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VIA ELECTRONIC DELIVERY

January 20, 2012

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

Re: In the Matter of the Application of Duke Energy Ohio, Inc. to Cancel its Spark Spread Interruptible Transportation Rate (Rate SSIT) Pursuant to R.C. 4909.18 or in the Alternative Suspend Rate SSIT Pursuant to R.C. 4909.16 PUCO Case No. 2012-0331

Dear Docketing Division:

Enclosed please find the following attachments inadvertently omitted from the Application which was filed on January 19, 2012:

Attachment A, P.U.C.O. Gas No. 18, Sheet No. 54.2, Cancels and Supersedes Sheet No. 54.1;

Attachment B, a copy of the current Duke Energy Ohio Gas No. 18, Sheet No. 54.2, Spark Spread Interruptible Transportation Rate (Rate SSIT) in redline form indicating that the rate is canceled and withdrawn; and

Attachment C, a clean copy of the current Duke Energy Ohio Gas No. 18, Sheet No. 54.2, Spark Spread Interruptible Transportation Rate (Rate SSIT) with changes accepted.

Please accept these attachments for filing. We apologize for any inconvenience that this omission may have caused.

Sincerely.

Gristin Counnyfur Kristen Cocanougher Duke Energy Ohio 139 East Fourth Street Cincinnati, Ohio 45202 P.U.C.O. Gas No. 18 Sheet No. 54.2 Cancels and Supersedes Sheet No. 54.1 Page 1 of 4

RATE SSIT

SPARK SPREAD INTERRUPTIBLE TRANSPORTATION RATE

AVAILABILITY

Interruptible local delivery service for natural gas to be used in commercial gas fired electric generators and available to any customer who: (1) signs a contract with the Company for service under this Rate SSIT; (2) arranges for the delivery of gas into the Company's system for customer's sole use at one point of delivery where distribution mains are adjacent to the premise to be served; and (3) utilizes natural gas transported under this tariff as its primary fuel source in a combustion gas turbine unit(s) or combined cycle unit(s) for the purpose of generating electricity. Service under this tariff will be provided by displacement and on a best efforts basis. The Company reserves the right to decline requests to initiate or continue service hereunder whenever, in the Company's sole judgment, rendering service will be detrimental to the operation of the Company's system or impair its ability to supply gas to customers receiving service under the provisions of Rate RS, Rate GS, Rate RFT, Rate FT, Rate DGS, Rate IT, or other special contract arrangements. This tariff schedule shall not preclude the Company from entering into special arrangements with Commission approval, which are designed to meet unique circumstances.

The service provided hereunder will be interruptible local gas delivery service provided on a best efforts basis from the Company's city gate receipt points to the outlet side of Customer's meter. The Company, to insure its ability to reliably supply gas to customers receiving service under the provisions of Rate RS, Rate GS, Rate RFT, Rate FT, Rate DGS, and Rate IT, as well as under interruptible special contract arrangements, shall have the right for operational reasons to designate the city gate receipt points where the customer is required to deliver gas into the Company's system.

In order to receive service under this tariff, Customer must have in place throughout the term of this agreement a gas storage/balancing service agreement with an upstream supplier under which that supplier will balance customer's hourly and daily usage with deliveries into the Company's system. The Company will install at Customer's expense metering equipment that will allow it to monitor customer's hourly and daily usage

NET MONTHLY BILL

The Net Monthly Bill is determined as follows: All gas delivered is billed in units of 1000 cubic feet (MCF).

Administrative Charge per month:

\$595.86

Facilities Charge per month:

Monthly amount required to amortize the incremental costs that the Company incurs in order to construct facilities to bring service to Customer, including the costs of such facilities as mains and service installations, metering and regulating equipment, and telemetric and flow control equipment.

Issued pursuant to an Order dated May 28, 2008 in Case No. 07-589-GA-AIR before the Public Utilities Commission of Ohio.

