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July 19, 2013

Barcy F. McNeal, Secretary
Public Utilities Commission of Ohio
180 East Broad Street
Columbus Ohio 43215

Re: Village of Chickasaw
Case No. 13-1610-EL-GAG/Supplemental Information for Application

Dear Ms. McNeal:

Enclosed please find for filing in the above-referenced case record Substitute Exhibits A-2 through A-5, reflecting Exhibit numbers. Exhibit A-4 ("Automatic Aggregation Disclosure") now includes a copy of the residential and commercial terms and conditions for service. Please note that the opt-out notices and the terms and conditions will be filed in complete form as required by the Commission's rules. Specifically, the date of the opt out notices and the response date 21 days thereafter has not yet been determined, and the specific end of the term and price remains to be finalized after approval of the Village's Application.

Because DPL Energy Resources has been selected by the Village as Provider, please substitute the following contact person for regulatory or emergency matters in response to Question A-6:

Robert Stallman
Director of Community Development, DPL Energy
1065 Woodman Drive
Dayton, OH 45432
Telephone number 937/259-7936
Fax # 937/259-7392
E-mail address: Robert.stallman@dplinc.com

Please substitute the following contact person for Staff use in investigating customer service complaints in response to Question A-7:

KEGLER BROWN
HILL & RITTER
A LEGAL PROFESSIONAL ASSOCIATION

Barcy F. McNeal, Secretary
July 19, 2013
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Maria Bulp
Director of Operations, DPL Energy
1065 Woodman Drive
Dayton, OH 45432
Telephone number 937/259-7863
Fax # 937/259-7867
Maria.bulp@dplinc.com

Finally, please substitute the following address and toll-free number for customer service and complaints in response to Question A-8:

1065 Woodman Drive
Dayton, OH 45432
Toll-free telephone number 888/674-3753
Fax # 937/259-7867

Please contact the undersigned with any questions regarding this supplemental filing.

Very truly yours,



Andrew J. Sonderrman
Kegler, Brown, Hill & Ritter LPA

Enclosure

VILLAGE OF CHICKASAW
STATE OF OHIO

ORDINANCE NO. 01-2013

TO AUTHORIZE ALL ACTIONS NECESSARY TO CREATE A GOVERNMENTAL ELECTRIC AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20 OF THE OHIO REVISED CODE; TO DIRECT THE MERCER COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS; AND TO DECLARE AN EMERGENCY.

WHEREAS, the Council of the Village of Chickasaw, Mercer County, Ohio, met in general session on the 2nd day of January 2013, in Council Chambers at the Chickasaw Village Hall with the following members present:

John Arling, Bob Schwieterman, Ben Kramer, Joe Schmackers, Shawn Birt, and Randy Clune

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation (Am. Sub. S. B. No 3), which authorizes the legislative authorities of municipal corporations, townships, and counties to aggregate automatically, pursuant to Section 4928.20 of the Ohio Revised Code, subject to opt-out provisions, competitive retail electric service for the retail electric loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the electric loads; and

WHEREAS, such legislative authorities may exercise such authority individually or jointly with any other legislative authorities; and

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electric deregulation through lower electric rates which they would not otherwise be able to have individually; and

WHEREAS, this Council seeks to establish a governmental aggregation program with opt out provisions pursuant to Section 4928.20 of Ohio Revised Code (the "Aggregation Program"), for the residents, businesses, and other electric customers in the Village of Chickasaw and in conjunction with any other municipal corporation, township, county, or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, this Council desires to proceed with the submission of the question to the electors of the Village of Chickasaw;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHICKASAW, STATE OF OHIO, TWO-THIRDS OF ALL MEMBERS THEROF CONCURRING, THAT;

Section 1. The Council finds and determines that it is in the best interest of the Village of Chickasaw, its residents, businesses, and other electric consumers located within the city limits of Chickasaw, Ohio, to establish the Aggregation Program in the Village of Chickasaw. Provide that the Aggregation Program is approved by the electors of the Village of Chickasaw pursuant to Section 2 of this ordinance, the Village of Chickasaw is hereby authorized to aggregate automatically in accordance with Section 4928.20 of the Ohio Revised Code, and subject to the opt-out requirements of division (D) of Section 4928.20, competitive retail electric service for the retail electric loads located within the Village of Chickasaw, and, for that purpose, to enter into service agreements to facilitate the sale and purchase of the service for the retail electric loads. The Village of Chickasaw may exercise such authority jointly with any other municipal corporation, township, or county of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using and electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of the ordinance.

