



Working For You Today And Tomorrow

REGULATORY SERVICES

January 4, 1999

Mr. Martin Hengely
Tariff Section, Docketing Division
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

Re: Tariff Filing in Case Nos. 89-6004-EL-TRF and 96-406-EL-COI

Dear Mr. Hengely:

Pursuant to the Commission's Entry dated December 30, 1998, in Case No. 96-406-EL-COI, The Dayton Power and Light Company herewith submits for filing four (4) copies of the following tariff sheets for Electric Service (P.U.C.O. No. 16). The tariff sheets bear an effective date of January 4, 1999.

Electric Service P.U.C.O. No. 16

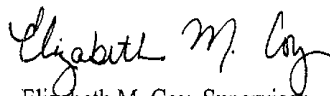
| <u>Tariff Sheet</u> | <u>Description</u> |
|----------------------------------|--|
| Twelfth Revised Sheet No. 1 | Table of Contents |
| Sixty-Second Revised Sheet No. 2 | Tariff Index |
| Fourteenth Revised Sheet No. 28 | Conjunctive Electric Service Pilot Program |

The following tariff sheets have been superseded and hereby withdrawn:

Electric Service P.U.C.O. No. 16

| <u>Tariff Sheet</u> | <u>Description</u> |
|---------------------------------|-------------------------|
| Eleventh Revised Sheet No. 1 | Table of Contents |
| Sixty-First Revised Sheet No. 2 | Tariff Index |
| Thirteenth Revised Sheet No. 28 | Reserved for Future Use |

Sincerely,


Elizabeth M. Coy, Supervisor

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. Cox Date processed Jan 6, 1999

THE DAYTON POWER AND LIGHT COMPANY
DP&L Building
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Filed pursuant to the Entry in Case No. 96-406-EL-COI dated December 30, 1998 of the Public
Utilities Commission of Ohio.

Issued January 4, 1999

Effective January 4, 1999

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ALLEN M. HILL, President and Chief Executive Officer

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| 1 | Twelfth | Table of Contents | 1 | January 4, 1999 |
| 2 | Sixty-Second | Tariff Index | 3 | January 4, 1999 |

GENERAL SERVICE RULES AND REGULATIONS

| | | | | |
|----|--------|--|----|------------------|
| 3 | Second | Application and Contract For Service | 2 | February 1, 1992 |
| 4 | First | Credit Requirements of Customer | 1 | February 1, 1992 |
| 5 | Third | Billing and Payment for Electric Service | 5 | February 1, 1992 |
| 6 | Sixth | Disconnection-Reconnection Of Service | 6 | February 1, 1992 |
| 7 | First | Meters and Metering Equipment - Location and Installation | 2 | February 1, 1992 |
| 8 | Second | Service Facilities - Location and Installation | 3 | February 1, 1992 |
| 9 | Second | Equipment on Customer's Premises | 2 | February 1, 1992 |
| 10 | First | Use and Character of Service | 5 | February 1, 1992 |
| 11 | First | Emergency Electrical Procedures | 14 | February 1, 1992 |
| 12 | Second | Extension of Electric Facilities | 3 | February 1, 1992 |
| 13 | First | Extension of Electric Facilities to House Trailer Parks | 2 | February 1, 1992 |
| 14 | Second | Definitions and Amendments | 3 | February 1, 1992 |

ELECTRIC FUEL COMPONENT

| | | | | |
|------|---------------|-------------------------------|----|-------------------|
| 15 | Seventh | Electric Fuel Component Rate | 55 | February 20, 1987 |
| 15-A | Thirty-Fourth | Electric Fuel Component Rider | 1 | August 3, 1998 |

RATE SCHEDULES

| | | | | |
|----|-------------|----------------|---|-----------------|
| 16 | Seventeenth | Residence Rate | 2 | January 3, 1994 |
|----|-------------|----------------|---|-----------------|

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| 17 | Seventeenth | Optional Residential Heating Rate | 4 | January 3, 1994 |
| 17-A | First | Reserved for Future Use | 1 | February 1, 1992 |
| 18 | Third | Miscellaneous Charges | 1 | February 1, 1992 |
| 19 | Seventeenth | General Service Secondary Rate | 4 | January 3, 1994 |
| 19-A | Seventh | Reserved for Future Use | 1 | May 11, 1983 |
| 20 | Seventeenth | General Service Primary Rate | 4 | January 3, 1994 |
| 21 | Sixteenth | General Service Primary-Substation Rate | 4 | January 3, 1994 |
| 22 | Seventeenth | General Service Transmission Rate | 4 | January 3, 1994 |
| 22-A | Ninth | Interruptible Service Rate | 5 | January 3, 1994 |
| 22-B | Original | Small Volume Interruptible Rate | 3 | February 1, 1992 |
| 22-C | Original | Small Volume Curtailable Rate | 3 | February 1, 1992 |
| 23 | Fourteenth | Non-Firm Service Rate | 6 | May 15, 1997 |
| 24 | Thirteenth | Reserved for Future Use | 1 | February 1, 1992 |
| 25 | Sixteenth | Private Outdoor Lighting Service Rate | 3 | January 3, 1994 |
| 26 | Sixteenth | Direct Current Rate | 2 | January 3, 1994 |
| 27 | Sixteenth | School Rate | 2 | January 3, 1994 |
| 28 | Fourteenth | Conjunctive Electric Service Pilot Program | 18 | January 4, 1999 |

