



Regulatory Operations

February 23, 2012

Docketing Division
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3793

Re: The Dayton Power & Light Company Case Nos. 11-4504-EL-ATA and 89-6004-EL-TRF

Docketing Division:

Pursuant to the Commission's Finding and Order dated February 14, 2012 in Case No. 11-4504-EL-ATA, The Dayton Power and Light Company herewith electronically submits its final tariff sheets for Electric Service (P.U.C.O. No. 17) D2, D4, D5, D26, G2, and G8. The tariff sheets are intended to cancel and supersede all preceding sheets, and bear an effective date of February 24, 2012.

As described in the Commission's Order, the enclosed tariffs are required to be filed in the following manner: one copy docketed in Case No. 11-4504-EL-ATA and one copy docketed in Case No. 89-6004-EL-TRF.

Please contact me at (937) 259-7184 if you have any questions. Thank you very much for your assistance.

Sincerely,

A handwritten signature in black ink that reads "Tyler Teuscher".

Tyler Teuscher
Regulatory Operations

P.U.C.O. No. 17
ELECTRIC DISTRIBUTION SERVICE
TARIFF INDEX

Sheet No.	Version	Description	Number of Pages	Tariff Sheet Effective Date
D1	First Revised	Table of Contents	1	June 30, 2009
D2	Thirty-Ninth Revised	Tariff Index	2	February 24, 2012

RULES AND REGULATIONS

D3	Original	Application and Contract for Service	3	January 1, 2001
D4	Second Revised	Credit Requirements of Customer	1	February 24, 2012
D5	Sixth Revised	Billing and Payment for Electric Service	8	February 24, 2012
D6	First Revised	Disconnection/Reconnection of Service	5	July 8, 2005
D7	Original	Meters and Metering Equipment- Location and Installation	2	January 1, 2001
D8	Original	Service Facilities – Location and Installation	3	January 1, 2001
D9	Original	Equipment on Customer's Premises	3	January 1, 2001
D10	Original	Use and Character of Service	5	January 1, 2001
D11	Original	Emergency Electrical Procedures	12	January 1, 2001
D12	First Revised	Extension of Electric Facilities	4	March 1, 2010
D13	First Revised	Extension of Electric Facilities to House Trailer Parks	2	November 1, 2002
D14	First Revised	Definitions and Amendments	4	August 16, 2004
D15	Original	Additional Charges	1	January 1, 2001
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TARIFFS

D17	Tenth Revised	Residential	2	December 1, 2011
D18	Tenth Revised	Residential Heating	3	December 1, 2011
D19	Ninth Revised	Secondary	4	December 1, 2011
D20	Ninth Revised	Primary	3	December 1, 2011

Filed pursuant to the Finding and Order in Case No. 11-4504-EL-ATA dated February 14, 2012 of the Public Utilities Commission of Ohio.

Issued February 23, 2012

Effective February 24, 2012

Issued by
ANDREW M. VESEY, Acting Chief Executive Officer

P.U.C.O. No. 17
ELECTRIC DISTRIBUTION SERVICE
TARIFF INDEX

Sheet No.	Version	Description	Number of Pages	Tariff Sheet Effective Date
D21	Ninth Revised	Primary-Substation	3	December 1, 2011
D22	Eighth Revised	High Voltage	3	December 1, 2011
D23	Tenth Revised	Private Outdoor Lighting	3	December 1, 2011
D24	Ninth Revised	School	2	December 1, 2011
D25	Ninth Revised	Street Lighting	4	December 1, 2011
D26	Second Revised	Miscellaneous Service Charges	1	February 24, 2012
D35	Second Revised	Interconnection Tariff	8	October 7, 2008

RIDERS

D27	First Revised	Reserved	1	November 1, 2011
D28	Twelfth Revised	Universal Service Fund Rider	1	January 1, 2012
D29	Fifth Revised	Reserved	1	December 1, 2011
D30	Third Revised	Reserved	1	July 14, 2008
D31	Fourth Revised	Reserved	1	April 7, 2011
D32	Second Revised	Reserved	1	January 1, 2011
D33	Third Revised	Excise Tax Surcharge Rider	1	May 1, 2010
D34	First Revised	Switching Fees	2	January 1, 2006
D36	First Revised	Reserved	1	July 25, 2008
D37	Second Revised	Reserved	1	January 1, 2012
D38	Third Revised	Energy Efficiency Rider	1	November 1, 2011
D39	Second Revised	Economic Development Cost Recovery Rider	1	November 1, 2011

Filed pursuant to the Finding and Order in Case No. 11-4504-EL-ATA dated February 14, 2012 of the Public Utilities Commission of Ohio.

Issued February 23, 2012

Effective February 24, 2012

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ANDREW M. VESEY, Acting Chief Executive Officer

P.U.C.O. No. 17
ELECTRIC DISTRIBUTION SERVICE
RULES AND REGULATIONS
CREDIT REQUIREMENTS OF CUSTOMER

A. Deposits and Guarantee

The Company shall have the right upon reasonable notice to require the Applicant or Customer to make a reasonable deposit or to provide a reasonable guarantee from a credit worthy person to secure payment of its bills for electric service. The Company's request for a deposit or guarantee shall conform with the laws of the State of Ohio.

The Company will pay interest to the Customer at the rate of three percent (3%) per annum or in accordance with statutory requirements, whichever is greater, on all cash deposits provided by the Customer if the cash remains on deposit for six (6) consecutive months. Interest shall cease to accrue as of the date the Company notifies, or attempts to notify, by mail or otherwise, the Customer that the cash deposit is no longer required.

Deposits plus any accrued interest less any unpaid charges will be returned to the Customer upon termination of the service or when no longer reasonably required as determined by the Company. All unclaimed deposits will be disposed of in accordance with the laws of the State of Ohio.

The Company's policies concerning credit shall conform to Section 4901:1-17-03, Ohio Administrative Code.

Upon request, the Company will provide the Applicant or Customer with 1) their credit history with the Company; and 2) a copy of Section 4901:1-10-14, Ohio Administrative Code, and the TDD/TTY number of the PUCO's public interest center.

B. Service May Be Denied Persons In Debt To The Company

The Company may refuse to serve or continue to serve anyone in accordance to applicable laws of the State of Ohio who is in debt to the Company for failure to timely pay for service in accordance with an applicable contract or Tariff Sheet and who has not made and kept an arrangement satisfactory to the Company for the timely payment of the debt.

The Company may terminate Distribution Service to a Customer for that Customer's failure to pay regulated charges.

Filed pursuant to the Finding and Order in Case No. 11-4504-EL-ATA dated February 14, 2012 of the Public Utilities Commission of Ohio.

Issued February 23, 2012

Effective February 24, 2012

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ANDREW M. VESEY, Acting Chief Executive Officer

P.U.C.O. No. 17
ELECTRIC DISTRIBUTION SERVICE
RULES AND REGULATIONS
BILLING AND PAYMENT FOR ELECTRIC SERVICE

A. Measurement of Electricity

Electric energy supplied to the Customer shall be measured by meters or metering equipment suitable for the purpose, and shall be supplied, installed and maintained by the Company. The meter readings shall be prima facie evidence of the amount of electricity supplied.

Meters or metering equipment shall be considered accurate if they comply with O.A.C. § 4901:1-10-05. Whenever a meter or metering equipment is found to be inaccurate, it or they shall be restored to accuracy or shall be replaced by the Company with an accurate meter or metering equipment without expense to the Customer.

The Company will, upon request of the Customer, test any meter suspected of not registering properly within thirty (30) business days after the date of the request. If the Customer desires, the meter test will be performed in his presence with a tested and sealed meter-prover or at the Company's premises. All tested meters found registering correctly will be resealed and the date of testing will be stamped on the meter. If the meter is tested at the Company's premises or at the customer premises, the Company will not charge the Customer for the first meter test. The Customer will be notified of the potential charge for such a test if a subsequent request for a meter test is received within thirty-six (36) months of the original meter test. If the meter is tested within 36 months of the preceding test and is found to be registering correctly, the Customer shall pay the Electric Meter Testing Charge contained on Miscellaneous Service Charges Tariff Sheet No. D26 of this Schedule. A written explanation of the test results shall be provided to the Customer within ten (10) business days of the completed test.

B. Billing and Meter Reading

1. Meter Reading

DP&L shall obtain actual readings of its in-service customer meters at least once each calendar year. Every billing period, DP&L shall make reasonable efforts to obtain actual reading of its in-service customer meters. The Company may require that meters and metering equipment be read on a weekly, biweekly, or other periodic basis as is necessary or desirable. The Company may, on its own initiative or at the Customer's request, make other arrangements with the Customer to read the Customer's meter or metering equipment.

2. Billing Period

Filed pursuant to the Finding and Order in Case No. 11-4504-EL-ATA dated February 14, 2012 of the Public Utilities Commission of Ohio.

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ELECTRIC DISTRIBUTION SERVICE
RULES AND REGULATIONS
BILLING AND PAYMENT FOR ELECTRIC SERVICE

Under normal conditions, bills for electric service will be rendered monthly. Bills may be rendered at other regular intervals if requested by the customer and agreed to by the Company. In all cases, bills for electric service will be computed on a monthly basis in accordance with the applicable prices for such service with due allowance and adjustments being made for meter readings obtained and adjusted to a monthly basis.

3. Failure To Receive a Bill

Non-receipt of a bill does not relieve the Customer of responsibility for payment and the Company shall not be obligated to extend the due date for such a bill when the Company records show the correct mailing name and address and a reasonable attempt was made to bill the Customer in a timely manner.

4. Budget Billing Plan

The Company will make available to any Customer within a class of Customers, any plan that is available to such class of Customers that provides for uniform monthly payments for electric service over a specific period of time.

5. Summary Billing

Nonresidential customers who are receiving service under DP&L's Standard Offer Service with multiple service locations served under common ownership may elect to have a single bill, which summarizes the charges due for each individual service location, sent to one central location.

6. Third Party Billing

The Company will make billing services available to Alternate Generation Suppliers (AGS). In the event a customer receives service under Competitive Retail Generation Service Tariff Sheet No. G9, and such AGS arranges to have the Company bill for its services, the total amount of the bill is due and payable to the Company. The Company will arrange with the AGS regarding the terms and conditions of such billing agreement.

