



155 East Broad Street
21st Floor
Columbus, Ohio, 43215
o: 614-222-1330
f: 614-222-1337

October 16, 2014

Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street, 11th Floor
Columbus, OH 43215-3716

Re: PUCO Case No. 13-715-EL-GAG, Opt-Out Notices of The City of Deer Park

Dear Docketing,

Please find attached, the Opt-Out Aggregation Notice to be sent to all eligible residential and commercial customers in the City of Deer Park on or after October 26, 2014 with the Opt-Out period ending twenty-one (21) days thereafter.

Duke Energy Retail Sales, LLC. is providing aggregation services to The City of Deer Park and is filing this notice on the city's behalf.

Should you have any questions, please contact me.

Respectfully submitted,

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

Jeanne W. Kingery



Dear Deer Park Residents and Businesses,

Welcome to Deer Park's Electric Aggregation Program. In 2013, Deer Park partnered with Duke Energy Retail, a competitive retail electric service provider and affiliate of Duke Energy Ohio, to implement a very successful electric aggregation program that offered a favorable price and terms for electricity supply for City residences and businesses. Deer Park Leaders are happy to announce a NEW electric aggregation program to all eligible residents and businesses.

Fixed Price Electricity Plan

- **Fixed Electricity Price** of 6.26¢/kWh through your December 2017 meter reading.
- Provides **security** against electricity price fluctuations.
- **One energy bill** from Duke Energy, your local utility.
- **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 Deer Park Electric Aggregation Program. Both Deer Park and Duke Energy Retail are certified by the Public Utilities Commission of Ohio to provide this service. Participation in this program is voluntary. If you choose to opt out, you may do so at no charge during this initial enrollment period and you will continue to be served by your current supplier. Residential customers, if you opt out after the initial enrollment period you will be charged a termination fee of \$25. Non-Residential customers, if you opt out after the initial enrollment period you will pay damages of 1.5¢/kWh on any expected usages through the rest of the contract

To opt out of the program, either:

- Fill out the reply card below and return by November 16, 2014, or
- Call us toll-free at 877-559-8033.

If you have any questions, contact Duke Energy Retail at DukeEnergyRetail@duke-energy.com or call 877-559-8033.

Regards,

David A Collins
Mayor, City of Deer Park

Matthew Walz
Vice President, Duke Energy Retail

Community: Deer Park

◊ Opt out of the Deer Park Government Aggregation Program. By checking this box, I understand that my account will not be included in the aggregation program and that I will continue to be served by my current supplier.

This opt out must be post marked by November 16, 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 6.26¢/kWh through your December 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 customers:

- If you want to cancel or switch to another supplier, a \$25 early 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.

Nonresidential customers:

- If you move, there is no cancellation fee.
- If you cancel for any other reason, there's no early termination fee, but you will be responsible for the payment of damages calculated at a price of \$0.015 per kWh multiplied by our estimate of your expected usage for the remainder of the term of your contract based upon your historical usage.
- You may cancel during any renewal term on 30 days written notice to Duke Energy Retail with no early termination fee or damages.
- 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 City 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 City 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.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/16/2014 4:02:58 PM

in

Case No(s). 13-0715-EL-GAG

Summary: Opt-Out Notice of The City of Deer Park electronically filed by Carys Cochern on behalf of Duke Energy Retail Sales