RIDERS AND MISCELLANEOUS RATE SCHEDULES

| | | | | |
|------|----------|--|---|------------------|
| 23-A | Original | Non-Firm Service Rate Rider Hourly Replacement Power Service Rate | 2 | May 15, 1997 |
| 23-B | Original | Non-Firm Service Rate Rider Fixed Term Replacement Power Service Rate | 2 | May 15, 1997 |
| 23-C | Original | Non-Firm Service Rate Rider Third Party Replacement Power Service Rate | 3 | May 15, 1997 |
| 29 | Fourth | Reserved for Future Use | 1 | February 1, 1992 |

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|------------------|----------------|---|------------------------|------------------------------------|
| 30 | Sixth | Reserved for Future Use | 1 | February 1, 1992 |
| 31 | Eighth | Interim Emergency and Temporary PIP Plan Rider | 1 | August 1, 1997 |
| 32 | Sixth | Reserved for Future Use | 1 | February 1, 1992 |
| 33 | Fifth | Reserved for Future Use | 1 | February 1, 1992 |
| 34 | Eighth | Partners in Business Plus Incentive Rate Rider | 5 | August 25, 1997 |
| 35 | Seventh | Partners in Business Incentive Program Rate Schedule Rider | 3 | July 13, 1995 |
| 36 | Fifth | Business and Government Incentive Program Rate Schedule Rider | 4 | April 14, 1993 |
| 37 | Third | Reserved for Future Use | 1 | May 11, 1983 |
| 38 | Original | Street Lighting Energy Only Rate | 4 | November 13, 1984 |
| 39 | Third | Experimental Residential Cogeneration and Small Power Producer Rate | 2 | February 1, 1992 |
| 40 | Third | Experimental Non-Residential Cogeneration and Small Power Producer Rate | 2 | February 1, 1992 |
| 41 | Original | Experimental Cogeneration and Small Power Producer Rider | 1 | April 20, 1983 |

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ELECTRIC SERVICE
CONJUNCTIVE ELECTRIC SERVICE PILOT PROGRAM

APPLICABLE:

Available to any Group of DP&L Customer accounts who chooses to aggregate their electric service requirements in accordance with the PUCO Guidelines for Conjunctive Electric Service (CES) Pilot Program and who qualifies in accordance with the terms and conditions of this tariff sheet for DP&L's Conjunctive Electric Service Pilot Program. A Group may designate a Member of the Group to act as their Group Representative or they may be represented by an Aggregator registered with the PUCO. Service under this Tariff Sheet No. 28 will be available for a period of two years, beginning on the Effective Date.

CHARACTER OF SERVICE:

The character of service will be the same as the individual Customer locations receive or would receive on one of the otherwise applicable firm service tariff sheets of the Company: Residence, Optional Residential Heating, General Service Secondary, General Service Primary, General Service Primary-Substation, General Service Transmission, or School Rate.

DEFINITIONS:

"Agency Billing" shall mean the process whereby all Members of a Group, by virtue of their unanimous consent and the Aggregator's compliance with all requirements, will be billed by and make payments to the Aggregator (known as the Billing Agent) for DP&L electrical services rendered to the Members.

"Aggregator" shall mean a customer representative who has registered with the PUCO to act on behalf of a Group of DP&L customers in order to negotiate and administer service under DP&L's CES Pilot Program. In order to represent a specific Group, an Aggregator must be designated by all Members on their Customer Consent Forms.

"Billing Agent" shall mean an Aggregator who is providing Agency Billing services to its Group. Billing Agents must execute a separate Agency Billing Agreement with DP&L.

"Commission" shall mean the Public Utilities Commission of Ohio (PUCO).

"Company" shall mean The Dayton Power and Light Company.

"Customer" shall mean the person, firm, corporation or other entity who has entered into a contract with DP&L for electrical service at a specific location by virtue of their Application for Service. With respect to

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DP&L's CES Pilot Program and in spite of any change made to the usual billing or payment relationship between DP&L and the Customer, the Customer is still responsible in full for timely payment of all of the Customer's bills for DP&L utility services.

"Customer Consent Form" shall mean the form presented on page 17 of this Tariff Sheet No. 28.

"Customer Information Release Form" shall mean the form presented on page 18 of this Tariff Sheet No. 28.

