

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

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In the Matter of Interruptible)
Electric Service Guidelines,) Case No. 95-866-EL-UNC
Pursuant to the Agreement by)
Participants in the Commission)
Roundtable on Competition in the)
Electric Industry.)

**THE DAYTON POWER AND LIGHT COMPANY'S
REVISED INTERRUPTIBLE ELECTRIC SERVICE TARIFF**

The Dayton Power and Light Company hereby submits the attached revised Interruptible Electric Service Tariff which includes the changes mandated by the Finding and Order dated March 27, 1997 issued by the Commission in this case.

The Company urges the Commission to adopt the revised Interruptible Electric Service Tariff without further modification, and to do so as quickly as possible so that customers can take advantage of their terms in a timely fashion.

Respectfully submitted,

Kirk N. Guy by ESI as authorized
Kirk N. Guy
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The Dayton Power and Light Company
P.O. Box 8825
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(937) 259-7661

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 Anna M. Nixon Date Processed April 7, 1997

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Revised Interruptible Electric Service Arrangements of The Dayton Power and Light Company was served upon all parties of record to this proceeding by regular U.S. Mail, postage prepaid, this 4th day of April, 1997.

Kirk N. Guy by ESL as
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Kirk N. Guy
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KNG1216

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THE DAYTON POWER AND LIGHT COMPANY
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Cancels
Thirteenth Revised Sheet No. 23
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P.U.C.O. No. 16
ELECTRIC SERVICE
NON-FIRM SERVICE RATE

APPLICABLE:

Available to any Customer with a monthly non-firm load greater than or equal to one thousand (1,000) kilowatts that receives or would receive service under one of the Company's following firm service rate sheets: General Service Secondary, General Service Primary, General Service Primary-Substation, or General Service Transmission. To receive service under this Rate Sheet, the Company and Customer must enter into a non-firm Service Agreement that specifies the rates, terms, and conditions of service, which shall be negotiated by the Company and Customer. The Customer must comply in full with all of the terms and conditions set forth on this Rate Sheet, as specified in Customer's Service Agreement with the Company.

CHARACTER OF SERVICE:

Standard secondary, primary, and transmission service voltages as provided in the General Service Rules and Regulations, alternating current, sixty (60) hertz (cycles per second).

DEFINITIONS

"Load Management Order" shall mean notice given by the Company to Customer that it may not exceed its firm load requirements during the clock hours specified by the Company due to system constraints negotiated by the Company and Customer and specified in Customer's Service Agreement. Customer may purchase Replacement Power during periods of time in which a Load Management Order is in effect.

"Order to Curtail" shall mean notice given by the Company to Customer that it may not exceed its firm load requirements during the clock hours specified by the Company due to system constraints negotiated by the Company and Customer and specified in Customer's Service Agreement. Customer may not purchase Replacement Power during periods of time in which an Order to Curtail is in effect.

"Replacement Power" shall mean power generated by the Company or purchased by the Company from another supplier and delivered to Customer during any period of time in which a Load Management Order is in effect. Subject to the requirements of Rate Sheet Nos. 23-A, 23-B, or 23-C, the specific terms and conditions of Replacement Power service hereunder shall be specified in an addendum to Customer's Service Agreement with the Company.

Filed pursuant to the _____ in Case No. _____ dated _____ of the Public Utilities Commission of Ohio.

Issued _____

Effective _____

Issued by
ALLEN M. HILL, President and Chief Executive Officer

THE DAYTON POWER AND LIGHT COMPANY
DP&L Building
Courthouse Plaza Southwest
Dayton, Ohio 45401

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ELECTRIC SERVICE
NON-FIRM SERVICE RATE

RATE PER MONTH:

The rates and charges for non-firm service hereunder shall be negotiated by the Company and any Customer requesting service, and shall be specified in Customer's Service Agreement. In negotiating rates and charges for non-firm service, the Company shall give consideration to factors which include, but are not limited to, avoided cost, priority of service, historical number and duration of Load Management Orders and Orders to Curtail, operating characteristics of Customer, and degree of risk associated with the occurrence of service interruption. Where special metering and/or other facilities are necessary to render service hereunder, the cost of such facilities shall be included in the rates and charges paid by Customer.

Notwithstanding any impact stemming from replacement power costs incurred by Customer, the rates and charges for non-firm electric service provided by the Company hereunder shall not exceed the Company's otherwise applicable rates and charges for firm electric service. The Company in no way warrants that a Customer may achieve savings by electing a non-firm service from the Company hereunder.