7. Estimated Bills

In the event the Company's meter or metering equipment fails to properly register the electricity supplied during any month or other period of time, or the Company's employee is unable to actually read the meter at the time of the meter's monthly scheduled reading, the Company will estimate the number of kilowatt-hours or the kilowatt-hours and the maximum demand of the electricity supplied during such period, having due regard for the use which the Customer made of the electricity supplied to him during such period and any

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RULES AND REGULATIONS
BILLING AND PAYMENT FOR ELECTRIC SERVICE

other information and data permitting a reasonable conclusion as to the kilowatt-hours and maximum demand of electricity supplied but not measured or inaccurately measured, and the Customer will be billed or credited by the Company accordingly. The Customer may, if he wishes, object to the estimated bill and present any information or data within his knowledge in support of the objection, but if no objection is made to the Company within fifteen (15) days from the date of rendition of such estimated bill, then it shall become an account stated and be due and payable within the time provided and as stated on such bill. If the Customer's account has been underestimated, the Company shall arrange a reasonable schedule of payments if requested by the Customer. The Company's decision on any objection to an estimated bill shall be final and binding on the Customer, subject to any appropriate review by the Public Utilities Commission of Ohio.

The Company shall continue to furnish service to the Customer and the Customer shall continue to pay the amounts billed pending the determination of proper adjustments. When a meter reading is not obtained at a regular reading date, the Customer's consumption for the period shall be estimated and billed. In the event that any discrepancy is found to exist in the estimated billing for the period, the billing for the next period shall be adjusted to correct the discrepancy.

The duly authorized agents of the Company, upon providing satisfactory proof of identification to the Customer, shall have the right and privilege to enter the Customer's premises at all reasonable times for the purpose of reading meters.

If a period of six (6) consecutive months elapses without the Company obtaining a meter reading, the Company will notify the Customer by mail to make arrangements to obtain a meter reading. If a meter reading is not obtained for twelve (12) consecutive months, the Company will personally contact the Customer to make arrangements to obtain a meter reading. If the customer fails to make arrangements for the Company to either obtain a meter reading or install a remote meter, the Company may discontinue service with notice to the Customer as provided in these Distribution Rules and Regulations. The Customer may pay for any installation of remote metering either upon the installation or the Company will add the charge to the Customer's next monthly bill.

8. Choice of Service Option

Copies of this Schedule including all available Service Options are available at the Company's business offices and are open to public inspection during business hours. Where the Customer meets the requirements of more than one Service Option, the

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ELECTRIC DISTRIBUTION SERVICE
RULES AND REGULATIONS
BILLING AND PAYMENT FOR ELECTRIC SERVICE

Customer shall select the Tariff Sheet upon which his application or contract for service shall be based. The Company, at the request of the Customer, will make a reasonable effort to determine the most favorable rate for any Customer who qualifies for more than one rate schedule. However, the Company does not and cannot guarantee that the Customer will be served under the least expensive Service Option at all times, will not be responsible for notifying the Customer of potentially less expensive Service Options, and shall not be liable to the Customer for any price difference resulting from the Customer not being served under a less expensive Service Option. The Company's policies concerning disclosure of prices shall conform to Section 4901:1-1-03, Ohio Administrative Code.

9. Meter Readings Not To Be Combined

Where electric service is supplied to a Customer and is delivered and metered through two or more separate delivery and metering facilities, the individual meter readings will not be combined for billing purposes, except as may be otherwise provided by the terms of a Tariff Sheet or other agreement.

10. Termination of Service at Customer's Request

Unless there is a provision to the contrary in the service contract or applicable Tariff Sheet, any Customer who wishes to discontinue electric service because he is vacating the premises, or for any other reason, shall notify the Company at least seventy-two (72) hours prior to the date of the requested service termination. The Customer shall be responsible for all service supplied to the premises until such notice has been received and the Company has had a reasonable time to discontinue service. At the time service is discontinued by the Company, the Company shall read the Customer's meter or estimate usage if agreed to by the Customer pursuant to O.A.C. 4901:1-10-05 (I) and, as soon as practicable thereafter, the Company shall prepare and issue a final bill for all electric service supplied to the premises. Disconnection of service by Customers served under the Distribution Schedule shall not be used to avoid the demand charges of these Tariff Sheets if the Customer is not vacating the premises, terminating business or ceasing to receive electric service. In accordance with 4901:1-18-07 (K) Ohio Administrative Code, if a customer who is a property owner, or the agent thereof, requests disconnection of service when residential tenants reside at the premises, the Company shall provide a ten (10) day notice of the intended disconnection of service by mail to residential tenants or by posting such notice in conspicuous places on the premises. The Company shall inform the property owner of the property owner's liability for all electricity consumed during the ten (10) day notice period.

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ELECTRIC DISTRIBUTION SERVICE
RULES AND REGULATIONS
BILLING AND PAYMENT FOR ELECTRIC SERVICE

C. Payment

Payment of the total amount due must be received by the Company or an authorized agent by the due date shown on the bill. If any person supplied with electricity neglects or refuses to pay the total undisputed amount due on or prior to the due date, the Company, after giving written notice, may disconnect the service to the premises supplied. For Nonresidential Customers such written notice shall inform the Customer that his service is subject to interruption five (5) days from the date such notice was mailed unless contact with the Company and reasonable arrangements for payment, satisfactory to the Company, are made. Residential Customers are subject to disconnection as provided in Section D of Disconnection/Reconnection of Service, Tariff Sheet No. D6 of this Schedule.

The Company will charge and collect, in advance, a Reconnection Charge contained on Miscellaneous Service Charges Tariff Sheet No. D26 of this Schedule, after service has been discontinued because of nonpayment of bill when due.

The Company may terminate Distribution Service to a Customer for that Customer's failure to pay regulated charges.

D. Net Metering

The Company will require the Customer-Generator to enter into an Interconnection Agreement with the Company and abide by all terms and conditions described within the Company's Interconnection Service Tariff Sheet D35.

1. Standard Net Metering

Customer-Generators of electricity are eligible to be billed on a "standard net-metering" basis. "Standard net metering" means measuring the difference in an applicable billing period between the electricity supplied by the Company and the electricity generated by a Customer-Generator that is fed back to the Company.

In order to be billed on a net metering basis, a Customer-Generator's facility must meet the following requirements:

- a. use as its fuel either solar, wind, biomass, landfill gas, or hydropower, or use a microturbine (combustion turbine) or a fuel cell;
- b. is located on a Customer-Generator's premises;

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ELECTRIC DISTRIBUTION SERVICE
RULES AND REGULATIONS
BILLING AND PAYMENT FOR ELECTRIC SERVICE

- c. operate in parallel with the electric utility's transmission and distribution facilities;
and
- d. is intended primarily to offset part or all of the Customer-Generator's requirements for electricity.

Standard net metering shall be accomplished using a single meter capable of registering the amount (flow) of electricity which flowed in each direction during a billing period. If the Customer's existing electrical meter is not capable of measuring the flow of electricity in two directions, the Company upon written request from the Customer, shall install at the Customer's expense a meter that is capable of measuring electricity flow in two directions. The Company, at its own expense and with the written consent of the Customer-Generator, may install one or more additional meters to monitor the flow of electricity in each direction.

The measurement of net electricity supplied or generated shall be calculated in the following manner:

The Company shall measure the net electricity produced and/or consumed during the billing period, in accordance with normal metering practices. If the electricity supplied by the Company exceeds the electricity generated by the Customer-Generator and fed back to the Company during the billing period, the Customer-Generator shall be billed for the net electricity supplied by the Company in accordance with normal metering practices. If the Customer-Generator provides more electricity to the Company than the Company provides to the Customer-Generator, only the excess generation component shall be allowed to accumulate as a credit until netted against the Customer-Generator's bill, or until the Customer-Generator requests in writing a refund that amounts to, but is no greater than, an annual true-up of accumulated credits over a 12 month period. Bill charges or credits will be in accordance with the Generation Standard Offer Service Schedule that would apply if the Customer were not a Customer-Generator. DP&L's net metering practices will comply with 4901:1-10-28 of the Ohio Administrative Code.

A standard net metering system used by a Customer-Generator shall meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories, Inc., Rules 4901:1-22 of the Ohio Administrative Code, and any tariffs approved thereunder. The Company shall not require a Customer-Generator whose net metering system meets the above standards and requirements to do any of the following: comply with additional safety or performance standards, perform or pay for additional tests, or purchase additional liability insurance.

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ELECTRIC DISTRIBUTION SERVICE
RULES AND REGULATIONS
BILLING AND PAYMENT FOR ELECTRIC SERVICE

2. Hospital Net Metering

Consistent with Section 4928.67 of the Ohio Revised Code, Customer Generators that meet the definition of Hospital may be eligible for Hospital Net metering. A "Hospital" includes public health centers and general, mental, chronic disease, and other types of Hospitals, and related facilities, such as laboratories, outpatient departments, nurses' home facilities, extended care facilities, self-care units, and central service facilities operated in connection with Hospitals, and also includes education and training facilities for health professions personnel operated as an integral part of a Hospital, but does not include any Hospital furnishing primarily domiciliary care.

A qualifying Hospital Customer Generator is one whose generating facilities are:

- a. Located on a Customer Generator's premises.
- b. Operated in parallel with the Company's transmission and distribution facilities.

Hospital net metering service shall be calculated as follows:

- a. All electricity consumed by the Hospital shall be charged as it would have been if the Hospital were not taking service under this Tariff.
- b. All electricity generated by the Hospital shall be credited at the "market value" as of the time the Hospital generated the electricity. "Market value" for this purpose means the hourly Locational Marginal Price (LMP) of energy in the Dayton Zone determined by the PJM regional transmission organization's operational market at the time the Hospital Customer-Generator electricity is generated.
- c. Each monthly bill shall reflect the net of paragraphs (d) and (e). If the resulting bill indicates a net credit dollar amount, the credit shall be netted against the Hospital Customer Generator's next bill. The Hospital may request in writing a refund that amounts to, but is not greater than any accumulated credits from the previous twelve-month period that have not been credited to the Hospital's monthly bill.