"DP&L CES Pilot Program" shall mean the electric service program available to Members in accordance with the terms and conditions of the PUCO's Guidelines for Conjunctive Electric Service, DP&L's Tariff Sheet No. 28, and their Group's CES Service Agreement.

"DP&L CES Program Administrator" shall mean DP&L's designated point of contact for all completed forms, or other administrative correspondence, sent to DP&L by Customers, Aggregators or Group Representatives. The DP&L CES Program Administrator will also issue all CES administrative correspondence from DP&L to Customers, Group Representatives, or Aggregators.

"End-Use Consumer" shall mean the person, firm, corporation, or other entity using electricity delivered to the premises, building, or establishment.

"Group" shall mean an aggregation of DP&L customers or accounts recognized by DP&L as a CES Group by virtue of having submitted to the DP&L CES Program Administrator a Group Application Form that matches one-for-one with a complete set of valid Customer Consent Forms, one from each Member, also submitted to the DP&L CES Program Administrator.

"Group Application Form" shall mean the form presented on page 16 of this Tariff Sheet No. 28.

"Group Representative" shall mean a Member of a Group who owns or operates all of the facilities in the Group and who chooses to act on their behalf in negotiating and administering the Group's CES Service Agreement. The Group Representative will function in lieu of an Aggregator, but does not need PUCO approval. Therefore, Group Representatives will not be included on the list of PUCO-registered Aggregators provided to Customers upon request.

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"Member" shall mean any End-Use Consumer or Customer who is part of a CES Group qualified for electrical service under DP&L's CES Pilot Program.

"Service Agreement" shall mean the Group's CES contract required for service under the DP&L CES Pilot Program that contains the Group specific rate structure negotiated by DP&L and the Group Representative or Aggregator which is signed by DP&L and the Member.

RATE PER MONTH:

Base rates charged for CES will be determined on a Group specific basis, and specified within each Group's service agreement. These rates will be negotiated between DP&L and Group Representative or Aggregator. The negotiated rate structure will be based on Members' previous twelve months bill determinants as provided by the Company and will be equal to the twelve months base revenues associated with this set of bill determinants. Two adjustments may be made to the twelve (12) months of historic base revenues that is the annual revenue requirement for the negotiated Group rate design.

1. The required base revenues of the Group may be reduced if the Group Representative or Aggregator can demonstrate known and measurable cost savings to DP&L.
2. Any additional expenses which DP&L incurs due to the implementation of the CES Pilot Program or the addition of the specific Group to CES will be added to this historic base revenue figure for the purpose of rate design. These additional expenses may include, but are not limited to:
 - a. Purchasing and installing new meters required to apply a special rate design,
 - b. Programming of the Company's Customer Service System (CSS) to properly render bills and generate reports relating to the CES Pilot Program.
 - c. Reprogramming of the CSS system to separate gas utility bills from electric bills if third party billing is performed, as well as ongoing administrative costs that result from such separation.
 - d. Providing customers with historical usage information beyond that which is currently available on the CSS system.
 - e. Development of bill inserts and bill messages to notify customers of the availability of the program in accordance with the CES Guidelines.
 - f. Other expenses that are outside the normal operations of the Company.

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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.

EMISSIONS FEE RECOVERY RIDER:

Billing under this Rate Sheet shall include an Emissions Fee Recovery Rider as such rider may exist during this CES Pilot Program.

DELAYED PAYMENT CHARGE:

Payment of the total amount due must be received by the Company or an authorized agent of the Company by the due date shown on the bill. If Company does not receive payment in full by the indicated due date, 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 Members enrolled in income payment plans pursuant to Section 4901:1-18-04(B), Ohio Administrative Code, or other Company approved payment plan arrangements.

RETURNED CHECK CHARGE:

The Returned Check Charge contained on Sheet No. 18 of this tariff shall be added to the Member's account each time a check is returned by the financial institution. Any Member 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.

VOLTAGE METERING ADJUSTMENT:

General Service Secondary rates are based upon secondary voltage service and metering. When metering for these customers is at primary voltage, both kilowatt billing demand and energy kilowatt-hours will be adjusted downward by 1% for billing purposes.

General Service Primary and General Service Primary-Substation rates are based upon primary voltage service and metering. When metering for these customers is at secondary voltage, both the kilowatt billing demand and the energy kilowatt-hours will be adjusted upward by 1% for billing purposes.

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The General Service Transmission rate is based upon transmission voltage service and metering. When metering for these customers is at primary voltage, both the kilowatt billing demand and the energy kilowatt-hours will be adjusted upward by 1% for billing purposes.

Members who were subject to one of the adjustments mentioned above prior to joining CES will be subject to the same adjustment while taking service under this Tariff Sheet No. 28.