Issued: May 29, 2008 Effective: June 4, 2008

Effective: June 4, 2008

Duke Energy Ohio 139 East Fourth Street Cincinnati, Ohio 45202 P.U.C.O. Gas No. 18 Sheet No. 54.2 Cancels and Supersedes Sheet No. 54.1 Page 2 of 4

NET MONTHLY BILL (Contd.)

Delivery Charge:

Company will deliver the arranged-for gas, less shrinkage, which is equal to the Company's system average unaccounted-for percentage, at a variable Spark Spread Rate determined as follows:

The transportation rate (\$ per MCF) shall be the greater of (Heat Rate / 1,000) x 0.0204 or (Spark Spread - 10.00) x (\$ 1.4 / Heat Rate)

Where:

Spark Spread = Electric Price – (Gas Price x Heat Rate / 1,000)

Heat Rate = Average heat rate at High Heating Value (HHV), subject to annual audit.

Electric Price = Weighted Average Index in \$/MWh for "Into Cinergy" as listed in Megawatt Daily.

Gas Price = Columbia Gas Appalachian midpoint in \$/MMBtu as listed in Gas Daily.

Examples (Heat Rate = 8000):

Electric	Gas	Spark	Transportation
Price	Price	Spread	Rate
\$/MWH	\$MMBTU	\$MWH	\$/MCF
\$ 25.00	\$4.000	\$ (7.00)	\$0.1632
\$ 50.00	\$4.000	\$ 18.00	\$0.1632
\$ 75.00	\$4.000	\$ 43.00	\$0.2120
\$100.00	\$4.000	\$ 68.00	\$0.3727
\$125.00	\$4.000	\$ 93.00	\$0.5333
\$150.00	\$4.000	\$118.00	\$0.6939
\$175.00	\$4.000	\$143.00	\$0.8545
\$200.00	\$4.000	\$168.00	\$1.0152
\$225.00	\$4.000	\$193.00	\$1.1758

Plus all delivered gas shall be subject to an adjustment per CCF as set forth on:

Sheet No. 65, Rider AMRP, Accelerated Main Replacement Program.

Sheet No. 68, Rider STR, State Tax Rider.

Sheet No. 88, Rider AU, Advanced Utility.

EXCISE TAX RIDER

The net monthly bill shall be adjusted by application of the percent specified on Sheet No. 64, Rider ETR, Ohio Excise Tax Liability Rider, except that finance charges are excluded from the computation of the net bill.

MINIMUM BILL PROVISION

Customer will be subject to a monthly "minimum bill" equal to the Monthly Administrative Charge and Facilities Charge, as noted above, plus the percentage specified in Rider ETR, Sheet No. 64, Ohio Issued pursuant to an Order dated May 28, 2008 in Case No. 07-589-GA-AIR before the Public Utilities Commission of Ohio.

Issued: May 29, 2008

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Duke Energy Ohio 139 East Fourth Street Cincinnati, Ohio 45202 P.U.C.O. Gas No. 18 Sheet No. 54.2 Cancels and Supersedes Sheet No. 54.1 Page 3 of 4

Excise Tax Liability Rider.

UNAUTHORIZED DELIVERIES

In the event customer fails to interrupt transportation deliveries at Company's request, any excess deliveries through customer's meter will be considered unauthorized deliveries that are subject to the flow through of pipeline penalty charges to the extent that they are incurred by the Company, and in addition thereto, shall be paid for as specified under the "Charges For Unauthorized Deliveries" provision of this rate schedule. The charges for such unauthorized deliveries shall be billed directly to the customer. However, Company may at its sole discretion physically discontinue service to the customer if customer refuses to interrupt service when requested by Company. Further, Company may temporarily or permanently discontinue service if customer fails to operate in accordance with the Company's directives and limitations regarding service under this tariff.

