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May 16, 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 The City of Deer Park, PUCO Case No. 13-715-EL-GAG

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 around May 28, 2013 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 information on the city's behalf.

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

Sincerely,

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

Jeanne W. Kingery  
Associate General Counsel



Dear Deer Park Residents and Businesses,

Welcome to Deer Park's Electric Aggregation Program. In 2012, Deer Park voters authorized the City Leaders to form a governmental aggregation program to negotiate a more favorable price and terms for electricity supply for City residences and businesses. Deer Park Leaders 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.

#### Guaranteed Discount Electricity Plan

- **Guaranteed 8%** off Duke Energy's generation charges\* through your December 2014 meter read.
- **One energy bill** from Duke Energy, your local utility.
- **Duke Energy will continue to maintain the electric lines and respond to emergencies.**
- **Your electric service will continue without interruption**
- **Put simply, nothing will change....except your monthly electric bill will be lower!**

**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 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 June 18, 2013, or
- Call us toll-free at 877-559-8033.

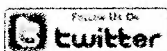
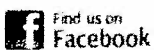
If you have any questions, contact Duke Energy Retail at [DukeEnergyRetail@duke-energy.com](mailto:DukeEnergyRetail@duke-energy.com) or call 877-559-8033.

Regards,

David A Collins  
Mayor, City of Deer Park

Matthew Walz  
Vice President, Duke Energy Retail

\* Discount applies to Duke Energy Ohio's monthly by-passable generation charges only.



**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 June 18, 2013**

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**

## **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 price is a guaranteed 8% (percent) discount off your monthly by-passable generation charges from your local utility. (You will still receive additional service and delivery charges from your electric utility.) You'll receive this discount through your December 2014 meter reading. 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 \$25.00 early termination fee will be charged.
- If you want to cancel during a renewal term, a \$25.00 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 at a price of \$0.015 per kWh. Damages are based upon our estimate of the expected usage for the term of your contract based upon the historical usage.
- If you want to cancel during a renewal term, a \$25.00 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?**

- We may choose to give you a renewal offer, but there are no guarantees the price will stay the same.
- Whenever you switch back to the utility, you may or may not be served under the same rates, terms, and conditions that apply to other customers of the utility.

**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](mailto: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>.

**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.
- The environmental disclosure information can be found on our website at: [www.DukeEnergyRetail.com](http://www.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.

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