Section 2. The Board of Elections of Mercer County, Ohio, is hereby direct to submit the following question to the electors of the Village of Chickasaw at the next primary election on May 7, 2013. The Aggregation Program shall not take effect unless approved by the majority of the electors voting upon this issue at the election held pursuant to this ordinance and Section 4928.20 of the Ohio Revised Code.

The form of the ballot to be used in the May 7, 2013 primary election shall be substantially as follows:

PROPOSED AGGREGATION PROGRAM
VILLAGE OF CHICKASW

A majority affirmative vote is necessary for passage.

Shall the Village of Chickasaw, Ohio, have the authority to aggregate automatically in accordance with Section 4928.20 of the Ohio Revised Code, and subject to the opt-out requirements of Division (D) of Section 4928.20, competitive retail electric service for the retail electric loads located within the Village of Chickasaw, and, for that purpose, enter into service agreements to facilitate the sale and purchase of the service for the retail electric loads, such aggregation to occur automatically except where any person elects to opt-out?

FOR THE AGGREGATION PROPOSAL

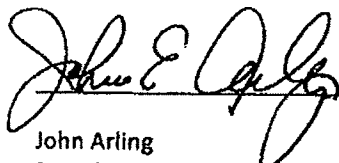
AGAINST THE AGGREGATION PROPOSAL

Section 3. Upon the approval of a majority of the electors voting at the general election provided for in Section 2 of this ordinance, the Council, individually or jointly with any other political subdivisions, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such a plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the Village of Chickasaw. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this council shall aggregate any retail electric load located within the Village unless it in advance clearly disclose to the person whose retail electric load is to be so aggregated that the person will be enrolled automatically in the aggregation and will remain so enrolled unless the person affirmatively elects by a state procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the aggregation the opportunity to opt out of the aggregation after the negotiated term, without paying a switching fee. Any such person who opts put of the aggregation pursuant to the stated procedure shall default to the electric company providing distribution service for the persons' retail electric load, until the person chooses an alternative supplier.

Section 4. Upon passage of this ordinance, the Clerk of Council shall immediately certify a copy of it to the Mercer County Board of Elections.

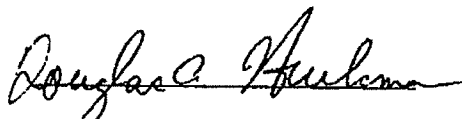
Section 5. All formal actions of the Council of the Village of Chickasaw, Ohio, relating to the adoption of this ordinance were taken in an open meeting, in accordance with Section 121.22 of the Ohio Revised Code.

Section 6. This ordinance is hereby declared to be an emergency measure for the health, safety, and welfare of the citizens of Chickasaw, Oh and shall take effect immediately. The emergency is necessary in order to meet the 4:00pm deadline with the Board of Elections.


John Arling
President of Council

January 2, 2013

Date Passed


Douglas Huelman
Mayor

January 2, 2013

Date Approved

Form No. 127 Prescribed by Secretary of State. (08/09)

CERTIFICATE OF RESULT OF ELECTION ON QUESTION OR ISSUE

Revised Code, Section 3501.11

State of Ohio
County of Mercer }The Board of Elections of Mercer County herebycertifies that at the election held in the Chickasaw Village
(Name of Subdivision)on the 7th day of May, 2013, the vote cast on the following issue was
as follows:Issue Proposed Ordinance on Electric AggregationShall the Village of Chickasaw have the authority to aggregate competitive retail electric service

(Tax levy, bond issue, miscellaneous question, etc.-describe fully)

for the retail electric loads located within the Village of Chickasaw, and for that purpose, enter intoservice agreements to facilitate the sale and purchase of the service for the retail electric loads,such aggregation to occur automatically except where any person elects to opt out?