METERING:

If the Member and the Group Representative or Aggregator agree that the Member shall either own, install or maintain the Member's metering equipment (including any ancillary wiring and attachments) during the pilot program, the following conditions shall apply:

1. In order to insure the safety of the Member, the Company and third parties, the Member shall install his metering equipment separate, distinct, adjacent to and immediately after the Company's metering equipment at the Member's expense. The Company is not responsible for any injuries to person or property arising from, caused by, or incident to the failure on the part of the member to properly install, operate or maintain the member's metering equipment, or for any defects therein.
2. Company reserves the right to access, inspect and seal any customer meter(s) that may ultimately affect the billing to the customer.

SPECIAL TERMS AND CONDITIONS:

Group Representation: The Company is not liable for the acts or omissions of any Group Representative or Aggregator participating under the terms and conditions of this tariff. The Company does not guarantee or warrant any services provided by a Group Representative or Aggregator, nor that Customers will experience any bill savings through the use of aggregation.

Participation: Groups will be processed on a first-come, first-served basis in accordance with procedures outlined in the Group Formation section until a total of 30 MW has been reserved by Members being served by DP&L's CES Pilot Program. At such time as the initial 30 MW is fully subscribed, the parties to DP&L's Case No. 96-406-EL-COI will reconvene to determine if, how, and when the program will be expanded.

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Service Agreement: Service under this Tariff Sheet No. 28 must be pursuant to a CES Service Agreement signed by Group Members, DP&L, and the Group Representative or Aggregator specifying the terms, conditions, rates and charges under which CES will be supplied to Members. Said CES Service Agreement must be for a minimum period of one (1) year. Should DP&L receive a Group Application Form during the second year of the CES Pilot Program, the parties to DP&L's Case No. 96-406-EL-COI will reconvene to determine if the program will be extended to accommodate such a request. Should certain regulatory or legislative changes occur in Ohio such that Customers have substantially more choices as to the provider of their electric energy in the future, a Member, the Aggregator, or the Company may ask the Commission to take a "fresh look" at the CES Service Agreement to modify or terminate it if any party to the Agreement is adversely impacted by its continuance.

Registered Aggregator List: Company shall provide, upon request by a Customer, a current list of Aggregators registered with the PUCO for DP&L customers. Only those Aggregators already registered with the PUCO may be designated on Customer Consent Forms.

Group Size: Any Group with a residential Member will be considered a Residential Group that must have no more than one thousand (1,000), and no fewer than, one hundred (100) Members. Nonresidential Groups must not have more than one thousand (1,000), and no fewer than, two (2) Members.

Group Formation: In order to be considered for service under this tariff, the Group Application Form listing all Members of the proposed Group must be completed in its entirety, and reflect a facsimile time-stamp after 8:00 a.m. Eastern Time of the effective date of this tariff. An individual facsimile must be received for each Aggregated Group, and an Aggregator may not send more than one facsimile per phone call, nor may an Aggregator send facsimiles from more than one facsimile machine at a time.

The DP&L CES Program Administrator must receive from each Member a Customer Consent Form indicating that the Customer desires to be represented by the same Group Representative or Aggregator specified on the Group Application Form. All forms received by facsimile must be sent via DP&L's dedicated CES facsimile line (937) 643-5115. Upon verification of receipt of the Group Application Form and a complete set of Customer Consent Forms, the Group will be considered eligible for CES and will be placed in the queue for rate negotiations.

Order of Group Negotiations: Rates will be designed, negotiated, and provided to Groups on a first come, first served basis in the order that Groups became eligible for CES. The date and time printed on the last

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Customer Consent Form needed to complete the Group's set of paperwork received by fax will serve to indicate the official order of negotiations. Group Applications (or Customer Consent Forms) received by mail or other delivery service will be stamped "5:00pm" on the day received by the DP&L CES Program Administrator.

Customer Consent Forms: In order to participate in this pilot program, each Customer who wishes to be included in a given Aggregated Group must designate the Group Representative or Aggregator on the Customer Consent Form sent to the DP&L CES Program Administrator. A Customer may only have one designated Group Representative or Aggregator at any given time.

The Group Representative or Aggregator is responsible to assure that a Customer does not have multiple Customer Consent Forms for different Groups. Failure to resolve a discrepancy, within seven (7) business days of advising the affected Group Representatives or Aggregators, the situation of a Customer being included in more than one Group Application (or already included in a recognized Group) shall result in the suspension of the processing of all Group Applications in which that particular Customer is involved.

Customer Usage Information: If a Customer wishes to release its usage information to a Group Representative or Aggregator, the Customer must complete and send a Customer Information Release Form to the DP&L CES Program Administrator. Following receipt of the Customer Release Form, usage determinants and billed dollar amounts for the Customer's most recent twelve (12) month period will be sent to the Group Representative or Aggregator and a copy will be sent to the Customer at no charge. Any customer information requests for more than the most recent twelve (12) month period will be assessed the following charges for each account for each additional year of information requested:

- a. \$16.50 for Customer information that is 13-36 months old.
- b. \$32.25 for Customer information older than 36 months.