Hospital net metering shall be done using either two meters or a single meter with two registers that are capable of separately measuring the flow of electricity in both directions. One meter or register shall be capable of measuring the electricity generated by the Hospital at the time it is generated. If the Hospital's existing electrical meter is not capable of separately measuring electricity the Hospital generates at the time it is generated, the Company, upon

THE DAYTON POWER AND LIGHT COMPANY
MacGregor Park
1065 Woodman Dr.
Dayton, Ohio 45432

Sixth Revised Sheet No. D5
Cancels
Fifth Revised Sheet No. D5
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ELECTRIC DISTRIBUTION SERVICE
RULES AND REGULATIONS
BILLING AND PAYMENT FOR ELECTRIC SERVICE

written request from the hospital, shall install at the Hospital's expense a meter that is capable of such measurement.

A net metering system used by a Hospital Customer Generator shall meet all applicable safety and performance standards established in Chapter 4901:1-22 of the Ohio Administrative Code, and the National Electrical Code, the Institute of Electrical and Electronics Engineers, Underwriters Laboratories, and any tariffs approved there under.

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THE DAYTON POWER AND LIGHT COMPANY
MacGregor Park
1065 Woodman Dr.
Dayton, Ohio 45432

Second Revised Sheet No. D26
Cancels
First Revised Sheet No. D26
Page 1 of 1

P.U.C.O. No. 17
ELECTRIC DISTRIBUTION SERVICE
MISCELLANEOUS SERVICE CHARGES

CUSTOMER SERVICES	CHARGE
Electric Meter Testing Charge	\$35.00
Remote Meter Installation Charge	\$120.00
Engineering Studies	\$56.00 per hour based on the engineering hours worked.
Investigation Fees	
Ordinary Investigation Fee	\$125.00
Extensive Investigation Fee	\$15.00 per hour based on the number of hours worked and manpower used.
Reconnection Charge	
Reconnection of the Meter	\$20.00
Reconnection at the Service Line	\$48.75
Returned Check Charge	\$15.00
Hard Copy Historical Customer Usage Data: The Company requires Customer authorization for providing historical customer usage data. For historical customer usage data the following charges will apply:	
Up to twenty-four (24) months of monthly kW and/or kWh data	No Charge
Twenty-five to thirty-six (25-36) months of monthly kW and/or kWh data	\$16.50 per account per request
Greater than thirty-six (36) months of monthly kW and/or kWh data	\$32.25 per account per request
One (1) month of Hourly Load Data (where available)	\$25.00 per account per request
Twelve months of Hourly Load Data (where available)	\$150.00 per account per request

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THE DAYTON POWER AND LIGHT COMPANY
MacGregor Park
1065 Woodman Dr.
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Thirty-Eighth Revised Sheet No. G2
Cancels
Thirty-Seventh Revised Sheet No. G2
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ELECTRIC GENERATION SERVICE
TARIFF INDEX

<u>Sheet No.</u>	<u>Version</u>	<u>Description</u>	<u>Number of Pages</u>	<u>Tariff Sheet Effective Date</u>
G1	Sixth Revised	Table of Contents	1	October 22, 2010
G2	Thirty-Eighth Revised	Tariff Index	2	February 24, 2012
<u>RULES AND REGULATIONS</u>				
G3	Original	Application and Contract for Service	3	January 1, 2001
G4	First Revised	Credit Requirements of Customer	1	November 1, 2002
G5	First Revised	Billing and Payment for Electric Service	2	August 16, 2004
G6	Original	Use and Character of Service	1	January 1, 2001
G7	First Revised	Definitions and Amendments	4	August 16, 2004
<u>ALTERNATE GENERATION SUPPLIER</u>				
G8	Eighth Revised	Alternate Generation Supplier Coordination	30	February 24, 2012
G9	Third Revised	Competitive Retail Generation Service	4	October 22, 2010
<u>TARIFFS</u>				
G10	Eleventh Revised	Standard Offer Residential	2	January 1, 2010
G11	Eleventh Revised	Standard Offer Residential Heating	3	January 1, 2010
G12	Twenty-Second Revised	Standard Offer Secondary	4	December 1, 2011
G13	Twenty-Second Revised	Standard Offer Primary	3	December 1, 2011
G14	Eighth Revised	Standard Offer Primary-Substation	3	January 1, 2010
G15	Eighth Revised	Standard Offer High Voltage	3	January 1, 2010
G16	Ninth Revised	Standard Offer Private Outdoor Lighting	3	May 1, 2010
G17	Eighth Revised	Standard Offer School	2	January 1, 2010
G18	Eighth Revised	Standard Offer Street Lighting	4	January 1, 2010
G19	Third Revised	Reserved	1	June 1, 2009
G20	First Revised	Reserved	1	November 1, 2002
G21	Original	Cogeneration	3	January 1, 2001
G23	Original	Adjustable Rate	1	January 1, 2001

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1065 Woodman Dr.
Dayton, Ohio 45432

Thirty-Eighth Revised Sheet No. G2
Cancels
Thirty-Seventh Revised Sheet No. G2
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ELECTRIC GENERATION SERVICE
TARIFF INDEX

<u>Sheet No.</u>	<u>Version</u>	<u>Description</u>	<u>Number of Pages</u>	<u>Tariff Sheet Effective Date</u>
<u>RIDERS</u>				
G22	Ninth Revised	Reserved	1	October 22, 2010
G24	Fourth Revised	Environmental Investment Rider	3	May 1, 2010
G25	Second Revised	Rate Stabilization Charge	2	May 1, 2010
G26	First Revised	Alternative Energy Rider	1	May 1, 2010
G27	Third Revised	PJM RPM Rider	2	May 1, 2011
G28	Ninth Revised	FUEL Rider	1	December 1, 2011

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P.U.C.O. No. 17
ELECTRIC GENERATION SERVICE
ALTERNATE GENERATION SUPPLIER COORDINATION TARIFF

APPLICABLE:

Available to any Alternate Generation Supplier ("AGS") certified by the PUCO to provide electric power to customers connected to the DP&L transmission and/or distribution system and any PJM Demand Response Curtailment Service Provider ("CSP"). This Tariff sets forth the basic requirements for interactions and coordination between the Electric Distribution Company and an AGS necessary for ensuring the delivery of Competitive Energy Supply from an AGS to Customers. A Customer cannot act as their own AGS. This Tariff also sets forth applicable requirements for interactions and coordination between the Electric Distribution Company, the Regional Transmission Organization ("RTO"), and a CSP.

The Tariff provisions apply to any AGS providing Competitive Energy Supply to Customers located in the Company's Certified Territory, including an affiliate or division of the Company that provides Competitive Energy Supply, and with whom the Company has executed an Individual Coordination Agreement as required herein. In addition, the charges herein shall apply to anyone receiving service unlawfully or to any unauthorized receipt of Coordination Services. The Customers of an AGS subject to coordination terms and conditions of this Tariff must take Generation Service under the Competitive Retail Generation Service Schedule G9.

The inclusion of FERC-jurisdictional matters within the scope of this Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the PUCO. Further, to the extent that anything stated herein is in conflict or inconsistent with any provision of the Federal Power Act ("FPA"), or any tariff, rule, regulation, order or determination of the FERC under the FPA, then such provision of the FPA, tariff, rule, regulation, order or determination shall control. To the extent required under any provision of the FPA, or any FERC tariff, rule, regulation, order or determination, the Company shall secure, from time to time, all necessary orders, approvals, and determinations from the FERC necessary to implement this Tariff.

This Tariff operates and is subject to PUCO Orders, rules and regulations.

DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS:

Alternate Generation Supplier or AGS – a person, corporation, broker, marketer, aggregator, generator or any other entity approved by the Commission to sell electricity to End-use Customers, utilizing the jurisdictional transmission and distribution facilities of the Company and registered in the Company's Electric Choice Program.

AGS Coordination Tariff – this Alternate Generation Supplier Coordination Tariff.

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Ancillary Services – those services that are necessary to support the Competitive Energy Supply from resources to loads while maintaining reliable operation of the transmission system in accordance with the PJM OATT.

Bad Credit – an AGS has bad credit if it has failed to make any payments or is insolvent (as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data, liabilities exceeding assets or generally failing to pay debts as they become due). An AGS will also be deemed to have bad credit if it has failed to pay or is five (5) days late in paying any Company invoice when they became due on any occasion within the last twelve billing cycles.

Billing Cycle – the time frame between two (2) regularly scheduled meter readings. End-use Customer meter readings are obtained on a regular schedule, which is managed by the Company.

Business Day – any day on which the Company's corporate offices are open for business.

Certified Territory – the certified territory established for an electric supplier under sections 4933.81 to 4933.90 of the Ohio Revised Code as amended by Sub. S.B. No. 3 of the 123rd General Assembly.

Company – The Dayton Power and Light Company.

Competition Act – the Electricity Deregulation Act (Sub. S. B. No. 3, 123rd General Assembly).

Competitive Energy Supply – unbundled energy provided by an Alternate Generation Supplier, and other products that may be provided by an AGS to fulfill its obligations to serve customer load.

Consolidated Billing – a billing service where both the Regulated Utility Charges as well as the AGS's Charges are contained on a single customer bill.

Control Area – as defined by North American Electric Reliability Council (NERC), an electrical system bounded by interconnection (tie-line) metering and telemetry. It controls generation and/or load directly to maintain its interchange schedule with other control areas and contributes to frequency regulation of the interconnection.

Control Area Operator or CAO – The Dayton Power and Light Company, the Independent System Operator (ISO) or RTO that operates the Control Area to which The Dayton Power and Light Company belongs.

Coordination Activities – all activities related to the provision of Coordination Services.

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Coordination Obligations – all obligations identified in this Tariff, relating to the provision of Coordination Services.

Coordination Services – those services that permit the type of interface and coordination between the AGS and the Company in connection with the delivery of electricity to End-use Customers located within the Company's service territory.

Coordination Services Charges – all Charges stated in the Charges section of this Tariff, that are billed by the Company for Coordination Services performed hereunder.