CHARGES FOR UNAUTHORIZED DELIVERIES

Any customer taking unauthorized deliveries shall be billed an amount reflective of the general service rate, Rate GS, Sheet No. 32, including the expected gas cost component of the gas cost recovery rate or Company's highest cost gas, and one month's pipeline and supplier related demand charges on the volume difference (this charge shall not be imposed more frequently than once in any 30 day period) and/or the cost of operating the Company's propane peak shaving plant, and/or, if so required to effectuate compliance with the interruptible provisions of this schedule, the cost incurred by the Company to valve-off the service. In any event, customer shall reimburse the Company for any interstate pipeline penalty charges resulting from such unauthorized deliveries.

BALANCING

For purposes of this tariff a "pool" shall be defined as one or more customers taking service under Rate SSIT that are joined together for supply management purposes. A "pool operator" has a contractual responsibility to manage the aggregated gas supply requirements of all Rate SSIT customers that comprise its pool. All supply management responsibilities of individual customers are transferred to the pool operator once a customer becomes a part of a pool, as the aggregated balancing requirements of all pool members are treated under this tariff as though they were a single customer with its own supply management responsibilities. Because of the large hourly and daily usage likely to flow under this tariff, pool operator is required to contract with the pipelines designated by the Company for hourly and daily deliveries that correspond with their actual burn of gas delivered under this tariff.

LATE PAYMENT CHARGE

Payment of the total amount due must be received in the Company's office by the due date shown on the bill. When not so paid, an additional amount equal to five percent (5%) of the unpaid balance is due and payable.

TERMS AND CONDITIONS

The customer shall enter into a written agreement with the Company. Such agreement shall set forth specific arrangements as to the transportation services provided as well as the level of firm gas

Issued pursuant to an Order dated May 28, 2008 in Case No. 07-589-GA-AIR before the Public Utilities Commission of Ohio.

Issued: May 29, 2008 Effective: June 4, 2008

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Duke Energy Ohio 139 East Fourth Street Cincinnati, Ohio 45202 P.U.C.O. Gas No. 18 Sheet No. 54.2 Cancels and Supersedes Sheet No. 54.1 Page 4 of 4

required by customer and any other circumstances relating to the individual customer.

The Company's best efforts is defined as the right, at any time, to curtail or interrupt the delivery or transportation of gas under this tariff when, in the judgment of the Company, such curtailment or interruption is necessary to enable the Company to maintain deliveries to higher priority customers or to respond to any emergency.

TERMS AND CONDITIONS (Contd.)

Pool operator agrees upon request by Company to produce, in a timely manner, proof of the purchase of the natural gas transported, any necessary regulatory approvals, and any and all transportation arrangements with all interstate pipelines, intrastate pipelines, or others involved in transporting the pool gas' supplies.

Company will not be liable for any costs and/or penalties charged by pipelines, or suppliers, because of pool operator's over or under deliveries into the pipeline, or pool customers' failure to take deliveries through customer's meters that in the aggregate match the amount of gas transported by the pool operator to the Company's city gate.

The Company will provide customer, and/or its designated pool operator by electronic or other available means of communication, its best available operating data on gas deliveries to individual customers and for the combined pool on an hourly and daily basis. Hourly/daily operational information shall include information on hourly/daily gas flows provided by Automatic Meter Reading (AMR), equipment, telemetry, or any other means the Company has available to provide the customer, or its designated pool operator with its best estimate of hourly/daily gas deliveries for individual customer's and the pool's combined accounts.

In order to administer the provisions of this tariff and monitor customer's hourly/daily usage, the Company will install remote metering equipment on customer's meter site. Customer will be responsible for payment of the cost of such telemetric equipment, either through a lump sum payment, or at the Company's option, through a monthly facilities charge designed to reimburse the Company for the costs of such equipment. Customer will also be responsible for providing the Company with access to a telephone service at customer's metering site, or such other equipment or utilities which may be necessary, and shall also be responsible for the monthly charges for such telephone service or other necessary equipment or utilities.

The primary term of contract shall be a minimum of ten (10) years. After completion of the primary term, such contract shall continue unless cancelled by either party upon thirty (30) days written notice.