Votes <u>Fifty three</u>	<u>53</u>
(For, yes, etc.-as on ballot)	(Number)

Votes <u>Three</u>	<u>3</u>
(No, against, etc.-as on ballot)	(Number)

Total vote cast on issue:	<u>56</u>
	(Number)

IN WITNESS WHEREOF, we have hereunto subscribed our names officially at CelinaOhio, this 18th day May, 2013.

<u>[Signature]</u>	Chair
<u>[Signature]</u>	
<u>[Signature]</u>	
<u>[Signature]</u>	

**ELECTRIC AGGREGATION
PROGRAM
Village of Chickasaw, OHIO**

PLAN OF OPERATION AND GOVERNANCE

**Adopted by the Village of Chickasaw
July 2, 2013**

1. Purpose of Electric Aggregation Program

This Operations and Governance Plan has been developed in compliance with Ohio Revised Code, Section 4928.20 regarding governmental aggregation of electric service. The Village of Chickasaw ("the Village") Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the Village to negotiate the best rates for the generation supply of electric power. It has the potential to combine residential and small commercial customers into a buying pool that will be attractive to third party suppliers. Participation in the Program is voluntary. Any individual customer has the opportunity to decline to participate (become a "Member") in the Program and to stay with or return to the standard offer of service from The Dayton Power and Light Company (DP&L) or to enter into a power supply contract with any competitive retail electric supplier.

2. The Process for Municipal Aggregation

The process of governmental aggregation is set forth in Ohio Revised Code section 4928.20. On May 7, 2013, Chickasaw voters approved the development of a form of government electric aggregation known as "opt-out" aggregation. As required by state law, the Village Council passed an Ordinance which authorized submitting the selection of opt-out aggregation to the Village's voters.

As required by regulations of the Public Utility Commission of Ohio (PUCO), the Village has developed this Electric Aggregation Program Plan of Operation and Governance" (the "Plan"). The Village will file an application with the PUCO for certification as a Government Aggregator as soon as the Village Council approves the Plan. Public notice of public hearings to consider the Plan was published in the _____ on _____ and _____, and two public hearings were conducted on _____ and _____ in accordance with section 4928.20 (C) of the Ohio Revised Code. The Opt-out Notice for the Village's Program will be sent to all eligible electric customers in the Village upon approval of this Plan.

Under the Opt-out program, all eligible electric consumers within the Village will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program. These customers can opt out during the period of time specified in the notification sent to all eligible customers which shall be at least twenty-one days from the date of the postmark on the written notice. A similar opt-out period will be offered every three years during which Members can leave the Village's Program without paying a penalty.

By vote of the Village Council of Chickasaw on _____, the Village selected DPL Energy Resources ("DPLER"), a subsidiary of DPL, Inc. as its Retail Electric Generation Provider ("Retail Electric Generation Provider" or "Provider"), to provide the electric power for the Chickasaw Aggregation Program at this time. Under this Program, The Dayton Power and Light Company ("DP&L") will continue to deliver the electricity

purchased from the Village's provider, (from DPLER) and all metering, repairs and emergency service will continue to be provided by DP&L.

All eligible load centers within the Village consuming less than 700,000 kWh over the most recent 12 months that do not opt out will be automatically enrolled in the Program. For eligible commercial and industrial customers with a peak load demand over the past 12 months of 100 kW or greater, Retail Electric Generation Provider shall pay for any interval meter required, and the customer is responsible for paying the installation and maintenance of an analog phone line or cellular phone modem.

3. Operational Plan

3.1 Provider: Chickasaw will use a contractor to perform and manage aggregation services for its Members. The Village has selected DPLER to be its Provider at this time. The Provider shall provide adequate, accurate, and understandable pricing terms and conditions of service, including any switching fees and the conditions under which a Member may rescind a contract without penalty. The Provider must provide the Village, if requested, an electronic file containing the Members' usage, and charges. The Provider must have a local Chickasaw phone number or a toll free number for Members to call.