If twelve (12) months of customer data is not available, DP&L will work with the Group Representative or Aggregator to estimate that customer's usage history during the negotiation of the Group's CES Service Agreement.

Negotiation of the CES Service Agreement: DP&L shall use its best efforts to negotiate the terms of the CES Service Agreement with the Group Representative or Aggregator. For the purposes of this tariff, "best efforts" with respect to negotiations with a Group Representative or Aggregator will not be defined to require DP&L to use its resources in a manner that impairs negotiations with other aggregated Groups or which would require DP&L to add resources. If a dispute arises regarding any

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factor in the negotiation process, then any party to the negotiation may use the informal review process contained in the Commission's CES Guidelines. In the Commission Staff's informal review process, information submitted to the Commission's Staff shall be, limited to the information submitted to DP&L as part of the Group Application, or negotiation process.

Implementation of the CES Service Agreement: Service under the negotiated CES rate shall begin as soon as reasonably practicable after approval of the CES Service Agreement by the Commission; provided however, that commencement of CES service is subject to the physical capabilities of DP&L, including, but not limited to, such physical limitations as ordering, programming, testing and installing meters; making the necessary modifications to the Company's information systems; staffing and administrative limitations; and approval of the Commission. DP&L will use reasonable efforts to avoid and correct such limitations.

Provisions of the CES Service Agreement: The CES Service Agreement will include, but not be limited to, the following general provisions:

1. Customer accounts and service locations to be included in the Group.
2. The term of the CES Service Agreement.
3. Delivery voltage levels and power requirements.
4. Provisions for billing and payment.
5. Company and Group contact persons.
6. The terms and conditions and rates and charges for service under this DP&L's CES Pilot Program.
7. Provisions allowing Members to return to DP&L's otherwise applicable tariff schedule after the termination of the CES Service Agreement, including the terms and conditions and rates and charges under which such service will be provided.
8. The need and cost responsibility for any special metering devices.
9. The conditions under which the CES Service Agreement may be terminated.
10. Any other provisions which may be deemed necessary to provide service to Customer hereunder.

Member Withdrawal Procedure: A Member may resign from an aggregated Group, or a Group Representative or Aggregator may delete a Member from an aggregated Group, upon notice to the DP&L CES Program Administrator. Removal of the Member from the Group shall be effective as soon as practicable, but no later than with the first billing cycle occurring thirty (30) days after written receipt of this request by the DP&L Program Administrator. Any Customer removed from an aggregated Group may not join another Group for a period of one (1) year after such deletion. However,

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if a Customer's Group dissolves, through no fault of the Customer, the Customer may join another Group at any time.

If a Group's membership drops below the minimum required by the tariff, then participation of such Group in DP&L's CES Pilot Program will continue for the duration of the initial term of its CES Service Agreement with the Company, subject to the Company's right to adjust the rate. However, should the Group seek to continue to receive service pursuant to the tariff following the initial term, then such Group must again meet the tariff requirements for a Group by adding Members prior to the completion of the initial term of CES Service Agreement. The rate design will be reviewed for continued appropriateness, in accordance with this tariff.

Member Addition Procedure: A Group Representative or Aggregator may request the addition of a Member to a Group, subject to the group size limits set forth in the Group Size provision of this Section above. The rate design will be reviewed for continued appropriateness, in accordance with this tariff. Addition of a Member(s) to the Group shall be effective as soon as practicable, but no later than with the first billing cycle occurring thirty (30) days after appropriate request forms and Service Agreements are completed.

Adjustment of Negotiated CES Rates: In the event of an addition or removal of Member(s) from a Group, the Company shall have the right, effective with the next billing period, to adjust the rates for the remaining Customers comprising that Group. If the Group Representative, Aggregator or Members believe the adjustment is unjust or unreasonable, they may proceed with dispute resolution before the Commission Staff.

CUSTOMER INQUIRIES AND DISPUTE RESOLUTION:

Each Aggregator shall cooperate with the Company, the Consumer Services Department of the Commission and Office of Consumers' Counsel (OCC) (as pertains to residential Customers), to answer inquiries and resolve disputes, and shall apprise in writing all Customers participating in DP&L's CES Pilot Program of the dispute resolution process set forth below prior to such Customers executing a CES Service Agreement. The following process and procedures shall be applicable to inquiries and disputes involving all participating Customers who are represented by an Aggregator.