Curtailment Service Provider or CSP – A company authorized by PJM to act as an agent between the RTO and an End-use customer to provide demand response service.

DASR (Direct Access Service Request) – an electronic form of communication that shall be exchanged between the Company and an AGS.

DP&L Internet Site – a Company Internet site.

EDC Tariff – the Company's currently PUCO approved Distribution Schedule.

Electric Distribution Utility or EDU - an electric utility that supplies at least retail electric distribution service.

ECAR – East Central Area Reliability or its successor organization.

Electronic Exchange – approved methods of data exchange by the PUCO.

End-use Customer – the final user of generation and regulated delivery services.

Energy Imbalance – the difference between the final hourly AGS Supply Schedule for energy and the actual hourly energy consumed by Customers utilizing hourly metering data and estimated hourly energy consumed by other Customers using load profiles.

FERC – the Federal Energy Regulatory Commission or its successor.

Individual Coordination Agreement – The Agreement entered into between the AGS and the Company.

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Interval Meter – an electricity meter which records an End-use Customer’s electric usage for defined intervals (e.g., fifteen (15) minutes, half-hour, hour, etc.), allowing the possibility for consumption during different time periods to be billed at different rates and providing a means for an End-use Customer’s load pattern to be analyzed.

Interval Metering Data – data from electrical metering equipment that supplies hourly or sub-hourly readings of customer consumption.

Large Commercial Customer – a commercial customer with annual usage equal to or greater than seven hundred thousand (700,000) kWh.

Load Serving Entity or “LSE” – an entity that has been granted the authority or has an obligation pursuant to State or local law, regulation or franchise to sell electric energy to end users located in the PJM Control Area.

Locational Marginal Price or “LMP” – The hourly integrated marginal price to serve load at individual locations throughout PJM, calculated by the PJM OI as specified in the PJM OATT.

Meter Read Date – the date on which the Company schedules a meter to be read for purposes of producing an End-use Customer bill in accordance with the Company’s regularly scheduled Billing Cycles.

NERC – North American Electric Reliability Council or its successor.

NERC Tagging System – Electronic Tagging (E-TAG) or NERC’s current method of sending and receiving NERC interchange transaction tags, available at the Internet site, <http://www.nerc.com>.

PJM OI – The PJM Office of Interconnection, the system operator for the PJM Control Area.

PJM Control Area –The control area encompassing systems in Pennsylvania, New Jersey, Maryland, Delaware, District of Columbia, Ohio, Illinois, Virginia, Kentucky, Indiana and Michigan which is recognized by the North American Electric Reliability Council as the PJM Control Area.

PJM Tariff – The PJM Open Access Transmission Tariff (“OATT”) on file with FERC and which sets forth the rates, terms and conditions of transmission service located in the PJM Control Area, including the DP&L zone.

PUCO or Commission – the Public Utility Commission of Ohio or its successor.

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Regulated Utility Charges – utility charges for noncompetitive services including, but not limited to, tariffed transmission and distribution and generation services that are under the jurisdiction of the Commission.

Residual Generation – Standard Offer retail generation service, Tariffs G10 through G18.

Retail Load Responsibility (“RLR”) – The AGS load obligation that the EDU submits to PJM that shows the aggregate electric power and energy (including losses on the transmission and distribution systems) that an AGS should have provided in DP&L’s certified territory for each hour of the calendar day to supply its customers.

Standard Offer Rate – a rate offered by the Company as approved by the Commission to End-use Customers in its service territory for all essential electric service to End-use Customers who are not receiving competitive services from an AGS, including a firm supply of electric generation service.

TSA (Transmission Scheduling Agent) – An entity that performs one or more of an AGS’s coordination obligations, including the submission of energy schedules to the PJM OI, and that either is (1) a member of the PJM Interconnection LLC or (2) the agent for scheduling purposes of one or more AGS that are members of the PJM Interconnection LLC.

Tariff – this Alternate Generation Supplier Coordination Tariff.

Unaccounted for Energy (UFE) – The difference between the actual system load within the Company’s control area and the sum of all customer load (AGS and Company).

1. RULES AND REGULATIONS:

The Rules and Regulations, filed as part of this Tariff, are a part of every Individual Coordination Agreement entered into by the Company pursuant to this Tariff and govern all Coordination Activities. The obligations imposed on an AGS in the Rules and Regulations shall also apply to anyone receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services.

2. COMMENCEMENT OF COMPANY/AGS COORDINATION:

2.1 Registration Process

The Company shall approve or disapprove the supplier’s registration within thirty (30) calendar days of receipt of complete registration information from the supplier. The thirty (30) day time

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period may be extended for up to thirty (30) days for good cause shown, or until such other time as is mutually agreed to by the supplier and the Company.

The approval process shall include, but is not limited to: successful completion of the credit requirements and receipt of the required collateral if any by the Company, executed EDI Trading Partner Agreement and Individual Coordination Agreement, payment and receipt of any supplier registration fee and completion of EDI testing for applicable transaction sets necessary to commence service.

The Company will notify the supplier of incomplete registration information within ten (10) calendar days of receipt. The notice to the supplier shall include a description of the missing or incomplete information.

2.2 Registration Information

A supplier seeking to obtain Coordination Services hereunder must deliver to the Company a completed registration, consisting of the following:

- (a) an Individual Coordination Agreement, fully executed in triplicate by a duly authorized representative of the supplier;
- (b) a copy of the supplier's Certification application submitted to the PUCO, subject to a confidentiality agreement;
- (c) written evidence that the AGS or its TSA is a signatory to the Operating Agreement and Reliability Assurance Agreement of the PJM Interconnection LLC;
- (d) written affidavit that the AGS or its TSA will use PJM Network Integration Service to serve retail load in DP&L's certified territory;
- (e) the supplier's Dun & Bradstreet Number;
- (f) the supplier must demonstrate to the Company's satisfaction that it is fully capable of performing the necessary data transfer functions required to supply the Company with the data necessary to operate its business;
- (g) collateral pursuant to Section 12.4; and
- (h) a \$250.00 registration fee.

2.3 Grounds for Rejecting Registration

The Company may reject any registration for Coordination Services on any of the following grounds:

- (a) the supplier, predecessor or affiliate has outstanding debts to the Company;
- (b) the supplier has failed to comply with collateral requirements specified in Section 12.4 of the Tariff;

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- (c) the Company has provided written notice to the supplier that a registration is deficient and the supplier has failed to submit a completed registration within thirty (30) calendar days after the Company has notified the supplier of the deficiency;
 - (d) the supplier is not certified by the PUCO;
 - (e) the supplier has Bad Credit;
 - (f) failure to meet data transfer standards to the Company's satisfaction;
 - (g) failure to provide written evidence as required in Section 2.2 (c) and (d) or
 - (h) any other reasons determined by the PUCO.
- 2.4 Offer of Conditional Acceptance of Registration
Where grounds for rejection of a registration exist due to a supplier's outstanding debts to the Company, the Company may offer the affected supplier a conditional acceptance if the supplier pays such debts before it receives Coordination Services. If the supplier rejects the Company's offer of conditional acceptance under this Rule, then its registration for Coordination Services will be deemed rejected.
- 2.5 Rejection of Registration
Upon rejection of any registration, the Company shall provide the affected supplier with written notice of rejection within the time periods set forth in Section 2.1, and shall state the basis for its rejection.
- 2.6 Approval of Registration
Upon its approval of a registration for Coordination Services, the Company shall execute the Individual Coordination Agreement tendered by the registrant and shall file a copy with the PUCO, provide one to the supplier by delivering such within the period set forth in Section 2.1 and shall maintain a copy for its own records.
- 2.7 Identification Numbers
Upon its approval of a registration for Coordination Services, the Company will use the Dun & Bradstreet number assigned to each supplier as an identification number to be used in subsequent electronic information exchange between the supplier and the Company. In addition, the Company may also assign to the supplier identification numbers that may be required to perform coordination obligations under this Tariff and the Individual Coordination Agreement.
- 2.8 Commencement of Coordination Services
Coordination Services may commence after the Company's acceptance of a supplier's registration for Coordination Services provided that all of the information necessary for the Company to provide

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Coordination Services has been provided to the Company and any conditions required under Section 2.4 have been satisfied by the supplier.

3. COORDINATION OBLIGATIONS:

3.1 Multiple AGSs

Only one AGS shall provide Competitive Retail Electric Service to a specific End-use Customer's Account during any given Billing Cycle, unless otherwise provided by the Company's tariff.

3.2 Partial Competitive Retail Electric Service

An End-use Customer's Account is not permitted to have partial Competitive Retail Electric Service. The AGS shall be responsible for providing the total energy consumed by the End-use Customer's Account during any given Billing Cycle, unless otherwise provided by the Company's tariff.

3.3 PJM Services and Obligations

An AGS is responsible for procuring those services provided by the PJM OI that are necessary for the delivery of Competitive Energy Supply to its Customers including, but not limited to, Network Integration Transmission Service. In addition, an AGS or its TSA must satisfy all obligations which are imposed on LSEs in the PJM Control Area by the PJM OI.

3.4 Timeliness and Due Diligence

AGSs shall exercise due diligence in meeting their obligations under this Tariff and the Individual Coordination Agreement.

3.5 Duty of Cooperation

The Company and each AGS will cooperate in order to ensure delivery of Competitive Energy Supply to Customers as provided for by this Tariff, the EDC Tariff, the PJM Tariff and the Competition Act and the Individual Coordination Agreement.

3.6 State Certification

An AGS must have and maintain certification from the PUCO as a certified Competitive Retail Electric Service (CRES) provider.

3.7 Energy Procurement

An AGS is wholly responsible for procuring and making all necessary arrangements for obtainment of Competitive Energy Supply in a quantity sufficient to serve its Customers, including capacity,

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energy, transmission and distribution losses, and any other ancillary services required by the PJM OI.

3.8 Customer Arrangements

By selecting an AGS, the Customer designates the AGS to act on its behalf. However, the AGS will remain ultimately responsible for PJM services and obligations as the LSE for such Customer.

