

FILE



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July 27, 2012

VIA HAND DELIVERY

Public Utilities Commission of Ohio
Docketing Division
180 E. Broad Street
13th Floor
Columbus, Ohio 43215

RECEIVED-DOCKETING DIV
2012 JUL 27 PM 4:02
PUCO

Re: City of Belpre
Case #12-0884-EL-GAG

Dear Sirs/Madam:

Please find enclosed for filing in the above referenced docket the final opt-out notices for eligible residential and small commercial electric. The opt-out notice will be mailed on August 6, 2012 with a response due date of August 27, 2012.

If you have any questions, please don't hesitate to contact me.

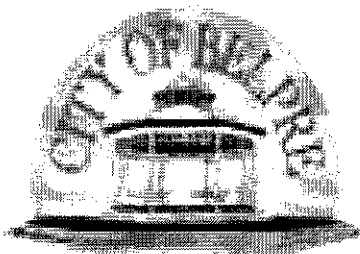
Very truly yours,

CARLILE PATCHEN & MURPHY LLP

John L. Einstein, IV/mc
John L. Einstein, IV

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician Am J Date Processed 7/27/12

JLE/MKL/025492-000008/01089112
Enclosure



**The City of Belpre Electric
Government Aggregation Program - Commercial
With Volunteer Energy Services, Inc.**

August 6, 2012

Dear City of Belpre Business,

The City of Belpre is providing you the opportunity to join other businesses to save money on the electricity you use. Savings are possible through a program called governmental aggregation, where community officials bring together commercial customers to gain group-buying power for the purchase of electricity from a certified retail electric supplier certified by the Public Utilities Commission of Ohio. Voters in Belpre approved this program in the November 2011 election.

After researching competitive electricity pricing options for you, the City has chosen DPL Energy Resources, Inc., to provide you with savings on your electric generation through July, 2014. There is no cost for enrollment, and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, your price will be 5.3 cents per kwh for commercial accounts.

You will see your electric savings from DPL Energy Resources, Inc. after your enrollment has been completed and your switch has been finalized in approximately 30 to 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the Belpre electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility, AEP, you have until August 27, 2012 to return the attached "opt-out" form. If you do not opt-out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any time, you could be subject to a cancellation fee from DPL Energy Resources, Inc. In addition, you might not be served under the same rates, terms and conditions that apply to other customers served by AEP.

After you become a participant in this governmental aggregation program, AEP will send you a letter confirming your selection of DPL Energy Resources, Inc. as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with DPL Energy Resources, Inc. within seven (7) days of its postmark. To remain in the Belpre electric governmental aggregation program, you do not have to take any action when this letter arrives.

AEP will continue to maintain the system that delivers power to your businesses; no new poles or wires will be built by DPL Energy Resources, Inc. You will continue to receive a single, easy-to-read bill from your local electric utility with your DPL Energy Resources, Inc. charges included. The only thing you will notice will be savings.

If you have any questions, please call DPL Energy at 1-866-838-6883 Monday through Friday, 8:00 a.m. to 5:00 p.m. Please do not call the City of Belpre with aggregation program questions.

Regards,
City of Belpre

| | | |
|---|-----------|---|
| Option 1: Do Nothing & Save | or | Option 2: Opt Out by returning this form. |
| If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic. | | If you do not want to participate in this program, you must return this form before the due date. |

By returning this signed form, you will be EXCLUDED from the Belpre Electric Governmental Aggregation Program.

I wish to opt out of the Belpre Electric Governmental Aggregation Program. (Check Box to opt-out.)

Opt-Out Form - Belpre Electric Governmental Aggregation Program

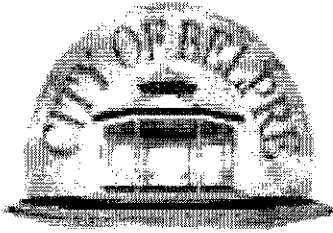
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Service Address: (City, state, & Zip Code)

Phone Number: _____

Account Holder's Signature: _____ Date: _____

Mail by August 27, 2012 to: Belpre Electric Aggregation Program, 790 Windmill Drive, Pickerington, Ohio 43147



**The City of Belpre Electric
Government Aggregation Program - Residential
With Volunteer Energy Services, Inc.**

August 6, 2012

Dear City of Belpre Resident,

The City of Belpre is providing you the opportunity to join other residents to save money on the electricity you use. Savings are possible through a program called governmental aggregation, where community officials bring together citizens to gain group-buying power for the purchase of electricity from a certified retail electric supplier certified by the Public Utilities Commission of Ohio. Voters in Belpre approved this program in the November 2011 election.