3.2 Database: The Retail Electric Generation Provider will maintain a database of all Members, which shall include the name, address, DP&L account number, the Provider's account number for each Member and other pertinent information such as rate code, rider code (if applicable), most recent 12 months usage and demand, and meter read cycle. This database will be updated at least quarterly. The Provider shall implement a process that will be able to accommodate at a minimum Members who (i) leave the program due to relocation outside the Village, (ii) opt out; (iii) decide to enter the Program; (iv) relocate within the Village, and (v) move into the Village and desire to enter the Program. This database shall be capable of eliminating Percentage of Income Payment Plan ("PIPP") customers from the Program, those customers who are on the "Do Not Aggregate" list maintained by PUCO, those customers served by other providers of competitive retail electric service and those who have opted out.

3.3 Member Education: The Provider will develop, in consultation with the Village, an educational program that provides Members with general information about the Aggregation Program, provides updates and disclosures required by Ohio law and regulations, and implements a process to allow any Member enrolled in the Program to opt-out of the program at least every three years, without paying a penalty to the Village or to the Provider.

3.4 Customer Service: Members will have multiple means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to The Dayton Power and Light Company as appropriate, questions regarding the Program administration should go to the Village, and any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or The Ohio Consumers' Counsel (for

Members who are residential consumers). Listed below is a table of toll-free numbers for members to call for assistance.

Nature of Complaint	Contact	Phone Number
Power interruptions or outages	The Dayton Power and Light Co.	1-877-468-8243
Power turn on/off	The Dayton Power and Light Co.	1-877-468-8243
Billing disputes	The Dayton Power and Light Co.	1-877-468-8243
Joining/leaving Program	DPL Energy Resources	1-888-674-3753
Unresolved disputes	Public Utilities Commission of Ohio	1-800-686-7826
	Ohio Office of Consumers' Counsel	1-800-613-6743

Members should make all efforts to address complaints or concerns in accordance with the guidance provided above for Handling Customer Complaints. If Members are unable to resolve their concerns through these channels, they may contact the Public Utilities Commission of Ohio or (if they are residential customers) the Ohio Office of the Consumers' Counsel at the telephone numbers set forth above.

3.5 Billing: The Dayton Power and Light Company will include Provider's charges for generation service on its monthly invoice. There will be no administrative fee for billing charged by the Provider. Provider may provide a budget billing option to residential accounts for supplier related charges. Provider must be able to obtain at least 7 months of historical usage for the account or premise. Billing statements rendered by DP&L reflecting charges of Provider shall comply with the guidelines issued by PUCO.

Members are required to remit and comply with the payment terms of The Dayton Power and Light Company. This Program will not be responsible for late or no payment on the part of any of its Members. Collection and credit procedures remain the responsibility of The Dayton Power and Light Company, the Provider and the individual Member.

3.6 Notification to Dayton Power & Light: The Village's DP&L consumers that do not opt-out of the Village's Aggregation Program will be enrolled automatically in the Program. Members in the Village's Aggregation Program will not be asked to take other affirmative steps in order to be included in the Program. To the extent that DP&L requires notification of participation by Members, the Village will coordinate with the Provider to submit such notice to DP&L. Provider will inform DP&L of any consumers who may have been permitted to join the Program after the expiration of the enrollment period.

3.7 Rates: The prices to be charged by the Retail Electric Generation Provider to Members in the Program will be set by Village Council after negotiations with the Provider. Members will be notified of the rates and terms of the Program through the local newspaper and the Village's website and in Opt-out forms sent to all eligible consumers by the Provider. Final Opt-out forms and any supplemental Opt-out forms will be docketed with the PUCO no more than 30 days but at least 10 days prior to mailings as the regulations require.

3.8 Charges: Certain fees assessed by DP&L are non-bypassable, and will continue to be billed by the DP&L. These charges apply whether a consumer in the Village becomes a Member of the Program or opts out.

3.9 Switching Fees: There are no switching fees assessed to customers that join the governmental aggregation program from the DP&L standard offer. The Provider shall not assess a fee to join the Program.

3.10 Program Participation: Customers who meet the following criteria will become members of the aggregation Program:

- Have not opted out of the Program
- Are not participants in the Percentage of Income Payment Plan (PIPP)
- Are not included on the PUCO's "Do Not Aggregate" List
- Are not receiving competitive retail electric service from another provider
- Are not receiving service under a special arrangement with DP&L
- Have a DP&L rate code that permits shopping for electric generation supplies.