SERVICE REGULATIONS

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

Issued pursuant to an Order dated May 28, 2008 in Case No. 07-589-GA-AIR before the Public Utilities Commission of Ohio.

Issued: May 29, 2008 Effective: June 4, 2008

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P.U.C.O. Gas No. 18 Sheet No. 54.23 Cancels and Supersedes Sheet No. 54.42 Page 1 of 4<u>1</u>

Duke Energy Ohio 139 East Fourth Street Cincinnati, Ohio 45202

RATE SSIT

SPARK SPREAD INTERRUPTIBLE TRANSPORTATION RATE

ı	THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN AVAILABILITY
ı	Interruptible local delivery service for natural gas to be used in commercial gas fired electric
ı	generators and available to any customer who: (1) signs a contract with the Company for service under
ı	this Rate SSIT; (2) arranges for the delivery of gas into the Company's system for customer's sole use at
ł	one point of delivery where distribution mains are adjacent to the premise to be served; and (3) utilizes
I	natural gas transported under this tariff as its primary fuel source in a combustion gas turbine unit(s) or
ı	combined cycle unit(s) for the purpose of generating electricity. Service under this tariff will be provided by
١	displacement and on a best efforts basis. The Company reserves the right to decline requests to initiate or
I	continue service hereunder whenever, in the Company's sole judgment, rendering service will be
ı	detrimental to the operation of the Company's system or impair its ability to supply gas to customers
ı	receiving service under the provisions of Rate RS, Rate GS, Rate RFT, Rate FT, Rate DGS, Rate IT, or
ı	other special contract arrangements. This tariff schedule shall not preclude the Company from entering into
ı	special arrangements with Commission approval, which are designed to meet unique circumstances.
ı	
ı	The service provided hereunder will be interruptible local gas delivery service provided on a best
ı	efforts basis from the Company's city gate receipt points to the outlet side of Customer's meter. The
ı	Company, to insure its ability to reliably supply gas to customers receiving service under the provisions of
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ł	where the customer is required to deliver gas into the Company's system.
l	
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ı	agreement a gas storage/balancing service agreement with an upstream supplier under which that supplier
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I	will install at Customer's expense metering equipment that will allow it to monitor customer's hourly and
I	daily usage
ı	
ı	NET MONTHLY BILL
ı	— The Net Monthly Bill is determined as follows:
l	All gas delivered is billed in units of 1000 cubic feet (MCF).
	Administrative Charge per month: \$595.86
ı	7 diministrative charge per month.
I	Issued pursuant to an Order dated May 28, 2008 in Case No. 07-589-GA-AIR before
•	the Public Utilities Commission of Ohio.
	Issued: May 29, 2008 Effective: June 4, 2008

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P.U.C.O. Gas No. 18 Sheet No. 54.23 Cancels and Supersedes Sheet No. 54.42 Page 2 of 41

Duke Energy Ohio 139 East Fourth Street Cincinnati, Ohio 45202

Facilities Charge per month:

Monthly amount required to amortize the incremental costs that the Company incurs in order to construct facilities to bring service to Customer, including the costs of such facilities as mains and service installations, metering and regulating equipment, and telemetric and flow control equipment.

Issued pursuant to an Order dated May 28, 2008 in Case No. 07-589-GA-AIR before the Public Utilities Commission of Ohio.

Issued: May 29, 2008

Duke Energy Ohio 139 East Fourth Street Cincinnati, Ohio 45202 P.U.C.O. Gas No. 18 Sheet No. 54.23 Cancels and Supersedes Sheet No. 54.42 Page 3 of 41

