

Apr. 11, 2013

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

Subject: Opt-out Notices for Miami Township, PUCO Case No. 13-0566-EL-GAG

On April 9, 2013, Duke Energy Retail Sales, LLC, filed an Opt-Out Aggregation Notice on behalf of Miami Township. Such notice relates to Miami Township's electric aggregation program and therefore should have been filed in the above-referenced docket. However, due to a clerical error, the filing was made in the incorrect case. Duke Energy Retail Sales, LLC, respectfully requests the Commission to accept the Opt-Out Aggregation Notice in the correct case, No. 13-0566-EL-GAG, effective on April 9, 2013.

For clarity of the record, please find attached another copy of the Opt-Out Aggregation Notice to be sent to all eligible residential and commercial customers in Miami Township on April 23, 2013. The Opt-Out period will run from April 23 to May 14, 2013.

Duke Energy Retail Sales, LLC, is providing aggregation services to Miami Township and is filing this information on the township's behalf.

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

Sincerely,



Jeanne W. Kingery  
Associate General Counsel



# Draft



Dear Miami Township Residents and Businesses,

Welcome to Miami Township's Electric Aggregation Program. In 2012, Miami Township voters authorized the Township Trustees to form a governmental aggregation program to negotiate a more favorable price and terms for electricity supply for Township residences and businesses. Miami Township Trustees recently entered into an agreement with Duke Energy Retail, a competitive retail electric service provider and affiliate of Duke Energy Ohio, as the new supplier for this program.

### Fixed Price Electricity Plan

- **Fixed Electricity Price** of 5.20¢/kWh through your May 2014 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 Miami Township Electric Aggregation Program. Both Miami Township 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 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 \$50. 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 it to us by XXXX, 2013, or
- Call us toll-free at 1-877-559-8035

If you have any questions, contact Duke Energy Retail at [DukeEnergyRetail@duke-energy.com](mailto:DukeEnergyRetail@duke-energy.com) or call 1-877-559-8035.

Regards,

Insert Trustees' signatures

Matt Walz  
Vice President, Duke Energy Retail



Community: Miami Township

◊ Opt out of the Miami Township Government Electric 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 <TBD>

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** \_\_\_\_\_

# TERMS AND CONDITIONS OF ELECTRIC GENERATION SERVICE

“We”, “us” or “our” refers to Duke Energy Retail Sales, LLC. “You” or “your” refers to the customer. “Utility” refers to Duke Energy Ohio, Inc. These terms and conditions govern your purchase of electric generation service from Duke Energy Retail Sales, LLC. Please keep a copy for your records.

1. **Service:** Starting with the next available meter reading after the Utility confirms your enrollment with us (“Service Start Date”), we will provide you retail electric generation service in accordance with these Terms and Conditions of Electric Generation Service through your May 2014 meter reading date.

2. **Pricing:** You agree to pay the full amount charged by us, which shall be calculated on the basis of a rate that is not more than 5.20 cents per kWh, from the Service Start Date through your May 2014 meter reading date (“Initial Term”), the actual fixed price, subject to the maximum price limitations described above, to be determined by us, in our sole discretion. This fixed price for energy is firm and will not change for the duration of your Initial Term, regardless of changes in Utility or regulatory practice or policy. To the extent not provided by the Utility, we will also provide capacity at no extra charge to you. You will continue to incur service and delivery charges from the Utility. The Utility may charge you a switching fee. If you have any questions regarding your distribution service or fees, please contact the Utility.

3. **Right to Rescind:** You have the right to rescind your enrollment and this Agreement with no penalty within seven (7) calendar days of the postmark on the confirmation notice that will be sent to you by the Utility. If you wish to rescind, you must follow the instructions contained in the notice sent by the Utility. Customers who are renewing their agreement, or moving to a new price agreement, may rescind by calling us at 877-331-3045 within 10 days of approving this Agreement.