3.11 Opt-Out Disclosure: The Village has adopted an "Opt-out" form of Governmental Aggregation pursuant to section 4928.20 of the Ohio Revised Code. The Village will notify in writing consumers owning, occupying or using a load center that the consumers will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the consumer affirmatively elects by the following procedure not to be so enrolled. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided by DP&L unless or until the person chooses an alternative Supplier.

Opt-out Procedure:

1. The Village distributes the Opt-Out Form (refer to Exhibit A "Automatic Aggregation Disclosure");
2. Recipients have at least twenty-one (21) days from the date of postmark on the written notice to notify the Village or its designee of election to opt out;
3. The Village will exclude those opting out from the Program;
4. Customers who do not opt out using this procedure will receive written notification from The Dayton Power and Light Company stating that they are about to be switched to the Program and have seven (7) days if they wish to rescind the contract;
5. The Provider will commence generation service to Members who have not rescinded their contracts within the seven (7) day notification period beginning with the Member's normal meter read date within the month when power deliveries begin under the Aggregation Program.

6. Every three years, Members will be notified of their right to opt out of the Program without paying any penalty, following the same procedure for opting out set forth above.
7. At any other time, a Member may opt out of the Program but may be required to pay an early termination fee.

3.12 Policies for Customers Moving Into/Out of the Municipality: Members who have left the Program or who have moved into the Village may contact the Village or its Provider at any time to obtain enrollment information. There is, however, no guarantee that customers opting in at a later date will receive the same price, terms and conditions as did the initial participants.

3.13 Reliability of Power Supply: The Program will only affect the generation source of power. The Dayton Power and Light Company will continue to deliver power through its delivery systems. Responsibility for maintaining system reliability continues to rest with the local utility. If Members have service reliability problems, they should contact DP&L for repairs. The PUCO has established "Minimum Reliability Standards" for all utilities operating distribution systems in Ohio. Customer outages, duration of outages, interruptions, etc., will be monitored to ensure reliability remains at satisfactory levels.

In addition to maintaining the "wires" system, DP&L is required to be the "Provider of Last Resort." This means, should the selected Provider fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, DP&L will immediately provide for the shortfall. DP&L would then bill the Provider for the power provided on their behalf. The Members would incur no additional cost.

4. **Chickasaw's Retail Electric Generation Provider: DPL Energy Resources, Inc.**

DPLER satisfies each of the following requirements:

- Sufficient sources of power to provide retail firm power to Members in the Village
- Certified by PUCO as a provider of competitive retail electric service
- Registered as a generation provider with DP&L
- Certified Supplier Agreement executed with DP&L
- Management and personnel in place to sell retail firm power to DP&L customers in the Village
- Call center capable of handling the Village's Aggregation Program Member inquiries and customer service complaints
- Toll-free number as required by PUCO for customer service complaints relating to the Village's Aggregation Program
- Will execute Master Service Agreement with the Village
- Will assist the Village in filing the annual reports required by PUCO and Section 4905.10(A), Section 4911.18(A) and Section 4928.06(F) of the Ohio Revised Code.
- Will administer the opt-out process
- Will develop Consumer Education Plan in consultation with the Village.

5. Changes, Extension or Renewal of Master Service Agreement

If the Master Service Agreement is extended or renewed past the initial contract period, Members will be notified as required by law and PUCO rules as to any change in rates or service conditions. At least every three years all DP&L customers in the Village who are Members will be given an opportunity to opt out of the Program, and Opt out notices will be provided as required by PUCO rules. Members will also be notified of their right to return to DP&L's Standard Service Offer or to select an alternate generation supplier.

6. Termination of Master Service Agreement

If the Master Service Agreement is terminated prior to the end of the Term, each individual Member of the Program will receive written notification of the termination of the Program at least sixty (60) days prior to termination of service. If the Master Service Agreement is not extended or renewed, Members will be notified as required by law and PUCO rules in advance of the end of service. Members will also be notified of their right to select an alternate generation supplier and of their ability to return to DP&L's Standard Service Offer upon termination.

7. Liability

THE VILLAGE SHALL NOT BE LIABLE TO MEMBERS IN THE AGGREGATION PROGRAM FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE AGGREGATION PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY THE VILLAGE OR THE PROVIDER. MEMBERS IN THE AGGREGATION PROGRAM SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE PROVIDER PURSUANT TO THE MASTER SERVICE AGREEMENT.