3.9 Reliability Requirements

An AGS shall satisfy those reliability requirements issued by the PUCO, ECAR, PJM OI and NERC.

3.10 Determination of Load and Location

The Company and the AGS or its TSA shall coordinate with the PJM OI to determine the magnitude and location of the AGS's actual or projected load as required by the PJM OI, for the purpose of calculating a Network Integration Transmission Service Reservation, an installed capacity obligation, or other requirements under the PJM Tariff.

3.11 Supply of Data

An AGS and the Company shall supply to the other all data, materials or other information specified in this Tariff and the Individual Coordination Agreement in accordance with PUCO rules in a thorough and timely manner.

3.12 Communication Requirements

An AGS shall implement the communication requirements as specified in the Individual Coordination Agreement, or any other protocol established by the PUCO, the CAO, or other group with authority to set common communication standards.

3.13 Payment Obligation

The Company's provision of Coordination Services to an AGS is contingent upon the AGS's payment of all charges provided for in this Tariff.

3.14 Record Retention

An AGS and the Company shall comply with all applicable laws and PUCO rules and regulations for record retention. The AGS shall be responsible to maintain records of Customer's authorization to switch suppliers.

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3.15 Data Exchange

- (a) An AGS must notify its Customers that by signing up for Competitive Energy Supply with the AGS, the Customer is consenting to the disclosure by the Company to the AGS of certain basic information about the Customer. At minimum, the notice shall inform the Customer that the following information will be disclosed: the Customer's name, billing account number, service address, mailing address and rate class.
- (b) In the event an AGS sends the Company the same erroneous data more than once (unless through no fault of the AGS), the Company may charge processing costs to that AGS.

4. CUSTOMER ENROLLMENT PROCESS:

4.1 Pre-Enrollment End-use Customer Information List and Governmental Aggregator List

Pre-Enrollment End-Use Customer Information List

Upon request, the Company will electronically provide to any supplier certified by the Commission the most recent End-use Customer information list. The supplier will pay the Company \$1,000.00 for the first End-Use Customer list and \$150.00 for each subsequent list for providing the list to the supplier. The Company will cease assessing the fee for the Pre-enrollment list once it has recovered \$38,000.

The Company will offer the End-use Customer information list and updates available monthly. Once the list has been updated, a supplier may not use an End-use Customer information list from a prior month to contact End-use Customers, but suppliers shall not be required to purchase subsequent lists.

The Company will provide End-use Customers the option to have all the End-use Customer's information listed in the section below removed from the End-use Customer information list. At the same time the Company will also provide End-use Customers the option to have all End-use Customer's information listed below reinstated on the End-use Customer information list. The End-use Customer will be notified of his or her options quarterly.

The following information will be provided on the End-use Customer information list for each End-use Customer who has not requested that all information be removed from this list:

- i) End-use Customer name
- ii) Service Address
- iii) Service City
- iv) Service State and Zip Code

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- v) Mailing Address
- vi) Mailing City
- vii) Mailing State and Zip Code
- viii) Rate Schedule under which service is rendered, including class and sub-class (if applicable)
- ix) Rider (if applicable)
- x) Load Profile Reference Category
- xi) Meter Type (will provide information that is readily available)
- xii) Interval Meter data indicator (will provide information that is readily available)
- xiii) Budget Bill / PIPP indicator
- xiv) Meter Read Cycle
- xv) Most recent twelve (12) months of historical consumption data (actual energy usage plus demand, if available)

The Company will provide the End-use Customer information list on DP&L's Internet Site for AGSs. The information will be prepared and distributed in a uniform and useable format that allows for data sorting. End-use Customers participating in the Percentage of Income Payment Plan (PIPP) program will be coordinated exclusively through the PIPP program administered by the Ohio Department of Development.

Governmental Aggregator List

Upon request, the Company will electronically provide to any Governmental Aggregator certified by the Commission or an AGS under contract with the Governmental Aggregator a Governmental Aggregator List.

The Governmental Aggregator list will comply with O.A.C. 4901:1-10-32(A) which includes:

(1) An updated list of names, account numbers, service addresses, billing addresses, rate codes, percentage of income payment plan codes, load data, and other related customer information, consistent with the information that is provided to other electric services companies, must be available in spreadsheet, word processing, or an electronic non-image-based format, with formulas intact, compatible with personal computers.

(2) An identification of customers who are currently in contract with an electric services company or in a special agreement with the electric utility.

(3) On a best efforts basis, an identification of mercantile customers.

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In addition to these requirements, the Governmental Aggregator list will include: 1) telephone number; 2) whether the Customer is currently in arrears with DP&L and the amount of arrearage; and 3) whether the Customer is on a deferred payment plan. DP&L will not provide any information that it otherwise holds confidential if the Customer objects to its disclosure.

4.2 AGS Requests for End-use Customer Information

An AGS may request historical Interval Meter data through a DASR after receiving the appropriate End-use Customer authorization. The Interval Meter data will be transferred in a standardized electronic transaction. The AGS will be responsible for the incremental costs incurred to prepare and send such data. The charges for these services are listed in this or other tariff rate schedules.

4.3 Direct Access Service Requests (DASRs)

Enrollment of End-use Customers is done through a DASR, which may be submitted only by an AGS. An AGS may not submit a DASR to initiate enrollment or change a Customer's supplier without prior consent of the Customer and completion of the enrollment transaction with the Customer except for "opt-out" aggregation.

DASRs will be effective on the next Meter Read Date provided that it is received by the Company at least twelve (12) calendar days before the next Meter Read Date, unless otherwise provided in the Company's tariff. If a DASR is received within those twelve (12) days before the next Meter Read Date, it will be effective on the following Meter Read Date.

The Company will process all valid DASRs and send the End-use Customer confirmation within two business days. Simultaneous with the sending of the notice to the End-use Customer, the Company will electronically advise the AGS of acceptance. Notice of rejection of the DASR to the AGS shall be sent in one (1) business day, if possible, but in no event later than four (4) calendar days, and include the reasons for the rejection. The Company shall provide a rescission period as provided by the Commission's rules, and the Company will provide the Customer with a cancellation number to confirm the rescission of the contract. If the End-use Customer rescinds, the Company shall send a drop notice to the AGS. In the event of Customer rescission, the previous AGS will continue to serve the Customer under the same terms and conditions.

Enrollments will be processed on a "first in" priority basis based on the received date, and using contract date as the tie-breaker. Any subsequent enrollment DASRs received within the same Billing Cycle will be rejected and returned to the AGS who submitted the DASR.

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To participate in the Electric Choice Program, an End-use Customer must have an active electric service account with the Company. After the electric service account is active, an AGS may submit a DASR as described herein.

4.4 End-use Customers Return to Standard Offer Rate

An End-use Customer's return to Standard Service Offer may be a result of Customer choice, supplier default, termination of a supplier contract, opt out or termination of a governmental aggregation program, supplier withdrawal, or the customer applies for assistance through the Percentage of Income Payment Plan.

An End-use Customer may contact the Company to return to the Company's Standard Service Offer. The return to the Standard Service Offer shall be conducted under the same terms and conditions applicable to an enrollment with an AGS. Thus, the Company will provide a rescission period consistent with the Commission rules. Provided the End-use Customer has observed the applicable notification requirements and the Company has effectuated the request to return to the Standard Service Offer twelve (12) calendar days prior to the next regularly scheduled Meter Read Date, the End-use Customer will be returned to the Standard Service Offer on the next regularly scheduled Meter Read Date.

4.5 Large Commercial and Industrial Customers Return to Standard Offer Rate

Large Commercial and Industrial Customers returning to Standard Service Offer must remain on Standard Service Offer for a period of not less than twelve (12) consecutive months. The Company may be authorized by the Commission to offer a come and go rate, an exit fee, or other options for Customers to switch from the Company before the end of the Company's minimum stay requirement, if any. These options are at the discretion of the Company. A come and go rate offering will allow Customers to have a minimum stay of one (1) billing cycle and will contain market based rates, which shall in no event be below the standard offer price. An exit fee, that may vary based on Customer size or rate class, may be offered to allow the Customer to avoid meeting the minimum stay requirement. If such provisions are authorized by the Commission they will be contained in the Company's Commission approved tariffs. End-use Customer notification requirements to the Company would be required before returning to the Company. Such notification requirements will be contained in the Company's Commission approved tariffs.

4.6 Residential and Small Commercial Customers Return to Standard Offer Rate

There are no minimum stay requirements for Residential or Small Commercial Customers who take generation service from DP&L. DP&L may implement a minimum stay provision for Residential and Small Commercial Customers at any time if approved by the Commission.

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In compliance with the Commission's Entry on Rehearing in Case No. 00-813-EL-EDI issued August 31, 2000, the minimum stay provision for Residential and Small Commercial Customers will not be implemented if adequate notice was not provided.

DP&L agrees to provide residential standard offer customers a one-time notice sixty (60) days prior to the end of the minimum stay period.

4.7 End-Use Customer Inquiries and Requests for Information

Upon request, End-use Customers will be sent an information package containing a summary of the program and a current list of AGSs, which will be sent to the End-use Customer's service or mailing address.

The list of AGSs will be provided to any End-use Customer upon request, all new End-use Customers, any End-use Customer who is dropped for nonpayment by an AGS, an End-use Customer who returns due to default by an AGS, and as otherwise required by Commission rules.

The list of AGSs will be posted on a designated DP&L Internet Site. The list of AGSs will contain suppliers currently registered to enroll End-use Customers in the Company's service territory. The list of AGSs will also designate, if available, which customer classes the AGSs will be serving.

4.8 Information Disclosure

The AGS must notify its Customers that by signing up for Competitive Electric Supply with the AGS, the Customer is consenting to the disclosure by the Company to the AGS of information about the Customer pursuant to Section 3.15(a).

4.9 Changing Suppliers

If a Customer contacts a new AGS to request change of an AGS and the new AGS agrees to serve the Customer, the Customer's new AGS shall obtain the appropriate authorization from the Customer or person authorized to act on the Customer's behalf indicating the Customer's choice of AGS, and shall thereupon follow the procedures described in Section 4.3. If a Customer contacts the Company to request initial service from an AGS, or to request a change of suppliers, the Company will inform the Customer that the AGS must be contacted directly with the request.