After researching competitive electricity pricing options for you, the City has chosen DPL Energy Resources, Inc., to provide you with savings on your electric generation through July, 2014. There is no cost for enrollment, and you will not be charged a switching fee. You do not need to do anything to participate.

As a member of this aggregation, your price will be 5.9 cents per kwh hour for residential accounts.

You will see your electric savings from DPL Energy Resources, Inc. after your enrollment has been completed and your switch has been finalized in approximately 30 to 45 days, depending upon your meter read date. Of course, you are not obligated to participate in the Belpre electric governmental aggregation program. If you wish to be excluded from the program and remain a full-service customer of your local electric utility, AEP, you have until August 27, 2012 to return the attached "opt-out" form. If you do not opt-out at this time, you will receive a notice at least every three years asking if you wish to remain in the program. If you leave the program at any time, you could be subject to a cancellation fee from DPL Energy Resources, Inc. In addition, you might not be served under the same rates, terms and conditions that apply to other customers served by AEP.

After you become a participant in this governmental aggregation program, AEP will send you a letter confirming your selection of DPL Energy Resources, Inc. as your electric generation provider. As required by law, this letter will inform you of your option to cancel your contract with DPL Energy Resources, Inc. within seven (7) days of its postmark. To remain in the Belpre electric governmental aggregation program, you do not have to take any action when this letter arrives.

AEP will continue to maintain the system that delivers power to your home; no new poles or wires will be built by DPL Energy Resources, Inc. You will continue to receive a single, easy-to-read bill from your local electric utility with your DPL Energy Resources, Inc. charges included. The only thing you will notice will be savings.

If you have any questions, please call DPL Energy at 1-866-838-6883 Monday through Friday, 8:00 a.m. to 5:00 p.m. Please do not call the City of Belpre with aggregation program questions.

Regards,
City of Belpre

| Option 1: Do Nothing & Save | or | Option 2: Opt Out by returning this form. |
|---|----|---|
| If you want to participate in this program and save, you do not need to return this form. Your enrollment is automatic. | | If you do not want to participate in this program, you must return this form before the due date. |

By returning this signed form, you will be EXCLUDED from the Belpre Electric Governmental Aggregation Program.

I wish to opt out of the Belpre Electric Governmental Aggregation Program. (Check Box to opt-out.)

Opt-Out Form - Belpre Electric Governmental Aggregation Program

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Service Address: (City, state, & Zip Code)

Phone Number: _____

Account Holder's Signature: _____ Date: _____

Mail by August 27, 2012 to: Belpre Electric Aggregation Program, 790 Windmill Drive, Pickerington, Ohio 43147

Electric Aggregation in Belpre - Frequently Asked Questions

What is governmental aggregation of electricity?

Ohio's laws allow for communities – such as townships, cities and counties – to form aggregated buying groups on behalf of their citizens. Savings are possible through governmental aggregation, where community officials bring together residential and small commercial customers to gain group buying power for the purchase of electricity from a retail electric generation provider. Voters in Belpre authorized the community leaders to establish a government aggregation program for the community.

What do I need to do to be included in the aggregation program?

You do not need to do anything to receive the discounted pricing under this program. You may choose to remain part of the aggregation program and begin receiving your discount simply by not returning the opt-out form.

What if I don't want to participate?

Since all eligible residential and small commercial customers are automatically enrolled in the governmental aggregation program, those customers who do not want to participate are given the opportunity to opt out. By returning an opt-out form by the due date, you can choose not to be enrolled as an electric generation customer of the community's competitive electric generation supplier.

How will billing be handled?

You will receive one bill from Ohio Power Company (the utility) that contains your charges for distribution and maintenance service from the utility as well as DPL Energy's charges for generation. Please be aware that budget billing is not currently available under this program.

Who do I call if I have a problem with my electric service?