1. Each Aggregator must provide a local and toll-free telephonic means for participating Customers to obtain information on their account and the dispute resolution process. Each Aggregator shall provide a copy of the method to resolve disputes to the Consumer Services

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

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- Department and the OCC (as it pertains to residential Customers), and the name and phone number of the Aggregator's contact person whom the Consumer Services Department, the DP&L CES Program Administrator, or the OCC may contact concerning customer complaints.
2. Each Customer's billing statement shall: List the Consumer Services Department local or toll free number and TDD/TYY number and the Aggregator's consumer service local and toll free phone number, and for participating residential Customers, the OCC's local and toll-free number; and inform the participating Customer that such Customer may contact the Consumer Services Department (regarding inquiries from any Customer) or the OCC (as to residential matters) with respect to any inquiries or problems that they may be experiencing with DP&L's CES Pilot Program.
 3. If negotiation fails to resolve any dispute that arises a Customer may file a complaint before the Commission through its normal complaint handling procedures.
 4. The information that each Aggregator is required to provide to Customers pursuant to this Customer Inquiries and Dispute Resolution portion of this tariff shall be provided to the Customer by the Aggregator in a binding document related to the CES Service Agreement.

AGGREGATOR CODE OF CONDUCT:

The Company is prohibited from negotiating and/or maintaining a CES Service Agreement with an Aggregator unless the following conditions are satisfied by the Aggregator and evidenced by a written agreement with the Company.

1. Any Aggregator that provides agency billing (billing services provided to and on the behalf of the Customer Group) under this CES Pilot Program must post with the Company a financial instrument in the form of a surety bond, letter of credit, or other appropriate financial instrument, acceptable by DP&L at its sole discretion, with a value equivalent to the estimated revenue derived from providing conjunctive electric service to the Aggregator's Customer Group for a period of one hundred and fifteen (115) days.
2. If the Aggregator fails to transmit a Customer's payment to the Company, the Company may terminate the Aggregator's ability to provide Agency Billing, and may direct bill the Customers as soon as practicable, but no later than with the first billing cycle occurring thirty (30) days after the Company decides to direct bill. Additionally, the Company may levy against the financial instrument to the extent necessary to cover CES payments due from the Aggregator for delinquent amounts owed for utility service to the Customer Group.

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3. The Aggregator, in the Agency Billing relationship, agrees to provide a line item on the Customer's bill specifying the conjunctive electric service obligation of the Customer to the Company. The Aggregator will submit its proposed language for this line item to the Commission Staff for review.
4. In an Agency Billing relationship, any bundled payment made by the Customer to the Aggregator must first be credited to the Customer's electric service bill and paid to the Company before the Aggregator is credited. Electric service cannot be disconnected for failure to pay the Aggregator's portion of the amount due from the Customer.
5. The Company will not recognize a Customer's participation in an aggregated Group unless the Customer informs the Company in writing via the Customer Consent Form of the Customer's desire to form such a relationship.
6. All participating Aggregators will file a written announcement with the Commission announcing the provision of aggregation services and, before such services are offered, will meet with the Commission's Staff to inform the Staff, in writing, of the services it will provide.
7. Each Aggregator, participating in the Company's CES program, shall communicate to consumers and participating customers, in clear understandable terms, the Customer's rights and responsibilities and shall refrain from engaging in communications or practices that are unconscionable, fraudulent, deceptive, or misleading.
8. Aggregators providing service to Customer Groups must provide the Members and the Company with at least thirty (30) days written notice prior to discontinuing aggregation service.
9. The Aggregator must provide the pricing and payment terms in writing to each customer in a Customer Group in clear and understandable language.
10. The Aggregator shall inform the Customer, in the billing statement, of the Customer's ability to contact the Company.
11. Aggregators shall provide to all customers in a Customer Group a right of termination without penalty if the CES program is terminated by the Commission prior to the end of the CES Service Agreement and notice that continuation of the CES Pilot Program is subject to Commission approval.
12. In the event of a dispute before the Commission's Staff or the Commission, or upon the request of the Commission's Staff or the Commission, each Aggregator shall, upon request, provide a copy of its contract with the Customer, and other material relevant to the dispute or inquiry, to the Commission's Consumer Services Department or the Commission (regarding all utility matters) and the Ohio Consumers' Counsel (OCC) (upon request and for residential matters only) for informational purposes. The Contract may be kept

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confidential upon a showing by the Aggregator, and a determination by the Commission, that such contract is proprietary.

13. The information that each Aggregator is required to provide to Customers pursuant to paragraphs seven (7), eight (8), nine (9) and eleven (11) of this Section shall be presented to the Customer by the Aggregator in a binding document related to the CES Service Agreement.

DP&L CODE OF CONDUCT:

DP&L will adopt and abide by all of the nondiscrimination and record keeping provisions in the CES Guidelines promulgated by the PUCO.