8. Funding the Aggregation Program

The primary expenses of the Program are expected to be publication of notices, written notification to customers, regulatory fees and registration with the PUCO. These expenses and administrative fees will be the responsibility of the selected Provider.

September __, 2013

The Village of Chickasaw has arranged a lower, fixed price for electric supply

Dear Chickasaw Business,

Voters in Chickasaw approved a governmental aggregation program in 2013 to bring citizens together as a buying group and lower the cost of electricity. Through governmental aggregation, savings are made possible through a retail electric supplier certified by the Public Utilities Commission of Ohio, which provides the generation and transmission service of your electricity (the largest portion of your electric bill). **Your local utility, Dayton Power & Light, continues to handle the distribution of the power to your home, restores power after outages and maintains your lines.**

It's Smart.

Chickasaw selected DPL Energy, an affiliate of Dayton Power & Light, to provide you with savings on your electric generation through _____.*. DPL Energy is an Ohio-based company. There is no cost for enrollment, and you will not be charged a switching fee.

It's Fair.

As a member of the aggregation group, your price will be ____* cents per kilowatt-hour for commercial accounts. You will begin to see savings from DPL Energy after your enrollment has been accepted in approximately 30 to 45 days, depending on when DP&L reads your meter. You will continue to receive a single, easy-to-read bill from Dayton Power & Light with your DP&L Energy charges included.

Participation in the aggregation program is voluntary. No action is needed if you would like to be included in the savings offered through your community program; however, if you wish to be excluded from the discounted rate, you must return the enclosed opt out form by _____.*. If you choose to opt-out of the aggregation prior to the commencement of the program, you will be served by the utility's standard service offer unless you choose an alternate provider. 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.

It's Simple.

Dayton Power & Light will send you a letter confirming your selection of DPL Energy as your electric generation provider and grant you seven days from the postmark date to cancel your contract with DPL Energy. Enclosed is a sample copy of the utility letter. To remain in the Chickasaw electric governmental aggregation program and ensure your savings, you do not have to take any action when this letter arrives—it serves as your confirmation that you are successfully enrolled for savings!

If you have any questions, please call DPL Energy at 1-800-319-1324 Monday through Friday, 8 a.m. to 5 p.m.

Regards,

Village of Chickasaw

*To be determined

Opt-Out Form – Chickasaw Electric Governmental Aggregation Program**Option 1 – Do nothing and save.**

If you want to participate in the aggregation program and save, you do not need to return this form. Your enrollment is automatic.

OR**Option 2 – Opt out by returning this form.**

If you do not want to participate in this program, you must mail this form before _____*, 2013.

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

☐ **I wish to opt out of the Chickasaw Aggregation Program. (Check to opt out.)**

Service Address (City, state and zip): _____

10 Digit Account Number: _____ Phone No.: _____

Account Holder's Signature: _____ Date: _____

Mail the completed form by _____, 2013 to:

Chickasaw Electric Aggregation Program, DP&L Energy, 1065 Woodman Dr., Dayton, OH 45432

*To be determined

September __, 2013

Chickasaw has arranged a lower, fixed price for electric supply

Dear Chickasaw Resident,

Voters in Chickasaw joined together and approved a governmental aggregation program in 2013 to bring citizens together as a buying group and lower the cost of electricity. Through governmental aggregation, savings are made possible through a retail electric supplier certified by the Public Utilities Commission of Ohio, which provides the generation and transmission service of your electricity (the largest portion of your electric bill). **Your local utility, Dayton Power & Light, continues to handle the distribution of the power to your home, restores power after outages and maintains your lines.**

It's Smart.

Chickasaw selected DP&L Energy, an affiliate of Dayton Power & Light, to provide you with savings on your electric generation through _____. DP&L Energy is an Ohio-based company. There is no cost for enrollment, and you will not be charged a switching fee.

It's Fair.