If you have an outage, see fallen power lines, or require emergency repairs, you will continue to contact Ohio Power Company at 1-800-672-2231.

Who is DPL Energy?

DPL Energy is a competitive retail supplier of electricity based in Ohio and has been helping customers save money on their energy costs since 2001. DPL Energy sells electricity to customers at market-based prices rather than the regulated prices offered by utilities. DPL Energy and The Dayton Power and Light Company (a regulated Ohio electric utility) are both owned by the same parent company, DPL Inc. Although DPL Energy and The Dayton Power and Light Company are affiliated, they are operated independently per the rules and regulations of the Public Utilities Commission of Ohio.

What is the toll-free number for questions?

If you have any questions, please call DPL Energy at 1-866-838-6883, Monday through Friday between 8am-5pm.

Residential and Commercial Terms and Conditions of Service

These Terms and Conditions together with the enrollment information and opt-out notification are your agreement for electric generation service ("Agreement") with **DPL Energy Resources, Inc. ("DPLER")**, a subsidiary of DPL Inc. ("DPL") located at 1065 Woodman Drive, Dayton, Ohio 45432. "We", "us" or "our" refers to DPLER, and "you" or "your" refers to the Customer. "Utility" refers to Ohio Power Company. DPLER is an affiliate of The Dayton Power and Light Company. This Agreement is subject to the Master Agreement between DPLER and the Community ("Community") dated May 18, 2012 ("Master Agreement"). In the event of any inconsistency between the Terms and Conditions of this Agreement and the Master Agreement, the Master Agreement shall control. Please keep a copy of this Agreement for your records.

1. **Eligibility** - This Agreement is available to Customers located in the Community receiving service under the Utility's residential rates (Residential Customers) who do not participate in the Percentage of Income Payment Plan and/or non-residential, non-mercantile customers with annual usage requirements less than 700,000 kWh (Commercial Customers). If you are a Commercial Customer and your maximum annual peak demand on any account is now or subsequently increases to equal or exceed 200 kW based on the most recent twelve months, we may serve or continue to serve you under this Agreement provided you agree to the installation of an interval meter and you comply with the requirements of Section 18 of this Agreement.
2. **Nature of the Services** - Upon execution of this Agreement, we agree to provide electric generation supply, which currently includes all electric energy, capacity, bypassable ancillary services, bypassable transmission and alternate and renewable energy requirements required by a competitive retail electric supplier ("Service") to meet the Customer's full usage requirements for electric supply during the term of this Agreement. In return, the Customer agrees to receive and pay for that Service. Our obligation to provide this Service is subject only to the occurrence or non-occurrence of any act or event that is not reasonably within our control.
3. **Term** - As a part of your Community's program, your Service from DPLER will commence with the next available meter reading and after processing of the enrollment by your Utility, and will continue for the term as specified in the opt-out notification.
4. **Price** - The price to Customer for Service received under this Agreement for Residential Customers shall be **\$0.059 per kilowatt-hour** and for Commercial Customers shall be **\$0.053 per kilowatt-hour**. This price for our Service to Customer assumes RPM-based capacity pricing; any cost for capacity incurred by DPLER in excess of these applicable RPM-based prices shall be passed-through directly to the customer.
5. **Right to Rescind**. If you do not opt out and are enrolled to receive Service from DPLER, you can rescind your acceptance of this Agreement with no penalty within seven (7) calendar days from the postmark date on the confirmation notice that will be sent to you by the Utility by following the instructions in the confirmation notice. Cancellations may be made to the Utility by telephone.
6. **Billing and Payments** - For each account, you will receive one monthly bill from the Utility with its charges and our charges, and you will continue to pay your bill following the Utility's billing and

payment policies. The Utility's charges include distribution (delivery) service and all non-bypassable charges of the Utility that are approved by the PUCO. If you have any questions regarding the Utility charges, please contact the Utility directly at 1-800-672-2231. Failure to pay your Utility charges may result in disconnection as provided for in the Utility's tariff. If you do not pay your bill on time, you may incur late fees or automatically be returned to Utility's standard offer service. You may also forfeit your ability to choose another electric generation provider until arrearages are paid. We may cancel this Agreement upon fourteen (14) days written notice for non-payment.