1. Customer information supplied to an unregulated affiliate, or a holding company, may not be shared by that party with an affiliated marketing/aggregation company.
2. In notifying Customers of the availability of conjunctive electric service, DP&L must advise Customers, in a fair and non-discriminatory manner, that certain aggregation services associated with conjunctive electric service may be provided.
3. DP&L shall maintain a current list of Aggregators registered with the PUCO to provide aggregation services to DP&L Customers. The Customer may obtain a copy of that list either from the Commission or DP&L.
4. When so authorized by the written consent of the Customer, DP&L will provide information specific to that Customer to any Group Representative or Aggregator so designated by the Customer.
5. DP&L shall not permit an employee nor an employee of an affiliate involved in the marketing of aggregation services to have access to DP&L's customer database unless the same access is provided to all Aggregators.
6. The rate design employed by DP&L for conjunctive electric service Groups shall be fair and non-discriminatory regardless of who provides aggregation services for the Group. In determining whether the rate design is fair and non-discriminatory, non-regulated competitive services and products will not be considered.
7. DP&L shall not provide any non-public information to its marketing personnel involved in the marketing of aggregation services or to its affiliate involved in the marketing of aggregation services based upon information provided by nonaffiliated aggregators.
8. DP&L shall date and time stamp each Group Application Form it receives for conjunctive electric service and shall maintain a log of such requests. Group Application Forms requesting conjunctive electric service shall be processed in a fair and non-discriminatory manner consistent with the provisions of this tariff.

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9. Any information sharing provision that relates to DP&L and its non-regulated affiliates is also applicable to any non-regulated service company of DP&L.
10. DP&L's name or logo will not be used in its marketing affiliate's promotional material, unless the promotional material discloses in plain, legible or audible language, on the first page or at the first point where DP&L's name or logo appears, that its marketing affiliate is not the same company as DP&L. DP&L is also prohibited from participating in exclusive joint activities with its marketing affiliate including advertising, marketing, and sales calls or joint proposals to any existing or potential customers.

AGENCY BILLING SERVICE REQUIREMENTS:

The Group has the option of using an Aggregator as a CES Billing Agent. If Group exercises this option, Group must notify DP&L that individual Members' bills, or a totalized listing of billing information, shall be sent to Aggregator. Members will continue to receive copies of their individual bills from DP&L for information purposes, and be held ultimately responsible for payment.

The Aggregator, acting as a CES Billing Agent, must post with DP&L an acceptable financial instrument to guarantee payment of the individual Members' bills to Company as required by the Aggregator Code of Conduct. DP&L shall negotiate with Aggregators concerning the provisions an Agency Billing Agreement within the parameters set forth in this Section. Regardless of the degree to which an Aggregator may provide billing services to its Group, DP&L may continue to read the revenue meter at the Customer's premises; DP&L maintains the right to enter the usage information from the meter into the Company's customer information system; and DP&L maintains the right to send individual memo bills to the Customer in instances where an Aggregator provides billing services.

In instances where an Aggregator desires the Company to continue providing billing services, the Company shall negotiate with the Aggregator concerning the terms and conditions under which the Company shall provide such service, including but not limited to, such matters as whether the Company will provide a line item or a second page on their bills at the Aggregator's cost to reflect the Aggregator's service charge(s).

Aggregators conducting Agency Billing shall be responsible for collecting and dispersing to the appropriate taxing authorities taxes due and payment for aggregation services. DP&L shall continue to be responsible for any taxes due regarding DP&L services.

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All Members with an aggregated Group shall provide the Company with written consent for the Aggregator to be the Group's Billing Agent before the Company will negotiate the terms of a Agency Billing Agreement with the Aggregator. Such consent must be on a form acceptable to the Company, and must be signed by all Members of the aggregated Group.

The Billing Agent must designate payments to specific Member's accounts when remitting payment to DP&L. If the Billing Agent fails, without good cause, to remit to the Company any portion of a Member's electric service payment by the due date set forth on the aggregated Group's electric bill, the Company, after making reasonable inquiry to verify the facts, may terminate the Aggregator's ability to function as a Billing Agent for the Group. The Company may thereafter directly bill the Customers under the otherwise applicable tariff or contract under which the Customer was receiving electric service prior to participation in DP&L's CES Pilot Program.

DP&L may make claims against or draw upon the Billing Agent's financial instrument to the extent necessary to pay any balances not paid by the Aggregator and the Billing Agent relationship between DP&L and the Aggregator shall be severed. If such financial instrument is insufficient to cover the full amount due from such aggregated Group, then the Members within the aggregated Group shall be responsible for such underage in proportion to the relationship of their bill, as determined consistent with the contractual rate design contained in their Group's CES Service Agreement, to the aggregated Group's total bill for the appropriate period.

Before an Aggregator may be accepted by the Company as a Billing Agent, the Aggregator must sign a separate agreement with the Company wherein the Aggregator agrees, at a minimum, to (1) provide on the Billing Agent's invoice to each Member within the Group a line item which specifies the conjunctive electric service obligation of the Customer to the Company. This language must be submitted to the Commission Staff for its approval prior to its use on the Billing Agent's invoice; (2) credit payments received from the Customer first to the outstanding balance of the electric bill and paid to the Company before the Aggregator is credited; (3) recognize that electric service to a Customer may not be disconnected for failure to pay the Aggregator portion of the amount due from the Customer; and (4) inform all Members of the Group that the new arrangement may not provide all participants within the Group with savings, that no savings are guaranteed; and that in some cases some Members may experience an increase over what they normally would have paid under the Customer's prior tariff or contract rate.