4.10 Discontinuation of Service

- (a) If a Customer contacts the Company to discontinue electric service at the Customer's then current location, and initiates a request for service at a new location in the Company's service territory, the Company will notify the current AGS of the Customer's discontinuance of service for the account at the Customer's prior location. Final bill(s) will be issued at the date

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of discontinuance of service. The Company will provide the AGS that served the Customer at the old location with the Customer's new mailing address or forwarding address.

- (b) If a Customer contacts the Company to discontinue electric service and indicates that the Customer will be relocating outside of the Company's certified territory, the Company will notify the current AGS of the Customer's discontinuance of service for the account at the Customer's location. If available, the Company will provide the AGS that served the Customer at the old location with the Customer's new mailing address or forwarding address.
- (c) A Customer's AGS cannot arrange for the disconnection or discontinuation of distribution service as a consequence of contract termination, non-payment, or for any other reason.

4.11 Arrangements with AGS Customers

The AGS shall be solely responsible for having appropriate contractual or other arrangements with their Customers consistent with all applicable laws, PUCO requirements, and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements. The Company will not be liable for any contractual disputes that arise between the AGS and the Customer.

4.12 Transfer of Cost Obligations Between AGSs and Customers

Nothing in this Tariff is intended to prevent an AGS and a Customer from agreeing to reallocate between them any charges that this Tariff imposes on the AGS, provided that any such agreement shall not change in any way the AGS's obligation to pay such charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the AGS's Customer for any charges owed to the Company by the AGS.

5. COMPANY SUPPLIED INFORMATION:

5.1 Information Available

The information provided by the Company is available as a resource to assist an AGS in meeting its retail load obligations. Generic load profile information and loss factors will be available. It will be the responsibility of the AGS to schedule and deliver the appropriate PJM OI services using this and any other information it deems appropriate for its Customers.

Although the Company believes the information is accurate and correct to the best of the Company's knowledge and belief, and for its originally-intended purposes, the Company makes no representations or warranties as to the accuracy or usefulness of the information and takes no responsibility for the AGSs use of the information.

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5.2 Load Profiles

Load profiles will be applied to actual consumption to determine and reconcile consumption energy imbalance for customers without hourly metering. The Company will utilize its own load profiling methodology and will provide this methodology to the AGS.

5.3 Retail Load Responsibility (RLR)

The Company shall calculate each AGS's RLR for each hour of each calendar day and submit the values to PJM in accordance with PJM's business practices. The RLR values that the Company submits to PJM will be used as the basis for settlement process.

6. LOAD SCHEDULING:

6.1 Energy Delivery

Energy will be delivered to the Company's electric distribution system using the PJM power scheduling policies and procedures.

6.2 AGS Energy Schedule

The AGS is responsible for forecasting its customer load. The AGS or its TSA must schedule electric power on behalf of the retail customers it supplies in accordance with the PJM Tariff and applicable PJM guidelines. The aggregate hourly load forecast shall define the hourly energy requirements for an AGS.

6.3 PJM Network Transmission Service

An AGS or its TSA must enter requests for Network Transmission Services on the applicable PJM systems to service retail load in DP&L's certified territory. The AGS or its TSA must adhere to the applicable time frames in accordance with the PJM OATT and other PJM documents.

7. RECONCILIATION OF CONSUMPTION ENERGY IMBALANCE:

Sections 7.1 through 7.3 will be applicable for reconciliation of consumption energy imbalance for the PJM LMP market.

7.1 Billing

The Company and the AGS will rely on PJM to perform calculations to determine the monetary value of reconciliation quantities and to bill and/or credit AGSs for oversupplies and undersupplies at an hourly price through the PJM grid accounting system.

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7.2 The Company's Role

The Company will assist PJM in accounting for reconciliation quantities by (1) collecting all Customer usage data; (2) determining the hourly RLR for each AGS or TSA; and (3) submitting the RLR quantities to the PJM OI.

7.3 Meter Data Collection

Meter data collected by the Company shall be utilized to calculate the quantity of energy consumed by an AGS's Customers for a particular reconciliation period. Such collection shall occur at the time of a Customer's monthly meter reading. Thus, in order to measure the energy consumed by all Customers on a particular day, at least one billing period is required for data collection.

7.3.1 Monthly Metered Customers

Data from monthly metered Customers is collected in subsets corresponding to customer billing cycles, which close on different days of the month. To reconcile energy mismatches on an hourly basis, the Company shall convert such meter data for Customers to the equivalent hourly usage. Load profiles adjusted for actual weather values will be applied to metered usage to derive an estimate for the hour-by-hour usage.

7.3.2 Hourly Metered Customers.

Data from hourly metered Customers will also be collected by the Company monthly on a billing cycle basis.

8. METERING:

8.1 Meter Requirements

Interval Meters will be required for End-use Customers who select an AGS and have a maximum annual peak demand greater than or equal to one hundred (100) kW for the most recent twelve (12) month period.

If an existing Customer reaches a peak demand greater than or equal to one hundred (100) kW at any point in the most recent twelve (12) month period, the AGS will be notified that this Customer has exceeded the 100 kW limit and that an interval meter has been ordered and charged to the AGS. If authorization from the AGS is not received within sixty (60) days, the Customer will be returned to the Standard Offer Rate.

8.2 Interval Meter Charges and Installation Process

The End-use Customer or AGS may request an Interval Meter for use at any account below the interval meter threshold. The End-use Customer shall be responsible for the incremental costs of

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upgrading the present meter plus all incremental costs associated with the installation of required or requested interval metering. The charges for an Interval Meter may include a tariffed rate or payment plan not to exceed twenty-four (24) months. Title to the interval meter shall remain with the Company.

The End-use Customer or the End-use Customer's AGS may select a meter from the Company's approved equipment list. The End-use Customer or its AGS may communicate with the analog meter for the purpose of obtaining usage data, subject to the Company's communication protocol. Customers, however, will not be able to communicate with wireless meter. At the time of the Interval Meter installation the End-use Customer is required to provide a dedicated working telephone line for use with a DP&L analog meter, or alternatively, the Customer may select the wireless meter option provided by the Company. If End-use Customer or its AGS selects the wireless meter option, the installed equipment cost covers the initial 24 months of wireless reads. All costs associated with wireless meter reads will be passed through to the End-use Customer after the expiration of the initial 24 months of wireless meter reads. If after numerous notifications to the AGS and Customer, the necessary equipment to read the analog meter still has not been installed, the Customer may be returned to the Standard Offer Rate at the Company's discretion.

An End-use Customer that is required to have interval metering must request an order for Interval meter installation. Before the End-use Customer can be enrolled and served by the AGS, the End-use Customer must allow three (3) business days for accounts with single service or at least five (5) business days for accounts with multiple services for the Company to process the order. For End-use Customers who are required to have an Interval Meter for the requested service, service may begin, assuming an order was processed for Interval meter installation, using a Company load profile for settlement; consumption meter reads will continue to be used for billing. This shall be the approach during the period between when the End-use Customer has requested an Interval Meter and the time that the Company is able to install such a meter.

8.3 Company's Need to Obtain Actual Meter Reading

The Company must have reasonable access to the meter in order to obtain an actual (rather than estimated) monthly meter reading.

8.4 Customer or AGS Access to Meter Information

All meters will be the sole property of the Company. DP&L will provide a Customer or its AGS with access to meter information at no charge. The Customer or its AGS must reimburse DP&L for the costs of installing such information gathering equipment. If DP&L is requested to process the information then it will charge its costs therefore.

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9. CONFIDENTIALITY OF INFORMATION:

9.1 General

All confidential or proprietary information made available by one party to the other in connection with the registration by a supplier with the Company and/or the subsequent provision and receipt of Coordination Services under this Tariff, including but not limited to load curve data, and information regarding the business processes of a party and the computer and communication systems owned or leased by a party, shall be used only for purposes of registration with the Company, receiving Coordination Services and/or providing Competitive Retail Electric Service to Customers in the Company's service territory. Other than disclosures to representatives of the Company or AGS for the purposes of enabling that party to fulfill its obligations under this Tariff or for an AGS to provide Competitive Retail Electric Service to Customers in the Company's Certified Territory, a party may not disclose confidential or proprietary information without the prior authorization and/or consent of the other party.

9.2 Customer Information

The AGS shall keep all End-use Customer-specific information supplied by the Company confidential unless the AGS has the End-use Customer's written authorization to do otherwise. An Individual Customer may request that Company information relating to their account be confidential. The AGS shall comply with all prescribed notification requirements informing their Customers of this option to keep their Company information confidential. The AGS shall keep all Customer-specific information supplied by the Company confidential unless the AGS has the Customer's authorization to do otherwise.

10. COMPANY BILLING SERVICES ON BEHALF OF AGS:

10.1 Company Billing for AGS

All AGS charges to Customers, if billed by the Company, shall be billed in accordance with the following provisions:

The Company will provide consolidated, rate ready and bill ready billing services. Rate ready billing will be provided if price plans offered by the AGS are based on fixed and variable charges similar to those the Company employs for billing Distribution Service and Electric Generation Service Standard Offer. Nothing in this Tariff shall require the Company to manually bill Customers. Within this context, if the Company's billing system has the capability to bill the price plans offered by the AGS, the AGS may request the Company to do all or some of the billing for the AGS's Customers based on the Customers' preferences and shall pay the Company for service provided. Charges for such billing services will be non-discriminatory. However in no case shall

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the Company require the AGS to provide separate Customer lists or perform unique scheduling and reconciliation services for Customers billed directly by the Company. The AGS shall provide all data in its possession necessary for the timely generation of bills. A failure of the AGS to provide necessary data to the Company in a timely fashion may delay generation of a bill for the month to which the data pertains. In such instances, the AGS is responsible for all fines and violations, if any, arising as a result of the Company's inability to render a timely bill.

The Company will charge \$.20 per bill for consolidated billing. In addition, for Rate Ready billing there will be an initial set up fee of \$5,000. The set up fee is to establish an AGS' rate structure in the DP&L billing system. Any subsequent changes an AGS makes to the initial rate set up structure will be charged \$1,000 per change up to a maximum of \$5,000 per request. The Company will not charge for changes that merely increase or decrease existing AGS generation rate elements.