INTERIM EMERGENCY AND TEMPORARY PIP PLAN CHARGE:

Billing under this Rate Sheet shall include an Interim Emergency and Temporary PIP Plan Charge as provided on Sheet No. 31.

ELECTRIC FUEL COMPONENT CHARGE:

Billing under this Rate Sheet shall include an Electric Fuel Component Charge as provided on Sheet No. 15-A for all kilowatt-hours consumed by the Customer except those kilowatt-hours consumed as Replacement Power during Load Management Orders.

DELAYED PAYMENT CHARGE:

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 Customer does not pay the total amount due to the Company by the due date shown, an additional amount equal to one and one-half percent (1.5%) of the total unpaid balance shall also become due and payable. This provision is not applicable to unpaid account balances of customers enrolled in income payment plans pursuant to Section 4901:1-18-04(B), Ohio Administrative Code, or other Company approved payment plan arrangements.

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ELECTRIC SERVICE
NON-FIRM SERVICE RATE

RETURNED CHECK CHARGE:

The Returned Check Charge contained on Sheet No. 18 of this tariff shall be added to Customer's account each time a check is returned by the financial institution. Any Customer receiving more than one type of utility service from the Company will be charged a maximum of one (1) Returned Check Charge per returned check.

DETERMINATION OF KILOWATT BILLING DEMAND:

The billing demand shall be the greatest thirty (30) minute integrated demand ascertained in kilowatts by instruments suitable for the purpose. Such billing demand shall be determined in accordance with the terms and conditions of Customer's Service Agreement with the Company.

DETERMINATION OF KILOVAR BILLING DEMAND:

If kilovars are not measured, a ninety percent (90%) power factor will be assumed for billing purposes. Kilovar billing demand shall be determined at the time of maximum kilowatt billing demand.

CONDITIONS FOR LOAD MANAGEMENT AND CURTAILMENT:

Customer and the Company shall negotiate, and Customer's Service Agreement shall specify:

1. The terms and conditions under which a Load Management Order and/or Order to Curtail may be issued by the Company;
2. The priority of electric service to Customer relative to other customers on the Company's electric system in the event a Load Management Order and/or Order to Curtail is issued; and
3. The maximum annual hours during which Load Management Orders and/or Orders to Curtail may be issued by the Company.

The Company shall use its best efforts to provide ninety (90) minutes' notice prior to a Load Management Order and/or Order to Curtail hereunder.

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P.U.C.O. No. 16
ELECTRIC SERVICE
NON-FIRM SERVICE RATE

REPLACEMENT POWER:

Customer may purchase Replacement Power during any period of time in which a Load Management Order is in effect under terms and conditions of service set forth under Rate Sheet Nos. 23-A, 23-B, or 23-C.

Upon signing a non-firm Service Agreement with the Company, Customer shall provide written notice of the rate sheet under which Replacement Power service shall be provided to Customer, which shall be maintained by the Company as an addendum to Customer's Service Agreement. Any terms and conditions of service stemming from Customer's Replacement Power service election shall be specified in said addendum. Once elected by Customer, service under Rate Sheet Nos. 23-A, 23-B, or 23-C shall remain in effect until the beginning of the next seasonal quarter (March through May, June through August, September through November, and December through February). Subject to the requirements of each rate sheet, Customer may elect to change service under Rate Sheet Nos. 23-A, 23-B, or 23-C for an upcoming seasonal quarter by providing the Company with written notice thirty (30) days prior to the beginning of said seasonal quarter. Absent such notice by Customer, Replacement Power service shall continue under the rate sheet previously elected by Customer.

SPECIAL TERMS AND CONDITIONS:

The Company shall have sole discretion to determine the amount of capacity which it makes available for non-firm, interruptible, and/or curtailable service from each of the Company's generating stations and from the Company as a whole under all rate schedules and/or service agreements. The Company will contract for non-firm, interruptible, and/or curtailable load until such time that the Company has reached a total system-wide level of said load equal to two hundred twelve thousand (212,000) kilowatts. Once the Company has attained a system-wide level of non-firm, interruptible, and/or curtailable load equal to two hundred and twelve thousand (212,000) kilowatts, it will not add any additional non-firm, interruptible, and/or curtailable load to its system unless the Company, in exercising its sole discretion, determines that beneficial system impacts would result from doing so.