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If the Aggregator engages in Agency Billing, the Aggregator shall pay the Company for the services provided to the Group and then bill the Customers in accordance with the contract between the Customer and the Aggregator. The Aggregator's billing of Members shall include the following: 1) the Customer's CES account number; 2) the beginning and ending dates for the service period; 3) the beginning and ending meter readings; 4) the billing determinants; 5) a clear indication of any portion or factor of the bill that is estimated; 6) the date payment is due to keep the account current; 7) the amount of any late payment; 8) any payment balance or credits and the total balance; 9) the Company name, address, and phone number for reporting service emergencies; 10) a line item specifying the conjunctive electric service obligation of the Customer to DP&L; 11) Aggregator's customer service address and toll free telephone number; 12) the PUCO Consumer Services Department toll free and TTY/TDD telephone numbers (1-800-686-7826 and 1-800-686-1570 TTY/TDD (hearing impaired)); 13) the Ohio Consumers' Council toll free telephone number (1-800-282-9448); 14) notice that Customers may contact the PUCO Consumer Services Department (all Customers) or the Ohio Consumers' Counsel (residential matters only) with questions or problems relating to DP&L's CES Pilot Program; and 15) all other bill features required by the PUCO.

If the Aggregator conducting Agency Billing fails to maintain its bond or financial instrument, the Company, after giving the Aggregator notice and a reasonable opportunity to remedy, shall terminate such Aggregator's further participation in the Program. The Company shall also apply to the Commission for authority to terminate a CES Service Agreement, or require an alternate Commission prescribed remedy, for violation of this tariff or the Agency Billing Agreement. If the Aggregator is terminated from further participation in the Company's Program, each Member in the Aggregator's Group shall revert to the applicable Standard Tariff for which the Member is eligible.

In the event the Company seeks to terminate an Aggregator from further participation under the Company's CES Pilot Program, the Company shall first notify the Aggregator and the Commission of the alleged violations which merit termination. Such notice shall be in writing and sent to the Aggregator and the Commission at the fax number listed in the Aggregation Agreement and the fax number designated by the Commission's Staff.

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.

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GROUP APPLICATION FORM

[illegible]

Name: _____ Phone Number: _____

Position: _____ Fax Number: _____

Company: _____ Address: _____

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CUSTOMER CONSENT FORM

Re: Authorization to Place my DP&L Customer Account(s) in a Proposed CES Group for the Purpose of Negotiating a CES Service Agreement.

DP&L CES Program Administrator:

This letter serves as authorization to place the following DP&L Account Numbers in a proposed CES group represented by _____ (Group Representative or Aggregator) for the purposes of negotiating a CES Service Agreement.

| Name: | Address: | Account Number: |
|-------|----------|-----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

All further contact and negotiations should be through [Group Representative]. However, any service agreement including Account Number(s) listed above will not be binding unless signed by myself.

Please consider this written authorization to be effective immediately for processing at the earliest possible date.

| | |
|---|-----------------------|
| _____ Customer Signature | _____ Date |
| _____ Signatory's Name/Title (Printed) | _____ Phone Number |
| | _____ Fax Number |

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CUSTOMER INFORMATION RELEASE FORM

Customer Name: _____

Customer Account Number: _____

This letter serves as authorization to release information relating to electricity usage and billing for the above account to [Group Representative or Aggregator Name] for the purposes of evaluating potential aggregation services provided under Dayton Power & Light's Conjunctive Electric Service (CES) Pilot Program. By authorizing the right of access to information on this account I understand that:

1. Conjunctive Electric Service is a new service that is being offered to customers on a two year trial basis. The new service will allow customers to be grouped together for billing purposes in order to receive a Conjunctive Electric Service rate. Billing under this rate could result in savings; however, savings are not guaranteed and, in some cases, bills for some customers in a group could increase. In addition to [Group Representative or Aggregator], I may direct questions concerning Conjunctive Electric Service to Dayton Power & Light or the Public Utilities Commission of Ohio's Public Interest Center at 1-800-686-7826.
2. Once information is released for this account, Dayton Power & Light has no ability to control the future use or dissemination of this information. I hereby release Dayton Power & Light from any and all liability that may arise out of [Group Representative or Aggregator Name]'s possession and use of this information.
3. I intend the information released to [Group Representative or Aggregator Name] to be used for purposes relating solely to Conjunctive Electric Service. Said information shall not be used for other means or otherwise released or sold to other entities.
4. This letter covers the release of information only. In order to elect service as part of a Conjunctive Electric Service group, I must complete a CES Service Agreement with Dayton Power & Light.

Please consider this written authorization to be effective immediately for processing at the earliest possible date.

Customer Signature

Date

Signatory's Name/Title (Printed)

Phone Number

Fax Number

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