7. Actions of Governmental and Regulated Entities – If a Regulatory Event (as defined in the Master Agreement) occurs, or if action is taken by the Utility, applicable regional transmission organization, transmission provider, or any federal, state or local governmental authorities, which materially changes the amounts charged by such entities to us or charged by such entities to our wholesale supplier and charged to us, or which materially changes the manner in which we provide Service to you, we may, in our sole discretion, elect to adjust the price for Service under this Agreement to account for any such cost increases or other changes.
8. Environmental Disclosure - Our environmental disclosure information is provided with this Agreement and is shown at our website. The specific web address is: www.dplenergy.com/env-disclosure.pdf. You agree that we may make required quarterly updates electronically at our website. We will also provide the information to you at no charge upon request.
9. Contacting Us - You can reach us:
 - **By mail** at 1065 Woodman Drive, Dayton, Ohio 45432;
 - **By telephone** toll-free at 1-866-838-6883;
 - **Internet:** www.dplenergy.comOur business hours are 8:00 AM to 5:00 PM Eastern Time, Monday through Friday.
11. Questions and Disputes - If you have a complaint that is not resolved after you have called us and/or your electric Utility, or for general utility information you may contact the PUCO for assistance toll-free at 1-800-686-7826, or for TDD/TTY toll-free at 1-800-686-1570, from 8 AM to 5 PM, Monday through Friday, or at www.PUCO.ohio.gov. Residential Customers may also contact the Ohio Consumers' Counsel for assistance with the complaints and Utility issues at 1-877-742-5622 (toll free) from 8:00 AM – 5:00 PM EST weekdays, or www.pickocc.org.
12. Access to and Release of your Information - You agree that the Utility may provide us with any information we need to help us serve you, including your meter readings, billing records, consumption records, and projections. You also agree that we may provide Utility with a copy of this Agreement, and you authorize the Utility to treat a copy of this Agreement as the original during the term. We will not release your account number or social security number without your written consent, except for our own credit and collection purposes, for permitted assignments of this Agreement or as otherwise required by law. This Agreement shall be considered executed by DPLER following the end of the 21-day opt-out period, the end of the 7 day rescission period and subsequent acceptance of the enrollment by your Utility.
13. Opt-Out - At least every three years you will be given the opportunity to opt-out of your Community's aggregation program at no cost. You are responsible for arranging your electric supply upon expiration or termination of this Agreement.

14. Miscellaneous - You have the right to request your Service payment history from us twice within a 12 month period for up to the 24 month period predating the request without charge. If you switch back to the Utility you may not be served at the same rates, terms and conditions as other Utility customers. You are solely responsible for any contract termination fees or any other fees and damages assessed by any other competitive retail electric supplier.

15. Termination by Customer - You may terminate this Agreement without penalty if you move outside the area we are certified to serve or where we charge a different price. During the initial term or any renewal term, you may terminate this Agreement at any time upon payment of an early termination fee equal to:

Residential Accounts: \$150

Commercial Accounts: 1.5 cents per kWh multiplied by your average monthly usage over the past 12 months, multiplied by the greater of 3 months or the number of months remaining in the initial term or renewal term, as applicable.

16. Successors and Assigns – We may assign this Agreement to an affiliate or third party, in whole or in part, and will provide you with forty-five (45) days written notice of any assignment.

17. LIMITATION OF REMEDIES, LIABILITY AND DAMAGES - THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST US WILL BE LIMITED TO THE LESSER OF THE DIRECT ACTUAL DAMAGES, OR THE AMOUNT PAID TO US UNDER THIS AGREEMENT FOR THE SIX MONTH PERIOD PRIOR TO THE OCCURRENCE THAT GAVE RISE TO SUCH CLAIM.

18. Interval Meter – If you are a Commercial Customer for Service to any account(s) with maximum peak demand that is or subsequently increases to be greater than or equal to 200kW for the most recent twelve month period, an interval meter and associated telecommunications are required by the Utility tariff. You agree to facilitate and pay the cost of the interval meter and associated telecommunications required by the Utility to transmit the interval information to the Utility. Should you choose not to pay for the cost of the interval meter and associated telecommunications required by the Utility for distribution service to any account with peak demand equal to or exceeding 200 kW, that shall constitute an early termination of this Agreement and the early termination fee shall apply.