To the extent necessary to render service hereunder, any facilities needed to provide service or ensure compliance with the terms and conditions of Customer's Service Agreement with the Company, including load control and/or switching facilities, shall be paid for by Customer and owned and operated by the Company. Customer's Service Agreement shall specify the consequences of failing to comply with an Order to Curtail, which shall be negotiated by the Company and Customer.

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P.U.C.O. No. 16
ELECTRIC SERVICE
NON-FIRM SERVICE RATE

SPECIAL TERMS AND CONDITIONS (Continued):

The Company shall not be held liable for any loss or damage caused by an interruption of electric service hereunder that is not attributable to the Company's gross negligence or willful misconduct. Approval of this tariff by the Commission shall not be construed as a determination by the Commission that the limitation of liability contained herein should be upheld in a court of law. Rather, approval merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

TERM OF CONTRACT:

The initial Term of any Service Agreement between the Company and Customer shall not be less than five (5) years. Upon commencement of service, the service agreement shall annually automatically renew for the next five (5) year period unless such renewal is canceled in writing by either party within six (6) months of the annual anniversary of the commencement of service. Customer's non-firm Service Agreement shall specify the consequences of terminating the agreement prior to fulfillment of its Term hereunder.

The Company shall accommodate a return a firm service for all or a portion of Customer's load previously served non-firm at the rates, terms, and conditions set forth in its firm service rate sheets upon three (3) years' written notice of Customer's intent to return. The Company may accommodate a return to firm service at said rates with less than three (3) years' notice provided the cycle time for meeting Customer's requirements facilitates such shorter notice. In cases where Customer provides less than three (3) years' notice of its intent to return to firm service and the Company must incur costs higher than system average, the Company shall endeavor to use its best efforts to accommodate the return provided that Customer agrees to pay for all incremental costs incurred by the Company.

GENERAL TERMS AND CONDITIONS:

Customer may be served from any alternating current sixty (60) hertz (cycles per second) distribution system, where and as available and at the option of the Company.

All electric service of the Company is rendered under and subject to the General Service Rules and Regulations contained in this schedule. Non-firm electric service hereunder shall be subject to the Company securing all necessary regulatory approvals required under state and federal laws.

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DP&L Building
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Page 1 of 2

P.U.C.O NO. 16
ELECTRIC SERVICE
NON-FIRM SERVICE RATE RIDER
HOURLY REPLACEMENT POWER SERVICE RATE

APPLICABLE:

Available to any Customer that receives non-firm electric service under Rate Sheet No. 23.

CHARACTER OF SERVICE:

Upon issuance of a Load Management Order under the terms and conditions of Customer's non-firm Service Agreement, the Company shall use its best efforts to obtain and deliver the lowest cost Replacement Power available to Customer. Customer may choose to purchase Replacement Power from the Company at the rate specified herein or manage load and forgo the purchase of Replacement Power.

RATE PER MONTH:

The rate for Replacement Power service hereunder shall be the highest incremental cost of power generated by the Company or purchased by the Company from another supplier and delivered to Customer and similarly situated non-firm customers electing service hereunder during any period of time in which a Load Management Order is in effect for said customers. The rate structure for Replacement Power service provided hereunder shall include an administrative charge, as specified in Customer's Service Agreement, and applicable excise taxes.

SPECIAL TERMS AND CONDITIONS:

To facilitate the scheduling and delivery of Replacement Power hereunder, Customer shall establish a "Strike Price". Said Strike Price shall equal the maximum cost at which Customer elects to purchase Replacement Power during a Load Management Order without advance notice of said Load Management Order. Customer shall notify the Company of its Strike Price upon signing a non-firm Service Agreement with the Company, and may modify said Strike Price with written notice to the Company.

If, during a Load Management Order, the Company expects the price of Replacement Power to exceed Customer's Strike Price, the Company shall provide appropriate notice to Customer. The Company shall endeavor to provide as much advance notice of any such condition as possible, but not less than ten (10) minutes. Customer shall advise the Company of its intent to manage load or continue to purchase Replacement Power at any price that exceeds its Strike Price within one (1) hour of such notification.