4. **Termination; Price Adjustment:** Your selected price plan will not change during the Initial Term. For residential customers, if you terminate this Agreement or switch to another supplier during the Initial Term of this Agreement, you will pay us a \$50.00 termination fee in addition to any other charges you incur. However, you may terminate this Agreement without incurring a termination fee if you move outside the area served by us or to an area where we charge a different price. For non-residential customers, during the Initial Term, you may terminate without penalty or damages only if you move from your current location (whether we serve your new location or not). If you terminate the contract during the Term for any other reason, we will not change you a penalty but you will be responsible for the payment of damages at a price of \$0.015 per kWh, charges for all the expected usage remaining under the Term of the Agreement. For accounts returning to the Utility, you may not be served under the same rates, terms and conditions that apply to other customers served by the Utility. Determination of residential or non-residential classification will be based on rate billed or some other indicator provided by the Utility.

5. **Invoicing and Payment:** You will continue to receive a single bill from the Utility that will contain its charges and our charges. If you wish to obtain budget billing service, you must contact the Utility to make your request. We do not offer budget billing for the generation portion of your bill. Bills will be due according to the Utility’s billing schedule. Failure to pay our charges may result in you being returned to the Utility’s standard service. Failure to pay the Utility’s charges may result in you being disconnected in accordance with the Utility’s tariff. Should you be switched back to the Utility for service, you may not be served under the same rates, terms and conditions that apply to other customers served by the Utility. We reserve the right to cancel this Agreement upon 14 days written notice for non-payment. Twice within a twelve month period, you may request at no charge up to 24 months of payment history for bills rendered under this Agreement.

6. **Environmental Disclosure:** The environmental disclosure information is shown at our website. The specific web address is: retail.duke-energy.com. You agree that we may make required quarterly updates electronically at our website. We will also provide the information to you at no charge upon request.

7. **Access to Your Utility Information:** By signing the cover letter, you authorize the Utility to release to us any account information including account number, Utility meter readings, billing history, and bill images, and to access your Utility account information through the Utility’s customer web portal (if available) for purposes of providing service to you and administering our obligations hereunder. 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. Unless allowed or required by law, we will not disclose your social security number and/or account number(s) to any third party without your prior written authorization.

8. **Questions and Disputes:** If you would like to speak with us concerning your bill or dispute any charges, please call 1-877-331-3045. Our hours of operation are weekdays, 8:00a.m. to 5:00 p.m., Eastern Time. You can also write to us at 139 East Fourth Street, EX320, Cincinnati, OH 45202 or e-mail us at DERS@Duke-Energy.com. We will endeavor to resolve the matter within five business days. If

your complaint is not resolved after you have called us and/or the Utility, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov. Residential customers may also contact the Ohio Consumers’ Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

9. **Disclaimer of Warranty and Damages:** You understand and agree that there are no warranties, either express or implied, associated with this offer or the electricity service sold hereunder. We will bear no liability to you or any third party for consequential, punitive, incidental, special or other indirect damages.

10. **Governmental Actions:** If any federal or state governmental authorities take action that significantly changes the way we do business with you, you or we may terminate this Agreement upon forty-five (45) days notice, after which you can return to the Utility for your electricity needs, or enroll for service from another supplier, if available.

11. **Assignment:** This Agreement shall be not be assignable by you without our consent, and any assignment in violation of this provision is null and void *ab initio*.

12. **General.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter contemplated by this Agreement. No amendment or modification to this Agreement shall be enforceable unless set forth in writing and executed by both Parties. Any provision declared or rendered unlawful, invalid or unenforceable by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect the remaining lawful obligations that arise under this Agreement. The headings used herein are for convenience and reference purposes only.

13. **Confidentiality. For non-residential customers:** neither Party shall disclose the terms or conditions of this Agreement to a third party (other than to the Party’s employees, Affiliates, lenders, counsel, accountants, advisors or, in our case, third-parties all of whom have a need to know such information and have agreed to keep such terms confidential, and in our, with the Utility for purposes of Consolidated or Custom Billing) except in order to comply with any applicable law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding applicable to such Party or any of its Affiliates; provided, however, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. The obligations of the Parties under this Section 13 shall survive the expiration and/or termination of this Agreement.

Duke Energy Retail Sales, LLC  
139 East Fourth Street, EA320  
Cincinnati, OH 45202  
1-877-331-3045 Mon-Fri 8:00 a.m. – 5:00 p.m. EST  
<http://dukeenergyretail.com>

Please keep a copy of this Agreement for your records.

**Duke Energy Retail Sales, LLC is a Certified Retail Electric Supplier and an affiliate of Duke Energy Ohio, Inc.**