- 10.2 Netting of End-use Customer Payment and AGS Charges Billed by the Company
If the AGS defaults and the Company is performing Consolidated Billing of End-use Customers for the AGS, the Company reserves the right to retain the payments collected from the End-use Customers and apply the payments to the Company's charges.
- 10.3 Dual Billing
The Company will charge AGS providers \$.12 per bill for dual billing to cover electronic data interchange costs.
- 10.4 Summary Billing
The Company will not provide consolidated summary billing for customers that take generation service from an AGS. DP&L will provide summary billing for customers that take generation service from an AGS and receive a dual bill.
- 10.5 Budget Billing
DP&L will comply with the Commission's rules applicable to Budget Billing.
- 10.6 DP&L Purchase of AGS Accounts Receivable
DP&L will not purchase the accounts receivable of an AGS.
- 10.7 Billing Files
Where the AGS has requested the Company to act as the AGS's billing agent the Company shall transmit files of billing detail to the AGS. Such files shall include the Company account number, rate codes, usage information, demand and energy charges, applicable taxes, and other AGS charges. Billing files transmitted shall have control totals to assure all data was received by the

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AGS. Control totals include the number of records on the file and significant totals (e.g. total kWh billed, total amount billed, total tax).

10.8 AGS Tax Responsibility

The Company is not responsible for paying or remitting on behalf of an AGS taxes including, but not limited to, Ohio Public Utility Excise Tax, Ohio Corporation Franchise Tax, municipal income, Ohio Sales Tax and Federal Corporate Income Tax.

10.9 Company Reimbursement to AGS for Customer Payments

Where the Company acts as the billing agent for the AGS, the Company shall reimburse the AGS as soon as practicable upon receipt of payment for all energy charges and any other charges collected on behalf of the AGS from the Customer. The Company will conduct all remittance processing of current customer charges. In the event that a Customer remits partial payments of a bill, the remittance will be applied against the various amounts that may be due and owing to the Company and the AGS in the following manner: AGS past due power and energy, including transmission and ancillary charges, EDU past due, EDU current, AGS current ("partial payment posting priority"). Any amount remitted by a Customer in excess of the total due and owing will be held in the Customer's account with the Company and be applied to the next bill in accordance with the partial payment posting priority, or at the Customer's request, will be refunded to the Customer. In the event that any Customer checks are returned dishonored by a bank, the corresponding debits will be applied in inverse order to the order set forth above for the application of remittances. The Company will correct any misapplied payments or transactions.

A Customer on a deferred payment plan shall be deemed to have paid the full monthly amount due if the Customer meets the monthly payment plan obligation, which is the monthly amount agreed to by DP&L and the Customer, plus all current charges. Similarly, a Customer on a budget-billing plan shall be deemed to have paid the full monthly amount due if they pay the monthly budgeted amount and AGS current charges if they are not included in the budgeted amount. Security deposits provided by the Customers to the EDU and payments for reconnect charges shall be applied before AGS past due. EDU security deposits shall be applied solely to EDU charges on the final bill. Late payment charges on AGS past due amounts shall be applied immediately following AGS past due amounts. EDU late payment fees, line extension fees, and return check fees shall be treated as ordinary EDU distribution charges. DP&L will apply payments by a guarantor or energy assistance payments by a public or private agency on behalf of a mutual Customer according to the partial payment posting priority.

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10.10 AGS Service Discontinued

If service from the AGS is discontinued, the AGS' charges shall remain on the Customer's bill for the earlier of: a) at least three (3) billing cycles; b) the Customer is disconnected; c) a final bill is issued on the Customer's account; or d) the Customer is issued a bill containing new AGS charges. Payments from the Customer during that period shall be subject to the partial payment posting priority. DP&L will not assess late payment charges on AGS past due balances.

10.11 Deferred Payment Plan

DP&L may place a Customer on a deferred payment plan covering both AGS and DP&L charges without further approval of the AGS. DP&L shall follow the same policy regarding deferred payment plans for both AGS and DP&L charges. DP&L shall provide notice to the AGS that a mutual Customer has entered into a deferred payment plan. Such notice shall be provided on a monthly basis listing the Customers that entered into a deferred payment plan the previous month. The information on the list shall include, but not be limited to, the Customer's name, address, account number and type of payment plan.

10.12 Company Reporting on Behalf of AGS

To the extent DP&L performs reporting services at the request of the AGS to comply with PUCO Market Monitoring rules on behalf of the AGS, the AGS shall reimburse DP&L for its costs to perform such reporting requirements. At the request of the AGS, the Company may also provide Customers with environmental disclosure information that complies with the Minimum Competitive Retail Electric Service Standards. To the extent the Company provides this service, the AGS shall reimburse DP&L for its costs to provide such service.

11. AGS BILLING SERVICES ON BEHALF OF DP&L:

DP&L will permit an AGS to provide consolidated billing using a bill ready format provided that the supplier purchases DP&L's receivables. Additionally, the AGS must demonstrate to DP&L they are competent to bill on DP&L's behalf and able to comply with all applicable rules and regulations including, but not limited to: billing, payment posting priorities, disconnect rules, customer notices, and any other information contained in the Company's Commission filings. The terms of the sale of receivables shall be negotiated among the parties, including an agreed upon discount. Any disagreement about terms shall be mediated by a neutral third party.

12. AGS PAYMENT OF COORDINATION SERVICES:

12.1 AGS Payment of Obligations to the Company

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An AGS shall pay all Coordination Services Charges or any other Charge it incurs hereunder in accordance with the following provisions:

- (a) **Billing Procedure:** The Company shall submit an invoice to the AGS for all Coordination Services Charges provided under this Tariff at a frequency determined by the Company. An AGS shall make payment for Charges incurred on or before the due date shown on the bill. The invoice shall be paid by the AGS within twenty (20) days of receipt.
- (b) **Billing Corrections and Estimated Billings:** Notwithstanding anything stated herein: (1) bills shall be subject to adjustment for any errors in arithmetic, computation, meter readings, estimating or other errors for a period of twenty-four (24) months from the date of such original monthly billing; and (2) the Company shall be entitled to submit estimated bills (subject to correction) in the event the AGS fails to supply necessary information in a timely fashion or other circumstances limit the timely availability of necessary data.
- (c) **Manner of Payment:** The AGS shall make payments of funds payable to the Company by wire transfer to a bank designated by the Company as designated in the Individual Coordination Agreement. In the event of a dispute as to the amount of any bill, the AGS will notify the Company of the amount in dispute and the AGS will pay to the Company the total bill including the disputed amount. The Company shall refund, with interest at the rate described in paragraph (d), any portion of the disputed amount ultimately found to be incorrect. All payments shall be in United States dollars.
- (d) **Late Fee for Unpaid Balances:** If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. Interest on any unpaid amounts (including amounts placed in escrow) shall be calculated in accordance with the methodology specified for interest on refunds in the Commission's regulations at 18 CFR § 35.19a(a)(2)(iii). Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment. The Company may, in its sole discretion, impose the late charge for any AGS that fails to pay its invoices in a timely manner.

12.2 **AGS Failure to Pay Obligations to the Company**

In the event the AGS fails to make payment to the Company on or before the due date as described above, and such failure of payment is not corrected within two (2) calendar days after the Company notifies the AGS to cure such failure, the AGS shall be deemed to be delinquent. In the event an AGS is deemed to be delinquent, the Company, may at its sole discretion, reduce the reimbursement to the AGS for amounts collected by the Company by the amount owed to the Company or exercise its rights under the AGS's collateral posted pursuant to Section 12.4.

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In the event of a billing dispute between the Company and the AGS, the Company will continue to provide service pursuant to the Individual Coordination Agreement and the Tariff as long as the AGS continues to make all payments including disputed amounts. A billing dispute shall be dealt with promptly in accordance with the dispute resolution procedures set forth in this Tariff.

12.3 Billing for Supplier Obligations to Other Parties

The Company will assume no responsibility for billing between an AGS and any energy source or accept responsibility to negotiate with a defaulting supplier to the AGS for damages resulting from such supplier's failure to perform. The AGS is responsible to collect any damages from wholesale suppliers that fail to deliver to the AGS. Any such supplier default does not alter AGS's financial obligation to pay the Company in accordance with the terms and conditions of this tariff. The Company will not accept any delayed payment from an AGS while the AGS is settling or litigating any disputes with the AGS' supplier(s) or PJM OI.

12.4 Guarantee of Payments

The Company will apply, on a non-discriminatory and consistent basis, reasonable financial standards to assess and examine a supplier's creditworthiness. These standards will take into consideration the scope of operations of each supplier and the level of risk to the Company. This determination will be aided by appropriate data concerning the supplier, including load data or reasonable estimates thereof, where applicable.

A supplier shall satisfy its creditworthiness requirement and receive an unsecured credit limit by demonstrating that it has, and maintains, investment grade long-term bond ratings from any two (2) of the following three (3) rating agencies:

AGENCY	SENIOR SECURITIES RATING (BONDS)
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch IBCA	BBB- or higher

The supplier will provide the Company with its, or its parent company's, most recent independently-audited financial statements, (if applicable) and, its or its parent's most recent Form 10-K and Form 10-Q (if applicable).

The Company shall make reasonable alternative credit arrangements with a supplier that is unable to meet the aforementioned criteria and with those suppliers whose credit requirements exceed their allowed unsecured credit limit. The supplier may choose from any of the following credit arrangements in a format acceptable to the Company: a guarantee of payment; an irrevocable Letter

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of Credit; a Prepayment Account established with the Company; a Surety Bond, including the Company as a beneficiary; or other mutually agreeable security or arrangement. The alternate credit arrangements may be provided by a party other than the AGS, including one or more ultimate customers. The fact that a guarantee of payment, irrevocable Letter of Credit, Prepayment Account, or Surety Bond is provided by a party other than the AGS shall not be a factor in the determination of the reasonableness of any alternative credit arrangement, as long as such party and the related credit arrangements meet the Company's standard credit requirements. The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that supplier, including recognition of that supplier's performance.

