

May 20, 2010

Ms. Renee Jenkins
Docketing Division
Public Utilities Commission of Ohio
180 East Broad St
Columbus OH 43215

Subject: Revised Opt-out Notices for the Township of Colerain; Case No, 05-1501-EL-GAG

Dear Ms. Jenkins:

Please find enclosed an original and ten copies of a revised Opt-out Aggregation Notice to be sent to all eligible residential and commercial customers in the Township of Colerain. We anticipate mailing the notices on May 24, 2010.

Duke Energy Retail Services is providing aggregation services to Colerain 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,

Elizabeth H. Watts

RECEIVED-DOCKETING DIV
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<<CUSTOMER NAME>>
<<SERVICE ADDRESS OR MAILING ADDRESS>>
<<CITY>> <<STATE>> <<ZIP CODE>>

Dear Colerain Township Residents and Businesses,

Welcome to Colerain Township's Electric Aggregation Program, where you are guaranteed savings on your electricity costs. In 2005, Colerain Township voters authorized Township Trustees to form a governmental aggregation program to negotiate a more favorable price and terms for electricity supply for Township residences and businesses. The governmental aggregation program is set up such that you will be enrolled unless you opt-out as described below. The Township has selected Duke Energy Retail, an affiliate of Duke Energy Ohio, to provide you two options to lower your cost of electric generation and transmission (the "Total Generation Charges" found on page 2 of your Duke Energy Ohio bill):

- **Guaranteed Discount Plan (Savings Certainty)** – Lock into a guaranteed 18% discount off your Duke Energy Ohio Total Generation Charges – that's the largest component of your electric bill – each month through December 2011. This plan ensures that the price you pay is always 18% less than Duke Energy Ohio's "Total Generation Charges." Your guaranteed savings will appear on your bill each and every month.
- **Fixed Price Plan (Price Stability)** – Lock into a fixed price of \$.0619 per kWh for your Total Generation Charges – that's the largest component of your electric bill – each month, through December 2011. This plan eliminates fluctuations in the price for the electricity that you use. The fixed price will be a part of your bill calculation as opposed to a savings line item on your monthly bill. Duke Energy Retail's fixed price will always be at or lower than Duke Energy Ohio's "Total Generation Charges."

With either plan:

- You will continue to receive a single electric bill from Duke Energy Ohio.
- Duke Energy Ohio will continue to maintain the electric lines and respond to emergencies.
- Your electricity 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 Colerain Township Electric Aggregation Program in the **Guaranteed Discount Plan**. Alternatively, if you want to select the **Fixed Price Plan**, you may do so before June 14. Both Colerain Township and Duke Energy Retail are certified by the Public Utilities Commission of Ohio to provide this service. We anticipate that service from Duke Energy Retail under this aggregation program will begin in June, 2010 and will go through December 2011. Participation in this program is voluntary. If you choose to opt-out prior to the commencement of the program, you will continue to be served by your current supplier.

To elect the Fixed Price Program:

1. Fill out the Fixed Price reply card below and return it in the enclosed postage paid return envelope by June 14th, or
2. Call us toll-free at 1-877-331-3052.

To opt-out of the Aggregation Program:

1. Fill out the opt-out reply card below and return it in the enclosed postage paid return envelope by June 14th, or
2. Call us toll-free at 1-877-331-3052.

If you have any questions regarding the Colerain Township Electric Aggregation Program, go online to www.retail.duke-energy.com, contact Duke Energy Retail at saveders@duke-energy.com or call 1-877-331-3052. Duke Energy Retail appreciates the opportunity to provide this discount electric supply offer to you, and looks forward to being your electricity supplier.

Paul Smith

Paul Smith,
V.P. Duke Energy Retail

FIXED PRICE PLAN REPLY CARD

Community: Colerain Township

2010-6.19/18-52310

- ☐ Instead of the Guaranteed Discount Program, I would like to select the Fixed Price Plan (Price Stability) of \$.0619 per kWh – fixed rate each month through December 2011.

Customer Name

Address

City, State, Zip

Meter Number

Signature

Account Number

Contact Name

Contact Phone Number

email address

Date

OPT-OUT REPLY CARD

Community: Colerain Township

2010-6.19/18-52310

- ☐ Opt-out of the Colerain Township 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.

Customer Name

Address

City, State, Zip

Meter Number

Signature

Account Number

Contact Name

Contact Phone Number

email address

Date

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2010-6/19/18-52310

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. Services: 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 December 2011.

2. Pricing: You agree to pay the price described on the cover letter from the Service Start Date through December 2011. You will continue to incur service and delivery charges from the Utility. The Utility will not charge you a switching fee. If you have any questions regarding your distribution service or fees, please contact the Utility directly at 1-800-544-6900.

3. Right of Rescission: You have the right to cancel 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 cancel, you must contact the Utility by telephone, or mail, within that time period.

4. Termination; Price Adjustment: This Agreement will terminate as set forth in item 2, above. For non-residential accounts returning to the Utility you may be charged a price other than the Utility's standard service offer.

5. Invoicing and Payments: 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. 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 offer and forfeiture of your right to choose another electric generation service provider until your arrearages are paid off. Failure to pay the Utility's charges may result in you being disconnected in accordance with the Utility's tariff. For non-residential accounts, 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 fourteen (14) days written notice for non-payment. Three 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: 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 Customer 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 Duke Energy Retail Sales 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, 8:00 a.m. to 5:00 p.m., Eastern Time. You can also write to us at 139 East Fourth Street, EA600, 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.pickcc.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. Peace of Mind Guarantee: Duke Energy Retail's "Peace of Mind Guarantee" provides that: 1. If the Duke Energy Ohio published residential "price to compare" ever goes lower than 6.19 cents per kWh, the Duke Energy Retail fixed price will be lowered to match the Duke Energy Ohio published "price to compare". 2. If Duke Energy Retail makes a guaranteed discount offer to any community in the Preferred Electric Supplier Endorsement Program that is higher than 18%, the higher discount will be implemented for you.

12. Assignments: We may assign this agreement to an affiliate or third party, in whole or in part. We will provide you forty-five (45) days written notice of any assignment.

13. 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.

Duke Energy Retail Sales, LLC
139 East Fourth Street, EA600
Cincinnati, OH 45202
1-877-331-3045, Mon-Fri 8:00 a.m. - 5:00 p.m. EST

Please keep a copy of this Agreement for your records.