	al to the Company's system at a variable Spark Spread F	•	
The tran	sportation rate (\$ per MCF) of	all be the greater of (Neat	Rate / 1,000) % 0.0204 or
(Spark S	pread 10.00) x (51.4 / Heat	- Rate)	
Spark S	pread = Electric Price - (Ga		,
	ite = Average heat rate at Hi		
			nergy" as listed in Megawatt Daily
Gas Pri	se = Columbia Gas Appalaci	nan midpoint in \$/MMBtu a	as listed in Gas Daily.
Examples (Hea-	t Rate - 8000):		
 E lectric	Gas	Spark	Transportation
Price	Price	Spread	Rate
MWH	\$MMBTU	\$MWH	\$/MCF
25.00	\$4.000	\$ (7.00)	\$0.1632
50.00	\$4.000	\$ 18.00	\$0.1632
75.00	\$4.000	\$ 43.00	\$0.2120
100.00	\$4.000	\$ 68.00	\$0.3727
\$125.00	\$4.000	\$ 93.00	\$0.5333
\$150.00	\$4.000	\$118.00	\$0.6939
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	ered gas shall be subject to		
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PUCO Case No. 2012-0331 Attachment B Page 4 of 7

Duke Energy Ohio 139 East Fourth Street Cincinnati, Ohio 45202 P.U.C.O. Gas No. 18 Sheet No. 54.23 Cancels and Supersedes Sheet No. 54.42 Page 4 of 41

BAILIBAI	INA DII I	PROVISION

Customer will be subject to a monthly "minimum bill" equal to the Monthly Administrative Charge and Facilities Charge, as noted above, plus the percentage specified in Rider ETR, Cheet No. 64, Ohio Excise Tax Liability Rider.

Issued pursuant to an Order dated May 28, 2008 in Case No. 07-589 GA AIR before the Public Utilities Commission of Ohio.

Issued: May 29, 2008

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Duke Energy Ohio 139 East Fourth Street Cincinnati, Ohio 45202 P.U.C.O. Gas No. 18 Sheet No. 54.23 Cancels and Supersedes Sheet No. 54.42 Page 5 of 41

UNAUTHORIZED DELIVERIES

In the event customer fails to interrupt transportation deliveries at Company's request, any excess deliveries through customer's meter will be considered unauthorized deliveries that are subject to the flow through of pipeline penalty charges to the extent that they are incurred by the Company, and in addition thereto, shall be paid for as specified under the "Charges For Unauthorized Deliveries" provision of this rate schedule. The charges for such unauthorized deliveries shall be billed directly to the customer. However, Company may at its sole discretion physically discontinue service to the customer refuses to interrupt service when requested by Company. Further, Company may temporarily or permanently discontinue service if customer fails to operate in accordance with the Company's directives and limitations regarding service under this tariff.

CHARGES FOR UNAUTHORIZED DELIVERIES

Any customer taking unauthorized deliveries shall be billed an amount reflective of the general service rate, Rate GS, Sheet No. 32, including the expected gas cost component of the gas cost recovery rate or Company's highest cost gas, and one month's pipeline and supplier related demand charges on the volume difference (this charge shall not be imposed more frequently than once in any 30 day period) and/or the cost of operating the Company's propane peak shaving plant, and/or, if so required to effectuate compliance with the interruptible provisions of this schedule, the cost incurred by the Company to valve off the service. In any event, customer shall reimburse the Company for any interstate pipeline penalty charges resulting from such unauthorized deliveries.

BALANCING

For purposes of this tariff a "pool" shall be defined as one or more customers taking service under Rate SSIT that are joined together for supply management purposes. A "pool operator" has a contractual responsibility to manage the aggregated gas supply requirements of all Rate SSIT customers that comprise its pool. All supply management responsibilities of individual customers are transferred to the pool operator once a customer becomes a part of a pool, as the aggregated balancing requirements of all pool members are treated under this tariff as though they were a single customer with its own supply management responsibilities. Because of the large hourly and daily usage likely to flow under this tariff, pool operator is required to contract with the pipelines designated by the Company for hourly and daily deliveries that correspond with their actual burn of gas delivered under this tariff.

LATE PAYMENT CHARGE

Payment of the total amount due must be received in the Company's office by the due date shown on the bill. When not so paid, an additional amount equal to five percent (5%) of the unpaid balance is due and payable.

