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October 30, 2014

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

Re: PUCO Case No. 12-0670-GA-GAG, Opt-Out Notices of the City of Cincinnati

Dear Docketing,

Please find attached, the Opt-Out Aggregation Notice to be sent to all eligible residential and commercial customers in the City of Cincinnati on or after November 10, 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 Cincinnati 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", with a stylized flourish at the end.

Jeanne W. Kingery
Associate General Counsel

<<Date>>

Re: Duke Energy Retail's Cincinnati natural gas aggregation program

Dear Cincinnati Resident/Business,

As a Cincinnati resident/business, you are included in our community's aggregation program, which provides the opportunity to save money on the natural gas you use. Cincinnati voters approved this program in November 2011 and the natural gas aggregation program launched in October 2012.

Duke Energy Retail, an affiliate company of Duke Energy Ohio, Inc., is the supplier of this natural gas aggregation until October 2015. Every two years during the aggregation, participants of the program have the opportunity to leave the program without having to pay a termination fee.


To stay with the aggregation program, you do not need to do anything.

If you would like to leave the aggregation program (that is, opt out), you can do so by calling 877-331-3052 or returning the form below. The opt-out form must be postmarked no later than December 1, 2014. If you opt out, you will be returned to Duke Energy Ohio's standard service offer on your next available meter read date after the opt-out window closes on December 1, 2014. Your natural gas rate will be based on the then-current standard service offer rates offered by Duke Energy Ohio, your utility company, and may be more or less than what you were paying on the aggregation.

If you decide to remain in the aggregation, you will remain a Duke Energy Retail customer and Duke Energy Ohio, the local utility, will continue to maintain the system that delivers natural gas to your home. You will continue to receive a single, easy-to-read bill from Duke Energy Ohio, with your Duke Energy Retail charges included.

If you have any questions, please call Duke Energy Retail toll-free at 877-331-3052 Monday through Friday, 8 a.m. to 5 p.m.

Sincerely,



Harry Black
City Manager

Remember: To continue on the natural gas aggregation, **you should not respond**. Return the opt-out form post marked no later than December 1, 2014 or call 877-331-3052 only if you do not want to participate in the Cincinnati natural gas governmental aggregation program.

OPT-OUT FORM – CINCINNATI RESIDENTIAL NATURAL GAS GOVERNMENTAL AGGREGATION PROGRAM

Option 1: Do nothing.
If you want to continue to participate in this program, you do not need to return this form.

OR

Option 2: Opt out by returning this form.
If you do not want to participate in this program, you must return this form post marked by December 1, 2014 or call 877-331-3052

By returning this signed form, you will be REMOVED from the Cincinnati Natural Gas
Governmental Aggregation Program.

☐

I wish to opt out of the Cincinnati Natural Gas Governmental Aggregation Program. (Check box to opt out.)

Account Number _____

Service address (City, state and zip): _____

Phone number: _____

Account holder's signature: _____ Date: _____

Post marked by December 1, 2014 and mailed to: Cincinnati Natural Gas Governmental Aggregation Program, Duke Energy Retail, 11 East
Superior Street, Suite 430, Duluth, MN 55802-9920

Your Natural Gas Supply Terms and Conditions

What is my price and how long does it last?

You will have a monthly variable natural gas price based on the New York Mercantile Exchange for Natural gas plus \$0.04891 per ccf plus the then current Duke Energy Ohio Rider FBS (currently at \$0.0181 per ccf).. In addition you will see a fixed monthly aggregation fee of \$0.90. You will still receive additional service and delivery charges from your natural gas utility. Although your actual monthly price will vary, the City of Cincinnati may choose to lock that price in to a fixed price for a fixed term. Duke Energy Retail will be your supplier through your October 2015 meter reading.

What happens with my natural gas 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 natural gas 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.

What happens at the end of this agreement?

Your account will be switched back to having service from Duke Energy Ohio unless the City of Cincinnati agrees to an extension the existing agreement with Duke Energy Retail, or chooses another supplier.

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.

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

What happens if I relocate?

This agreement will automatically terminate without any cancellation fees or penalties if: (a) your requested service location is not served by your utility or (b) you relocate to an area outside your utility's service territory or to an area not served by us. You have the right to terminate this agreement if: (x) you relocate outside the utility's service territory or (y) you relocate within the service territory of a utility that does not permit portability of this agreement. If you move, contact us - - this agreement may be transferable to your new location.

What about acts of God, labor disputes, etc.?

- We will make commercially reasonable efforts to provide gas service, we do not guarantee a continuous supply of natural gas.
- Certain causes and events out of our control (including but not limited to acts of God, acts of a governmental authority, accidents, strikes, labor disputes, required maintenance, changes in law) (each a "Force Majeure Event(s)") may result in interruptions in service and we are not responsible for any such interruptions or for damage caused by Force Majeure Events.

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, we may terminate this agreement and 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. Should you be switched back to the Utility for service, you may not be served under the same rates, terms or conditions that apply to other customers served by the Utility.

Questions?

- To reach Duke Energy Retail: DukeEnergyRetail@duke-energy.com or 1- 877-331-3045 (8a.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 natural gas supplier and/or your natural gas 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) for 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 customer 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>.

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 natural gas needs, or enroll for service from another supplier, if available.
- Warranties and Damages – There are no warranties associated with this offer or the natural gas 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.
- 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 us 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, assigning this contract to another CRES provider, or where we are required to release this information by court order or by PUCO order or rule.
- We will be responsible only for the direct, actual damages you incur. We will not be responsible for any consequential, special, incidental or punitive damages. We also will not be responsible for any loss or damage resulting from shortages of gas supply or errors in the amount or quality of the gas delivered. Furthermore, you agree to indemnify us against any loss or damage resulting from your failure to comply with this Agreement or your use/misuse of the gas once it is delivered to you.
- You are responsible for, and will indemnify us against, any and all loss or damage resulting from: (a) your failure to fully comply with this Agreement or (b) your use or misuse of natural gas after it is delivered to you.

Duke Energy Retail is an affiliate (a related company) of Duke Energy Ohio, your local natural gas utility.

This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 12-0670-GA-GAG

Summary: Opt-Out Notice for the City of Cincinnati electronically filed by Carys Cochern on behalf of Duke Energy