As a member of the aggregation group, your price will be ____* cents per kilowatt-hour for residential accounts. You will begin to see savings from DP&L Energy after your enrollment has been accepted in approximately 30 to 45 days, depending on when Dayton Power & Light reads your meter. You will continue to receive a single, easy-to-read bill from Dayton Power & Light with your DP&L Energy charges included.

Participation in the aggregation program is voluntary. No action is needed if you would like to be included in the savings offered through your community program; however, if you wish to be excluded from the discounted rate, you must return the enclosed opt out form by _____. If you choose to opt-out of the aggregation prior to the commencement of the program, you will be served by the utility's standard service offer unless you choose an alternate providing. 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.

It's Simple.

Dayton Power & Light will send you a letter confirming your selection of DP&L Energy as your electric generation provider and grant you seven days from the postmark date to cancel your contract with DP&L Energy. Enclosed is a sample copy of the utility letter. To remain in the Chickasaw electric governmental aggregation program and ensure your savings, you do not have to take any action when this letter arrives—it serves as your confirmation that you are successfully enrolled for savings!

If you have any questions, please call DP&L Energy at 1-800-319-1356 Monday through Friday, 8 a.m. to 5 p.m.

Regards,

Village of Chickasaw

*To be determined

Opt-Out Form – Chickasaw Electric Governmental Aggregation Program**Option 1 – Do nothing and save.**

If you want to participate in the aggregation program and save, you do not need to return this form. Your enrollment is automatic.

OR**Option 2 – Opt out by returning this form.**

If you do not want to participate in this program, you must mail this form before ____*.

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

☐ **I wish to opt out of the Chickasaw Aggregation Program. (Check to opt out.)**

Service Address (City, state and zip): _____

10 Digit Account Number: _____ Phone No.: _____

Account Holder's Signature: _____ Date: _____

Mail the completed form by to:

Chickasaw Electric Aggregation Program, DP&L Energy, 1065 Woodman Dr., Dayton, OH 45432

*To be determined

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 The Dayton Power and Light Company. DPLER is an unregulated affiliate of DPL and is not the utility. This Agreement is subject to the Master Agreement between DPLER and _____ ("Community") dated _____

("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 100 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 17 of this Agreement.

2. Nature of the Services - If you do not opt-out or rescind, we agree to provide electric generation supply, which currently includes all electric energy, capacity, by-passable ancillary services, by-passable 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. Pursuant to Section 4, after the expiration of the term specified in the opt-out notice service may continue under the conditions specified in that section

4. CONTRACT EXPIRATION/SERVICE CONTINUATION -
IF YOUR COMMUNITY DOES NOT RENEW THE MASTER AGREEMENT WITH US AND ELECTS TO DISCONTINUE THE MUNICIPAL AGGREGATION PROGRAM, THIS AGREEMENT WILL EXPIRE UNLESS:

(A) WE ELECT TO CONTINUE THIS AGREEMENT WITH NO CHANGES IN THE SPECIFIED RATE OR TERMS. YOU WILL RECEIVE A NOTICE IN WRITING FROM US THAT THERE ARE NO CHANGES IN THE SPECIFIED RATE OR TERMS AND THAT THIS AGREEMENT WILL AUTOMATICALLY CONTINUE FOR A TERM EQUAL TO THE TERM OR ANY RENEWAL TERM, WHICHEVER IS APPLICABLE, UNLESS YOU AFFIRMATIVELY CANCEL IT. THE WRITTEN NOTICE WILL SPECIFY WHAT ACTIONS YOU MUST TAKE TO CANCEL THIS AGREEMENT; OR