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DP&L Building
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P.U.C.O NO. 16
ELECTRIC SERVICE
NON-FIRM SERVICE RATE RIDER
HOURLY REPLACEMENT POWER SERVICE RATE

SPECIAL TERMS AND CONDITIONS (Continued):

If for any reason during any period of time in which a Load Management Order is in effect Customer is notified that Replacement Power is no longer available, Customer must comply with all other terms and conditions of its Service Agreement with the Company. The Company may, in its sole discretion, interrupt non-firm service to Customer at any time Replacement Power is not available or may be required to meet the demand of firm electric service customers, for system integrity purposes, or for emergency power sales to other utilities. If the Company deems it necessary to interrupt Replacement Power, the Company will use its best efforts to interrupt customers with similar quality of non-firm service on a pro-rata basis to the extent that Replacement Power is deemed not available.

The Company shall not be held liable for any loss or damage caused by its inability to obtain or deliver Replacement Power hereunder that is not attributable to the Company's gross negligence or willful misconduct. Approval of this tariff by the Commission shall not be construed as a determination by the Commission that the limitation of liability contained herein should be upheld in a court of law. Rather, approval merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

GENERAL TERMS AND CONDITIONS:

All electric service of the Company is rendered under and subject to the General Service Rules and Regulations contained in this schedule. Non-firm electric service hereunder shall be subject to the Company securing all necessary regulatory approvals required under state and federal laws.

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P.U.C.O NO. 16
ELECTRIC SERVICE
NON-FIRM SERVICE RATE RIDER
FIXED TERM REPLACEMENT POWER SERVICE RATE

APPLICABLE:

Available to any Customer that receives non-firm electric service under Rate Sheet No. 23.

CHARACTER OF SERVICE:

Upon issuance of a Load Management Order under the terms and conditions of Customer's non-firm Service Agreement, the Company shall use its best efforts to obtain and deliver Replacement Power to Customer at the rate specified herein.

RATE PER MONTH:

Customer may elect one (1) of two (2) Replacement Power service rate options hereunder:

1. Quarterly Quote - Prior to the beginning of each seasonal quarter (March through May, June through August, September through November, and December through February), the Company shall quote a per kilowatthour rate for Replacement Power service to all customers based on anticipated market conditions over the quarter. Replacement Power service to Customer during the seasonal quarter shall be provided at the Quarterly Quote upon acceptance of said quote by Customer via written correspondence prior to the start of the seasonal quarter.
2. Negotiated Term and Rate - Customer and the Company may negotiate a rate structure for Replacement Power service based upon a term agreed to by both parties up to the Term of Customer's Service Agreement with the Company. Replacement Power service to Customer during the negotiated term shall be provided under the rate structure negotiated by Customer and the Company.

The rate structure for Replacement Power service provided hereunder shall include an administrative charge, as specified in Customer's Service Agreement, and applicable excise taxes.

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Courthouse Plaza Southwest
Dayton, Ohio 45401

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P.U.C.O NO. 16
ELECTRIC SERVICE
NON-FIRM SERVICE RATE RIDER
FIXED TERM REPLACEMENT POWER SERVICE RATE

SPECIAL TERMS AND CONDITIONS:

Where Customer elects service under the Negotiated Term and Rate option hereunder for any period greater than one quarter, service shall be provided under said option until the expiration of the term negotiated by Customer and the Company.

If for any reason during any period of time in which a Load Management Order is in effect Customer is notified that Replacement Power is no longer available, Customer must comply with all other terms and conditions of its Service Agreement with the Company. The Company may, in its sole discretion, interrupt non-firm service to Customer at any time Replacement Power is not available or may be required to meet the demand of firm electric service customers, for system integrity purposes, or for emergency power sales to other utilities. If the Company deems it necessary to interrupt Replacement Power, the Company will use its best efforts to interrupt customers with similar quality of non-firm service on a pro-rata basis to the extent that Replacement Power is deemed not available.

The Company shall not be held liable for any loss or damage caused by its inability to obtain or deliver Replacement Power hereunder that is not attributable to the Company's gross negligence or willful misconduct. Approval of this tariff by the Commission shall not be construed as a determination by the Commission that the limitation of liability contained herein should be upheld in a court of law. Rather, approval merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

GENERAL TERMS AND CONDITIONS:

All electric service of the Company is rendered under and subject to the General Service Rules and Regulations contained in this schedule. Non-firm electric service hereunder shall be subject to the Company securing all necessary regulatory approvals required under state and federal laws.

