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PUCO EXHIBIT FILING

Date of Hearing: 11/3/11

Case No. 11-3549-EL-SSO, et al.

PUCO Case Caption: \_\_\_\_\_

Duke Energy - Ohio

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List of exhibits being filed:

Company Ex. 22.2

Reporter's Signature: Maria Eli Paolo Jones  
Date Submitted: 11/3/11

1           BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

2           In the Matter of the           :  
3           Application of Duke           :  
4           Energy Ohio for Authority   :  
5           to Establish a Standard       :  
6           Service Offer Pursuant to   : Case No. 11-3549-EL-SSO  
7           \$4928.143, Revised Code,   :  
8           in the Form of an Electric:  
9           Security Plan, Accounting   :  
10          Modifications and Tariffs   :  
11          for Generation Service.     :

12          In the Matter of the       :  
13          Application of Duke        :  
14          Energy Ohio for Authority   : Case No. 11-3550-EL-ATA  
15          to Amend its Certified     :  
16          Supplier Tariff, PUCO      :  
17          No. 20.                      :

18          In the Matter of the       :  
19          Application of Duke        :  
20          Energy Ohio for Authority   : Case No. 11-3551-EL-UNC  
21          to Amend its Corporate     :  
22          Separation Plan.            :

23                                    - - -  
24                                    PROCEEDINGS

25          before Ms. Christine Pirik and Ms. Katie Stenman,  
26          Attorney Examiners, at the Public Utilities  
27          Commission of Ohio, 180 East Broad Street, Room 11-A,  
28          Columbus, Ohio, called at 10:00 a.m. on Thursday,  
29          November 3, 2011.

30                                    - - -  
31                                    VOLUME I

32                                    - - -  
33                                    ARMSTRONG & OKEY, INC.  
34                                    222 East Town Street, Second Floor  
35                                    Columbus, Ohio 43215-5201  
36                                    (614) 224-9481 - (800) 223-9481  
37                                    Fax - (614) 224-5724

Company 2.2

Duke Energy Ohio  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Electric No. 10  
Sheet No. 94.1  
Cancels and Supersedes  
Original Sheet No. 94  
Page 1 of 2

**RIDER BDP**

**BACKUP DELIVERY POINT CAPACITY RIDER**

**BACKUP DELIVERY POINT (TRANSMISSION/DISTRIBUTION) CAPACITY**

The Company will normally supply service to one premise at one standard voltage at one delivery point and through one meter to a Non-Residential Customer in accordance with the provisions of the applicable rate schedule and the Electric Service Regulations. Upon customer request, the Company will make available to a Non-Residential Customer additional delivery points in accordance with the rates, terms and conditions of this Rider BDP. For hospitals that are members of the Greater Cincinnati Health Council, Rider BDP will be administered as specified in Case No. 11-3549-EL-SSO, Stipulation Page 21, Section I.

**NET MONTHLY BILL**

1. Connection Fee \$300.00  
The Connection Fee applies only if an additional metering point is required.
2. Monthly charges will be based on the unbundled distribution and/or transmission rates of the customer's most applicable rate schedule and the contracted-for reserved backup delivery point capacity.
3. The Customer shall also be responsible for the acceleration of costs to the extent that the revenue requirement for such costs exceeds the monthly charges established in Section 2 above, if any, which would not have otherwise been incurred by Company absent such request for additional delivery points. The revenue requirement for the acceleration of costs shall be equal to the product of the capital investment which has been advanced and the levelized fixed charge rate. The terms of payment may be made initially or over a pre-determined term mutually agreeable to Company and Customers that shall not exceed the minimum term. In each request for service under this Rider, Company engineers will conduct a thorough review of the customer's request and the circuits affected by the request. The customer's capacity needs will be weighed against the capacity available on the circuit, anticipated load growth on the circuit, and any future construction plans that may be advanced by the request. The acceleration charges described in this paragraph (3.) will not apply to customers that already have a backup delivery point as of the effective date of this Rider.

**TERMS AND CONDITIONS**

The Company will provide such backup delivery point capacity under the following conditions:

1. Company reserves the right to refuse backup delivery capacity to any Customer where such backup delivery service is reasonably estimated by Company to impede or impair current or future electric transmission or distribution service.
2. The amount of backup delivery point capacity shall be mutually agreed to by the Company and the Customer because the availability of specific electric system facilities to meet a Customer's request is unique to each service location.
3. System electrical configurations based on Customer's initial delivery point will determine

Filed pursuant to an Order dated \_\_\_\_\_ in Case No. 11-3549-EL-SSO before the Public Utilities Commission of Ohio.

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whether distribution and/or transmission charges apply to Customer's backup delivery point.

#### **TERMS AND CONDITIONS (CONTINUED)**

4. In the event that directly assigned facilities are necessary to attach Customer's backup delivery point to the joint transmission or distribution systems, Company shall install such facilities and bill Customer the Company's full costs for such facilities and installations.
5. Energy supplies via any backup delivery point established under this Rider BDP will be supplied under the applicable rate tariff and/or special contract.
6. Company and the Customer shall enter into a service agreement with a minimum term of five years. This service agreement shall contain the specific terms and conditions under which Customer shall take service under this Rider BDP.
7. Company does not guarantee uninterrupted service under this rider.

#### **SERVICE REGULATIONS**

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

Filed pursuant to an Order dated  
Commission of Ohio.

in Case No. 11-3549-EL-SSO before the Public Utilities

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Filed pursuant to an Order dated ~~July 8, 2009~~ \_\_\_\_\_ in Case No. ~~0811-7093549-EL-AIRSSO~~ before the Public Utilities Commission of Ohio.

Issued: ~~July 10, 2009~~  
2009 January 3, 2012

Effective: ~~July 13,~~

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3. System electrical configurations based on Customer's initial delivery point will determine whether distribution and/or transmission charges apply to Customer's backup delivery point.

#### TERMS AND CONDITIONS (CONTINUED)

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