about Duke Energy Ohio transmission or distribution systems that would convey a competitive advantage to such affiliate (including, but not limited to, system operations, capability, price, curtailments, and ancillary services) and that is not contemporaneously and in the same form and manner available to a nonaffiliated competitor of retail electric service.
- (4) Duke Energy Ohio shall treat as confidential all information obtained from a Certified Supplier of retail electric service, both affiliated and nonaffiliated, and shall not release such information unless a Certified Supplier provides prior authorization to do so.

- (5) Duke Energy Ohio shall not tie (nor allow an affiliate to tie) or otherwise condition the provision of Duke Energy Ohio regulated services, discounts, rebates, fee waivers, or any other waivers of ordinary terms and conditions of service, including but not limited to tariff provisions, to the taking of any goods and/or services from Duke Energy Ohio affiliates.
- (6) Duke Energy Ohio shall ensure effective competition in the provision of retail electric service by avoiding anticompetitive subsidies flowing from a noncompetitive retail electric service to a competitive retail electric service or to a product or service other than retail electric service, and vice versa. Duke Energy Ohio shall accomplish this by ensuring that all employee sharing and affiliate transactions are at fully embedded cost pursuant to its PUCO-approved service agreements and in accordance with FERC affiliate pricing rules and regulations.
- (7) Duke Energy Ohio, upon request from a customer, shall provide a complete list of all Certified Suppliers operating on the system, but shall not endorse any Certified Suppliers nor indicate that any Certified Supplier will receive preference because of an affiliate relationship.
- (8) Duke Energy Ohio shall not engage in joint advertising or marketing activities with an affiliate, nor allow an affiliate to use its name or logo in any advertising, promotion or marketing activity.
- (9) Duke Energy Ohio shall provide comparable access to products and services related to tariffed products and services, and specifically comply with the following:
 - a) Duke Energy Ohio shall not unduly discriminate in the offering of its products and/or services;
 - b) Duke Energy Ohio shall apply all tariff provisions in the same manner to the same or similarly situated entities, regardless of any affiliation or non-affiliation;
 - c) Duke Energy Ohio shall not, through a tariff provision, a contract, or otherwise, give its affiliates preference over nonaffiliated competitors of retail electric service or their customers in matters relating to any product and/or service;
 - d) Duke Energy Ohio shall strictly follow all tariff provisions;

- e) Except to the extent allowed by state law, Duke Energy Ohio shall not provide discounts, rebates, or fee waivers for any state regulated monopoly service.
- (10) Shared representatives or shared employees of Duke Energy Ohio and its affiliated electric services company shall clearly disclose upon whose behalf their public representations are being made when such representations concern the entity's provision of electric services.

C. Limited Exception

Notwithstanding the foregoing, in a declared emergency situation, Duke Energy Ohio may take actions necessary to ensure public safety and system reliability. Duke Energy Ohio shall maintain a log of all such actions that do not comply with the Code of Conduct provisions, which log shall be subject to review by the Public Utilities Commission of Ohio.

D. Violations

Violations of this Code of Conduct may subject the violating employee, consultant or independent contractor to disciplinary action up to and including discharge from employment.

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VII. A DESCRIPTION OF ANY JOINT ADVERTISING AND/OR JOINT MARKETING ACTIVITIES BETWEEN THE UTILITY AND AFFILIATE.

In order to ensure compliance with corporate separation rules and regulations, Duke Energy Ohio does not plan to jointly advertise or market with its non-regulated affiliates. If that position changes, Duke Energy Ohio will advise the Commission Staff. Duke Energy Retail Sales (DERS) is a registered competitive retail electric service provider in the State of Ohio. It is a subsidiary of Duke Energy Corporation and an affiliate of Duke Energy Ohio. Duke Energy Ohio will not engage in joint marketing with DERS.

Duke Energy Corporation has in place several policies to protect its company brand. To best position the company for future growth and create value for all stakeholders, its franchised electric and gas utilities will use a single company name – Duke Energy. Some employees and executives who interact with state regulatory commissions and other official agencies will identify their businesses as Duke Energy Carolinas, Duke Energy Indiana, Duke Energy Ohio and Duke Energy Kentucky. Signs at facilities, logos on vehicles, uniforms and hard hats, language on our Web sites and other communications will simply use “Duke Energy.”

The geographic identifiers (*e.g.* Duke Energy Ohio) are to be used in the following applications:

- Regulatory filings in the franchised jurisdictions and in other public documents (press releases, fact sheets, etc.) referring to those filings, and on reports specific to the utility that are presented to regulators and for limited internal uses. Examples are financial reports, customer data, etc.

- Business cards, stationery of large customer/regulator/legislator-facing employees in the respective utility organizations (for simplicity, this applies to all employees in the organizations reporting to the utility presidents).

Other, non-regulatory-driven communications, publications, brochures and reports should refer to Duke Energy only and use the Duke Energy logo. Such communications may describe regional operations: for example, an economic development brochure might refer to “doing business in the Carolinas” or a regulatory report might refer to the company’s “Indiana operations.” Geographic identifiers should be avoided in these uses. Geographic identifier logos should not be used on hard hats, vehicles, signage or logo merchandise.

Marketing Communications researches trademarks and reviews and approves all new names and logos. Logos are based on the common, not legal, name of the business unit.

- All energy-related business units use the corporate name and logo as their primary identifiers, with the business unit name as a secondary identifier.
- Subsidiaries of energy-related business units use the corporate name and logo as their primary identifiers, with the subsidiary name as the secondary identifier.
- Energy-related business formed from joint ventures use the corporate name and logo only when the business’s practices, policies and approaches mirror those of Duke Energy.
- Newly formed businesses use names and logos established on a case-by-case basis.