TERMS AND CONDITIONS

The customer shall enter into a written agreement with the Company. Such agreement shall set forth specific arrangements as to the transportation services provided as well as the level of firm gas required by customer and any other circumstances relating to the individual customer.

Issued pursuant to an Order dated May 28, 2008	in Ca	ase No.	07-589-GA-AIR_	before
the Public Utilities Commission of Ohio.				

Issued: May 29, 2008

PUCO Case No. 2012-0331 Attachment B Page 6 of 7

Duke Energy Ohio 139 East Fourth Street Cincinnati, Ohio 45202 P.U.C.O. Gas No. 18 Sheet No. 54.23 Cancels and Supersedes Sheet No. 54.42 Page 6 of 41

The Company's best efforts is defined as the right, at any time, to curtail or interrupt the delivery or transportation of gas under this tariff when, in the judgment of the Company, such curtailment or interruption is necessary to enable the Company to maintain deliveries to higher priority customers or to respond to any emergency.

Issued pursuant to an Order dated May 28, 2008 in Case No. 07-589-GA-AIR before the Public Utilities Commission of Ohio.

Issued: May 29, 2008

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Duke Energy Ohio 139 East Fourth Street Cincinnati, Ohio 45202 P.U.C.O. Gas No. 18 Sheet No. 54.23 Cancels and Supersedes Sheet No. 54.42 Page 7 of 41

Cincinnati, Ohio 45202	Page 7 of 4 <u>1</u>
of the natural gas transported, any necessary re	to produce, in a timely manner, proof of the purchase egulatory approvals, and any and all transportation pipelines, or others involved in transporting the pool
of pool operator's over or under deliveries into the	penalties charged by pipelines, or suppliers, because pipeline, or pool customers' failure to take deliveries ch the amount of gas transported by the pool operator
available means of communication, its best avail customers and for the combined pool on an hourly shall include information on hourly/daily gas flow equipment, telemetry, or any other means the Col	its designated pool operator by electronic or other able operating data on gas deliveries to individual and daily basis. Hourly/daily operational information ws provided by Automatic Meter Reading (AMR), mpany has available to provide the customer, or its purly/daily gas deliveries for individual customer's and
Company will install remote metering equipment on for payment of the cost of such telemetric equipment. Company's option, through a monthly facilities charg such equipment. Customer will also be responsible service at customer's metering site, or such other equipment.	ariff and monitor customer's hourly/daily usage, the customer's meter site. Customer will be responsible nent, either through a lump sum payment, or at the e designed to reimburse the Company for the costs of for providing the Company with access to a telephone uipment or utilities which may be necessary, and shall h telephone service or other necessary equipment or
term, such contract shall continue unless cancelled b SERVICE REGULATIONS	
	d all conditions applying thereto are subject to the o, and to Company's Service Regulations currently in Ohio, as provided by law.

Issued pursuant to an Order dated May 28, 2008 in Case No. 07-589-GA-AIR before the Public Utilities Commission of Ohio.

Issued: May 29, 2008

PUCO Case No. 2012-0331 Attachment C Page 1 of 1

P.U.C.O. Gas No. 18 Sheet No. 54.3 Cancels and Supersedes Sheet No. 54.2 Page 1 of 1

Duke Energy Ohio 139 East Fourth Street Cincinnati, Ohio 45202

RATE SSIT

SPARK SPREAD INTERRUPTIBLE TRANSPORTATION RATE

THIS TARIFF IS HEREBY CANCELLED AND WITHDRAWN

Issued pursuant to an Order dated of Ohio.	in Case No	before the Public Utilities Commission		
Issued:		Effective:		

Issued by Julie Janson, President

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

1/20/2012 4:11:57 PM

in

Case No(s). 12-0331-GA-ATA

Summary: Exhibit Attachments A,B and C inadvertently omitted from Duke Energy Ohio's Application filed on January 19, 2012. electronically filed by Miss Kristen Cocanougher on behalf of Duke Energy Ohio and Mr. Rocco D'Ascenzo and Mrs. Elizabeth Watts