The Company will make available on request its credit requirements. A supplier may appeal the Company's determination of credit requirements to the Commission or seek Staff mediation as to any dispute.

The following collateral calculation applies to AGSs who serve retail customers in DP&L's service territory and is intended to cover DP&L's risk as the default supplier:

DP&L will calculate the amount of collateral to cover its risk as the default supplier by multiplying ninety (90) days of DP&L's estimate of the summer usage of the AGS's customers by a price set at the highest monthly average megawatt hour price for DP&L off-system purchased power from the prior summer less the average residual generation revenue that DP&L will receive due to the defaulting AGS's customers returning to DP&L's standard service offer.

In addition to information required otherwise hereunder, an AGS shall be required to provide to the Company such credit information as the Company reasonably requires. The Company will report to a national credit bureau the AGS's credit history with the Company. The Company agrees to keep all information supplied by the AGS confidential if required by the AGS.

13. WITHDRAWAL BY AGS FROM RETAIL SERVICE:

13.1 Notice of Withdrawal to the Company

An AGS shall provide electronic and written notice to the Company ninety (90) days prior to withdrawal by the AGS from retail service in accordance with any applicable PUCO rulings. Notice shall be irrevocable.

13.2 Notice to Customers

An AGS shall provide notice to its Customers of withdrawal by the AGS from retail service in accordance with applicable PUCO rulings.

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13.3 Charges for Noncompliance

An AGS that withdraws from retail service and fails to provide at least ninety (90) days written notice to the Company and the AGS's customers of said withdrawal shall reimburse the Company for all of the following costs associated with the withdrawal, including but not limited to:

- (a) mailings by the Company to the AGS's Customers to inform them of the withdrawal and their options;
- (b) non-standard/manual bill calculation and production performed by the Company;
- (c) AGS data transfer responsibilities that must be performed by the Company;
- (d) charges or penalties imposed on the Company by third parties resulting from AGS nonperformance; and
- (e) all damages arising from the AGS failing to provide ninety (90) days notice including, but not limited to, replacement capacity costs, energy costs, and/or transmission costs incurred to provide service to AGS's customers until the ninety (90) days notice period has expired.

14. AGS DISCONTINUANCE OF SERVICE TO PARTICULAR CUSTOMERS:

14.1 Notice of Discontinuance to the Company

An AGS shall provide electronic notice to the Company of all intended discontinuances of service to Customers in accordance with applicable PUCO rules.

14.2 Notice to Customers

An AGS shall provide advance notice to any Customer it intends to stop serving Competitive Energy Supply of such intended discontinuance in a manner consistent with all applicable PUCO rulings.

14.3 Effective Date of Discontinuance

Any discontinuance will be effective on the next regularly scheduled Meter Read Date and in accordance with the AGS switching rules in this Tariff and the Distribution Service Rules and Regulations contained in the EDC Tariff. Any discontinuance prior to the Meter Read Date will result in charges for non-compliance in accordance with Section 14.3.

15. LIABILITY:

15.1 General Limitation on Liability

The Company shall have no duty or liability with respect to Competitive Retail Electric Service before it is delivered by a Supplier to an interconnection point with the Control Area. After its receipt of Competitive Retail Electric Service at the point of delivery, the Company shall have the same duty and liability for transmission and distribution service to customers receiving Competitive

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Retail Electric Service as to those customers receiving electric energy and capacity from the Company.

15.2 Limitation on Liability for Service Interruptions and Variations

The Company does not guarantee continuous, regular or uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. Neither party is liable to the other party for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

The Company shall have no liability with respect to any transaction or arrangement by or between a Customer and AGS and shall have no liability to the AGS arising out of or related to Customers' decisions in switching among AGSs. The Company is not liable for a Customer's lost savings arising out of an error or omission in customer enrollment or switching by the AGS.

For purposes of indemnification, the Company shall be deemed to possess and control the electricity provided by the AGS upon receipt thereof (at the Company's distribution system or the ISO Bus) until the electricity is delivered to the Customer or for the Customer's account at the point of delivery (at the customer's meter). The AGS shall be deemed to possess and control the electricity prior to such receipt by the Company. Subject to the provisions of this section, the party in possession and control (the "indemnifying party") will indemnify the other party (the "indemnified party") for liability arising out of such possession and control.

If the Company becomes liable for Ohio state taxes not paid by an AGS, the non-compliant AGS shall indemnify the Company for the amount of additional state tax liability or penalties imposed upon the Company by the Ohio Department of Taxation due to the failure of the AGS to pay or remit to the State the tax imposed.

16. DISPUTE RESOLUTION:

Alternative Dispute Resolution shall be offered to both AGSs and the Company as a means to address disputes and differences between AGSs and the Company. Nothing in this Tariff or any related agreements shall limit either the Company or the AGS from filing a formal or informal complaint with the Commission.

Filed pursuant to the Finding and Order in Case No. 11-4504-EL-ATA dated February 14, 2012 of the Public Utilities Commission of Ohio.

Issued February 23, 2012

Effective February 24, 2012

Issued by
ANDREW M. VESEY, Acting Chief Executive Officer

P.U.C.O. No. 17
ELECTRIC GENERATION SERVICE
ALTERNATE GENERATION SUPPLIER COORDINATION TARIFF

17. MISCELLANEOUS:

17.1 Governing Law

To the extent not subject to the exclusive jurisdiction of FERC, the formation, validity, interpretation, execution, amendment and termination of this Tariff or any Individual Coordination Agreement shall be governed by the laws of the State of Ohio.

The Tariff or any Individual Coordination Agreement, and the performance of the parties' obligations thereunder, is subject to and contingent upon (i) present and future local, state and federal laws, and (ii) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

If at any time during the term of the Tariff or any Individual Coordination Agreement, FERC, the PUCO or a court of competent jurisdiction issues an order under which a party hereto believes that its rights, interests and/or expectations under the Agreement are materially affected by said order, the party so affected shall within thirty (30) days of said final order provide the other party with notice setting forth in reasonable detail how said order has materially affected its rights, interests and/or expectations in the Agreement. Within thirty (30) days from the receiving party's receipt of said notice, the parties agree to attempt through good faith negotiations to resolve the issue. If the parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either party may at the close of said thirty (30) day period terminate the Agreement, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written notice to the other party without any liability or responsibility whatsoever except for obligations arising prior to the date of service termination.

17.2 Termination of Individual Coordination Agreements Require PUCO Authority

Notwithstanding any other provision of this Tariff or the Alternate Generation Supplier Coordination Agreement, in the event of a default, the Company shall serve a written notice of such default in reasonable detail and with a proposed remedy to the Alternate Generation Supplier and the Commission. On, or after, the date the default notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the Alternate Generation Supplier Coordination Agreement. If the Commission does not act within 10 (ten) business days upon receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the 11th (eleventh) business day. Terminations or suspensions shall require authorization from the Commission.

The Company shall send notices pursuant to the Section by e-mail, fax, overnight mail, or hand delivery to the Commission and Staff at the Commission's offices. The Company shall notify all

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Commissioners, the Chief of Staff, the Director of the Consumer Services Department, the Director of the Utilities Department, the Director of the Legal Department, and the Chief of the Attorney General's Public Utilities Section. The Company shall send the notice to the address and fax number provided by the Alternate Generation Supplier in its Alternate Generation Supplier Coordination Agreement.

17.3 Headings

The headings and subheadings used for the Sections herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Tariff.

17.4 Revisions

This Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with law, and such changes, when effective, shall have the same force and effect as the present Tariff. Changes may be made to the Individual Coordination Agreement with thirty (30) days written notice.

17.5 Statements by Agents

No Company representative has authority to modify a Tariff, rule or provision, or to bind the Company by any promise or representation contrary thereto.

18. TECHNICAL SUPPORT AND ASSISTANCE CHARGE:

Technical support and assistance is defined as support and assistance that may be provided by the Company to a licensed AGS or CSP in connection with questions and research requests from the AGS or CSP in support of its energy supply business.

The Company will provide basic instruction on the DP&L Internet Site; assistance in normal business interactions, such as daily scheduling; and, standard processing of AGS or CSP data files. In addition, the Company will post a FAQ (Frequently Asked Questions) page on the DP&L Internet Site, and update it on a regular basis.

The Company is under no obligation to provide any further support or assistance. However, should additional assistance be required, such as manual verification of customer data, explanation of The Dayton Power and Light Company filings or regulatory orders, or explanation of the DP&L Internet Site/Network communications, the Company will make its best efforts to provide the requested support, for a fee as described below. The fee may include time spent by Company employees or consultants conducting research in connection with an AGS or CSP inquiry.

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CHARGES

First four (4) hours per month per AGS or CSP: No charge.
Additional hours beyond first four (4) hours per month per AGS or CSP: \$41 per hour or fraction thereof.

SCHEDULE OF FEES AND CHARGES

A. AGS Fees

1. Manual Interval Meter Read: \$65.00 per meter read.
2. Historical Customer Usage Data: The Company requires Customer authorization for providing historical customer usage data. For historical customer usage data the following charges will apply:
 - Up to twelve (12) months of monthly kW and/or kWh data - No Charge
 - Thirteen through thirty-six (13-36) months of monthly kW and/or kWh data - \$16.50 per account per request
 - Greater than thirty-six (36) months of monthly kW and/or kWh data – \$32.25 per account per request
 - One (1) month of Hourly Load Data (where available) - \$25.00 per account per request
 - One (1) month of 30 minute Load Data (where available) - \$25.00 per account per request
 - Twelve (12) months of Hourly Load Data (where available) - \$150.00 per account per request
3. Electronic Interval Meter Data:
 - One (1) month of Hourly Load Data (where available) - \$25.00 per account per request
 - One (1) month of 30 minute Load Data (where available) - \$25.00 per account per request
 - Twelve (12) months of Hourly Load Data (where available) - \$150.00 per account per request

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Summary: Tariff Revised tariff sheets, PUCO No. 17 with an effective date of February 24, 2012 electronically filed by Mr. Tyler A. Teuscher on behalf of The Dayton Power and Light Company