(B) WE ELECT TO PROPOSE CHANGES IN THE SPECIFIED RATE OR TERMS TO CONTINUE SERVICE. NOT MORE THAN 90 DAYS OR LESS THAN 45 CALENDAR DAYS BEFORE THE EXPIRATION OF THE TERM OR ANY RENEWAL TERM (WHICHEVER IS APPLICABLE) OR ANY SUBSEQUENT DATE ON WHICH WE PROPOSE TO CHANGE THE SPECIFIED RATE OR TERMS OF OUR SERVICE, YOU WILL RECEIVE A NOTICE IN WRITING FROM US THAT DESCRIBES THE PROPOSED CHANGES IN OUR SPECIFIED RATE OR TERMS AND STATES THAT THIS AGREEMENT WILL RENEW AT THE SPECIFIED RATE AND TERMS UNLESS YOU AFFIRMATIVELY CANCEL THIS AGREEMENT. WE WILL ALSO PROVIDE YOU A SECOND NOTICE AT LEAST 35 CALENDAR DAYS BEFORE THE EXPIRATION OF SUCH TERM OR THE DATE ON WHICH WE PROPOSE TO CHANGE THE SPECIFIED RATE OR TERMS OF OUR SERVICE. IN THESE NOTICES WE WILL EXPLAIN YOUR OPTIONS, WHICH MAY INCLUDE CONTINUATION OF THIS AGREEMENT, THE SPECIFIED RATE, PROPOSED CHANGES IF ANY, AND WHAT ACTIONS YOU MUST TAKE TO CANCEL THIS AGREEMENT.

YOU ARE RESPONSIBLE FOR ARRANGING YOUR ELECTRIC SUPPLY UPON THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

5. Price - The price to Customer for Service received under this Agreement shall be \$_____ per kilowatt-hour.

6. 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.

7. 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 1-800-544-6900. 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. Budget billing is available through the utility.

8. 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.

9. 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/environmental_disclosures. 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.

10. Contacting Us - You can reach us:

- By mail at 1065 Woodman Drive, Dayton, Ohio 45432;
- By telephone at 1-800-319-1356
- Internet: www.dplenergy.com

Our 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 8:00 AM to 5:00 PM EST, 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 acceptance of the enrollment by your Utility, and the end

of the seven (7) day rescission period.

13. Opt-Out - At least every three (3) 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.

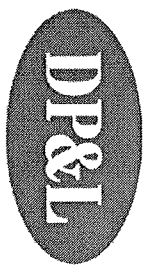
14. Miscellaneous - You have the right to request your Service payment history from us twice within a 12 month period for up to the 24 month period predating the request without charge. If you switch back to the Utility you may not be served at the same rates, terms and conditions as other Utility customers. 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 \$25 per Residential or Commercial Account.

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 100kW for the most recent twelve month period, Interval Meters are required by the Utility. Customer agrees to pay the cost of the interval meter and associated telecommunications that may be required by Duke Energy Ohio, Inc. to transmit the interval meter information to the Utility.



Energy

APPLICANT'S EXPERIENCE AND PLAN FOR PROVIDING AGGREGATION SERVICES

The Applicant Village of Chickasaw has contracted with DPL Energy Resources, Inc. (DPLER) to provide administrative and retail generation supply services for all eligible aggregation group customers who do not opt out of the aggregation program.

DPLER is highly capable of serving the Chickasaw community with competitively priced electricity supply options. DPLER is a PUCO Certified Retail Electric Supplier and is currently serving residential and business customers in the service territories of eight utilities across two states. DPLER also has the experienced staff, procedures, financial resources, systems and vendor relationships in place to effectively implement an aggregation program in a manner that will provide outstanding customer service and customer savings. DPLER has contracted to serve customers in forty-one (41) opt-out aggregation programs. Over 130,000 customers are within the ComEd service territory, approximately 7,000 customers in the DP&L service territory, 4,000 customers in the AEP service territory and 11,000 in the Duke Ohio service territory in communities surrounding the City of Cincinnati. DPLER consistently ranks in the top 25 retail suppliers nationally based on size.

DPLER has an established relationship with an Ohio-based customer service organization that utilizes over 1,200 employees and has 30 years of experience to manage DPLER's existing mass market telephonic and customer service responsibilities. Its representatives have direct access into the DPLER customer information system and can provide timely account-specific information to prospects and customers. The conversations between customers/prospects customer service representatives are recorded, and DPLER leadership receives daily performance information and participates in weekly calls with the leadership of our customer service organization.

Billing for retail generation supply will continue to be performed by the electric distribution utility, The Dayton Power and Light Company, and the billing process will be coordinated with DPLER to ensure compliance with PUCO rules regarding billing and payment.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/19/2013 4:57:11 PM

in

Case No(s). 13-1610-EL-GAG

Summary: Application Supplemental Information for Application electronically filed by Mr. Andrew J Sonderman on behalf of DPL Energy Resources, Inc.