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Dayton, Ohio 45401

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P.U.C.O NO. 16
ELECTRIC SERVICE
NON-FIRM SERVICE RATE RIDER
THIRD PARTY REPLACEMENT POWER SERVICE RATE

APPLICABLE:

Available to any Customer that receives non-firm electric service under Rate Sheet No. 23.

CHARACTER OF SERVICE:

Upon issuance of a Load Management Order under the terms and conditions of Customer's non-firm Service Agreement, the Company shall use its best efforts to obtain and deliver Replacement Power to Customer from the source(s) and under the rate structure specified by Customer.

RATE PER MONTH:

The rate structure for service hereunder shall be negotiated with Customer and specified in an addendum to Customer's Service Agreement under Rate Sheet No. 23.

The rate structure for Replacement Power service provided hereunder shall include an administrative charge that shall be the same as those charged to the customer under Sheet No. 23-A or B, as specified in Customer's Service Agreement, and applicable excise taxes. Where special metering and/or other facilities are necessary to render service hereunder, the cost of such facilities shall be included in the rates and charges paid by Customer.

SPECIAL TERMS AND CONDITIONS:

Where Customer elects service hereunder for any period greater than one quarter, service shall be provided until the expiration of the term negotiated by Customer and the Company.

The Company shall have the right to reasonably limit the number of replacement electricity sources designated by Customer to no more than five (5) sources. Where Customer elects to receive replacement electricity from more than one (1) source, said service shall be administered in a manner that is mutually acceptable to both parties, as specified in Customer's Service Agreement with the Company. Said source(s) shall be subject to qualification based upon credit worthiness as well as the technical and operating feasibility of power service to the Company's system. Where the Company incurs verifiable out of pocket costs associated with such qualification, the source(s) seeking to provide Replacement Power shall compensate the Company for said costs prior to initiating Replacement Power service hereunder.

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P.U.C.O NO. 16
ELECTRIC SERVICE
NON-FIRM SERVICE RATE RIDER
THIRD PARTY REPLACEMENT POWER SERVICE RATE

SPECIAL TERMS AND CONDITIONS (Continued):

Implementation of this service shall be subject to the completion of all necessary contracting requirements needed to facilitate service from the source specified by Customer. Where the Company incurs costs associated with meeting contracting requirements, the source(s) seeking to provide Replacement Power shall compensate the Company for said costs prior to initiating Replacement Power service hereunder.

If for any reason during any period of time in which a Load Management Order is in effect Customer is notified that Replacement Power is no longer available, Customer must comply with all other terms and conditions of its Service Agreement with the Company. The Company shall endeavor to provide as much advance notice of any such condition as possible, but not less than ten (10) minutes. Upon providing said notice, the Company shall inform Customer of the availability of Replacement Power from sources other than the source(s) selected by Customer and the price at which said Replacement Power may be provided. To the extent Replacement Power is available, Customer may elect to consume said Replacement Power or manage its load under the terms and conditions of its Service Agreement with the Company.

The Company may, in its sole discretion, interrupt non-firm service to Customer at any time Replacement Power is not available or may be required to meet the demand of firm electric service customers, for system integrity purposes, or for emergency power sales to other utilities. If the Company deems it necessary to interrupt Replacement Power, the Company will use its best efforts to interrupt customers with similar quality of non-firm service on a pro-rata basis to the extent that Replacement Power is deemed not available. The Company reserves the right to require metering, communication, and other facilities to verify the scheduled delivery of power from any source(s) specified by Customer and Customer's compliance with terms and conditions of its Service Agreement with the Company in the event said source(s) fail to deliver. Where the Company incurs costs associated with such facilities, Customer shall compensate the Company for said costs prior to initiating Replacement Power service hereunder.

The Company shall not be held liable for any loss or damage caused by its inability to obtain or deliver Replacement Power hereunder that is not attributable to the Company's gross negligence or willful misconduct. Approval of this tariff by the Commission shall not be construed as a determination by the Commission that the limitation of liability contained herein should be upheld in a court of law. Rather, approval merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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P.U.C.O NO. 16
ELECTRIC SERVICE
NON-FIRM SERVICE RATE RIDER
THIRD PARTY REPLACEMENT POWER SERVICE RATE

GENERAL TERMS AND CONDITIONS:

All electric service of the Company is rendered under and subject to the General Service Rules and Regulations contained in this schedule. Non-firm electric service hereunder shall be subject to the Company securing all necessary regulatory approvals required under state and federal laws.

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