



155 East Broad Street
21st Floor
Columbus, Ohio, 43215

o: 614-222-1330
f: 614-222-1337

April 2, 2014

Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 11th Floor
Columbus, OH 43215

Subject: Opt-out Notice for The Village of North Bend, PUCO Case No. 13-0716-EL-GAG

Please find attached the Opt-Out Aggregation Notice to be sent to all eligible residential and commercial customers in The Village of North Bend, on or after April 12, 2014, with the Opt-Out period ending twenty-one (21) days thereafter.

Duke Energy Retail Sales, LLC, is providing aggregation services to The Village of North Bend and is filing this information on the village's behalf.

Should there be any questions and/or if you need additional information, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeanne W. Kingery", written over a horizontal line.

Jeanne W. Kingery
Associate General Counsel



<<Insert Customer Name>>

<<Insert customer address>>

Dear North Bend Residents and Businesses,

Welcome to North Bend's Electric Aggregation Program. In 2012, North Bend voters authorized the Village Leaders to form a governmental aggregation program to negotiate a more favorable price and terms for electricity supply for Village residences and businesses. North Bend leaders were pleased with the success of the original electric aggregation program with Duke Energy Retail, a competitive retail electric service provider and affiliate of Duke Energy Ohio, that they have agreed to offer a new electric aggregation program through Duke Energy Retail.

Fixed Price Electricity Plan

- Fixed Electricity Price of 5.83¢/kWh through your May 2017 meter reading.
- Provides security against electricity price fluctuations.
- One energy bill from Duke Energy, your local utility.
- Electricity price will never change for the term of this offer.
- Duke Energy will continue to maintain the electric lines and respond to emergencies.

You do not need to do anything to participate. You will be automatically enrolled in the North Bend Electric Aggregation Program. Both the Village of North Bend and Duke Energy Retail are certified by the Public Utilities Commission of Ohio to provide this service. Participation in this program is voluntary. You may cancel the electric aggregation agreement at any time without paying a penalty.

To opt out of the program, either:

- Fill out the reply card below and return by May 5, 2014, or
- Call us toll-free at 1-877-408-2588.

If you have any questions, contact Duke Energy Retail at DukeEnergyRetail@duke-energy.com or call 1-877-408-2588.

Regards,

A handwritten signature in black ink, appearing to read "Doug Sammons".

Doug Sammons
Mayor, Village of North Bend

A handwritten signature in black ink, appearing to read "Matthew Walz".

Matthew Walz
Vice President, Duke Energy Retail

Community: North Bend

◊ Opt out of the North Bend Government Aggregation Program. By checking this box, I understand that my account will not be included in the aggregation program.

This opt out must be post marked by May 5, 2014.

If opting out mail too: Duke Energy Retail, 11 East Superior St, Suite 430 - Duluth, MN - 55802

Please fill out the required information in **bold**:

Customer Name _____ **Account Number** _____ - _____ - _____ - _____
(11-digit Number found on Page 1 of your existing bill)

Service Address _____

Signature _____ **Date** _____

Your Electric Service Terms and Conditions (the “Terms and Conditions”)

When do I become a Duke Energy Retail Customer?

Once we receive your enrollment, we will send a notice to your electric utility. They will send you a letter to confirm that you want to be switched to Duke Energy Retail. After this confirmation, you will officially become our customer the next time your meter is read (with the exception if your meter is read within 12 days of your enrollment with us, in that case you become our customer the following month's meter read and this process could take up to two months.)

What is my price and how long does it last?

Your fixed price is 5.83¢/kWh through your May 2017 meter read date. You will still receive additional service and delivery charges from your electric utility. The actual fixed price has a price cap, meaning it won't ever be higher than what's stated, but we may choose to lower the price on your behalf. Additional charges may be incurred in the event the regional transmission organization (the group that is responsible for moving electricity over large interstate areas) or similar entity, utility, governmental entity or agency, reliability organization, or court imposes new or additional charges or changes to existing charges. We may pass this cost (which may be variable) on to you.

What happens with my electric utility?

Nothing will change with your utility. They will continue to read your meter, send your monthly bill, and respond to any outages. Our charges for the electricity will be included on your utility bill. If you are interested in budget billing, that service would have to be arranged through the utility, as we do not offer it directly. When you enroll with us, you are allowing your utility to give us any account information needed to provide you with service.

Are there any fees to enroll?

No, there's no fee from us. Ohio law allows your electric utility to charge a switching fee.

What if I want to cancel?

You can cancel the switch to Duke Energy Retail at no charge, as long as you cancel by phone or mail within seven calendar days of the postmark on the utility's confirmation notice. Simply follow the cancellation instructions on the utility's letter.

If you want to cancel after that time, here is what will happen.

Residential and Non-Residential customers:

- If you want to cancel or switch to another supplier, no early termination fee will be charged.
- If you want to cancel during a renewal term, no termination fee will be charged.
- If you move outside the area served by us or to an area where we charge a different price, you will not be charged a termination fee.
- If you return to the utility, you may be served at different rates and terms and conditions based on the utility's tariffs.

What happens at the end of this agreement?

- If the Township and an electric supplier agree on a new aggregation program, you will be sent another opt-out notification and you'll have the chance at that time to decide if you want to be a part of the new aggregation.
- If the Township has not entered into a new aggregation agreement with a supplier at the conclusion of this aggregation term as stated above, you will be sent back to Duke Energy, “the utility” who will supply your electric.

What happens if I don't pay my bill?

- We have the right to cancel this agreement after a 14-day written notice, if you don't pay your bill or if you don't meet any payment arrangements that you and we agree to.
- If you don't pay our charges, you may be returned to your utility's regulated rate. If you don't pay your utility company's charges, you may be disconnected under the terms of the utility's tariffs.

Questions?

- To reach Duke Energy Retail: DukeEnergyRetail@duke-energy.com or 1-877-331-3045 (8 a.m. to 5 p.m., Eastern Time). Our mailing address is: Duke Energy Retail, 139 East Fourth Street, EX 320, Cincinnati, Ohio 45202.
- If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 711 (Ohio relay service).
- The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

Environmental Disclosure: The environmental disclosure information can be found on our website at: <http://dukeenergyretail.com>

You also authorize us to contact the utility on your behalf to evaluate utility programs that may benefit you and to resolve utility matters on your behalf. This authorization does not permit Duke Energy Retail to contractually obligate you to any utility program.

We will not disclose your social security number and/or account number(s) to any third party without your prior written authorization except for our collections and credit reporting, participating in programs funded by the universal service fund, or assigning this contract to another CRES provider.

Eligibility

- In the event you sign up under the incorrect rate classification, we have the option to either, 1) terminate your contract or 2) correct the rate classification and charge you as a customer under the correct rate classification.

General

- This is the entire agreement. No amendment or modification can be enforced unless it is put in writing and agreed to by both parties (you and Duke Energy Retail).
- Government Actions –If there is any change in governing law or regulation that physically prevents or legally prohibits us from performing under this contract, then we may terminate this agreement with 45 days notice. After that, you can return to the utility to provide your electricity needs, or enroll for service from another supplier, if available.
- Warranties and Damages – There are no warranties associated with this offer or the electricity service sold. And we are not liable to you or any third party for consequential, punitive, incidental, special or other indirect damages
- You may ask us for up to two years of your payment history. We will give you this information, for free, no more than two times in any 12 months.

Duke Energy Retail is an affiliate (a related company) of Duke Energy, an electric utility.